

THE CITY OF NEW YORK  
OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS, TRIALS DIVISION

NYC DEPARTMENT OF CONSUMER AFFAIRS,

Petitioner,

-against-

USA 1 AUTO SALES, INC.,  
D&A GUARANTEED AUTO SALES, INC.,  
LENDEN USED CAR SALES, INC.,  
LINDEN USED CARS, INC.,  
MOSULEI GROUP, INC.,  
YACOUNB SULEIMAN,  
MOHAMMED SULEIMAN,  
ABDEL a/k/a ABEDKARIM SULEIMAN,  
CLOVER COMMERCIAL CORP.,  
CREDIT ACCEPTANCE CORP., and  
WESTLAKE SERVICES, LLC.

Respondents.

**CONSENT ORDER**

**OATH Index No. 172381**

1. **Credit Acceptance Corporation** (“Credit Acceptance”) enters into this Consent Order with the New York City Department of Consumer Affairs (“DCA” or the “Department”) to settle the above-captioned matter.
2. Credit Acceptance is an assignee of retail instalment sales contracts (“RICs”) entered into between consumers and Respondents USA 1 Auto Sales, Inc., D&A Guaranteed Auto Sales, Inc., Lenden Used Car Sales, Inc., and/or Linden Used Cars, Inc. (“Dealers”) for the purchase of second-hand automobiles in New York City.
3. Credit Acceptance is a Respondent in the above-captioned matter solely in its capacity as assignee of RICs assigned to it by Dealers. The petition alleges no violations by Credit Acceptance, and Credit Acceptance admits no liability by entering this Consent Order, nor shall this order be construed as such in any proceeding or other matter.
4. The undersigned represent and warrant that they are authorized to enter into this Consent Order on behalf of Credit Acceptance and DCA.
5. This Consent Order applies to Credit Acceptance, its assignees and successors, and any entities owned or controlled by Credit Acceptance.

*I. Restitution for Known Complainants & Consumers Named in Petition*

6. Credit Acceptance agrees to reimburse the consumers listed in Exhibit A in the amounts designated for each consumer within thirty (30) days of the Effective Date of this Consent Order.
7. Credit Acceptance shall reimburse each consumer in the following manner:
  - a. If at the time of reimbursement the amount owed by the consumer under the RIC is greater than the amount of restitution, Credit Acceptance shall reimburse the consumer by way of a credit to the consumer's account.
  - b. If at the time of reimbursement the consumer owes money to Credit Acceptance, but the restitution amount exceeds the amount owing by the consumer, Credit Acceptance will credit consumer the remaining balance of the account, and deliver the remaining restitution to the consumer in the manner described in paragraph 9 below.
  - c. If at the time of reimbursement the consumer does not owe money to Credit Acceptance, Credit Acceptance shall deliver restitution in the manner described in paragraph 9 below.
8. The amounts in Exhibit A include applicable sales tax and finance charges. Finance charges are calculated from the date of the RIC through either the date of the consumer's last payment, or through August 2017 for consumers who are currently making monthly payments.
9. Credit Acceptance shall notify consumers of account credits within thirty (30) days of the Effective Date of this Consent Order by mail. Credit Acceptance shall deliver payments to consumers in the form of a check delivered to the consumer by a delivery method that provides proof of delivery.
10. Within forty-five (45) days of the Effective Date of this Consent Order, Credit Acceptance shall send proof of its restitution payments and credits issued (copy of check or payment history) to DCA. This proof may be mailed by first class mail or by email to either of the following addresses:

By email: [REDACTED] [dca.nyc.gov](mailto:[REDACTED]@dca.nyc.gov)

By first-class mail: [REDACTED]  
Department of Consumer Affairs  
General Counsel Division  
42 Broadway, 9<sup>th</sup> Floor  
New York, NY 10004

## *II. Future Complainants*

11. Credit Acceptance and DCA agree to undertake best efforts to provide restitution to consumers harmed by Dealers' illegal and deceptive trade practices who filed complaints with DCA after May 22, 2017, or who file complaints with DCA within six months of the Effective Date of this Consent Order, provided the consumer's RIC was assigned to Credit Acceptance. DCA is not currently aware of any such complaints that concern RICs assigned to Credit Acceptance.
12. Restitution agreed to in accordance with this section shall be made in the manner described in Section I.
13. If Credit Acceptance and DCA cannot reach an agreement to provide restitution to the consumer(s) covered by paragraph 11 above, DCA reserves the right to seek restitution from Credit Acceptance for such consumer(s) only, in any court or tribunal of competent jurisdiction.

