

**IN THE COURT OF COMMON PLEAS OF
CUMBERLAND COUNTY, PENNSYLVANIA
CIVIL ACTION**

COMMONWEALTH OF PENNSYLVANIA, :
OFFICE OF ATTORNEY GENERAL :

Plaintiff,

v.

NEW KINGSTOWN AUTO, LLC

and

**HARRY D. LAUGHMAN, Individually and as
Sole Owner of New Kingstown Auto, LLC**

and

DANA L. (BLOSSER) SAN, Individually

Defendants.

Case No.: 2016-04311

ORDER

AND NOW, this day of , 2019, the attached Consent Petition
agreed to by counsel and all parties is hereby entered as the **ORDER** and **FINAL DECREE** of
this Honorable Court.

BY THE COURT:

Jessica E. Brewbaker, J.

Parties to be notified:

Counsel for Plaintiff:

Juan P. Sánchez
Senior Deputy Attorney General
PA Attorney ID #206839
Office of Attorney General
Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-9707

Defendants:

John M. Glace, Esquire
1 East Main Street
Shiremanstown, PA 17011
jmglace@aol.com

Juan P. Sánchez
Senior Deputy Attorney General
PA Attorney ID #206839
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COMMONWEALTH OF PENNSYLVANIA, :
OFFICE OF ATTORNEY GENERAL :

Plaintiff, :

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v. :

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and :

HARRY D. LAUGHMAN, Individually and as :
Sole Owner of New Kingstown Auto, LLC :

and :

DANA L. (BLOSSER) SAN, Individually :

Defendants. :

CONSENT PETITION FOR FINAL DECREE

AND NOW, the Commonwealth of Pennsylvania Office of Attorney General, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (hereinafter “Commonwealth” or “Plaintiff”), filed a Complaint, pursuant to the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.* (hereinafter “Consumer Protection Law”), to restrain by permanent injunction unfair or deceptive acts or practices in the conduct of trade or

commerce declared unlawful by Section 201-3 of the Consumer Protection Law, as more fully set forth in the Complaint which is incorporated herein by reference; and hereby brings this joint Consent Petition for a Final Decree as to all parties and, in support thereof, states the following:

PARTIES

WHEREAS, the Petitioner is the Commonwealth of Pennsylvania Office of Attorney General, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection, with offices located at 15th Floor, Strawberry Square, Harrisburg, PA 17120.

WHEREAS, Defendant New Kingstown Auto, LLC (hereinafter “Defendant New Kingstown Auto” or collectively one of the “Defendants”), is a registered Pennsylvania limited liability company, which operates as a motor vehicle dealership at 1168 West Trindle Road, Mechanicsburg, Pennsylvania 17055.

WHEREAS, Defendant Harry D. Laughman (hereinafter “Defendant Laughman” or collectively one of the “Defendants”), is an adult individual who resides at 12 Oakridge Road, Carlisle, Pennsylvania 17072 and at all times relevant hereto is the sole owner of Defendant New Kingstown Auto.

WHEREAS, Defendant Dana L. (Blosser) San (hereinafter “Defendant Blosser” or collectively one of the “Defendants”), is an adult individual who resides at 418 West Main Street, Mechanicsburg, Pennsylvania 17055 and at all times relevant hereto was an employee or agent of Defendant New Kingstown Auto and Defendant Laughman.

WHEREAS, Defendant Laughman is the only licensed sales person and Defendants acknowledge that Defendant New Kingstown can only engage in installment sales through Defendant Laughman under Section 818.5 of the Board of Vehicles Act, 63 P.S. §§ 818.1, *et seq.* (“Board of Vehicles Act”). 63 P.S. § 818.5(c).

BACKGROUND

WHEREAS, on July 18, 2016 the Commonwealth filed the above captioned, five (5) count civil action in equity against Defendants in the Cumberland County Court of Common Pleas (hereinafter “Complaint”), which is incorporated herein by reference pursuant to Rule 1019(g) of the Pennsylvania Rules of Civil Procedure.

