

# MINUTES

April 27, 2021



**TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE  
DIVISION OF REGULATORY BOARDS  
MOTOR VEHICLE COMMISSION  
500 JAMES ROBERTSON PARKWAY, 2ND FLOOR  
NASHVILLE, TENNESSEE 37243-1153  
FAX (615) 741-0651 (615) 741-2711**

**TENNESSEE  
MOTOR VEHICLE COMMISSION MINUTES**

**DATE:** April 27, 2021

**PLACE:** WebX Conference

**PRESENT:** Commission Members:  
Christopher Lee  
John Roberts  
Jim Galvin  
Ronnie Fox  
Stan Norton  
Victor Evans  
Ian Leavy  
Karl Kramer  
Nate Jackson  
Charles West (Joined Late)  
Debbie Melton  
Farrar Vaughan

**ABSENT:** John Barker  
John Murrey  
Kahren White

**CALL TO ORDER:** Chairman John Roberts called the meeting to order at 9:30am

Executive Director, Denise Lawrence called the roll. A quorum was established.

**MEETING NOTICE:** Notice advising the Commission of the time, date and location of the meeting being posted on the Tennessee Motor Vehicle Commission website and that it has been included as part of the year's meeting calendar since October 22, 2019, was read into the record by Executive director, Denise Lawrence. The notice also advised that the Agenda has been posted on the Tennessee Motor Vehicle Commission website since October 21, 2020. The meeting has also been noticed on the TN.GOV website.

**AGENDA:** Chairman Roberts requested the Commission look over the agenda. Commissioner Norton made a motion to adopt the Agenda, Seconded by Commissioner Melton and Commissioner Lee. Chairman Roberts called for a roll call vote.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**STATEMENT OF NECESSITY**

Chairman Roberts asked if the staff attorney, Maria P. Bush wanted to address the Commission. Ms. Bush affirmed that she wished to address the Commission and read the Statement of Necessity into the record.

**QUARTERLY MEETING MINUTES:** Chairman Roberts requested the Commission look over the minutes from the previous meeting. Commissioner Fox made a motion to approve the minutes, seconded by Commissioner Melton. Chairman Roberts called for a roll call vote.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**SALESPERSON/DEALER APPLICATIONS**

Alessia Fulton  
American Car Center, Memphis, TN

Chairman Roberts requested appeals of salespersons applications which were previously denied by the staff to be heard by the Commission for their review and consideration. After some discussion, Commissioner Fox moved to grant the license, seconded by Commissioner Jackson.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED. LICENSE IS GRANTED.**

Morgan N. Janyja, Sr.  
Tennessee Motors Enterprises, Inc., Nashville, TN

Chairman Roberts requested appeals of salespersons applications which were previously denied by the staff to be heard by the Commission for their review and consideration. After some discussion, Commissioner Jackson moved to uphold the denial, seconded by Commissioner Vaughan.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED. DENIAL IS UPHeld.**

Terry Phillips  
Florence and White Ford, Smithville, TN

Chairman Roberts requested appeals of salespersons applications which were previously denied by the staff to be heard by the Commission for their review and consideration. After some discussion, Commissioner Jackson moved to uphold the denial, seconded by Commissioner Vaughan.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Murrey</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>

<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED. DENIAL IS UPHELD.**

Lacy Teagarden  
 Newton Nissan of Gallatin, Gallatin, TN

Chairman Roberts requested appeals of salespersons applications which were previously denied by the staff to be heard by the Commission for their review and consideration. After some discussion, Commissioner Galvin moved to grant the license, seconded by Commissioner Vaughan.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED. LICENSE IS GRANTED.**

Scott Cranmore  
 Long Hyundai Inc, Chattanooga, TN

Chairman Roberts requested appeals of salespersons applications which were previously denied by the staff to be heard by the Commission for their review and consideration. After some discussion, Commissioner Fox moved to grant the license, seconded by Commissioner Jackson.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>NO</b>

<b>Christopher Lee</b>	<b>NO</b>
<b>Charles West</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>NO</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>NO</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>NO</b>

**MOTION CARRIED. LICENSE IS GRANTED.**



**Executive Director’s Report**

April 27, 2021

Since the last Commission meeting in January 2021, the following activity has occurred:

<b><u>Meeting</u></b>	<b><u>Last</u></b>
<b><u>Dealers Opened, or Relocated (Last Quarter)</u>.....49</b>	<b>64</b>
<b><u>Applications in Process</u>.....40</b>	<b>29</b>

**Active Licensees as of April 16, 2021**

Dealers.....	3569	3589
Auctions.....	29	29
Distributors/Manufacturers.....	139	137
Salespeople.....	16400	16193
Representatives.....	630	630
Dismantlers.....	242	238
RV Dealers.....	41	40
RV Manufacturers.....	80	80
Motor Vehicle Show Permits.....	1	2

**Complaint Report- Opened Complaints from January 1, 2021 - Present**

Number of Complaints Opened.....	195
Number of Complaints Closed.....	175

**Annual Sales Reports-(Due Feb 15) - Ongoing:**

Vehicles Reported Sold in 2020.....	1,218,593	1,379,420
Recreational Vehicles Reported Sold in 2020.....	8,210	8,878
Total Online Annual Sales Report Collected.....	2,635	3,112
Late Annual Sales Report Collected .....	348	803

**Total revenue from Annual Sales Report collection: \$34,800**

**Average Performance Metrics**

Average Number of Days to License... **.79 days to license with clock-stoppers**

**MVC Customer Satisfaction Rating January 2021 - Present**

Quarterly Satisfaction Rating.....**97%**

**Disciplinary Action Report January 2021 – March 2021**

Total to be collected.....**\$26,500**

**Online Adoption Across All Professions**

- **86%** online adoption for New “1010” Applications across all Professions available as of April 16, 2021.

