

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Commonwealth of Pennsylvania
Department of Banking and
Securities,
Petitioner

v.

Autoloans, LLC, Car Loan, LLC,
Loan Servicing Solutions
Management Solutions, LLC,
William McKibbin, III, an individual,
Kevin Cronin, an individual, Mark
Weiner, an individual, Kelley Bonner,
an individual, and all other
companies and corporations under
their control, jointly and severally,
Respondents

No. 566 M.D. 2015
Heard: January 20, 2016

BEFORE: HONORABLE BONNIE BRIGANCE LEADBETTER, Judge

OPINION NOT REPORTED

**MEMORANDUM OPINION BY
JUDGE LEADBETTER**

FILED: January 22, 2016

Before the Court for disposition is the December 7, 2015 petition to enforce an administrative order issued against the above-named Respondents, filed by Petitioner, the Commonwealth of Pennsylvania, Department of Banking and Securities (Department). For the reasons that follow, the petition is granted

consistent with this Court's order referencing specific paragraphs of the attached administrative order.

On June 24, 2015, Administrator James Keiser of the Compliance Office for the Department of Banking and Securities issued an "Order to Cease and Desist, Prohibit, Pay a Fine and Provide Restitution" (Order) against Respondents as a result of consumer complaints and its subsequent investigation of those complaints. The Department in its petition to enforce alleged that Respondents, jointly and severally, provided loans over the Internet to Pennsylvania consumers in violation of what is commonly known as the Loan Interest and Protection Law (LIPL),¹ the Consumer Discount Company Act (CDCA)² and the Pawnbrokers License Act (PLA).³ In support of its petition, the Department cited its regulatory authority over pawnbrokers pursuant to the PLA and over consumer lending in amounts less than \$25,000 pursuant to the CDCA, and its enforcement authority pursuant to the LIPL over unauthorized persons charging interest in excess of the legal rate of 6% and regulatory authority over repossession of motor vehicles financed under the Consumer Credit Code.⁴

The mechanics of the loan process were as follows. From their computers, consumers did the following: 1) filled out the loan applications online, thereby providing highly detailed personal information; 2) electronically signed the loan documents and a power of attorney, thereby making the lienholder the attorney-in-fact for purposes related to the motor vehicle used to secure the loan;

¹ Act of January 30, 1974, P.L. 13, *as amended*, 41 P.S. §§ 101 - 605.

² Act of April 8, 1937, P.L. 262, *as amended*, 7 P.S. §§ 6201 - 6219.

³ Act of April 6, 1937, P.L. 200, *as amended*, 63 P.S. §§ 281-1 - 281-32.

⁴ 12 Pa. C.S. §§ 6201 - 6275. Chapter 62 of the Consumer Credit Code is entitled: "Motor Vehicle Sales Finance."

and 3) installed a required GPS tracker device on the motor vehicle pursuant to the contract. Respondents electronically transferred funds into the consumer's bank account, electronically debited interest payments in excess of 6% (payments were also accepted by check or credit card), secured the loans with each consumer's motor vehicle title and filed liens with the Pennsylvania Department of Transportation (PennDOT) to secure their interests in the motor vehicles. As of July 2015, PennDOT had 163 liens registered in the name of Autoloans, LLC, and 371 in the name of Sovereign Lending Solutions, LLC.

The Department further alleged that the loans were structured so that timely payments over many months failed to reduce the principle due to the money being credited solely toward the interest. With interest often exceeding 200% and balloon payments due at the end of the loans, which were equal to or greater than the amount borrowed, many consumers defaulted on the loans. Upon default, Respondents contacted a reposessor who took physical possession of the motor vehicle at issue. Soon thereafter, the vehicles were moved to auction out of state, where they were retitled in another jurisdiction.

