

MAR 08 2012

INDIANA
SECRETARY OF STATE

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
AUTO DEALER SERVICES DIVISION

IN THE MATTER OF:)
) Cause No. DLR 12-~~cc~~57 CA
HUBLER AUTO FINANCE CENTER,)
)
Respondent.)

CONSENT AGREEMENT

The Office of the Indiana Secretary of State, Auto Dealer Services Division (the “Division”) and Respondent Hubler Auto Finance Center (“Respondent”) agree and stipulate to the following:

1. The Auto Dealer Services Division (“Division”) is a division of the Office of the Secretary of State. The Division has jurisdiction over matters relating to automobile dealers, as provided by Indiana Code § 9-23-0.7-1.

2. Respondent is a business entity that provided the Division with a last known business address of 3800 S. East Street, Indianapolis, Indiana, 46227.

3. Respondent is also a transfer dealer, or other entity defined by Indiana Code § 9-23-2-1, that holds Indiana dealer license #701219.

4. On October 5, 2011, an investigator with the Division conducted an inspection of Respondent’s place of business and, as a result of the investigation, reported that the Respondent did not produce records of interim plate use to the Division investigator upon demand at Respondent’s place of business pursuant to Indiana Code § 9-18-26-18.

5. Additionally, the investigator reported that Respondent did not keep a proper interim plate log at the dealership since August 2011. The Division asserts that Respondent’s behavior is a violation of 75 Indiana Administrative Code § 2-2-13(b).

6. This Consent Agreement deals only with the allegations referenced herein against the Respondent prior to the last date on which this Consent Agreement is signed.

7. In lieu of a hearing on the matters as alleged by the Division and without the Respondent's admission or denial of those allegations, the Respondent and the Division agree as follows:

(a) Respondent waives its right to a hearing pursuant to Indiana Code § 9-23-2-14(d).

(b) Respondent waives its right to an appeal pursuant to Indiana Code § 9-23-2-17.

(c) Respondent shall pay a total civil monetary penalty of One Thousand, Two Hundred, Fifty Dollars (\$1,250.00) to the Division.

(d) Respondent agrees not to violate any statutes or administrative regulations that pertain to dealers including, but not limited to, the Indiana Motor Vehicles Manufacturers, Distributors, and Dealers Act, Indiana Code § 9-23-2.

8. The failure of Respondent to adhere to the terms of this Consent Agreement shall constitute grounds for administrative action against Respondent and any party involved in the violation.

9. The parties to this Consent Agreement agree that all the terms of the Agreement are contractual and that none is a mere recital.

10. This Consent Agreement may be executed in multiple counterparts, each of which shall be considered binding on all parties.

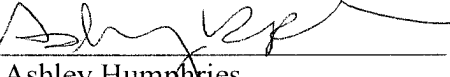
11. This Consent Agreement is expressly subject to the approval of the Commissioner, and should the Commissioner fail or refuse, for any reason, to approve this

Consent Agreement, the same shall be of no force or effect, and it shall not be admissible into evidence nor referred to any hearing held in connection with the matters referred to herein.

HUBLER AUTO FINANCE CENTER

INDIANA SECRETARY OF STATE
AUTO DEALER SERVICES DIVISION

By: 

By: 

Printed: Joseph P. Munson

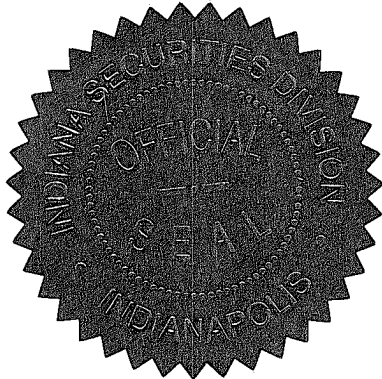
Ashley Humphries
Enforcement Attorney

Title: Sec. Treasurer

Date: 2/9/12

Date: 3/6/12

APPROVED and ORDERED at Indianapolis, Indiana this 8TH day of MARCH, 2012.



OFFICE OF THE INDIANA
SECRETARY OF STATE



CHRIS NAYLOR
SECURITIES COMMISSIONER