**Administrative News**

Pursuant to the Governor’s most recent Executive Order, we are continuing to work mostly remotely. We do have a rotating schedule so that someone from MVC is in the building 2-3 days per week. We expect this to continue likely through June but I will keep you posted. Please be assured that the Motor Vehicle Commission is continuing to function at full capacity and our customers are receiving prompt and accurate service.

We have been put on notice that in-person commission meetings are expected to resume in May. Though we do not have final guidance on these meetings, we anticipate that public attendance may be limited. Remote access will continue to be provided to our members and any public who wish to participate. As such, please plan on attending the July Commission meeting in person.

**Outreach**

Due to increased complaints from both consumers and dealers, the MVC has issued guidance to our dealers relative to advertising compliance. We emailed those dealers for whom we had email addresses and sent a hard copy in the mail. We have included a copy of that correspondence in your packet.

As a result of our communication, we have received an uptick in inquiries from many of dealers seeking guidance. Additionally, staff is spot-checking online advertising daily. Commission members have expressed their opinion that advertising compliance should be a priority and we believe this is a good first step. We will continue these efforts and keep you all posted.

Chairman Roberts called for a motion to approve the Director's Report. Commissioner Melton made a motion to approve the Director's Report, seconded by Commissioner Barker.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED.**



STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
OFFICE OF LEGAL COUNSEL  
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DAVY CROCKETT TOWER, 12<sup>TH</sup> FLOOR  
NASHVILLE, TENNESSEE 37243  
TELEPHONE (615) 741-3072 FACSIMILE (615) 532-4750

**MEMORANDUM**

**Privileged and Confidential Communication – Attorney Work Product**

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**TO: Tennessee Motor Vehicle Commission**

**FROM: Erica Smith, Associate General Counsel  
Stuart Huffman, Associate General Counsel**

**DATE: April 27, 2021**

**SUBJECT: MVC Legal Report**

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1. **2020091411 (ES)**  
**Date Complaint Opened: 11/30/2020**  
**First Licensed: 07/01/2020**  
**Expiration: 06/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant brought their vehicle to Respondent to have two new tires installed and claims that used tires were installed. Additionally, Complainant claims Respondent did not honor a warranty that would provide free replacement tires. Respondent provided proof that the tires that were installed were used and refunded Complainant for the charges to replace the tires. Complainant is satisfied with the resolution of this matter and no violations were committed by Respondent. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

2. **2020092181 (ES)**  
**2021014501**  
**Date Complaint Opened: 2020092181: 11/30/2020, 2021014501: 02/24/2021**  
**First Licensed: 06/11/2013**  
**Expiration: 12/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2018 – One complaint closed with \$2,000 civil penalty for engaging in false, fraudulent, or deceptive business practices.**

**2020092181**

Complainant purchased a vehicle from Respondent in July of 2019 and claims Respondent was unfair, deceptive and misleading about the amount of money required as a down payment. Complainant alleges they are now having issues with the lender regarding the “high end” vehicle but provides no further detail or explanation of the issue that led to the filing of this complaint. Respondent states that this transaction included the Complainant utilizing manufacturer incentives toward the down payment. The manufacturer incentives were disclosed to the

Complainant and authorized for use by them, at the dealer's discretion, and ultimately applied to the balance of the vehicle purchased. Respondent has attempted to reach out to Complainant to be of assistance but has not been able to reach Complainant and was not notified of any issues prior to the complaint being filed. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2021014501**

Complainant purchased a vehicle from Respondent on 1/22/21 and noticed some damage to the front of the radio, which was allegedly mentioned to the salesperson. Complainant alleges they were assured by the finance manager that the radio would be covered by the extended warranty they purchased. Complainant then attempted to have the radio repaired and was informed by the dealer and the warranty company that it was not covered because it was considered previous damage. Respondent has since spoken with Complainant and agreed to replace the radio at their own cost, and Complainant is satisfied with this resolution. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

3. **2020094211 (ES)**  
**Date Complaint Opened: 12/09/2020**  
**First Licensed: 01/22/2010**  
**Expiration: 12/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during an inspection on 12/8/20 for employing two salespersons with expired licenses. Counsel recommends issuing a \$500 civil penalty for each expired salesperson license, for a total \$1,000 civil penalty.

