

**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
1511 PONTIAC AVENUE
CRANSTON, RHODE ISLAND 02920**

IN THE MATTER OF

**HT AUTO, LLC d/b/a
LEO'S AUTO PARTS,**

RESPONDENT

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DBR No. 24-AS-02

CONSENT AGREEMENT

It is hereby agreed by and between the Commercial Licensing Division (“Division”) of the Department of Business Regulation (“Department”) and HT Auto, LLC d/b/a/ Leo’s Auto Parts (“Respondent”)(collectively, the “Parties”) as follows:

1. Respondent holds an Auto Wrecking and Salvage License, No. AW.0000184 (“License”) with an expiration date of June 30, 2027.
2. The Respondent operates HT Auto, LLC, (d/b/a Leo’s Auto Parts) at 955 Iron Mine Hill Road, North Smithfield, RI 02896 (“Licensed Premises”).
3. Respondent was registered with the Secretary of State’s Office (“SOS”) as a domestic limited liability company beginning on July 27, 2021; a revocation notice was issued on June 16, 2025, for failure to file an annual report.
4. In the Respondent’s most recent filing with the SOS¹, the description of the character of the business operated by Respondent was reported as “auto wreckage and salvage yard,” and the Respondent’s contact person was reported as Edward Hernandez, President, the mailing address of which was the Licensed Premises.
5. On May 29, 2025, the Department’s Chief Public Protection Inspector (“Chief Inspector”) conducted an inspection of the Licensed Premises in response to several complaints, including but not limited to those received by e-mail on April 21, 2025 and May 29, 2025 by the same complainant (“Complainant”). These recent complaints regarding Respondent allege potential violations of 230-RICR-30-05-5, the *Auto Wrecking and Salvage Yards* regulation (“Regulation”), and R.I. Gen. Laws § 42-14.2-1 *et seq.* In

¹ Limited Liability Company Annual Report for 2024.

particular, the aforementioned Complainant stated that the Respondent operates at times outside the stated business hours, on Sundays, and on holidays, and that Respondent stores a number of vehicles on property that belongs to the Complainant at 911 Iron Mine Hill Rd., North Smithfield, RI ("Complainant's Property").

6. During the Inspection, the Chief Inspector observed that the Respondent did not have its License displayed.
7. During the Inspection, the Respondent admitted to the Chief Inspector that he has not been recording all the information for vehicles he has purchased.
8. During the Inspection, the Respondent admitted to the Chief Inspector that he was open for business on Memorial Day, which was Monday, May 26, 2025, and a state and federal holiday.
9. During the Inspection, the Respondent admitted to the Chief Inspector that there are approximately fifty (50) derelict vehicles on a neighbor's property; the Respondent claims that these vehicles were placed there by the previous owner of the salvage yard.

Applicable Law

10. Pursuant to R.I. Gen. Laws § 42-14.2-3. *License required*, "No person shall establish or operate an auto wrecking yard or auto salvage yard without a license therefor as provided in this chapter..."
11. Pursuant to R.I. Gen. Laws § 42-14.2-7. *Display and transfer of license*, "Every license hereunder issued shall specify the location of each wrecking yard or salvage yard and must be conspicuously displayed at that location."
12. Pursuant to R.I. Gen. Laws § 42-14.2-9, "The department may deny an application for a license, or suspend or revoke a license after it has been granted, or refuse to renew a license for any of the following reasons: ... (3) Willful failure of the applicant or licensee to comply with the provisions of this chapter or with any rule or regulation promulgated by the board."
13. Pursuant to R.I. Gen. Laws § 42-14.2-16. *License Limitation*, "No license shall be issued which would permit operation on Sundays or holidays²."
14. Pursuant to R.I. Gen. Laws § 42-14.2-21. *Storage of wrecked or junked vehicles*, "The storage of wrecked or junked vehicles or parts thereof outside the confines of the fenced area or natural barrier is strictly prohibited."

² Pursuant to R.I. Gen. Laws § 25-3-1(5), the definition of "Holidays" includes Memorial Day. Additionally, Memorial Day is a federal "holiday" pursuant to the definition set forth in 5 U.S.C. 6103, section 2(a).

15. Pursuant to the Regulation, § 5.8(A)-(C) and (E), licensees shall keep up-to-date records on site and available for inspection, preserved and maintained for the period of two (2) years, regarding all vehicles and parts purchased or sold by it.

Conditions

16. In an effort to amicably resolve this matter without an administrative hearing and to bring the Respondent into compliance with the Regulation and R.I. Gen Laws § 42-14.2-1 *et seq.*, the Parties agree to the following:
 - a. Concurrently with the execution of this Consent Agreement, the Respondent shall post its License in a conspicuous location at the Licensed Premises.
 - b. Concurrently with the execution of this Consent Agreement, the Respondent shall begin to record all information for vehicles and parts purchased and sold by it as required by the Regulation § 5.8.
 - c. Concurrently with the execution of this Consent Agreement, the Respondent shall comply with R.I. Gen. Laws § 42-14.2-16 and no longer be open for business on Sundays and legal holidays.
 - d. By or before **August 31, 2025** ("Deadline"), the Respondent shall remove all vehicles that are on Complainant's Property. If the removal of the vehicles by the Deadline cannot be accomplished due to circumstances outside the Respondent's control, the Respondent may request a one-time Deadline extension for the removal of said vehicles by a request in writing to the Chief Inspector, which must be delivered to the Chief Inspector at least five (5) calendar days prior to the Deadline to be considered ("Extension Request"). The Department may grant or deny the Request in its sole discretion.
 - e. The Respondent is subject to random inspections to ensure compliance with the Consent Agreement and shall generally co-operate with the Department in the performance of such inspections.
 - f. Respondent enters into this Consent Agreement knowingly, voluntarily and of his own free will.
16. *Final Determination.* The Parties agree that this Consent Agreement and its terms represent the final determination of this matter.
17. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Consent Agreement, the Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court

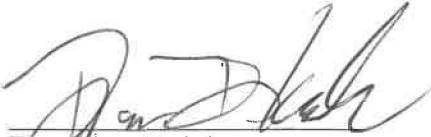
under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, *et seq.*

18. *Public Record.* Once executed, this Consent Agreement shall be a public record under the Access to Public Records Act, R.I. Gen. Laws Chapter 38-2, and § 1.3(A) of 230-RICR-10-00-1, and it shall be published on the Division's website under "Enforcement Actions."
19. *Enforcement.* Respondent's failure to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, will be a violation hereunder for which the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.
20. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve the Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other state agency.

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SIGNATURE PAGE

For the Department:



Donald DeFede
Associate Director
Commercial Licensing

Date: July 7, 2025

For the Respondent:



Edward Hernandez (Terrero)
President of HT Auto, LLC

Date: July 3, 2025