WHEREAS, Defendants have willfully violated the Consumer Protection Law in the manner set forth in the Complaint by, among other things, violating the Automotive Industry Trade Practices, 37 Pa. Code §§ 301.1, *et seq.* (“Auto Regulations”), the Board of Vehicles Act, the Vehicle Code, 75 P.S. §§ 101, *et seq.* (“Vehicle Code”), the Truth in Lending Act, 12 C.F.R. §§ 213.1, *et seq.* (“Regulation M”), and the Consumer Credit Code, 12 Pa. C.S.A. §§ 6201, *et seq.* (“Consumer Credit Code”).

WHEREAS, Defendants’ misleading and deceptive conduct described in the Complaint dates from June 1, 2014 through 2018.

WHEREAS, by Order dated April 10, 2018, the Honorable Jessica E. Brewbaker granted the Commonwealth’s Motion for Sanctions and entered default judgment against Defendants; and also deemed all designated or disputed facts established in accordance with the claims in the Complaint. Thus, as a matter of law, the following violations are deemed admitted:

- a. Defendants New Kingstown Auto and Laughman willfully advertised 18 used motor vehicles for sale without disclosing the business name and address of the advertiser or the word “dealer”, which is known as a “blind dealer” advertisement and is a violation of the Auto Regulations and Consumer Protection Law, 37 Pa. Code § 301.2(7) and 73 P.S. §§ 201-2(4)(v), (vii) and (xxi). *See* Complaint Exhibit A at ¶¶ 34-35, 44-48, 51-53, 56-57 and Exhibit 1;
- b. Defendants New Kingstown Auto and Laughman willfully misrepresented to 1 consumer that a used motorcycle with characteristics and standards of 69,000 miles, when in fact the motorcycle was titled with 153,000 miles, which is a violation the Consumer Protection Law, 73 P.S. §§ 201-2(4)(v),(vii) and (xxi). *See* Complaint Exhibit A at ¶¶ 34-35, 49-50, 54, 56-57 and Exhibits 2-3;

- c. Defendants New Kingstown Auto and Laughman willfully advertised and offered for sale to 1 consumer a used motorcycle with 69,000 miles with the intent not to sell a used motorcycle with 69,000 miles, which is a violation the Consumer Protection Law, 73 P.S. § 201-2(4)(ix). *See* Complaint Exhibit A at ¶¶ 34-35, 49-50, 55-57 and Exhibits 2-3;
- d. Defendants New Kingstown Auto or Laughman willfully allowed and Defendant Blosser willfully engaged in the business of selling motor vehicles by entering into binding contracts, bills of sales, as the dealer or dealer's representative without being issued a valid dealer or salesperson license, as required by Section 818.5(a)(1) of the BVA, which is a violation the Consumer Protection Law, 73 P.S. §§ 201-2(4)(ii),(iii), (v) and (xxi). *See* Complaint Exhibit A at ¶¶ 59-66;
- e. Defendants willfully failed to forward to Penn DOT money and forms submitted by 1 consumer whom purchased a motor vehicle with temporary registration tags within the time required by law, which is a violation of the Section 1103.1 of the MVC, Auto Regulations and Consumer Protection Law, 37 Pa. Code § 301.4(10) and 73 P.S. §§ 201-2(4)(v),(vii) and (xxi). *See* Complaint Exhibit A at ¶¶ 68-74;
- f. Defendants willfully engaged in lease transactions, through a bill of sale for each sale, with 5 consumers every calendar year that does not include requisite lease disclosures and is not compliant with Sections 213.2, 213.4(b),(f),(g),(j),(l) and (m) of the TILA, which is a violation of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi). *See* Complaint Exhibit A at ¶¶ 76-82 and Exhibits 4-5;
- g. Defendants willfully accepted installment payments from 3 consumers on vehicles without holding a requisite installment seller license issued by the Department of Banking and Securities as required by Section 6211 of the Consumer Credit Code, which is a violation of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi). *See* Complaint Exhibit A at ¶¶ 84-87, 89-90; and
- h. Defendants willfully provided 1 consumer with an installment sale contract that does not comply with the requirements of Section 6221(a) of the Consumer Credit Code, which is a violation of Consumer Protection Law, 12 Pa.C.S.A. § 6202 and 73 P.S. § 201-2(4)(xxi). *See* Complaint Exhibit A at ¶¶ 84-86, 88-90.