**Recommendation: Authorize a \$1,000 civil penalty for employed two salespersons with expired licenses**

**Commission Decision: Concur.**

**4. 2020094821 (ES)**

**Date Complaint Opened: 12/14/2020**

**First Licensed: 03/05/2012**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for off-site sales.**

Complainant purchased a used vehicle from Respondent in January of 2020. Complainant alleges Respondent did not disclose the vehicle had been in an accident or that it had body work. When Complainant tried to register the vehicle in California in July 2020, the California Highway Patrol had to do an investigation because the vehicle had mismatched VINs. The CHP concluded that it was not a stolen vehicle but that the door must have been replaced because it did not match the windshield VIN. Complainant wants Respondent to buy back the vehicle. Respondent provides the CarFax that was given to Complainant at the time of purchase which does not reveal any accidents. Respondent also provided the safety inspection report from the pre-sale inspection done on 1/22/20. Complainant was aware they were purchasing the vehicle as-is and signed the proper forms acknowledging such. Respondent cannot explain the mismatched VINs but suggested there could have been a repair between January and July 2020 with salvage parts. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2020095221 (ES)**

**Date Complaint Opened: 12/14/2020**

**First Licensed: 03/05/2012**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for off-site sales.**

A Notice of Violation was issued to Respondent during inspection on 12/10/20 for having an unlicensed location across the street from their dealership where vehicles were displayed for sale and with an open gate where the public could enter. This is the second time Respondent has been cited for this violation since 2019. Respondent also failed to produce an active city or county business license. Counsel recommends issuing a \$1,000 civil penalty for failing to have a license for each location and a \$250 civil penalty for failing to have each business license, for a total \$1,500 civil penalty. Counsel also recommends requiring the Respondent to appear in front of the Commission at the July meeting to discuss why they continued to engage in offsite sales despite being disciplined already for the violation.

**Recommendation: Authorize a \$1,500 civil penalty for failure to have a dealer license for each business location and for failure to produce an active county and city business license; and Respondent must appear before the Commission at the July meeting**

**Commission Decision: Concur.**

**6. 2020093031 (ES)**

**Date Complaint Opened: 12/04/2020**

**First Licensed: 03/05/2012**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for off-site sales.**

Complainant brought their vehicle to Respondent's service department in October 2020 related to their following concerns: rattling noise when accelerating, popping noise from wheel over bumps and rough roads, A/C making noise on a certain setting. Complainant alleges Respondent misdiagnosed their vehicle, failed to make a claim with their warranty company due to the misdiagnosis and released the vehicle without being completed fixed and repaired. Respondent feels they have gone above and beyond for Complainant by working for a week trying to diagnose the issue without charging diagnosis fees and providing a loaner vehicle at no charge. Complainant kept the loaner for an additional week and refused to return it. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 7. 2020094921 (ES)**  
**Date Complaint Opened: 12/15/2020**  
**First Licensed: 10/23/2015**  
**Expiration: 10/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent quoted their mother \$4,000 for a transmission fix, stating that it would not be covered by an extended Technical Service Bulletin (TSB). Complainant states the TSB extends the vehicle's warranty 7 years/84,000 miles. Complainant states their mother purchased the vehicle in 2015 and is under the mileage by 3,000 miles. Complainant states Respondent told them the warranty starts with the first owner, which would have been in February 2013. Complainant states they received no letters or certified mail regarding the TSB and wants recourse since they are still within the mileage. Respondent states the vehicle was covered under the warranty extension until 2/4/20. Respondent requested goodwill assistance from the manufacturer but was denied due to no customer loyalty history. Respondent is not liable for warranties offered by the manufacturer. Respondent discounted the repairs by \$1,000 in hopes of gaining them as a new customer and has been nothing but helpful. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 8. 2020095311 (ES)**  
**Date Complaint Opened: 12/14/2020**  
**First Licensed: 10/23/2015**  
**Expiration: 10/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent on 10/6/20 and alleges Respondent has failed to provide title and registration as of 11/17/20. Complainant and Respondent then confirmed the issue has been resolved and Complainant received their title and registration. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 9. 2020091841 (ES)**  
**Date Complaint Opened: 11/30/2020**  
**First Licensed: 10/30/2012**  
**Expiration: 10/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2017 – One complaint closed with \$2,000 civil penalty for engaging in false, fraudulent, or deceptive practices.**

Complainant purchased a used vehicle from Respondent on 2/21/20 and claims they have failed to provide Complainant with the necessary paperwork needed for registration. Complainant alleges Respondent did not use a Conditional Delivery Agreement as required. Complainant further alleges Respondent took the vehicle without permission. Respondent states

Complainant financed the vehicle and left the dealership with all paperwork but the deal was never finalized due to COVID. The Complainant lost their job during this time and sent the finance company an unemployment letter so financing fell through. Respondent provided a loaner vehicle while Complainant got their affairs in order and offered to refund their money but Complainant wanted to keep the car. Complainant told Respondent they had a big lump sum of money coming soon and they would buy the vehicle outright. Over time, Complainant never provided any funds to pay the balance on the vehicle. Respondent repossessed the vehicle and offered Complainant their deposit back, without any charges for driving Respondent's vehicle for months. An investigation was conducted. The investigation revealed Complainant was provided with all of the proper paperwork but a Conditional Delivery Agreement was not used as part of the transaction. Counsel recommends issuing a \$500 civil penalty for failure to use a Conditional Delivery Agreement in this transaction.