## *III. Credit Reporting*

14. If Credit Acceptance or its agents reported negative credit information to a consumer reporting agency, as defined in section 1681a(f) of Title 15 of the United States Code ("U.S.C."), concerning any consumer receiving restitution pursuant to this Consent Order, Credit Acceptance shall request that each consumer reporting agency to whom negative credit information was reported delete the applicable tradeline for that consumer.

## *IV. Distribution of Funds Obtained from Dealers*

15. In the event DCA obtains funds from Dealers or their owners in connection with a settlement or judgment in this matter, such funds shall be distributed to consumers who meet the following criteria:
  - a. the consumer is named in the petition, filed a complaint with DCA after May 22, 2017, or files a complaint within six months of the Effective Date of this Consent Order;
  - b. the consumer is determined by DCA, at its sole discretion, to have suffered financial harm due to Dealers' illegal activity; and
  - c. the consumer has not otherwise been fully compensated.
16. Some consumers listed in Exhibit A may receive additional restitution from Dealers pursuant to paragraph 15, but no consumer will receive total restitution in excess of the consumer's total financial harm resulting from Dealers' trade practices.
17. If DCA obtains funds from Dealers or their owners in connection with a settlement or judgment in this matter that is in excess of the amount necessary to provide consumers

full restitution pursuant to paragraph 15, Credit Acceptance shall be reimbursed for the consumer down payments identified in Exhibit A.

18. If Respondents Clover Commercial Corp. (“Clover”) and/or Westlake Services, LLC (“Westlake”) also settle the above-captioned matter under substantially the same terms as Credit Acceptance, and if funds obtained from the Dealers or their owners are insufficient to fully reimburse Credit Acceptance, Clover and Westlake in accordance with paragraph 17, funds shall be distributed to each assignee proportional to the amount of down payments paid by each assignee.
19. Remaining funds shall be retained by DCA as civil penalties.

*V. Breach of Consent Order*

20. Credit Acceptance acknowledges and agrees that OATH has continuing jurisdiction over this matter and any breach of any of the terms or conditions set forth herein shall be treated as a violation of the Consent Order and shall be subject to further remedies as may be provided under the law.
21. If, after notice and hearing, Credit Acceptance is found to have breached a term of this Consent Order, Credit Acceptance will be subject to a civil penalty of \$500.00.

*VI. Miscellaneous Provisions*

21. This Consent Order shall constitute the final disposition of the above-captioned matter with regard to Credit Acceptance.
22. Upon execution of this Consent Order, DCA and Credit Acceptance shall jointly submit a stipulation to OATH dismissing Credit Acceptance from the above-captioned matter with prejudice. In the event DCA asserts that Credit Acceptance has not complied with this Consent Order and is unable in good faith to resolve such issue with Credit Acceptance, it shall be entitled to seek relief to compel such compliance with the terms of this Consent Order and any additional remedies provided by law for failure to comply as set forth in Section V.
23. Credit Acceptance waives all rights to appeal, contest or otherwise challenge the validity or contents of this Consent Order in any forum.
24. This Consent Order does not bar or limit DCA’s authority to exercise its enforcement powers under section 2203 of the New York City Charter, Title 20 of the New York City Administrative Code or Title 6 of the Rules of the City of New York.

25. This Consent Order does not constitute an approval of any of Credit Acceptance's business practices by DCA, and Credit Acceptance is prohibited from making any representation to the contrary. Nothing in this Consent Order may be construed as allowing Credit Acceptance or its officers or employees to violate any law, rule or regulation.
26. The Effective Date of this Consent Order is the date upon which it has been fully executed by all of the parties.
27. This Consent Order contains the entire agreement of the parties with respect to the subject matter of the Consent Order. This Consent Order supersedes any understandings or negotiations, whether written or oral, between the parties, and this Consent Order can only be amended through a written document formally executed by all parties.
28. This Consent Order is a binding settlement agreement pursuant to Section 6-04 of the Rules of the City of New York and it will have the force of a final order of the DCA Commissioner.
29. Credit Acceptance agrees and affirms that it has read and understands this entire Consent Order, it accurately states the agreement between Credit Acceptance and DCA, and Credit Acceptance enters into and is bound by the terms and conditions stated herein.
30. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement.