Upon learning of these practices, the Department through Administrator Keiser issued the June 2015 Order, attached and incorporated, in relevant part, into this Court's accompanying order granting the Department's petition to enforce. In its Cease and Desist Order, the Department alleged that Respondents violated the LIPL because they are not licensed in Pennsylvania or any other jurisdiction of the United States to provide loans to consumers, to engage in pawn brokering or to collect interest in excess of 6%. It further alleged that Respondents violated the CDCA and the PLA by providing loans to consumers and using their motor vehicles as security without a license. Accordingly, the

Department ordered, *inter alia*, that Respondents immediately cease and desist “from engaging with Pennsylvania consumers, either as principal, employee, agent or broker, in the business of negotiating, or making secured or unsecured loans, or advances of money on credit, or soliciting, advertising, or arranging for such loans, or purchasing and taking assignment of those loans, in amounts less than \$25,000 and at rates in excess of 6%” June 24, 2015 Order at 1. It further ordered that Respondents cease and desist “from charging, collecting, or receiving interest and fees in excess of 6% per annum . . . and to suffer fines, penalties, prohibition and restitution” *Id.* at 2.

Regarding service of the Order, the Department averred that none of the first-class mail service was returned but that all of the certified mail was returned as undelivered or unclaimed from every address except for those of Respondent Car Loan, LLC in Las, Vegas, Nevada, and Autoloans, LLC, in Rarotonga, Cook Islands. The Department further alleged that no answers were filed in response to its order and that Respondents have failed to comply with it because they have not ceased making loans, conducting repossessions, and charging and collecting usurious interest. Further, it alleged that Respondents have not provided information as requested, that they have not made refunds and that they have not paid the fine or released liens filed with PennDOT. Regarding the challenge of ascertaining the companies’ physical locations, the Department averred that Respondents took extensive measures to keep their physical locations unknown by using a series of virtual office addresses, Federal Express and UPS Store post office box addresses, and other agency mail delivery services so that mail was routed through several addresses, none of which was physical. In that regard, it averred that, when contacted by telephone, representatives of Respondent

companies refused to provide a physical address and would give only the address of their mail delivery agent. In any event, the Department averred its belief that “mail is ultimately picked up by an individual person from the last mail service location in the chain believed to be in Boca Raton, Florida.” Petition to Enforce, ¶ 4.

Regarding service of the petition to enforce at issue, this Court granted Petitioner’s motion to allow service by special order of court on December 15, 2015. Pursuant to that order, the Court required prompt service by ordinary mail on individual Respondents Cronin, Weiner, Bonner and McKibbin at specific physical addresses in Florida and prompt service by certified and ordinary U.S. mail on corporate Respondents at a physical address in Cincinnati, Ohio and by electronic mail at two cyber addresses. On December 22, 2015, the Department filed a certificate of service for the petition to enforce.⁵

On January 20, 2016, the date set for hearing on the petition to enforce, only counsel for the Department and her witnesses appeared before the undersigned. In addition, no counsel has entered his or her appearance on behalf of any of the Respondents and no one has filed an answer in response to the Department’s petition to enforce. At the hearing, the Department presented both testimony and documentary evidence in support of its petition. Witnesses included Administrator James Keiser and four consumer witnesses.

Mr. Keiser testified as to the origin of the consumers’ complaints, the referral of those complaints to the Department’s compliance division, the

⁵ At the January 20, 2016, hearing, counsel for the Department represented that its service by regular mail to individual Respondent Mark Weiner came back as undeliverable. Counsel further represented, however, that Weiner was served by email and that there was no indication that the email was undeliverable.

subsequent investigation of those complaints and the results of the investigation. In summary, he learned that various highly interrelated companies were issuing illegal loans that were secured with consumers' vehicle titles. In support of the averments of the enforcement petition, Mr. Keiser referenced documentary evidence demonstrating there were hundreds of consumers with liens registered at PennDOT in the names of the companies at issue that were secured by consumers' vehicle titles. He testified that many of those liens were placed after the Department's cease and desist order. He also testified as to the companies' use of mail agents and their demonstrated reluctance to receive certain types of mail. His testimony and the documents submitted in support thereof confirm the averments of the petition to enforce.