WHEREAS, on June 8, 2018, the Commonwealth filed a Motion for order to frame the default judgement entered against Defendants, which has been stayed by Order of the Court pending the parties reaching an agreement to settle this matter through this Consent Petition.

WHEREAS, prior to and after filing the Complaint, the Commonwealth received additional consumer complaints against the Defendants evidencing that the Defendants continued

to violate the Auto Regulations, TILA, MVA, MVC, Consumer Credit Code and Consumer Protection Law. For example:

- a. On July 15, 2015, Richard Mitchell purchased a motorcycle from Defendants for a total purchase price of \$1,359.00 with 84,000 more miles than advertised and disclosed for which \$1,359.00 is claimed as restitution;
- b. On May 25, 2016, Tawny Baker purchased a motor vehicle from Defendants for a total purchase price of \$3,584.00, including \$87.00 for Defendants to transfer title and registration, which Defendants did not timely transfer and the vehicle was immediately in need of repair and for which \$3,584.00 is claimed as restitution;
- c. On August 31, 2016, Defendants utilized an unlawful lease agreement pursuant to which Tiffany McNeal was obligated to and did pay \$3,100.00, which is claimed as restitution;
- d. On September 15, 2016, Defendants utilized an unlawful lease agreement pursuant to which Emily Morrow was obligated to pay \$3,034.00 of which she has paid \$769.22, which is claimed as restitution;
- e. On February 15, 2017, Defendants utilized an unlawful lease agreement pursuant to which Somer Haskins was obligated to pay \$3,225.00 of which she has paid \$1,250.00, which is claimed as restitution;
- f. On June 6, 2015, Defendants utilized fraudulent inspection stickers and a promise to make repairs to induce John Kichman to purchase a motor vehicle for \$1,550.00 from an unlicensed salesperson, which vehicle was unroadworthy shortly after purchase and John Kichman spent \$1,296.55 on parts; Defendants promised to and never reimbursed Mr. Kichman, which amounts to \$2,846.55 claimed as restitution;
- g. On or about August 1, 2017, Defendants utilized two unlawful lease agreements for two different motor vehicles pursuant to which Sabrina Harvey was obligated to pay \$5,281.50 and has paid \$2,300.00, which is claimed as restitution;
- h. On or about November 17, 2017, Defendants misrepresented the inspection, mileage and year of the vehicle to induce Martin Martinez to purchase the motor vehicle for \$2,153.00, which is claimed as restitution;
- i. On or about September 22, 2017, Defendants utilized an unlawful lease agreement pursuant to which Savalas Pope II was obligated to pay \$5,650.00 and has paid, along with Casey Jordan, \$1,550.00 for a vehicle for which Defendants did not have title and failed to transfer title, and claimed \$1,550.00 as restitution;
- j. On or about August 2017 and November 10, 2017, Defendants utilized lease agreement that Richard Ridley paid off early and was required by Defendants to

enter into a purchase agreement unlawfully executed by Defendant San \$2,850.00. Richard Ridley has incurred and claimed restitution in the amount of \$836.52 to pay for repairs to the motor vehicle purchased;

- k. On February 28, 2017, Defendants utilized an unlawful lease agreement pursuant to which Tammy Basham was obligated to pay \$3,800.00 and has paid \$1,750.00, which is claimed as restitution; and
- l. On February 22, 2018, Seytia Van Dan and Kadeem Smothers paid \$1,000.00 toward the purchase of a motor vehicle from Defendants, which Defendants failed to have current inspection and the vehicle was returned to Defendants; thereafter, Defendants utilized an unlawful lease agreement for a second motor vehicle to replace the first uninspected vehicle pursuant to which Seytia Van Dan was obligated to pay \$6,286.50 and has paid \$1,350.00 to date, which is claimed as restitution.

WHEREAS, the Commonwealth has taken prior actions against Defendant Laughman and his businesses for violations of the Consumer Credit Code, Auto Regulations and Consumer Protection Law. A copy of the April 8, 2002 Order and Final Decree granting the Stipulation of the Parties with an attached Assurance of Voluntary Compliance dated June 1, 1999 is attached hereto as Exhibit "A."