Agreed to for Credit Acceptance Corp.  
by:

Erin Kerber

Print Name

Vice President, Regulatory Compliance

Title

[Signature]

Signature

9/13/17

Date

Accepted for Lorelei Salas, Commissioner of  
the Department of Consumer Affairs for the  
City of New York, by:

[Redacted]  
Senior Staff Counsel

[Redacted]  
Signature

September 11, 2017

Effective Date

## **Exhibit A**

**DCA v. USA1 Auto Sales, Inc., et. al. OATH Index. No. 172381**  
**Exhibit A to Credit Acceptance Corp. Consent Order**

Last Name	First Name	Vehicle	VIN	Restitution Amount	Includes down payment of:	Restitution Other
		2007 Nissan Altima		\$ 3,584.56		Credit Acceptance to discharge debt & cease collection efforts.
		2004 Volkswagen Touareg		\$ 4,817.17		Credit Acceptance to discharge debt & cease garnishing wages.
		2004 Nissan Pathfinder		\$ 5,993.26	\$ -	Credit Acceptance to discharge debt & cease collection efforts.
		2006 Volkswagen Jetta		\$ 5,432.86		
		2011 Honda Accord		\$ 8,242.76		
		2003 Toyota Corolla		\$ 4,739.58	\$ 1,500.00	Credit Acceptance to discharge debt & cease collection efforts.
		2006 Infiniti M		\$ -		Credit Acceptance to discharge debt & cease collection efforts.
		2004 Toyota Camry XLE		\$ 7,105.18		
		2007 Volvo XC90		\$ 5,493.97	\$ 2,200.00	Credit Acceptance to discharge debt & cease collection efforts.
		2004 Lexus RX		\$ 10,263.88		
		2009 Infiniti G		\$ 10,073.28		
		2008 BMW X3		\$ 11,121.71		

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OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS, TRIALS DIVISION

NYC DEPARTMENT OF CONSUMER AFFAIRS,

Petitioner,

-against-

USA 1 AUTO SALES, INC.,  
D&A GUARANTEED AUTO SALES, INC.,  
LENDEN USED CAR SALES, INC.,  
LINDEN USED CARS, INC.,  
MOSULEI GROUP, INC.,  
YACOUB SULEIMAN,  
MOHAMMED SULEIMAN,  
ABDEL a/k/a ABEDKARIM SULEIMAN,  
CLOVER COMMERCIAL CORP.,  
CREDIT ACCEPTANCE CORP., and  
WESTLAKE SERVICES, LLC.

Respondents.

**CONSENT ORDER**

**OATH Index No. 172381/2017**

1. **Clover Commercial Corp.** ("Clover") enters into this Consent Order with the New York City Department of Consumer Affairs ("DCA") to settle the above-captioned matter.
2. Clover is an assignee of certain retail instalment sales contracts ("RICs") entered into between certain consumers and Respondents USA 1 Auto Sales, Inc., D&A Guaranteed Auto Sales, Inc., Lenden Used Car Sales, Inc., and/or Linden Used Cars, Inc. ("Dealers") for the purchase of second-hand automobiles in New York City.
3. Clover is a Respondent in the above-captioned matter solely in its capacity as assignee of RICs assigned to it by Dealers. The petition alleges no violations by Clover, and Clover admits no liability by entering into this Consent Order, nor shall this Consent Order be construed as such in any proceeding or other matter.
4. The undersigned represent and warrant that they are authorized to enter into this Consent Order on behalf of Clover and DCA, respectively.
5. This Consent Order applies to Clover, its assignees and successors, and any entities owned or controlled by Clover.