The Department also presented the testimony of four consumer witnesses, Redacted ; Redacted , Redacted , and Redacted . These witnesses, *inter alia*, testified as to their initial contact with the companies and the difficulties that they had dealing with and procuring information from them. In addition, they testified as to the harassment that they endured as these companies demanded more and more money, often after far more than the value of the loan had been paid, repossessing, or threatening to repossess, their vehicles, and their inability to get their titles back, much of which occurred even after issuance of the cease and desist order. The testimony of the consumer witnesses and documentary evidence submitted in support thereof confirm the averments of the petition to enforce.

In granting the petition to enforce, this Court's previous observations in a case concerning the reach of Pennsylvania's usury laws with regard to

“payday” loans made by foreign lender, solely by means of the Internet, is instructive:

The Department’s purpose [in enforcing the LIPL] is to protect Pennsylvania citizens ‘from being exploited at the hands of unscrupulous individuals seeking to circumvent the law at the expense of *unsuspecting* borrowers who may have no other avenue to secure financial backing. . . .’

Cash America Net of Nevada, LLC v. Dep’t of Banking, 978 A.2d 1028, 1035 (Pa. Cmwlth. 2009) (emphasis in original) (en banc), *aff’d*, 8 A.3d 282 (Pa. 2010). This Court further observed that the central purpose of the CDCA “is to protect borrowers ‘against extortionate interest charges’ for ‘loans of comparatively small amounts, since the business of making such loans profoundly affects the social life of the community.’” *Id.* at 1036. Accordingly, this Court, *inter alia*, declared that Cash America’s practice of making payday loans to Pennsylvania residents was not authorized by the laws of this Commonwealth and violated the CDCA and the LIPL. In affirming this Court’s decision, the Supreme Court, *inter alia*, held that it was “unlawful for any unlicensed lender to make the specified types of loans in this Commonwealth, regardless of whether the lender is physically located or has personnel in the Commonwealth.” 8 A.3d at 284.

Accordingly, the petition to enforce an administrative order filed by Petitioner, the Commonwealth of Pennsylvania, Department of Banking and Securities, is hereby granted as more fully detailed in the attached order.

Redacted

BONNIE BRIGANCE LEADBETTER,
Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Commonwealth of Pennsylvania	:	
Department of Banking and	:	
Securities,	:	
	:	
Petitioner	:	
	:	
v.	:	No. 566 M.D. 2015
	:	
Autoloans, LLC, Car Loan, LLC,	:	
Loan Servicing Solutions	:	
Management Solutions, LLC,	:	
William McKibbin, III, an individual,	:	
Kevin Cronin, an individual, Mark	:	
Weiner, an individual, Kelley Bonner,	:	
an individual, and all other	:	
companies and corporations under	:	
their control, jointly and severally,	:	
Respondents	:	

ORDER

AND NOW, this 22nd day of January, 2016, Petitioner's application to enforce the attached June 24, 2015 "Order to Cease and Desist, Prohibit, Pay a Fine and Provide Restitution" (Cease and Desist Order) is hereby GRANTED with the following deadlines running from the date of service of this Order:

- (1) Respondents are ordered to comply forthwith with Paragraphs one through seven of the attached Cease and Desist Order (pages 8-10);
- (2) Respondents are ordered to comply with Paragraphs 9, 10, 11 and 14 of the attached Cease and Desist Order within thirty days (pages 10-12);
- (3) Respondents are ordered to comply with Paragraphs 8 and 15 of the attached Cease and Desist Order within fourteen days (pages 10 and 12).

Further, it is ordered that Paragraphs 12, 13 and 16 of the attached Cease and Desist Order, pages 11-13, are hereby approved and adopted as an order of this Court. This Order shall be served in the manner provided in this Court's order of December 11, 2015, with service to be consistent with the most accurate and updated information that the Department has as to Respondents' whereabouts.

Redacted

BONNIE BRIGANCE LEADBETTER, Judge

Certified from the Record

JAN 22 2016

and Order Exit

FILED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING AND SECURITIES

PA DEPARTMENT OF
BANKING AND SECURITIES

COMMONWEALTH OF PENNSYLVANIA :
DEPARTMENT OF BANKING AND :
SECURITIES, COMPLIANCE OFFICE, :

PETITIONER

v.