WHEREAS, the Defendants are desirous of complying with the laws of the Commonwealth and the provisions of this Consent Petition, and have executed this Consent Petition with the intent that upon approval of the Court, the provisions of this Consent Petition shall constitute a Final Decree of the Court with respect to these parties to this Consent Petition.

WHEREAS, the Defendants hereby agree to cease and desist from engaging in any of the matters alleged by the Commonwealth to be unlawful in its Complaint by consenting to the provisions set forth herein.

WHEREAS, the parties to this Consent Petition are agreeable in the matter to accept this Consent Petition in lieu of proceeding to frame the default judgement against the Defendants.

WHEREAS, the Defendants hereby agree by the signing of this Consent Petition to recognize any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, the Defendants agree, for themselves, their successors, assigns, agents, employees, representatives, employees, franchisees, retail divisions or stores and all other persons acting on their behalf, directly or indirectly, or through any corporate or other business device as follows:

I. The above recitals are incorporated herein as though fully set forth.

II. Injunctive and Affirmative Relief

A. Defendants shall comply with any and all provisions of the Consumer Protection Law and any amendments thereto; and, is permanently enjoined from any violation thereof.

B. Defendants shall comply with any and all provisions of the Auto Regulations and any amendments thereto; and, is permanently enjoined from any violation thereof.

C. Defendants shall properly advertise their business name and address, or the word “dealer,” in all advertisements.

D. Defendants shall not misrepresent the characteristics or standards of the goods or services offered for sale within their advertisements or sales presentations.

E. Defendants shall comply with any and all provisions of the BVA and any amendments thereto; and, is permanently enjoined from any violation thereof.

F. Defendant San shall not engage in the business of selling motor vehicles without an appropriate license from the State Board of Vehicle Manufacturers, Dealers, and Salespersons.

G. Defendant New Kingstown Auto and Defendant Laughman shall not permit unlicensed sales activity.

H. Defendants shall comply with any and all provisions of the Vehicle Code and any amendments thereto; and, is permanently enjoined from any violation thereof.

I. Defendants shall no longer directly provide title or registration transfers but shall be responsible and liable for ensuring that all money submitted and forms signed by a consumer, such as title and registration fees and paperwork, are forwarded to PennDOT within twenty days from the date of sale as prescribed by the Vehicle Code. If Defendants use a third party for such paperwork, Defendants shall turn over all requisite consumer information or documents to the third party no later than one (1) business day after a consumer purchase.

J. Defendants shall comply with any and all provisions of Regulation M and any amendments thereto; and, is permanently enjoined from any violation thereof.

K. Defendants shall be permitted to offer customers Rent to Own agreement(s) but must fully comply with any requisite laws and regulations pertaining thereto.

L. Defendants shall comply with any and all provisions of the Consumer Credit Code and any amendments thereto; and, is permanently enjoined from any violation thereof.

M. Defendants shall no longer accept installment payments for vehicles unless Defendants obtain an installment seller license issued by the Department of Banking and Securities and provide consumers with an installment sale contract that complies with the requirements of the Consumer Credit Code.

III. Monetary Relief

A. Upon execution of this Consent Petition, Defendants shall be jointly and severally liable for and agree the sum of Fifty Thousand Eight Hundred Ninety Two Dollars and 29/100

(\$50,892.29) (hereinafter "Required Payment") to the Commonwealth of Pennsylvania, Office of Attorney General, which shall be allocated as restitution and costs as follows:

1. **Restitution**: Defendants hereby acknowledge and agrees to pay and be liable for the payment of Twenty Five Thousand Three Hundred Sixty Seven and 29/100 Dollars (\$25,367.29) as restitution to the Commonwealth of Pennsylvania, Office of Attorney General, to be distributed by the Commonwealth for restitution to consumers who have submitted complaints, as set forth herein, against Defendants to the Commonwealth and/or to those consumers who have been harmed by Defendants' business practices. The amount, timing and manner of distribution of restitution shall be within the sole discretion of the Commonwealth.