*I. Restitution for Known Complainants & Consumers Named in Petition*

6. Clover agrees to reimburse the consumers listed in Exhibit A in the amounts designated for each consumer within thirty (30) days of the Effective Date of this Consent Order.
7. Clover shall reimburse each consumer in the following manner:



- a. If at the time of reimbursement the amount owed by the consumer under the RIC is greater than the amount of restitution, Clover shall reimburse the consumer by way of a credit to the consumer's account.
  - b. If at the time of reimbursement the consumer owes money to Clover, but the restitution amount exceeds the amount owing by the consumer, Clover will credit consumer the remaining balance of the account, and deliver the remaining restitution to the consumer in the manner described in paragraph 10 below.
  - c. If at the time of reimbursement the consumer does not owe money to Clover, Clover shall deliver restitution in the manner described in paragraph 10 below.
8. Payment of restitution to consumers [REDACTED] is contingent upon each such consumer's return of the second-hand automobile that is the subject of that consumer's RIC, and transfer of title from the consumer to Clover. Clover shall arrange for the return of the automobile at a location no further than 20 miles from the consumer's residence unless the consumer consents to a different location. Payment of restitution to the consumer shall be contemporaneous with the return of the automobile to Clover or Clover's agent.
9. The amounts in Exhibit A include applicable sales tax and finance charges. Finance charges are calculated from the date of the RIC through either the date of the consumer's last payment, or through September 2017 for consumers who are currently making monthly payments.
10. Clover shall notify consumers of account credits within thirty (30) days of the Effective Date of this Consent Order by mail. Clover shall deliver payments to consumers in the form of a check delivered to the consumer by a delivery method that provides proof of delivery.
11. Within forty-five (45) days of the Effective Date of this Consent Order, Clover shall send proof of its restitution payments and credits issued (copy of check or payment history) to DCA. This proof may be mailed by first class mail or by email to either of the following addresses:

By email: [REDACTED]@dca.nyc.gov

By first-class mail: [REDACTED]  
Department of Consumer Affairs  
General Counsel Division  
42 Broadway, 9<sup>th</sup> Floor  
New York, NY 10004

## *II. Future Complainants*

12. Clover and DCA agree to undertake best efforts to provide restitution to consumers harmed by Dealers' alleged illegal and deceptive trade practices who filed complaints

with DCA after May 22, 2017 but before March 11, 2018, provided the consumer's RIC was assigned to Clover. DCA is not currently aware of any such complaints that concern RICs assigned to Clover.

13. Restitution agreed to in accordance with this section shall be made in the manner described in Section I.
14. If Clover and DCA cannot reach an agreement to provide restitution to the consumer(s) covered by paragraph 12 above, DCA reserves the right to seek restitution from Clover for such consumer(s) in any court or tribunal of competent jurisdiction.

### *III. Credit Reporting*

15. If Clover or its agents reported negative credit information to a consumer reporting agency, as defined in section 1681a(f) of Title 15 of the United States Code ("U.S.C."), concerning any consumer receiving restitution pursuant to this Consent Order, Clover shall request that each consumer reporting agency to whom negative information was reported delete the applicable tradeline for that consumer. DCA acknowledges that Clover does not have the ability to delete any tradeline directly or to otherwise guarantee, warrant, or take responsibility for the actions of any consumer reporting agency with respect to the deletion of any tradeline. Accordingly, Clover's sole obligation shall be to submit a request to the applicable consumer reporting agency or agencies. Any action, omission and/or error by any consumer reporting agency shall not constitute a violation of this Consent Order by Clover.

### *IV. Distribution of Funds Obtained from Dealers*

16. In the event DCA obtains funds from Dealers or their owners in connection with a settlement or judgment in this matter, such funds shall be distributed to consumers who meet the following criteria:
  - a. the consumer is named in the petition, filed a complaint with DCA after May 22, 2017, or files a complaint within six months of the Effective Date of this Consent Order;
  - b. the consumer is determined by DCA, at its sole discretion, to have suffered financial harm due to Dealers' alleged illegal activity; and
  - c. the consumer has not otherwise been fully compensated.
17. Some consumers listed in Exhibit A may receive additional restitution from Dealers pursuant to paragraph 16, but no consumer will receive total restitution in excess of the consumer's total financial harm resulting from Dealers' trade practices.