AUTOLOANS, LLC, :
CAR LOANS, LLC :
LOAN SERVICING SOLUTIONS :
MANAGEMENT SOLUTIONS, LLC :
WILLIAM MCKIBBIN III, INDIVIDUAL :
KEVIN CRONIN, INDIVIDUAL :
MARK EDWARD WIENER, INDIVIDUAL :
KELLY S. BONNER, INDIVIDUAL :
and other companies and :
corporations under their control, :
jointly and severally, :

Docket No. 15 0017 (BNK C&D)

RESPONDENTS

ORDER TO CEASE AND DESIST, PROHIBIT,
PAY A FINE, AND PROVIDE RESTITUTION

THIS 24th DAY OF JUNE, 2015, Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solutions, LLC and William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, individuals (collectively "Respondents") ARE HEREBY ORDERED TO IMMEDIATELY CEASE AND DESIST from engaging with Pennsylvania consumers, either as principal, employee, agent or broker, in the business of negotiating, or making secured or unsecured loans, or advances of money on credit, or soliciting, advertising, or arranging for such loans, or purchasing and taking assignment of those loans, in amounts less than \$25,000 and at rates of interest in excess of 6% in violation of the Act of 1937, P.L. 262, No. 66, as

amended, known as the Consumer Discount Company Act (hereinafter "CDCA"), (7 P.S. § 6201-6221), the Act of 1974 P.L. 13, No. 6, as amended, known as the Loan Interest Protection Law (hereinafter "LIPL"), (41 P.S. § 101-605) and the Act of 1937, P.L. 200 No. 51, as amended, known as the Pawnbrokers License Act, (hereinafter "PLA").

Respondents ARE FURTHER ORDERED TO IMMEDIATELY CEASE AND DESIST from charging, collecting, or receiving interest and fees in excess of 6% per annum in violation of the LIPL, and to suffer fines, penalties, prohibition and restitution as further set forth herein.

FACTS

In support of its Order, the Bureau of Compliance and Licensing states the following:

Parties

1. The Department of Banking and Securities ("Department") is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the CDCA, LIPL and the PLA.
2. The Compliance Office has the responsibility to administer and enforce the CDCA, LIPL, and PLA on behalf of the Department.
3. The Compliance Office operates from its offices at 17 North Second Street, Suite 1300, Harrisburg, Pennsylvania 17101.
4. Respondents are companies and individuals that operate from numerous addresses, among which the following have been identified to date: 6170 W. Lake Mead Blvd, Las Vegas, Nevada 89108-2661 and with virtual offices located at 433 Plaza Real Suite 275, Boca Raton, Florida 33432 and P.O. Box 11, Rarotonga, Cook Islands.

5. William McKibbin, residence address of 7705 Solimar Circle, Boca Raton, Florida 33433, is an owner, officer or control person for Autoloans, LLC.

6. Kevin Cronin, residence address of 3645 Dorrit Avenue, Boynton Beach, Florida 33436, is an owner, officer or control person for Autoloans, LLC.

7. Mark Edward Weiner, residence address of 5405 Sunrise Blvd., Delray Beach, Florida 33484-1119, is an owner, officer or control person for Autoloans, LLC.

8. Kelly S. Bonner, who has a residence address of 2050 Polo Gardens Drive, Apt. #208, Wellington, Florida 33414-2003, is an employee of, or control person for, Autoloans, LLC.

9. Respondents are not registered with the Department of State, Bureau of Corporations, to engage in business in the Commonwealth of Pennsylvania, and the Compliance Office has been unable to identify a state where the Respondents are incorporated, or registered as corporate entities.

10. Respondents are not and have never been licensed by the Department as a consumer discount company or as a pawnbroker.

Authority of the Department

11. The Department, in accordance with the CDCA, requires persons that engage, either as principal, employee, agent or broker, in the business of negotiating or making loans in amounts of \$25,000 or less and charge, collect, contract for or receive interest which aggregate in excess of 6% per annum, to maintain a consumer discount company license. 7 P.S. § 6203.A; 41 P.S. § 201.