**Recommendation: Authorize a \$500 civil penalty for failure to use a Conditional Delivery Agreement**

**Commission Decision: Concur.**

**10. 2020090101 (ES)**

**Date Complaint Opened: 11/17/2020**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant is a city codes officer who alleges unlicensed activity at Respondent's business. Specifically, Complainant alleges the Respondent has multiple vehicles displayed for sale at their restaurant. An investigation was conducted. The investigator spoke with Respondent's owner who was cooperative and did not uncover any evidence of unlicensed activity. Complainant never followed up with the investigator as requested. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**11. 2020090431 (ES)**

**Date Complaint Opened: 11/18/2020**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges unlicensed activity at Respondent's business. Complainant provided a picture of a building with 5 vehicles parked in front, with 2 of those vehicles appearing to have for sale signs in the front windows. An investigation was conducted. Complainant did not want to pursue the matter and would not provide any kind of statement to the investigator. The investigation revealed that the person who owns the Respondent business, which is a bar, owns the 2 vehicles which were for sale. Respondent has since removed the vehicles from outside of the business. The investigation revealed that the person who owns the vehicles occasionally sells vehicles individually but has not sold more than 5 cars in a calendar year. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**12. 2020090591 (SH)**

**Date Complaint Opened: 11/19/2020**  
**First Licensed: 09/23/2014**  
**Expiration: 08/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2016 – One complaint closed with \$1,000 civil penalty for failure to maintain liability insurance.**

Complainant alleges that the Respondent never gave title to a vehicle purchased four years ago. Instead, after two years of waiting, Respondent gave them two other vehicles to use. There has

been no response from Respondent.

**Recommendation: Authorize a civil penalty of \$250 for not responding to the Commission. An investigation will be opened as well.**

**Commission Decision: Concur.**

**13. 2020092451 (SH)**

**Date Complaint Opened: 12/01/2020**

**First Licensed: 08/22/2002**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle on 11/25/2020 after a test drive. The left blinker worked intermittently and other electrical gauges began to fail. Complainant took it to a mechanic and while diagnosing the issue, it was determined the vehicle's door was full of sand and the vehicle had been in a flood which was the cause of the electrical issues.

Respondent states the vehicle has a clean title, the vehicle was services and passed emissions before sale. Respondent admits the vehicle was purchased in Florida but is a 4x4 and could have been driven in sand dunes, however, it was never flooded. Further, the vehicle was sold as-is and Complainant did take a test drive. The Carfax does not show it to be in a flood.

**Recommendation: Close.**

**Commission Decision: Concur.**

**14. 2020092711 (SH)**

**Date Complaint Opened: 12/03/2020**

**First Licensed: 03/05/2007**

**Expiration: 02/28/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with Letter of Warning for engaging in false, fraudulent, or deceptive practices.**

Complainant alleges Respondent sold a 2005 vehicle but advertised it as a 2009; also alleges that the price was several thousands of dollars over the worth of the vehicle. Respondent states that they can only finance at the amount the bank allows under NADA. The Bill of Sale states 2005 and the VIN shows it to be a 2005 model. It has been 8 years since the Complainant purchased the vehicle. The vehicle was listed as a 2009 in error on a page that was sent to the lender. All other pages listed the vehicle as a 2005. No advertisements were produced to show it listed as a 2009.

**Recommendation: Close.**

**Commission Decision: Concur.**

**15. 2020093181 (SH)**

**Date Complaint Opened: 12/04/2020**

**First Licensed: 02/08/2002**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practices.**

Complainant's vehicle was involved in a fender bender that damaged the rear bumper sensors. The vehicle was taken to Respondent's shop to be repaired, Complainant alleges Respondent has broken several other parts, switched the repair from insurance to warranty, and tried to coerce them to buying another vehicle. Further, the case manager has been unhelpful and ignores any calls.

Respondent attempted to replace the Blind Spot Detection system on a bumper that was replaced by another local mechanic. After two attempts to replace the BSD, the manufacturer

determined that the issue was not accident related and would be under a warrantable repair. No damage has been done to Complainant's vehicle and all components have been replaced under manufacturer's request. This unique situation has caused the manufacturer to employ an additional service engineer and have it transferred to GA. Complainant's vehicle is not eligible for a buyback due to the accident but has been contacted concerning a trade but failed to reach agreeable terms.

**Recommendation: Close.**

**Commission Decision: Concur.**

**16. 2020094741 (SH)**

**Date Complaint Opened: 12/11/2020**

**First Licensed: 05/27/2011**

**Expiration: 05/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – Two complaints closed with letter of warning for engaging in false, fraudulent, or deceptive practices.**

Complainant purchased a vehicle on 10/29/2020 with a bumper to bumper warranty. On 11/30/2020, the vehicle overheated and brought it in. The next day, Complainant was informed the head gasket was blown and long block needed replacement. They were also informed that the warranty will not cover the \$6000 replacement due to fault of the driver. Complainant states they drove it less than 800 miles.

