

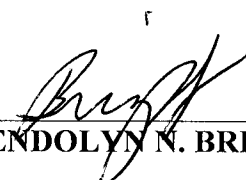
**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

<b>COMMONWEALTH OF PENNSYLVANIA</b> Plaintiff.  v. <b>MARK S. WILLIAMS,</b> Defendant.	<b>COURT OF COMMON PLEAS</b> <b>PHILADELPHIA COUNTY</b>  No. 200701106
<b>COMMONWEALTH OF PENNSYLVANIA</b> Plaintiff.  v. <b>DOMINION MANAGEMENT, ET AL.,</b> Defendants.	<b>COURT OF COMMON PLEAS</b> <b>PHILADELPHIA COUNTY</b>  No. 181004224

**ORDER**

AND NOW, this 26<sup>th</sup> day of September, 2022, the attached Consent Petition for Final Decree and Entry of Judgment agreed to by the Plaintiff Commonwealth of Pennsylvania and Defendants Dominion Management of Delaware, Inc., Dominion Management Services, Inc., Kevin A. Williams, and Mark S. Williams, are hereby entered as the **ORDER and FINAL DECREE** of this Court. As to Defendant, Michael H. Lester, deceased, (Case No. 181004224, October Term, 2018), the Complaint filed against him is **DISMISSED**.

**BY THE COURT:**

  
\_\_\_\_\_  
GWENDOLYN N. BRIGHT, J.

**IN THE COURT OF COMMON PLEAS OF  
PHILADELPHIA COUNTY, PENNSYLVANIA  
CIVIL TRIAL DIVISION**

**Commonwealth of Pennsylvania,  
By Attorney General Josh Shapiro,**

Plaintiff,

vs.

**Mark S. Williams,**

Defendant.

**CIVIL ACTION - EQUITY**

Case No. 200900214

September Term, 2020

**Commonwealth of Pennsylvania,  
By Attorney General Josh Shapiro,**

Plaintiff,

vs.

**Dominion Management of Delaware, Inc. D/B/A  
CashPoint, Dominion Management Services,  
Inc., Michael H. Lester, and Kevin A. Williams,**

Defendants.

**CIVIL ACTION - EQUITY**

Case No. 181004224

October Term, 2018

**CONSENT PETITION FOR FINAL DECREE  
AND ENTRY OF JUDGEMENT**

**AND NOW**, comes the Commonwealth of Pennsylvania, acting by the Pennsylvania Attorney General Josh Shapiro, and Defendants Dominion Management of Delaware, Inc., Dominion Management Services, Inc., and Kevin A. Williams (*Comm. v. Dominion Management of Del., Inc., et al.*, No. 181004224), and Mark S. Williams (*Comm. v. Williams*, No. 200900214) (the four collectively, “Defendants”), and state the following:

**WHEREAS**, Plaintiff is the Commonwealth of Pennsylvania by Attorney General Josh Shapiro (herein “Commonwealth” and/or “Plaintiff”).

**WHEREAS**, Defendants Dominion Management of Delaware, Inc. and Dominion Management Services, Inc. (referred to collectively as “Dominion”) were Delaware- and Virginia-based lenders that provided financing to borrowers secured by their motor vehicle titles.

**WHEREAS**, Defendant Kevin A. Williams (“Kevin Williams”) owned 33.33% of the stock of Dominion and served as Vice President of Dominion.

**WHEREAS**, Defendant Mark S. Williams (“Mark Williams”) owned 33.33% of the stock of Dominion and served as Treasurer and also Vice President of Dominion.

**WHEREAS**, from January 2013 through July 2017, Dominion entered into approximately 3,281 loan agreements with Pennsylvania residents.

**WHEREAS**, the Commonwealth filed complaints against Dominion and Kevin Williams (Case No. 181004224), and Mark Williams (Case No. 200900214), respectively, alleging that Defendants had engaged in conduct in violation of the (a) the Corrupt Organizations Act (“COA”), 18 Pa. C.S.A. § 911; (b) the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”); and (c) the Loan Interest and Protection Law (“LIPL”), 41 P.S. § 101, *et seq.*

**WHEREAS**, in Case Nos. 181004224 and 200900214, Defendants filed Answers to the operative complaints denying that they had engaged in any violative conduct.

**WHEREAS**, in Case No. 181004224, on October 19, 2021, a default judgment was entered against Dominion and Kevin Williams in the amount of \$8,567,164 (“the Judgment”).