12. The Department, in accordance with the CDCA, deems any person that "shall hold himself out as willing or able to arrange for or negotiate" loans in amounts of \$25,000 or less where the interest to be charged on the loans exceed 6% interest per annum or "who solicits

prospective borrowers" of such loans to be engaged in the business of consumer lending; persons such engaged are required by law to maintain a consumer discount company license. 7 P.S. § 6203.B; 41 P.S. § 201.

13. The LIPL establishes the maximum lawful rate of interest for a secured loan or use of money in an amount of \$50,000 or less in all cases where no express contract shall have been made for a less rate shall be six per cent per annum. 41 P.S. §§ 201(a), 201(b)(2).

14. The Department may levy a fine against any person violating the LIPL up to \$10,000 for each offense. *See* 41 P.S. §§ 505(b), 506(c)(5).

15. The Department may order any person in violation of the LIPL to cease and desist from any further violation and order that person to make restitution or actual damages to any aggrieved person. 41 P.S. §506(e)(3)

16. The Department may prohibit or permanently remove an individual responsible for a violation of the LIPL from working in his or her present capacity or in any other capacity related to activities regulated by the department. 41 P.S. §506(c)(2).

17. The Department may require any person that violated the LIPL to pay costs associated with any department enforcement action initiated under the provisions of the LIPL. 41 P.S. § 506(c)(4).

18. The PLA provides that any pawnbroker who charges, contracts for or receives interest or charges greater than permitted under this act shall forfeit both principal and interest and shall return the pledge upon demand of the pledger and shall surrender the pawn ticket without tender or payment of principal or interest. 63 P.S. § 281-12(E).

19. The Department, in accordance with the PLA, requires any person that 1) engages in the business of lending money on the deposit or pledge of personal property, other than choses

in action, securities, or written evidences of indebtedness; or 2) purchases personal property with an expressed or implied agreement or understanding to sell it back at a subsequent time at a stipulated price; or 3) lends money upon goods, wares or merchandise pledged, stored or deposited as collateral security to have a pawnbroker's license. 63 P.S. §§ 281-2, 281-3.

20. No person may engage or continue to engage in business as a pawnbroker in this Commonwealth except as authorized by the Pawnbrokers License Act and without first obtaining a license from the Secretary of Banking and Securities. 63 P.S. § 281-3.

Respondent's Unlicensed and Usurious Activities

21. Beginning in and around 2013, Respondents engaged in the business of making loans to Pennsylvania residents, secured by motor vehicles titled and registered in the Commonwealth of Pennsylvania.

22. Interest rates on the loans exceed 200%, far exceeding the legal rate of interest of 6% allowed by the LIPL for persons not otherwise authorized by law, by license or charter, to charge.

23. Respondents have also purchased similar usurious loans, made in the name of other companies, in which they played a significant management role and possibly an ownership role.

24. Respondents utilized several subterfuges to enable their usurious activity including, but not limited to: holding back contract terms and conditions from consumers until after the loan is made; the use of a Cook Island, New Zealand post office address; the use of New Zealand Arbitration as the sole remedy for complaints; utilizing a virtual office in Boca Raton, Florida where the management asked the virtual office personnel not to accept certified mail; and, changing e-mail addresses for employees to exclude any relation to the business name.

25. To date, the Compliance Office has identified 163 Pennsylvania residents that have entered into loan agreements with Respondents as evidenced by 163 liens against motor vehicle titles on record at the Pennsylvania Department of Transportation in favor of the Respondents.

26. Additional loans have been identified by lawsuits filed against one or more Respondents in the civil courts by Pennsylvania residents, or by complaints filed with a government agency.

27. Respondents hold themselves out as pawnbrokers inasmuch as the agreement with the consumer is called a "Pawn Ticket and Agreement."