Respondent states the vehicle was a trade-in and went through a multipoint inspection; the only issues at the time were a faulty tire sensor and needed new spark plugs. The Complainant stated the light came on for overheating and the car was driven on home after the light came on, and then into the dealership the next day. The failure to the engine was a head gasket failure. At that time the extended warranty company explained that there would have to be a disassembly of the engine to verify the casual part failure, and that the disassembly for diagnostic would be the responsibility of the Complainant until a covered warranty repair was authorized. This is normal operation for all extended warranties, and that if the engine were damaged beyond the repair of a head gasket, the warranty company would only cover the failed part value. The Complainant refused and wanted the vehicle transferred to another manufacturer dealership

shop. Respondent states the decision on the pay out from the warranty company falls into the details of the warranty contract and not Respondent.

Complainant reached out and stated the head gasket was eventually replaced under warranty but still have to pay \$3500 for other parts not covered.

**Recommendation: Close.**

**Commission Decision: Concur.**

**17. 2020090971 (ES)**

**Date Complaint Opened: 11/22/2020**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges they purchased a vehicle from Respondent and the transmission was acting up within 24 hours of the purchase. Respondent is an auto repair shop. Complainant feels that they should not have to pay for the repairs but would settle for paying half the cost. Complainant originally saw the vehicle advertised on Facebook Marketplace and purchased it from an individual. An investigation was conducted. The investigator did not find any vehicles for sale at Respondent's business when they showed up unannounced. The investigation also revealed this was an individual sale and there is no evidence of unlicensed activity by Respondent. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**18. 2020096731 (ES)**

**Date Complaint Opened: 12/21/2020**  
**First Licensed: 02/07/2020**  
**Expiration: 01/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during an inspection on 12/16/20 for the following violations: 1) the owner does not have a salesperson license but has sold several vehicles and signed the contracts in the deal files; 2) their garage liability insurance had expired 3 days prior to the inspection and was not renewed until 12/16/20; and 3) a salvage vehicle was parked outside with a dealer plate which was being driven by a salesman back and forth to Knoxville (60 miles round trip). Counsel recommends issuing a \$500 civil penalty for unlicensed activity by a salesperson, a \$500 civil penalty for the lapse in garage liability insurance, a \$1,000 civil penalty for dealer plate misuse, for a total \$2,000 civil penalty. Counsel also recommends referring this to the Dept. of Revenue to alert them of the dealer tag issue.

**Recommendation: Authorize a \$1,500 civil penalty for unlicensed salesperson, expired garage liability insurance, and dealer plate misuse; and refer to the DOR**

**Commission Decision: Concur.**

**19. 2020092641 (ES)**

**Date Complaint Opened: 12/02/2020**  
**First Licensed: 04/07/1999**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Auction**  
**History (5 yrs.): None.**

Complainant is a resident of Illinois who claims they purchased a vehicle through an auto broker from Respondent and alleges the odometer was tampered with and it was not in "running condition." Respondent is a licensed vehicle auction and their General Counsel responded on their behalf. Respondent explains they are a members-only online vehicle auction and facilitate the transactions of millions of primarily used, damaged, and salvaged title vehicles between registered sellers and registered buyers. Respondent usually does not own the vehicle being sold through their website and the vehicles are conveyed directly from the seller to the buyer.

Respondent's records reveal that Complainant is not a member and the vehicle at issue was not sold to Complainant, and Respondent provided the sales receipt. Respondent suggest that Complainant should take the issue up with the party that purchased the vehicle and then sold it to Complainant. Complainant did not respond to requests for additional information and did not provide any evidence to support the allegations. This matter was also referred to the Consumer Affairs Division, and Complainant was provided with the documents necessary to fill out an Odometer Fraud Form with the Department of Safety. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**20. 2020094641 (ES)**

**Date Complaint Opened: 12/10/2020**

**First Licensed: 05/11/2007**

**Expiration: 12/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$1,000 civil penalty for deceptive practices. 2017 – One complaint closed with \$2,000 civil penalty for issuing more temporary tags than allowed. One complaint closed with \$2,000 civil penalty for deceptive practices. 2020 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practices.**

Complainant purchased a vehicle from Respondent on 9/1/20 and at the time of transaction, added a maintenance contract for \$2,000 and GAP Insurance for \$1,000. After receiving the description of services offered with the maintenance contract and insurance, Complainant decided it was not worth the cost and went back to the dealership the week of September 14<sup>th</sup> to cancel both. Complainant states they have not received the refund. Respondent states that they have reached out to Complainant to let them know they must sign paperwork so the dealership can process the refund for the items cancelled but have not received a response or visit from Complainant. Respondent has since processed the refund request after Complainant signed the appropriate paperwork. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**21. 2020097961 (ES)**

**Date Complaint Opened: 12/29/2020**

**First Licensed: 01/27/2020**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$750 civil penalty for false, fraudulent, or deceptive practices.**

Complainant is a franchise dealer who is alleging false, deceptive and misleading advertising by Respondent, another franchise dealer of the same manufacturer. Complainant is specifically concerned with Respondent's radio and online advertising and claims their advertised prices do not accurately reflect the actual price of the vehicle. Complainant states they regularly have to attempt to overcome price manipulation with confused shoppers. Complainant states that if they are competing for the business of a consumer who wants to buy a similar make vehicle, they will always lose the battle unless a customer actually goes to the dealership to get the "real price." Complainant further states Respondent's aggressive sales tactics will overcome any uninformed buyer and Complainant or any other franchise dealer will never get the chance to sell the uninformed buyer a vehicle. An investigation and audit of Respondent's advertisements was conducted. The investigation revealed the following advertising violations:

1. Respondent's advertised prices do not include all costs and charges and any additional fees payable by the customer.
2. The starting price for every new vehicle listed on Respondent's webpage is MSRP, which includes all factory installed options. The disclaimer at the bottom of the page states the price after the "dealer discount" does not include dealer or factory installed options. Complainant feels this is blatantly deceptive.
3. Respondent's advertised prices on their website only shows a "dealer discount" with no mention that the discount includes a factory rebate in violation of Rule 0960-01-.12(4)(a). The disclaimer at the bottom of their website page does mention the price includes a factory rebate, but Complainant argues this is not "clear and conspicuous."
4. Respondent is advertising special offers that state they will offer either "up to \$7,000 over KBB for EVERY TRADE" – some offers state "up to \$7,000" but some leave out the "up to" wording making the offer look like a definite guarantee of \$7,000 over KBB.

An investigation revealed this guarantee is not true and two deal files were obtained as proof.

5. Respondent is advertising special offers in ways that appear to a consumer that all offers may be combined.
6. The advertising's fine print disclosing important information about deals and offers is very hard to see when you click on the details options because it will pixelate and/or banners will cover the details.
7. Respondent frequently offers free items, i.e., computers, vacations, Yeti tumblers or coolers, etc. with the purchase of a vehicle.
8. Some advertisements, like a Labor Day Sales Event promising to sell a choice of vehicles for \$18,488 picturing what looks to be new vehicles, fail to state that vehicles being offered are for used vehicles.
9. A Facebook comment from a customer states that they received \$7,000 over KBB but the deal file showed they only received \$4,521.50 over KBB when considering the \$1,700 conditioning cost charged to the customer. The reconditioning cost does not seem to have any reason or purpose behind it other to enhance the value given for a trade-in vehicle. An investigation revealed three deal files which revealed this practice.
10. Respondent's window stickers do not match the online advertisement prices for certain vehicles. An investigation revealed three examples of this deceptive practice.
11. Respondent's advertisements seem to promise "credit forgiveness" or credit amnesty.

Respondent has acknowledged they need to improve their advertising practices and states they are making changes. Complainant provided proof that these deceptive advertising practices are continuing even after Respondent acknowledged the problems and stated they would make changes. Counsel recommends issuing a \$10,000 civil penalty and discussing this matter, considering possibly restricting advertising for this Respondent.

**Recommendation: Discuss and issue a \$10,000 civil penalty for repetitive and severe misleading, deceptive and false advertising.**

**Commission Decision: Authorize a \$10,000 civil penalty and require respondent to cease and desist misleading, deceptive, and false advertising. Respondent is required to attend the next Motor Vehicle Commission Board meeting to explain the corrective action they have taken. Failure to appear triggers automatic license suspension for 10 days.**

**22. 2020089481 (SH)**

**Date Complaint Opened: 11/15/2020**

**First Licensed: 11/04/2016**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle on 5/25/2020 and made payments to Respondent. Complainant paid \$225 per week and states that the late charge was \$25. On 7/6/2020, they made a payment and noticed the next payment due was the same day. Respondent apparently said it was a fault in their system and that it would eventually work itself out. In July they made a payment and were told they owed an additional \$470. In September the vehicle was repossessed. They were told to bring in \$800 and they could redeem the vehicle but Respondent only applied \$300 on the receipt. Complainant alleges they continued to have issues with their payments not being applied correctly.

Respondent explains that the Complainant is not the purchaser of the vehicle and there is no privity or obligation to the Complainant. However, there have been contractual payment issues from the purchaser of the vehicle.

**Recommendation: Close.**

**Commission Decision: Concur.**

**23. 2020091381 (SH)**

**Date Complaint Opened: 11/24/2020**

**First Licensed: 09/09/2020**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased the vehicle on 8/27/2020 and as of 11/24/2020 they have not received their registration and plate. Complainant states that in November they received an urgent email from Respondent requesting an emissions test in order to complete the registration. Respondent attempted to contact Complainant numerous times but continued to have contact issues. Documents show the registration was completed on 11/30/2020.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**24. 2020092391 (SH)**

**Date Complaint Opened: 12/01/2020**

**First Licensed: 04/30/2008**

**Expiration: 03/31/2022**

**License Type: Recreational Vehicle Dealer**

**History (5 yrs.): Numerous closed without action due to lack of jurisdiction over boat sales.**

Complainant, a GA resident, purchased a RV on 9/15/2020 for cash. The title has not been received after two months and two temp tags have expired. Respondent allegedly stated that the previous title had a lien that was paid off and Respondent was waiting on the lender to send. Respondent states the title was lost in the mail after the lien was paid off in September. On 12/3/2020, the title was received and sent to Complainant. Respondent did offer to pay any GA late fees if applied even though the late delivery was not their fault.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**25. 2020091621 (SH)**

