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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING AND SECURITIES

PA DEPARTMENT OF
BANKING AND SECURITIES

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING AND
SECURITIES, COMPLIANCE OFFICE

vs.

Docket No. 18 0014 (BNK-CAO)

JACK GIAMBALVO MOTOR CO., INC. dba
TYLER RUN AUTO SALES

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 Jack Giambalvo Motor Co., Inc. dba Tyler Run Auto Sales, ("Jack Giambalvo Motor"), and its officers, employees and directors. Based on the results of its review, the Office concludes that Jack Giambalvo Motor 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, 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 ("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. Jack Giambalvo Motor is licensed as an Installment Seller # 19031 under the CCC.
4. Jack Giambalvo Motor Principle Place of Business is located at 1601 S George St, York, PA 17403.

5. On December 12, 2017, an examiner from the Department commenced a routine examination of Jack Giambalvo Motor at its principal place of business.

Ancillary Products Disclosure

6. During the examination, the examiner found that Jack Giambalvo Motor was including a warranty, service contract, and/or a debt cancellation product as part of the contract, and not providing the separate written ancillary product disclosure to the buyer indicating the purchase of ancillary products is voluntary.

7. By not providing the above disclosure, Jack Giambalvo Motor was in violation of 12 Pa.C.S. § 6221(e).

8. Jack Giambalvo Motor acknowledged the finding.

Authority of the Department

9. 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).

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. Jack Giambalvo Motor violated Section 6221(e) of the CCC when it included warranty and/or a debt cancellation products in the contracts, and did not provide the separate written ancillary product disclosure to the buyer indicating the purchase of ancillary products is voluntary 12 Pa.C.S. § 6221(e).

RELIEF

12. Fine. Jack Giambalvo Motor agrees to pay a fine of five hundred dollars (\$500). Payment of the fine will be 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, Jack Giambalvo Motor shall provide to buyers an oral and written ancillary product disclosure when selling products listed in Section 6221(e)(2)(iii)(A).

FURTHER PROVISIONS

14. Consent. Jack Giambalvo Motor 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. Jack Giambalvo Motor, 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. (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 Jack Giambalvo Motor

18. Binding Nature. The Department, Jack Giambalvo Motor, and all officers, owners, directors, employees, heirs and assigns of Jack Giambalvo Motor 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. Jack Giambalvo Motor hereby stipulates and agrees that the Order shall become effective on the date that the Office executes this Order ("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 Jack Giambalvo Motor in the future regarding all matters not resolved by this Order.

b. Jack Giambalvo Motor 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 Jack Giambalvo Motor Co., Inc., Tyler Run Auto Sales, intending to be legally bound do hereby execute this Consent Agreement and Order.

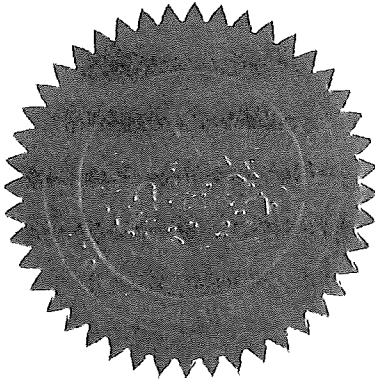
FOR THE COMMONWEALTH OF
PENNSYLVANIA, DEPARTMENT OF
BANKING AND SECURITIES,
COMPLIANCE OFFICE

Redacted

11/11

John Talalai, Administrator
Compliance Office
Department of Banking and Securities

Date: 4/17/2018



FOR JACK GIAMBALVO MOTOR CO.,
INC. dba TYLER RUN AUTO SALES

Redacted

(Officer Signature)

John W. Giambalvo

(Print Officer Name)

Pres & CEO

(Title)

Date: 4/13/18