18. If DCA obtains funds from Dealers or their owners in connection with a settlement or judgment in this matter that is in excess of the amount necessary to provide consumers full restitution pursuant to paragraph 16, Clover shall be reimbursed for the consumer down payments identified in Exhibit A.
19. Credit Acceptance Corp. ("Credit Acceptance") has settled the above-captioned matter under substantially the same terms as Clover. If funds obtained by DCA from the Dealers or their owners are insufficient to fully reimburse Clover and Credit Acceptance in accordance with paragraph 18, funds shall be distributed between them on a proportional basis corresponding to the amount of consumer down payments paid by each of them as restitution. If Westlake Services, LLC ("Westlake") settles the above-captioned matter under substantially the same terms as Clover and Credit Acceptance, it may also be included in this pool of funds under the same terms.
20. Any remaining funds shall be retained by DCA as civil penalties.

*V. Breach of Consent Order*

21. Clover acknowledges and agrees that OATH has continuing jurisdiction over this matter and any breach of any of the terms or conditions set forth herein shall be treated as a violation of the Consent Order and shall be subject to further remedies as may be provided under the law.
22. If, after notice and hearing, Clover is found to have breached a term of this Consent Order, Clover will be subject to a civil penalty of \$500.00.

*VI. Miscellaneous Provisions*

23. This Consent Order shall constitute the final disposition of the above-captioned matter with regard to Clover.
24. Upon execution of this Consent Order, DCA and Clover shall jointly submit a stipulation to OATH dismissing Clover from the above-captioned matter with prejudice. In the event DCA asserts that Clover has not complied with this Consent Order and is unable in good faith to resolve such issue with Clover, DCA shall be entitled to seek relief to compel such compliance with the terms of this Consent Order and any additional remedies provided by law for failure to comply as set forth in Section V.
25. Clover waives all rights to appeal, contest or otherwise challenge the validity or contents of this Consent Order in any forum.
26. This Consent Order does not bar or limit DCA's authority to exercise its enforcement powers under section 2203 of the New York City Charter, Title 20 of the New York City Administrative Code or Title 6 of the Rules of the City of New York.
27. This Consent Order does not constitute an approval of any of Clover's business practices by DCA, and Clover is prohibited from making any representation to the contrary.

Nothing in this Consent Order may be construed as allowing Clover or its officers or employees to violate any law, rule or regulation.

28. The Effective Date of this Consent Order is the date upon which it has been fully executed by all of the parties.
29. This Consent Order contains the entire agreement of the parties with respect to the subject matter of the Consent Order. This Consent Order supersedes any understandings or negotiations, whether written or oral, between the parties, and this Consent Order can only be amended through a written document formally executed by all parties.
30. This Consent Order is a binding settlement agreement pursuant to Section 6-04 of the Rules of the City of New York and it will have the force of a final order of the DCA Commissioner.
31. Clover agrees and affirms that it has read and understands this entire Consent Order, it accurately states the agreement between Clover and DCA, and Clover enters into and is bound by the terms and conditions stated herein.
32. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Consent Order.

Agreed to for Clover Commercial Corp.  
by:

Torrod Greenberg  
Print Name

V.P.  
Title

[Signature]  
Signature

11/1/17  
Date

Accepted for Lorelei Salas, Commissioner of  
the Department of Consumer Affairs for the  
City of New York, by:

[Redacted]  
Staff Counsel

[Redacted]  
Signature

11/1/17  
Effective Date

**DCA v. USA1 Auto Sales, Inc., et. al. OATH Index. No. 172381**  
**Exhibit A to Clover Commercial Corp. Consent Order**