28. Further, the agreement provides that title to the vehicle will remain in possession of the Respondent. The vehicle itself remains in the use and possession of the borrower, but that use and possession is limited by the installation of a Global Positioning System ("GPS") device in the "pawned" vehicle. The GPS device is intended to allow Respondent to easily repossess the vehicle in the event of default on the loan, and to enforce other terms of the agreement such as the restricted out of state use of the vehicle and maintenance of the GPS device.

29. Respondents have either repossessed, or are presently attempting to repossess, vehicles in Pennsylvania when payments on the usurious loans have defaulted.

VIOLATIONS

30. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, violated the CDCA by engaging in Pennsylvania, as principal, employee, agent or broker, in the business of negotiating or making loans or advances of money on credit, or soliciting, advertising, or arranging for such loans, or purchasing and taking assignment of those

loans, in amounts less than \$25,000 without a license as required by the CDCA. 7 P.S. §§ 6203; 6211.

31. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, violated the CDCA and the LIPL by charging, collecting or contracting for interest and fees in excess of 6% per annum without a license under the CDCA, or otherwise authorized by any other provision of law. 7 P.S. §§ 6203; 6211; 41 P.S. § 202.

32. Alternatively, Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, violated the PLA by charging, contracting for and receiving interest in excess of six per cent per year on loans and other excessive charges. 63 P.S. § 281-12.

33. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, alternatively violated the PLA by providing for a loan repayable in installments. 63 P.S. § 281-19.

34. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, alternatively violated the PLA by selling pledged vehicles without a thirty-day notice to the borrower. 63 P.S. § 281-24.

35. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, demonstrated a lack of financial responsibility, experience, character and general fitness of the person such that they do not command the confidence of the community that

any business owned or directed by them will be operated honestly, fairly, and within the intent and purpose of the CDCA and LIPL, and in accordance with the general laws of this Commonwealth. 7 P.S. § 6212; 41 P.S. § 506(c)(2); 63 P.S. § 281-8.

WHEREFORE, pursuant to its authority under the Department of Banking and Securities Code, the CDCA, the LIPL, and the PLA, the Department hereby requires the following sanctions:

1. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from engaging, as principal, employee, agent or broker, in the business of negotiating or making loans or advances of money on credit, or soliciting, advertising, over radio, television, print, through the internet and or mails, or by any other means whatsoever, or arranging for such loans, or purchasing and taking assignment of those loans, in amounts less than \$50,000, directly, or in association with any third party, to any Pennsylvania resident. See 41 P.S. § 506(c)(3); 71 P.S. § 202.D.

2. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from making loans on the deposit or pledge of personal property, particularly motor vehicles, as collateral security to any Pennsylvania resident using any vehicle titled and registered in Pennsylvania. 63 P.S. § 281-8.

3. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition

for Hearing is filed, from charging, collecting or contracting for interest in excess of 6% per annum, directly or through any third-party, from any consumers in Pennsylvania. See 41 P.S. §§ 202 and 506(c)(3); 71 P.S. § 733-202.D; 63 P.S. § 281-12.

4. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from collecting any further payments of principal or interest on any existing loan where the borrower is a Pennsylvania resident or the collateral is a motor vehicle titled and registered in Pennsylvania. 41 P.S. §§ 202 and 506(c)(3); 71 P.S. § 733-202.D; 63 P.S. § 281-12.

5. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from taking any action to repossess any collateral for loans of \$50,000 or less which it made to Pennsylvania residents. 41 P.S. § 506(c)(5); 63 P.S. § 281-23, 281-24.

6. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from assigning or taking assignment of any loan in the principal amount of \$50,000 or less at interest in excess of 6% per annum. See 41 P.S. § 506(c)(5); 71 P.S. § 733-202.D.

7. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner,

jointly and severally, shall immediately cease and desist, without regard to whether a Petition for Hearing is filed, from filing negative credit reports with any credit bureau.