2. **Costs of Investigation**: in the amount of Twenty Five Thousand Five Hundred Twenty Five and 00/100 Dollars (\$25,525.00), which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. **Civil Penalties**: in addition to the Required Payment set forth in Paragraph III(A), above, the Defendants shall pay the Thirty One Thousand and 00/100 Dollars (\$31,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

C. **Payment Terms:**

1. Civil Penalties, pursuant to Paragraph III.B., shall be suspended and shall not become due and payable by Defendants to the Commonwealth unless and until a Court determines that the Defendants have engaged in acts or practices that violate any of the terms of this Consent Petition.

2. All restitution and costs of investigation, pursuant to Paragraph III.A.1. and III.A.2., shall be paid with an initial payment of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) upon execution of and before filing the Consent Petition. Thereafter, the Defendants shall make monthly payments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), by the first of each month starting the first month after the Effective Date and shall end at such time when the full amount has been remitted to the Commonwealth; these payments shall first be applied to restitution.

3. Defendants shall make all payments by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, Office of Attorney General, and forwarded to Juan P. Sánchez, Senior Deputy Attorney General, Bureau of Consumer Protection, 15th Floor Strawberry Square, Harrisburg, Pennsylvania 17120.

4. The Commonwealth shall not be required to give any notice whatsoever to Defendants of their failure to pay any payment as set forth above in order for such lack of payment to be deemed a violation of this Consent Petition.

5. In the event that Defendants fail to make any one payment within twenty (20) days after the due date of the payment, or if Defendants are late in making any two (2) payments by more than five (5) days, regardless of whether they are consecutive or non-consecutive, the Commonwealth, at its sole option, may accelerate the money ordered to be paid and declare the entire unpaid balance immediately due and owing. Upon written demand, Defendants shall immediately make full payment of the accelerated amount within twenty (20) days of said

demand. Failure to pay the accelerated amount shall be deemed a violation of this Consent Petition and subject Defendants to all of the sanctions and penalties provided by the Consent Petition and otherwise by law.

6. Defendants shall provide restitution to any substantiated and documented consumer complaints filed with the Bureau of Consumer Protection within ninety (90) days of the filing of this Consent Petition. Any complaint that is postmarked by the ninetieth (90th) day shall be deemed timely. Copies of any complaints or requests made directly to Defendants shall be forwarded to the Commonwealth to:

Office of Attorney General
Bureau of Consumer Protection
Juan P. Sánchez
15th Floor Strawberry Square
Harrisburg, Pennsylvania 17120

7. On or before one hundred fifty (150) days of the filing of this Consent Petition, Defendants shall provide a written list to the Commonwealth documenting and verifying that any such consumer complaint has received restitution in the appropriate sum.

D. After Defendants have made the Required Payment, Defendants shall no longer have any property right, title, interest, or other legal claim in any funds held in escrow.

IV. Miscellaneous Terms

A. Harry D. Laughman, as owner of New Kingstown Auto, LLC, hereby states that he is authorized to enter into this Consent Petition on behalf of Defendant New Kingstown Auto and that his signature on this document binds Defendant New Kingstown Auto to all terms herein.

B. Defendant Laughman and Defendant San hereby state that they are authorized to enter into and execute this Consent Petition. Defendants have been represented by legal counsel and have been advised by their legal counsel of the meaning and effect of this Consent Petition.

C. The "Effective Date" of this Consent Petition shall be the date that the Cumberland County Court of Common Pleas enters an Order approving the terms of this Consent Petition.

D. Defendants shall deliver a copy of this Consent Petition to all current and future employees; and shall secure from each such person a signed and dated statement acknowledging receipt of the same.

E. 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.

F. 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, expressed 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.

G. Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition, whether required prior to, contemporaneous with, or subsequent to the Effective Date.

H. Defendants shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this Consent Petition or for the purpose of circumventing this Consent Petition.

I. If any clause, provision or section of this Consent Petition shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or section of this Consent Petition and this Consent Petition shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section or other provision had not been contained herein.

J. The Cumberland County Court of Common Pleas shall maintain jurisdiction over the subject matter of this Consent Petition and over the Defendants for purpose of enforcement of the terms of this Consent Petition and Final Decree.

K. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

L. The parties stipulate that the Final Decree, Order or Judgement to be issued pursuant to this Consent Petition shall act as a permanent injunction issued pursuant to Section 201-4 of the Consumer Law and Defendants agree by signing this Consent Petition that Defendants shall abide by each of the aforementioned provisions and that breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and seek to any other equitable relief that the Court deems necessary and proper, up to and including forfeiture of the right to engage in trade or commerce in the Commonwealth of Pennsylvania.

M. Nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity, or by any local, state, federal or other governmental entity.

N. 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 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

O. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon this Consent Petition and/or the agreements contained herein being approved by the Cumberland County Court of Common Pleas entered as a Final Decree, Order or Judgment.

P. Time is of the essence with regard to Defendants' obligations hereinafter.

Q. Defendants shall not represent or imply that the Commonwealth acquiesce in or approves of, Defendants past or current business practices, efforts to improve their practices or any future practices that Defendants may adopt.

WHEREFORE, the Defendants agree to the signing of this Consent Petition and by the entry of the Court's Order approving its terms that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions.

WE HEREBY consent to this Consent Petition for Final Decree and submit the same to this Honorable Court for making and entry of a Final Order of the Court.

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 5/13/19

By: 

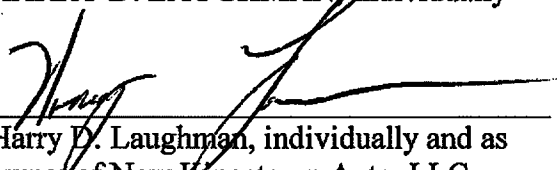
Juan P. Sánchez
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Email: jpsanchez@attorneygeneral.gov

For the Defendants:

NEW KINGSTOWN AUTO, LLC and
HARRY D. LAUGHMAN Individually

Date: 4-18-19

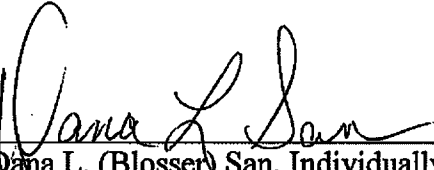
By:


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1168 West Trindle Road
Mechanicsburg, Pennsylvania 17055

DANA L. SAN, Individually

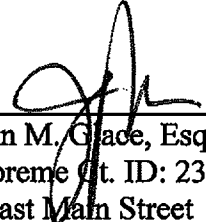
Date: 4-18-19

By:


Dana L. (Blosser) San, Individually
418 West Main Street
Mechanicsburg, Pennsylvania 17055

Date: 4/16/2019

By:


John M. Glace, Esquire
Supreme Ct. ID: 23933
1 East Main Street
Shiremanstown, PA 17011
Telephone: (717)-238-5515
Facsimile: (717)-238-6929
Email: jmglace@aol.com

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CUMBERLAND COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION- EQUITY

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OFFICE OF ATTORNEY GENERAL :

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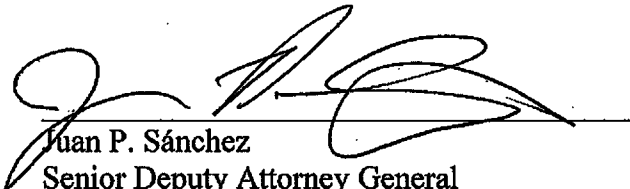
DANA L. (BLOSSER) SAN, Individually :

Defendants. :

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: May 13, 2018

By: 
Juan P. Sánchez
Senior Deputy Attorney General
Office of Attorney General
Bureau of Consumer Protection

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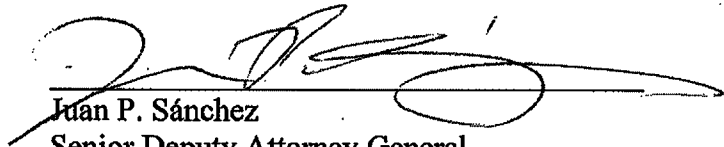
CERTIFICATE OF SERVICE

I, Juan P. Sánchez, Senior Deputy Attorney General, do hereby certify that a true and correct copy of the foregoing Consent Petition was served via first class mail on the date noted and to the recipient(s) below:

John M. Glace, Esquire
1 East Main Street
Shiremanstown, PA 17011
jmglace@aol.com

Date: May 13, 2019

By:



Juan P. Sánchez
Senior Deputy Attorney General
PA Attorney ID #206839
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