Last Name	First Name	Automobile	VIN	Restitution Amount	Includes Down Payment of:	Restitution Other
		2001 Mercedes Benz C-Class		\$5,188.00	\$2,900.00	Clover to discharge debt & cease collections
		2001 Lexus RX300		\$2,343.70	\$1,400.00	Clover to discharge debt & cease collections
		2007 Nissan Altima		\$3,050.31		Credit to consumer's account
		2001 Infiniti I30		\$2,958.99	\$1,300.00	Clover to discharge debt, cease collections & garnishment, and return any garnished wages collected in excess of the restitution amount.
		2005 Toyota Sienna		\$1,547.43	\$1,200.00	Clover to discharge debt & cease collections upon return of car
		2002 Nissan Altima		\$1,200.00	\$1,200.00	Clover to discharge debt & cease collections
		2001 BMW X5		\$2,600.00	\$2,500.00	Clover to discharge debt & cease collections
		2005 Kia Spt		\$8,219.78	\$1,500.00	Clover to discharge debt & cease collections upon return of car
		1999 BMW 3 Series		\$3,467.70	\$2,400.00	Clover to discharge debt & cease collections

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OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS, TRIALS DIVISION

NYC DEPARTMENT OF CONSUMER AFFAIRS,

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USA 1 AUTO SALES, INC.,  
D&A GUARANTEED AUTO SALES, INC.,  
LENDEN USED CAR SALES, INC.,  
LINDEN USED CARS, INC.,  
MOSULEI GROUP, INC.,  
YACOUB SULEIMAN,  
MOHAMMED SULEIMAN,  
ABDEL a/k/a ABEDKARIM SULEIMAN,  
CLOVER COMMERCIAL CORP.,  
CREDIT ACCEPTANCE CORP., and  
WESTLAKE SERVICES, LLC.

Respondents.

**CONSENT ORDER**

**OATH Index No. 172381/2017**

1. **Westlake Services, LLC** ("Westlake") enters into this Consent Order with the New York City Department of Consumer Affairs ("DCA") to settle the above-captioned matter.
2. Westlake is an assignee of certain retail instalment sales contracts ("RICs") entered into between certain consumers and Respondents USA 1 Auto Sales, Inc., D&A Guaranteed Auto Sales, Inc., Lenden Used Car Sales, Inc., and/or Linden Used Cars, Inc. ("Dealers") for the purchase of second-hand automobiles in New York City.
3. Westlake is a Respondent in the above-captioned matter solely in its capacity as assignee of RICs assigned to it by Dealers. The petition alleges no violations by Westlake, and Westlake admits no liability by entering into this Consent Order, nor shall this Consent Order be construed as such in any proceeding or other matter.
4. The undersigned represent and warrant that they are authorized to enter into this Consent Order on behalf of Westlake and DCA, respectively.
5. This Consent Order applies to Westlake, its assignees and successors, and any entities owned or controlled by Westlake.

*I. Restitution for Known Complainants & Consumers Named in Petition*


6. Westlake agrees to reimburse the consumers listed in Exhibit A in the amounts designated for each consumer within thirty (30) days of the Effective Date of this Consent Order.

7. Westlake shall reimburse each consumer in the following manner:
- If at the time of reimbursement the amount owed by the consumer under the RIC is greater than the amount of restitution, Westlake shall reimburse the consumer by way of a credit to the consumer's account.
  - If at the time of reimbursement the consumer owes money to Westlake, but the restitution amount exceeds the amount owing by the consumer, Westlake will credit consumer the remaining balance of the account, and deliver the remaining restitution to the consumer in the manner described in paragraph 10 below.
  - If at the time of reimbursement the consumer does not owe money to Westlake, Westlake shall deliver restitution in the manner described in paragraph 10 below.
8. Payment of restitution to consumers [REDACTED] is contingent upon each such consumer's return of the second-hand automobile that is the subject of that consumer's RIC, and transfer of title from the consumer to Westlake. Westlake shall arrange for the return of the automobile at a location no further than 20 miles from the consumer's residence unless the consumer consents to a different location. Payment of restitution to the consumer shall be contemporaneous with the return of the automobile to Westlake or Westlake's agent.
9. The amounts in Exhibit A include applicable sales tax and finance charges. Finance charges are calculated from the date of the RIC through either the date of the consumer's last payment, or through September 2017 for consumers who are currently making monthly payments.
10. Westlake shall notify consumers of account credits within thirty (30) days of the Effective Date of this Consent Order in whatever manner (e-mail or mail) Westlake ordinarily corresponds with the account holder. Westlake shall deliver payments to consumers in the form of a check delivered to the consumer by a delivery method that provides proof of delivery. Westlake may transfer funds to a consumer electronically with the consumer's consent.
11. Within forty-five (45) days of the Effective Date of this Consent Order, Westlake shall send proof of its restitution payments and credits issued (copy of check, notice of electronic transfer, account statement) to DCA. This proof may be mailed by first class mail or by email to either of the following addresses:

By email: [REDACTED]@dca.nyc.gov

By first-class mail: [REDACTED]  
Department of Consumer Affairs  
General Counsel Division  
42 Broadway, 9<sup>th</sup> Floor  
New York, NY 10004

## *II. Future Complainants*

12. Westlake and DCA agree to undertake best efforts to provide restitution to consumers harmed by Dealers' illegal and deceptive trade practices who filed complaints with DCA after May 22, 2017 but before March 11, 2018, provided the consumer's RIC was assigned to Westlake. DCA is currently aware of 2 such complaints that concern RICs assigned to Westlake. 
13. Restitution agreed to in accordance with this section shall be made in the manner described in Section I.
14. If Westlake and DCA cannot reach an agreement to provide restitution to the consumer(s) covered by paragraph 12 above, DCA reserves the right to seek restitution from Westlake for such consumer(s) in any court or tribunal of competent jurisdiction.

## *III. Credit Reporting*

15. If Westlake or its agents reported negative credit information to a consumer reporting agency, as defined in section 1681a(f) of Title 15 of the United States Code ("U.S.C."), concerning any consumer receiving restitution pursuant to this Consent Order, Westlake shall request that each consumer reporting agency to whom negative information was reported delete the applicable tradeline for that consumer. DCA acknowledges that Westlake does not have the ability to delete any tradeline directly or to otherwise guarantee, warrant, or take responsibility for the actions of any consumer reporting agency with respect to the deletion of any tradeline. Accordingly, Westlake's sole obligation shall be to submit a request to the applicable consumer reporting agency or agencies. Any action, omission and/or error by any consumer reporting agency shall not constitute a violation of this Consent Order by Westlake.

## *IV. Distribution of Funds Obtained from Dealers*

16. In the event DCA obtains funds from Dealers or their owners in connection with a settlement or judgment in this matter, such funds shall be distributed to consumers who meet the following criteria:
  - a. the consumer is named in the petition, filed a complaint with DCA after May 22, 2017, or files a complaint within six months of the Effective Date of this Consent Order;
  - b. the consumer is determined by DCA, at its sole discretion, to have suffered financial harm due to Dealers' illegal activity; and
  - c. the consumer has not otherwise been fully compensated.
17. Some consumers listed in Exhibit A may receive additional restitution from Dealers pursuant to paragraph 16, but no consumer will receive total restitution in excess of the consumer's total financial harm resulting from Dealers' trade practices.



18. If DCA obtains funds from Dealers or their owners in connection with a settlement or judgment in this matter that is in excess of the amount necessary to provide consumers full restitution pursuant to paragraph 16, Westlake shall be reimbursed for the consumer down payments identified in Exhibit A.
19. If funds obtained from the Dealers or their owners are insufficient to fully reimburse Westlake, Clover Commercial Corp. and Credit Acceptance Corp. in accordance with paragraph 18, funds shall be distributed to each assignee proportional to the amount of down payments paid by each assignee.
20. Any remaining funds shall be retained by DCA as civil penalties.

*V. Breach of Consent Order*

21. Westlake acknowledges and agrees that OATH has continuing jurisdiction over this matter and any breach of any of the terms or conditions set forth herein shall be treated as a violation of the Consent Order and shall be subject to further remedies as may be provided under the law.
22. If, after notice and hearing, Westlake is found to have breached a term of this Consent Order, Westlake will be subject to a civil penalty of \$500.00.

