



2. The Bureau is primarily responsible for administering and enforcing the MVSFSA for the Department.

3. Spanky & Franky Auto is a Pennsylvania Business Corporation located at 410 W. Oak Lane, Glenolden, Pennsylvania 19036-1236.

Unlicensed Period

4. The Department licensed Spanky & Franky Auto as an installment seller, license no. 29167 through September 30, 2010.

5. The MVSFSA 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.

6. Spanky & Franky Auto failed to timely submit a license renewal application for license no. 29167 and the Department cancelled license no. 29167 on October 1, 2010. 69 P.S. §§605, 607D.

7. Spanky & Franky Auto submitted a new application (“New Application”) for an installment seller license to the Department on January 20, 2013.

8. Upon receiving and reviewing Spanky & Franky Auto’s application, the Department granted Spanky & Franky Auto an installment seller license, license no. 40588, on March 12, 2013.

9. As part of the application, Spanky & Franky Auto attached paperwork showing that Spanky & Franky Auto originated thirty-four (34) installment sale contracts while unlicensed.

10. The MVSFA prohibited Spanky & Franky Auto 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).

11. Spanky & Franky Auto was not licensed to enter into installment contracts when it entered into the thirty-four (34) installment contracts between October 2, 2010 and March 12, 2013.

#### Authority of the Department

12. 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.

13. 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).

14. 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**

15. Spanky & Franky Auto is in violation of the MVSFA by engaging in business activity for which the MVSFA requires a license without first obtaining the appropriate license. 69 P.S. § 604.

## RELIEF

16. Fine. Spanky & Franky Auto agrees to pay a fine of three thousand four hundred dollars (\$3,400) which shall be payable to the Department within thirty (30) days of the Effective Date of this Order, as defined in paragraph 25 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: Bureau of Compliance and Licensing, 17 N. 2nd Street, Suite 1300, Harrisburg, PA 17101.

17. Corrective Measures. Upon the Effective Date of the Order, Spanky & Franky Auto shall not engage in the business of an installment seller if it should become unlicensed.

## FURTHER PROVISIONS

18. Consent. Spanky & Franky Auto 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. Spanky & Franky Auto, 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.

19. Publication and Release. Spanky & Franky Auto consents to the publication and release of this Order.

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

21. 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 Spanky & Franky Auto.

22. Binding Nature. The Department, Spanky & Franky Auto, and all officers, owners, directors, employees, heirs and assigns of Spanky & Franky Auto intend to be and are legally bound by the terms of this Order.

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

24. Effectiveness. Spanky & Franky Auto hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order (the “Effective Date”).

25. 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 Spanky & Franky Auto in the future regarding all matters not resolved by this Order.

b. Spanky & Franky Auto 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.

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

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

28. 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 Spanky & Franky Auto Sales, LLC intending to be legally bound do hereby execute this Consent Agreement and Order.

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

\_\_\_\_\_  
Robert Knaub, Administrator  
Bureau of Compliance and Licensing  
Department of Banking and Securities

Date: 3/29/13

**FOR SPANKY & FRANKY AUTO SALES, LLC**

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

John F Santora

(Print Officer Name)

JOHN F SANTORA

(Title) pres.

Date: 3/26/2013