8. Autoloans, LLC, Car Loans; LLC, Loan Servicing Solutions, Management Solution, LLC William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall provide, within ten days without regard to whether a Petition for Hearing is filed, to the Compliance Office in electronic format on compact disk, thumb drive or the equivalent, the following information:

- a. The name, address and phone number of each borrower that resided in Pennsylvania;
- b. The date of the loan or pledge;
- c. The amount of the loan;
- d. The amount of any and all charges, interest, fees or other considerations including, but not limited to interest charges, finance charges, renewal fees, and the total amount of payments to be paid;
- e. The status or balance of the loans;
- f. If the loans have been transferred to a third party such as another lender or collection agency, when such transfer occurred and the contact information for the third party; and
- g. The status of any motor vehicle offered as collateral (or any other personal property offered as collateral for a loan) e.g. under contract for repossession, redeemed by consumer, repossessed, sold, in storage, etc.
- h. The name, address, e-mail and phone number of each borrower whose collateralized motor vehicle has been repossessed;
- i. For each motor vehicle repossessed, the date of the repossession;
- j. For each motor vehicle repossessed, the company's name and address that repossessed the vehicle;
- k. For each motor vehicle repossessed, the make, model and year and color of the vehicle; and
- l. Any additional information requested as the Department deems necessary.

See 41 P.S. § 506(c)(5); 71 P.S. § 733-202.D.

9. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall, within thirty days of this Order unless a Petition for Hearing is timely filed, remove all credit reports previously made, whether positive or negative, in regard to

any loan brokered, made, funded, purchased or assigned to AutoLoans, LLC, Car Loans, LLC, Loan Servicing Solutions, in amounts less than \$50,000, with interest charged, collected, or contracted for more than 6% interest per annum. See 41 P.S. §§ 506(c)(3); 506(c)(5); 71 P.S. § 733-202.D.

10. AutoLoans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall refund, within 30 days of this Order unless a Petition for Hearing is timely filed, all interest paid in excess of 6% by Pennsylvania residents. However, nothing in this Order shall negate the right of a consumer pursuant to the PLA to recover by action at law any and all interest and charges paid in excess of those permitted under this act, plus penalty of \$50.00. Nor shall anything in this Order negate the right of a borrower to sue for triple the amount of interest over 6% under the LIPL. 41 P.S. §§ 506(c)(3), 506(c)(5); 63 P.S. § 281-12(B).

11. AutoLoans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall, within 30 days of this Order unless a Petition for Hearing is timely filed, provide the Department with a listing of the refunds made in accordance with the previous paragraph. The listing shall include:

- a. The name, address and phone number of each consumer;
- b. The dollar amount of the refund to each consumer;
- c. The date of the refund to each consumer; and
- d. The sum total of all refunds to all of the consumers.
- e. The manner in which the refund was made, i.e., by check, ACH, etc.

12. AutoLoans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner,

jointly and severally shall, in the event a Petition for Hearing is filed, bear the cost of the Department's enforcement action if the Compliance Office prevails as to unlicensed activity.

13. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener; and Kelly S. Bonner, jointly and severally, henceforth shall be prohibited from lending money to Pennsylvania consumers, either secured or unsecured, as a pawnbroker or as a consumer discount company, or in any other capacity. 41 P.S. § 506(c)(2).

14. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall pay, within 30 days of this Order unless a Petition for Hearing is timely filed, a fine of \$412,500 representing \$2,500 for each known Pennsylvania resident. 41 P.S. §§ 505, 505(b).

15. Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and Kelly S. Bonner, jointly and severally, shall, within thirty days of this Order unless a Petition for Hearing is timely filed, provide the Commonwealth of Pennsylvania's Department Transportation with anything necessary to have all liens against all Pennsylvania residents marked satisfied and released.

16. Nothing in this Order shall preclude the Department from commencing additional enforcement action against Autoloans, LLC, Car Loans, LLC, Loan Servicing Solutions, Management Solution, LLC, William McKibbin III, Kevin Cronin, Mark Edward Wiener, and

Kelly S. Bonner, or persons associated therewith, as the Department, through its Compliance Office, deems necessary based on information unknown as of the date of this Order.

IT IS SO ORDERED,

Redacted

James Keiser, Administrator
Department of Banking and Securities
Compliance Office