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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING AND SECURITIES

PA DEPARTMENT OF  
BANKING AND SECURITIES

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<p>COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF BANKING AND SECURITIES, COMPLIANCE OFFICE</p> <p style="text-align: center;">v.</p> <p>WOODSIDE CREDIT, LLC.</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p></p> <p>Docket No. 1700-58 (BNK-CAO)</p>
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**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, acting through the Department of Banking and Securities ("Department"), Compliance Office ("Office"), has reviewed the business practices of Woodside Credit, LLC. ("Woodside"), and its officers, employees, and directors. Based on the results of its review, the Office concludes that Woodside operated in violation of Chapter 62 of the Consumer Credit Code ("CCC"), 12 Pa. C.S. § 6201 *et seq.* The parties to the above-captioned matter, in lieu of litigation, and intending to be legally bound, hereby agree to the terms of this Consent Agreement and Order ("Order").

**BACKGROUND**

1. The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the CCC.
2. The Office is primarily responsible for administering and enforcing the CCC for the Department.
3. Woodside is licensed as a Sales Finance Company, license number 28716, under the CCC.

4. Woodside's principal place of business is located at 4041 MacArthur Blvd., Suite 260, Newport Beach, CA 92660.

5. On June 23, 2017, an examiner from the Department commenced a routine examination of Woodside at its principal place of business.

#### Transfer of Installment Sale Contracts

6. During the examination, the examiner found that Woodside was selling and/or assigning the obligation represented by an installment sale contract executed in the Commonwealth to entities not licensed as a sales finance company as required by 12 pa.C.S. § 6229(b).

7. Woodside neither admits nor denies any of the factual findings or legal conclusions contained in this order, except that Woodside admits the facts necessary to establish the Department's jurisdiction over Woodside and the subject matter of this order.

#### Authority of the Department

8. The CCC grants the Department the authority to issue orders as may be necessary for the enforcement of the CCC. 12 Pa.C.S. § 6203(a)(5).

9. Section 6218 of the CCC states that the Department may revoke or suspend any license where the licensee violated a provision of this chapter. 12 Pa.C.S. § 6218(a)(2).

10. Section 6274 of the CCC provides that "[a] person required to be licensed under this chapter that violates this chapter, directs a violation of this chapter or engages in an activity for which a license could be suspended or revoked under Section 6218 (relating to revocation or suspension of license) shall be subject to a civil penalty levied by the department of not more than \$2,000 for each offense." 12 Pa.C.S. § 6274.

## VIOLATIONS

11. Woodside violated Section 6229(b) of the CCC when it sold and/or assigned the obligation represented by an installment sale contract executed in the Commonwealth to entities not licensed as a sales finance company under the CCC.

## RELIEF

12. Fine. Woodside agrees to pay a fine of five thousand dollars (\$5,000). Payment is due within thirty (30) days of the Effective Date of the Order as defined in paragraph 20 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: Department of Banking and Securities, Compliance Office, 17 N. 2nd Street, Suite 1300, Harrisburg, PA 17101-2290.

13. Corrective Action. Upon the Effective Date of this Order, Woodside shall not transfer and/or assign the obligation represented by an installment sale contract to a person in this Commonwealth or elsewhere unless the person is licensed as a sales finance company under the CCC.

## FURTHER PROVISIONS

14. Consent. Woodside hereby knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Department's order authority under the CCC and agrees that it understands all of the terms and conditions contained herein. Woodside, 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.

15. Consumer's Rights. This Order shall not limit or impair a consumer's rights under CCC. 12 Pa.C.S. § 6236. (original version at 69 P.S. § 635.)

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

17. 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 Office and Woodside.

18. Binding Nature. The Compliance Office, Woodside, and all officers, owners, directors, employees, heirs and assigns of Woodside intend to be and are legally bound by the terms of this Order.

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

20. Effectiveness. Woodside hereby stipulates and agrees that the Order shall become effective on the date that the Compliance Office executes the Order (the "Effective Date").

21. 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 Woodside in the future regarding all matters not resolved by this Order.

b. Woodside 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.

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

23. Counterparts. This Order may be executed in separate counterparts and by facsimile or electronic mail in portable document format "PDF".

24. 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 of Banking and Securities, Compliance Office, and Woodside Credit, LLC., intending to be legally bound, do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF BANKING, COMPLIANCE OFFICE**

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James Keiser, Chief  
Compliance Office  
Department of Banking and Securities

Date: August 30, 2017



**FOR WOODSIDE CREDIT, LLC.**

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

MITCHELL W. SHATZEN  
(Officer Name)

PRESIDENT & COO  
(Title)

Date: 8/30/17