*VI. Miscellaneous Provisions*

23. This Consent Order shall constitute the final disposition of the above-captioned matter with regard to Westlake.
24. Upon execution of this Consent Order, DCA and Westlake shall jointly submit a stipulation to OATH dismissing Westlake from the above-captioned matter with prejudice. In the event DCA asserts that Westlake has not complied with this Consent Order and is unable in good faith to resolve such issue with Westlake, DCA shall be entitled to seek relief to compel such compliance with the terms of this Consent Order and any additional remedies provided by law for failure to comply as set forth in Section V.
25. Westlake waives all rights to appeal, contest or otherwise challenge the validity or contents of this Consent Order in any forum.
26. This Consent Order does not bar or limit DCA's authority to exercise its enforcement powers under section 2203 of the New York City Charter, Title 20 of the New York City Administrative Code or Title 6 of the Rules of the City of New York.
27. This Consent Order does not constitute an approval of any of Westlake's business practices by DCA, and Westlake is prohibited from making any representation to the contrary. Nothing in this Consent Order may be construed as allowing Westlake or its officers or employees to violate any law, rule or regulation.

28. The Effective Date of this Consent Order is the date upon which it has been fully executed by all of the parties.
29. This Consent Order contains the entire agreement of the parties with respect to the subject matter of the Consent Order. This Consent Order supersedes any understandings or negotiations, whether written or oral, between the parties, and this Consent Order can only be amended through a written document formally executed by all parties.
30. This Consent Order is a binding settlement agreement pursuant to Section 6-04 of the Rules of the City of New York and it will have the force of a final order of the DCA Commissioner.
31. Westlake agrees and affirms that it has read and understands this entire Consent Order, it accurately states the agreement between Westlake and DCA, and Westlake enters into and is bound by the terms and conditions stated herein.
32. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Consent Order.

Agreed to for Westlake Services, LLC  
by:

Paul Kerwin  
Print Name

CFO  
Title

[Signature]  
Signature

11/13/17  
Date

Accepted for Lorelei Salas, Commissioner of  
the Department of Consumer Affairs for the  
City of New York, by:

[Redacted]  
Senior Staff Counsel

[Redacted]  
Signature

Nov. 13, 2017  
Effective Date

**DCA v. USA1 Auto Sales, Inc., et. al. OATH Index. No. 172381  
Exhibit A to Westlake Services, LLC Consent Order**

Last Name	First Name	Automobile	VIN	Restitution Amount	Includes Down Payment of	Restitution Other
		2010 Acura TL		\$ 10,058.75		
		2005 Kia Sorento		\$ 6,238.35		
		2004 Infiniti G		\$ -		Westlake to discharge debt
		2010 Ford F 150		\$ 8,299.91		
		2006 Infiniti G35		\$ 6,388.83		
		2006 Lexus RX 400h		\$ 5,493.44		
		2006 Nissan Altima		\$ 4,911.89		
		2012 Nissan Maxima		\$ 8,951.10	\$4,000.00	Westlake to pay restitution and discharge debt upon return of car.
		2002 Dodge Ram 1500		\$ 2,556.96		
		2001 Volkswagen Jetta		\$ 2,787.71		
		2010 BMW 5-Series		\$ 2,064.28		
		2009 Nissan Murano		\$ 7,533.68		
		2005 GMC Envoy		\$ 8,553.58		
		2003 Mercedes-Benz C-Class		\$ 4,199.98		
		2005 BMW X3		\$ 6,179.38		
		2011 Nissan Murano		\$ 3,289.88		
		2008 Dodge Caliber		\$ 8,841.44	\$3,000.00	Westlake to pay restitution and discharge debt upon return of car.
		2010 Nissan Rogue		\$ 2,909.28		
		2005 GMC Envoy		\$ 8,336.49		

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Last Name	First Name	Automobile	VIN	Restitution Amount	Includes Down Payment of:	Restitution Other
		2006 Acura MDX		\$ 7,544.73	\$5,000.00	Westlake to pay restitution and discharge debt.
		2010 Ford Fusion		\$ 4,474.37		
		2011 BMW 3-Series		\$ 7,600.18		
		2007 Infiniti G35		\$ 8,238.16		
		2008 Cadillac Escalade		\$ 9,216.71		
		2008 Mercedes C-Class		\$ 12,990.27		
		2010 Nissan Rogue		\$ 10,592.77		
		2010 Dodge Charger		\$ 15,071.00		
		2007 Acura MDX		\$ 7,234.95	\$4,000.00	Westlake to pay restitution and discharge debt.
		2008 Acura MDX		\$ 6,084.40		
		2011 Jeep Liberty		\$ 7,174.00		