**WHEREAS**, the Commonwealth had attempted to obtain full payment of the amount of \$8,567,164 that was due and owing under the Judgment.

**WHEREAS**, Dominion and Kevin Williams subsequently appealed the Judgment to the Commonwealth Court of Pennsylvania (Case No. 1295 CD 2021).

**WHEREAS**, in Case No. 200900214, the Commonwealth and Mark Williams filed a joint statement of stipulated facts, which is incorporated into this Consent Petition as if fully set forth herein.

**WHEREAS**, Dominion stopped originating new loans to, and collecting payments from, Pennsylvania residents in or around 2017, and presently returns payments received, if any, from Pennsylvania residents.

**WHEREAS**, Dominion has informed Pennsylvania borrowers that, pursuant to the Judgment, Dominion no longer has any interest, financial or otherwise, in the borrowers' motor vehicles and all liens have been satisfied and released. Dominion has returned all remaining titles to their owners.

**WHEREAS**, this Consent Petition does not constitute an approval by the Commonwealth of any of the Defendants' former or current business practices.

**WHEREAS**, the Effective Date of this Consent Petition shall be the date upon which it is approved by the Court of Common Pleas of Philadelphia County and a Final Decree or Order of that Court is entered thereupon.

**WHEREAS**, Defendants represent and warrant that all liens on Pennsylvania residents' motor vehicles have been satisfied and released.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

- I. The above stated recitals are incorporated herein and made part hereof as though fully set forth.**

## **II. Injunctive and Affirmative Relief**

Pursuant to Section 201-4 of the Consumer Protection Law:

1. Dominion, Kevin Williams, and Mark Williams shall comply with:
  - a. Section 911(b)(1) of COA, 18 Pa. C.S.A. § 911(b)(1);
  - b. Section 911(b)(4) of COA, 18 Pa. C.S.A. § 911(b)(4);
  - c. Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3; and

Section 201(a) of LIPL; 41 P.S. § 201; 7 P.S. § 6203; and Section 201-3 of the CPL, 73 P.S. § 201-3.

2. Dominion, Kevin Williams, and Mark Williams are, for seven (7) years from the date they finish paying the judgment set forth in paragraph 10 to the Commonwealth, restrained and enjoined from knowingly participating in, owning more than 1% of the equity or debt of, or serving as an employee or officer in, any entity that offers, brokers, originates, or acquires loans, leases, or any other form of credit (including but not limited to installment sales contracts) to residents of Pennsylvania. If the Commonwealth determines Dominion, Kevin Williams, or Mark Williams have violated this provision, the Commonwealth will provide Defendants with notice and, after the Commonwealth provides such notice, Defendants will have a sixty day opportunity to cure the alleged violation.

3. Dominion, Kevin Williams, and Mark Williams are, for seven (7) years from the date they finish paying the judgment set forth in paragraph 10 to the Commonwealth, restrained and enjoined from knowingly, directly or indirectly, offering, brokering, originating, purchasing, or taking assignment of any loans, leases, or any other form of credit (including but not limited to installment sales contracts) to residents of Pennsylvania. If the Commonwealth determines Dominion, Kevin Williams, or Mark Williams have violated this provision, the Commonwealth

will provide Defendants with notice and, after the Commonwealth provides such notice, Defendants will have a sixty day opportunity to cure the alleged violation.

4. Dominion does not have any interest, financial or otherwise, in any Pennsylvania resident's motor vehicle, nor do any Pennsylvania residents have a financial obligation to Dominion.

5. Dominion, Kevin Williams, and Mark Williams shall not accept and will continue to return any payments received from Pennsylvania borrowers.

6. Dominion, Kevin Williams, and Mark Williams shall not destroy any customer data of Dominion Management of Delaware, Inc. or Dominion Management Services, Inc. for at least 2 years following the effective date.

7. Dominion and Kevin Williams have dismissed their appeal pending in the Commonwealth Court of Pennsylvania (Case No. 1295 CD 2021).

8. Following the June 17, 2022 dismissal of the appeal, on June 29, 2022 the Judgment entered against Dominion and Kevin Williams in the amount of \$8,567,164 was vacated without prejudice and that case (Case No. 181004224) was consolidated into this one (Case No. 200900214) by order of Hon. Charles J. Cunningham, III.