**2021008571**

**Date Complaint Opened: 2020091621: 12/01/2020, 2021008571: 02/02/2021**

**First Licensed: 12/20/2018**

**Expiration: 08/31/2020 (Expired)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

**2020091621**

Complainant placed an order to purchase an UTV on 5/29/2020 but did not get shipped to the Respondent until 10/5/2020 due to COVID-19 issues. On 10/11/2020, Complainant received an email stating the UTV was delivered but it had not been. Complainant was told that the delivery was set for mid-November but Complainant is now just wanting a refund. Respondent states that Complainant did accept delivery in December 2020 and that the delay was due to COVID-19 issues.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2021008571**

Complainant purchased an order for a motorcycle on 2/16/2020 and still has not received the title or Bill of Sale. Respondent explains that once the vehicle is received, the customer must complete an MSO request and verify the VIN. Once completed, the title clerk will then send the title. Complainant states they have requested the MSO 3-4 times and was told that the title was sent but must have been lost in the mail. Complainant wants a refund or will contest the charge.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**26. 2020091801 (SH)**

**Date Complaint Opened: 12/04/2020**

**First Licensed: 04/10/2014**

**Expiration: 03/31/2020 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of warning for failure to deliver title.**

Complainant purchased a vehicle on 4/13/2017 and never received title. Complainant left the country for a while and then they returned the Respondent had closed. The surety bond has been sent to Complainant to assist in obtaining registration.

**Recommendation: Close.**

**Commission Decision:**

**27. 2020092991 (SH)**

**2020095241**

**2020094851**

**Date Complaint Opened: 2020092991:12/04/2020, 2020095241: 12/15/2020, 2020094851: 12/11/2020**

**First Licensed: 07/07/2005**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – one complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

**2020092991**

Complainant purchased a vehicle on 8/4/2020 and have not received their registration papers as of 12/4/2020. Respondent claims to be backed up due to COVID issues. Complainant's second tag expired and filed the complaint in order to hopefully speed up the process. Respondent states that the registration papers have been delivered to Complainant on 12/13/2020 and Complainant verified.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**2020095241**

Complainant states they saw on Marketplace that a new vehicle was only \$588 but Respondent refused to sell the vehicle at the advertised price. Respondent tried to convince Complainant to purchase a different vehicle. Complainant believes this is a bait and switch scam. The advertisement shows one vehicle at a price of \$588 and another below MSRP at \$32,092. Respondent explains that the price was an obvious error.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2020094851**

Complainant purchased a vehicle in full on 7/25/2020 and has not received the registration papers as of 12/11/2020. Respondent allegedly claims they had to apply for a duplicate title in another state and that was causing the delay. Respondent explains that as a result of delays with obtaining a lien release from a previous lien holder, getting a duplicate title, absences due to FMLA by title clerks, staffing changes, and an office consolidation/relocation, this process was delayed for this amount of time. The tag and title work were completed on 1/21/2021 and Complainant has the paperwork.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**28. 2020093041 (SH)**

**2020097951**

**2021002981**

**Date Complaint Opened: 2020093041: 12/04/2020, 2020097951: 12/29/2020, 2021002981: 1/12/2021**  
**First Licensed: 07/07/2005**

**Expiration: 06/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – one complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

**2020093041**

Complainant purchased a vehicle on 7/25/2020 and paid in full but they have not received the registration papers as of 12/4/2020. Complainant states that Respondent needed an emission test in September but then lost it in December. Respondent claims the papers were completed on 12/29/2020 and Complainant has transferred ownership.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**2020097951**

Complainant co-signed for a vehicle on 5/16/2020 and had been making payments to the lender until 12/15/2020 when they learned that the account had been closed due to title issues. Respondent explains that the significant delay in the used car purchase registered and titled with the necessary lender lien interest was a result of staff absence and changes, office relocation, and previous lien holder delays in securing a lien release. Respondent had the customer come in and trade out the vehicle and into a new one. Complainant verified that all is good.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2021002981**

Complainant has not received their registration papers after 3 months and had to park the vehicle due to expired tags. Respondent explains that getting the lien release from the lien holder caused the delay, then after securing the lien, a duplicate title had to be ordered and the local county clerk was backed up for 3 months. The paperwork has finally been completed and sent to Complainant on 3/1/2021.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**29. 2020097271 (SH)**

**2021013951**

**Date Complaint Opened: 12/23/2020**

**First Licensed: 04/06/2017**

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for advertising violation.**

Complainant purchased a vehicle on 7/2/2020 and the lender has not received the title as of 12/23/2020 nor has the Complainant been able to register the vehicle.

Respondent provided a tracking number showing the title was sent to Complainant on 7/17/2020 to the address provided on the contract. In September, the Complainant called and stated they lost the title. Respondent helped obtain a duplicate title and it was picked up on 1/5/2021.

