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2 Chapter 361-A. RSA 361-A:3, RSA 361-A:3-a and RSA 361-A:11.

3 **Facts**

- 4 5. Since 2008, Lancaster Auto has been conducting unlicensed retail  
5 seller activity for New Hampshire consumers. Since 2008, Lancaster  
6 Auto has sold at least one hundred twenty (120) motor vehicles subject  
7 to a retail installment contract.
- 8 6. On July 7, 2010, Lancaster Auto filed an application with the  
9 Department for a New Hampshire Retail Seller license.
- 10 7. On September 28, 2010, Lancaster Auto provided the balance sheet to  
11 the New Hampshire Banking Department.
- 12 8. Lancaster Auto has provided copies of its purchase and sales and  
13 retail installment contracts it executed with New Hampshire consumers.
- 14 9. The Department's Licensing Division now has a completed and approved  
15 application for licensure pending resolution of the unlicensed  
16 activity.

17 **Violation(s) of Law and Penalties**

- 18 10. Lancaster Auto is a "Person" as defined by RSA 361-A:1,VIII.
- 19 11. Each motor vehicles sales transaction, as detailed above in Paragraph  
20 5, may be assessed an administrative fine not to exceed \$2,500.00 as  
21 to each transaction for a total maximum administrative penalty of  
22 \$300,000.00. RSA 361-A:11.
- 23 12. Back retail seller license fees owed from 2008 and 2009 total \$100.00.  
24 RSA 361-A:2,IV.
- 25

1 13. Mitigating factors include but are not limited to:

2 a. Lancaster Auto has cooperated with the Department to obtain  
3 licensure as a retail seller;

4 b. To date, no evidence has been presented to the Department that  
5 Lancaster Auto has conducted unfair or deceptive activity;

6 c. Lancaster Auto has complied with other applicable laws under RSA  
7 Chapter 361-A; and

8 d. Lancaster Auto has ceased arranging financing for its consumers  
9 until such time as it becomes licensed by the Department as a  
10 Retail Seller.

11 **Respondent's Consent**

12 14. Lancaster Auto does not deny the facts, statements, or violations  
13 contained herein and Lancaster Auto hereby agrees to the entry of this  
14 Consent Order.

15 15. Lancaster Auto hereby acknowledges, understands, and agrees that there  
16 is the right to notice, hearing, and/or a civil action and hereby  
17 waives said rights.

18 **Order**

19 16. **Whereas pursuant to RSA 361-A:5,VI** this Consent Order is necessary,  
20 appropriate and in the public's best interest and consistent with the  
21 purposes of New Hampshire banking laws and Orders as follows:

22 a. Lancaster Auto shall pay to the Department \$100.00 in back  
23 license fees as described in Paragraph 12 above payable  
24 contemporaneously with Lancaster Auto's signing of this Consent  
25 Order;

1 b. Lancaster Auto shall pay to the Department \$4,500.00 in  
2 administrative penalties, payable contemporaneously with  
3 Lancaster Auto's signing of this Consent Order; and

4 c. All checks shall be certified check or guaranteed funds and made  
5 payable to "State of New Hampshire".

6 17. This Consent Order may be revoked and the Department may pursue any  
7 and all remedies available under law, if the Department later finds  
8 that Lancaster Auto knowingly or willfully withheld information used  
9 and relied upon in this Consent Order.

10 18. This Consent Order is binding on all heirs, assigns, and/or successors  
11 in interest.

12 19. This Consent Order shall become effective upon the date the  
13 Commissioner signs this Consent Order.

14 20. Once this Consent Order is effective, the Department agrees not to  
15 seek further reimbursement, refunds, penalties, fines, costs, or fees  
16 regarding the facts, allegations, or findings of violations contained  
17 herein.

18 **WHEREFORE**, based on the foregoing, we have set our hands to this Consent  
19 Order, upon its execution by Robert A. Fleury, Deputy Bank Commissioner.

20  
21 Recommended this 23rd day of December, 2010 by

22 \_\_\_\_\_  
/s/

23 Maryam Torben Desfosses, Hearings Examiner, Banking Department

24 Executed this 3rd day of January, 2011 by

25 \_\_\_\_\_  
/s/

John Loschiavo, on behalf of Respondent Lancaster Auto Sales, LLC