9. The Commonwealth has promptly filed the legal papers necessary to have the Judgment, wherever it was docketed as a foreign judgment against Dominion and/or Kevin Williams, vacated without prejudice.

10. Judgment is hereby entered against Dominion, Kevin Williams, and Mark Williams, jointly and severally, and in favor of the Commonwealth, in the amount of one million seven hundred fifty thousand dollars (\$1,750,000).

a. Restitution. Pursuant to Section 201-4.1 of the Consumer Protection Law, Kevin Williams and Mark Williams shall pay to the Commonwealth restitution in the amount of one million five hundred fifteen thousand thirty dollars (\$1,515,030).

b. Costs. Kevin Williams and Mark Williams shall pay to the Commonwealth costs in the amount of two hundred thirty-four thousand nine hundred seventy dollars (\$234,970), pursuant to Section 201-4.1 of the Consumer Protection Law, which are the costs to the Commonwealth of this investigation and litigation. The Commonwealth shall deposit these funds into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes. 73 P.S. § 201-4.1.

11. Kevin Williams and Mark Williams shall make payments to the Commonwealth in the amount of one million seven hundred fifty thousand dollars (\$1,750,000) for restitution and costs via wire transfer. The schedule of payments shall be as follows:

a. Within one day of the effective date, Kevin Williams and Mark Williams shall pay eight hundred seventy-five thousand dollars (\$875,000).

b. No later than six months after the effective date of this Consent Petition, Kevin Williams and Mark Williams shall pay one hundred forty-three thousand seven hundred fifty dollars (\$143,750).

c. No later than twelve months after the effective date of this Consent Petition, Kevin Williams and Mark Williams shall pay one hundred forty-three thousand seven hundred fifty dollars (\$143,750).

d. No later than eighteen months after the effective date of this Consent Petition, Kevin Williams and Mark Williams shall pay one hundred forty-three thousand seven hundred fifty dollars (\$143,750).

e. No later than twenty-four months after the effective date of this Consent Petition, Kevin Williams and Mark Williams shall pay one hundred forty-three thousand seven hundred fifty dollars (\$143,750).

f. No later than thirty-six months after the effective date of this Consent Petition, Kevin Williams and Mark Williams shall pay three hundred thousand dollars (\$300,000).

g. Kevin Williams and Mark Williams are jointly and severally liable to make the payments set forth in this Consent Petition.

12. If Kevin Williams and Mark Williams make payments to the Commonwealth totaling one million six hundred thirty thousand dollars (\$1,630,000) on or before November 1, 2022:

- a. The Commonwealth will consider the judgment against Kevin Williams and Mark Williams set forth in paragraph 10 to be satisfied in full.
- b. Any remaining scheduled payments set forth in paragraph 11 shall not become due.
- c. The default provisions set forth in paragraph 21 cannot be applied to Dominion or Kevin Williams.
- d. The seven-year terms for injunctive relief set forth in paragraphs 2 and 3 shall begin.



13. Upon the Effective Date of this Consent Petition, the Commonwealth hereby releases and discharges Dominion, Kevin Williams, and Mark Williams from any and all civil claims, actions, causes of action, liabilities, and demands of any kind whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, asserted or not asserted, fixed or contingent, that the Commonwealth could have asserted under COA, LIPL, or the Consumer Protection Law against Dominion, Kevin Williams, and/or Mark Williams for conduct occurring prior to the Effective Date of this Consent Petition.

14. The Commonwealth shall use the funds paid by Defendants as restitution: (1) to distribute funds to borrowers as the Commonwealth directs, and (2) to pay for costs and expenses of any Settlement Administrator. After the Commonwealth or its Settlement Administrator has completed the distribution of restitution funds to borrowers, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period not less than ninety (90) calendar days, all uncashed checks may be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

15. The Commonwealth shall have sole discretion concerning the distribution of the restitution funds which may include determining the borrowers to whom Dominion made loans, collected payments, or repossessed vehicles, the nature and amount of such payment, and directing a Settlement Administrator to make payments to these borrowers. Any payments to borrowers will be intended to provide compensation for losses that the Commonwealth alleges borrowers experienced as a result of Defendant's conduct.

16. Within 10 calendar days of receiving any written request by the Commonwealth, Kevin Williams and Mark Williams agree to promptly provide the Commonwealth with any and all information the Commonwealth deems necessary to permit the Commonwealth and any Settlement Administrator to distribute funds to borrowers including, but not limited to, providing relevant borrowers' full names and any known maiden names, other names, or aliases; last known mailing address; last known email and telephone numbers; other prior mailing or email addresses and telephone numbers as requested; social security numbers; and customer identification numbers or loan identification numbers.

17. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

18. Defendants understand and agree that if they have made any false statement in or related to this Consent Petition, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

19. Defendants shall not represent or imply that the Commonwealth acquiesces in, or approves of, Defendants' past or current business practices, efforts to improve its practices, or any future practices that Defendants may adopt or consider adopting.

20. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the

parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

21. If Defendants Kevin Williams or Dominion violate any provision in this Consent Petition, including failure to make a payment as scheduled, or if Kevin Williams files a bankruptcy petition, the Commonwealth may file a motion requesting this Court to modify this judgment. Upon such motion, the Court will have discretion to enter a modified judgment that will apply only to Kevin Williams and Dominion. The Court may, in its discretion, add the following additional relief:

- a. Increase the judgment amount with respect to Kevin Williams and Dominion to \$8,567,164 (the amount of the previous Judgment, which the Commonwealth agreed to vacate, and Defendants agreed not to appeal, in exchange for the parties' compliance with the terms of this Consent Petition), minus credit for any settlement payments made prior to the date of the violation ("Modified Judgment Amount"). In the prior Judgment, the sum of \$8,567,164 was comprised of \$5,326,164 in restitution pursuant to Section 201-4.1 of the Consumer Protection Law, intended to compensate borrowers for losses they experienced as a result of Defendants' unlawful conduct, \$3,200,000 in civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law, and \$41,000 in costs pursuant to Section 201-4.1 of the Consumer Protection Law. Defendants Kevin Williams and Dominion agree and understand that such Modified Judgment Amount would

not represent a penalty for the violation of this Consent Petition and agree not to argue that the Modified Judgment Amount is a penalty; and

b. Permanently enjoin and restrain Kevin Williams and Dominion from participating in, owning more than 1% of the equity or debt of, or serving as an officer or employee in, any entity that offers, brokers, originates, or acquires loans, leases, or any other form of credit (including but not limited to installment sales contracts) to residents of Pennsylvania, or from offering, brokering, originating, purchasing, or taking assignment of any loans, leases, or any other form of credit (including but not limited to installment sales contracts) to residents of Pennsylvania.

22. The Court of Common Pleas of Philadelphia County, Pennsylvania shall have jurisdiction over the subject matter of this Consent Petition and over Defendants for purposes of enforcement of this Consent Petition.

23. The Commonwealth and Defendants hereby stipulate that this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, and, that, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition shall be sufficient cause for the Commonwealth, through the Office of Attorney General, to seek penalties as provided in Section 201-8 of the Consumer Protection Law or any other relief as the Court shall determine.

24. Finally, the Commonwealth stipulates to the dismissal without prejudice of its Amended Complaint (Case No. 181004224) with respect to defendant Michael H. Lester, who is deceased.

WITNESSETH, that the parties, intending to be legally bound, have hereto set their hands and seals:

**FOR THE PLAINTIFF:**  
Commonwealth of Pennsylvania  
Josh Shapiro  
*Attorney General*

Date: September 22, 2022

By: /s/ Nicholas Smyth  
Nicholas F. B. Smyth  
*Senior Deputy Attorney General*  
Attorney ID # 307972  
1600 Arch St, Suite 300  
Philadelphia, PA 19103  
nsmyth@attorneygeneral.gov

**FOR THE DEFENDANTS:**  
Dominion Management of Delaware, Inc.,  
Dominion Management Services, Kevin A.  
Williams, and Mark S. Williams

Date: September 22, 2022

By: /s/ Richard J. Zack  
Richard J. Zack (PA 77142)  
Brian M. Nichilo (PA 313786)  
TROUTMAN PEPPER HAMILTON SANDERS  
LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103-2799  
Tel: (215) 981-4000  
Fax: (215) 981-4750  
richard.zack@troutman.com  
brian.nichilo@troutman.com

Date: September 22, 2022

By: /s/ Kevin A. Williams  
Kevin A. Williams, on behalf of Dominion  
Management of Delaware, Inc., and Dominion  
Management Services

Date: September 22, 2022

By: /s/ Kevin A. Williams  
Kevin A. Williams

Date: September 22, 2022

By: /s/ Mark S. Williams  
Mark S. Williams