**Recommendation: Close.**

**Commission Decision: Concur.**

**30. 2020091811 (ES)**

**Date Complaint Opened: 11/25/2020**

**First Licensed: 05/26/2011**

**Expiration: 05/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent and alleges it has a rebuilt title and claims they were provided with a fraudulent Carfax report. Respondent states that the Carfax is not fraudulent and the vehicle does not have a rebuilt title. A vehicle history report proves the vehicle does not have a rebuilt title as alleged. Complainant was unable to provide any evidence to support their allegations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**31. 2020092881 (ES)**

**Date Complaint Opened: 12/04/2020**

**First Licensed: 10/24/2019**

**Expiration: 10/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent misrepresented purchased used vehicle by failing to disclose mechanical issues. Complainant wants a refund for the \$5,370.60 paid for the vehicle and to be compensated for loss and damages. Respondent allowed Complainant to trade out of the vehicle and the matter has been resolved. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**32. 2020095711 (ES)**

**Date Complaint Opened: 12/16/2020**

**First Licensed: 06/01/2001**

**Expiration: 05/31/2017 (Revoked)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – Five complaints closed with revocation of Respondent’s dealer license for failure to deliver title.**

Complainant simply states in their complaint that they need a title to a 1996 vehicle because the owner died. Respondent’s license was revoked in 2017 and they have since been out of business. Surety bond information was provided to Complainant but the statute of limitations has passed to file a claim against the bond per the bond company. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**33. 2020095731 (ES)**

**Date Complaint Opened: 12/16/2020**

**First Licensed: 05/02/2019**

**Expiration: 05/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.):**

Complainant alleges Respondent provided them with the incorrect title to their vehicle. Respondent explains that Complainant just refuses to register their vehicle because the title is one from Missouri and the car was last registered in Maryland. The clerk’s office confirmed Complainant can register their vehicle here in Tennessee with the Missouri title. Respondent states Complainant is demanding a refund or a trade and they are not obligated to do that when there is no issue with registering the vehicle with the title provided. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**34. 2020096781 (ES)**

**Date Complaint Opened: 12/21/2020**

**First Licensed: 06/03/2019**

**Expiration: 06/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant is alleging that Respondent did not disclose that the vehicle they purchased had been in an accident and are requesting a refund. Respondent states Complainant was given ample time to have the vehicle inspected and states they also inspected the vehicle which was deemed safe and there was no indication of damage. The damage referred to by Complainant was not visible and would have only been seen if parts were removed. Respondent states it is not common practice to disassemble vehicles to inspect for minute damage. Respondent also provided the deal file which shows it was sold as-is with no warranty. Further, Complainant signed the AutoCheck report which showed the vehicle had been in an accident. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**35. 2020092281 (ES)**

**Date Complaint Opened: 12/01/2020**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

This complaint was opened after information was received from the Dept. of Revenue alleging Respondent is selling vehicles without a license. They provided a list of 10 vehicles allegedly sold or gifted by Respondent in 2020. An investigation was conducted. There is no evidence of any advertisements for the sale of vehicles by Respondent and a drive-by showed no vehicles for sale at Respondent's residence. A review of the 10 registrations provided by the county clerk showed Respondent sold 2, gifted 5 and kept 3 for themselves. Counsel recommends issuing a Letter of Instruction citing the law and instructing Respondent that they can only sell 5 vehicles per calendar year without a dealer license.

**Recommendation: Letter of Instruction regarding unlicensed activity and limit of 5 vehicles sold per calendar year without a dealer license**

**Commission Decision: Concur.**

**36. 2020098191 (ES)**

**Date Complaint Opened: 12/30/2020**

**First Licensed: 12/05/2013**

**Expiration: 05/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges they purchased a vehicle on 9/21/20 but never received it. Complainant states the vehicle was in the repair shop when they bought it. Complainant states they paid a down payment of \$4,000 on 10/25/20 and then received the vehicle, which then had to go back to the repair shop. Complainant wants to cancel the contract and get their down payment back but alleges Respondent is not accommodating this request. Respondent's attorney responded to this complaint and states Complainant came to the dealership and selected a vehicle on 9/19/20. Complainant was informed at that time that the vehicle was at the dealer's shop for inspection and repair, so they would need to return at a later date to finalize the deal. Complainant insisted Respondent should hold the vehicle for them and they would come back to pay the down payment and trade in their vehicle. Respondent provides the deal file which showed Complainant would receive a \$2,000 trade-in credit and they would pay \$2,000 in cash for the down payment. Complainant signed the paperwork for the deal which included financing but called back on 9/25/20 and stated they did not want the vehicle and asked Respondent to

withdraw the financing application. Respondent provided proof they informed the lender of this change. Complainant then called back a few days later and stated they changed their mind and would come back on 10/3/20 to pay the down payment and trade in their vehicle, and this was communicated to the lender. Complainant did follow through and took possession of the vehicle, purchasing it as-is, and has not been truthful in their complaint. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**37. 2021000801 (ES)**

**Date Complaint Opened: 01/12/2021**

**First Licensed: 11/23/2015**

**Expiration: 11/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent lost their vehicle while retaining it for repairs. Complainant confirms they still have the title to the vehicle and is requesting reimbursement. An investigation was conducted. Respondent states they had been working on the vehicle but reached a point where they could go no further with repairs and subsequently informed the Complainant and asked them to come get the vehicle. Respondent states the vehicle was never picked up despite their requests and it sat there for approximately one year. Complainant's husband told Respondent they would have a specific tow company come pick up the vehicle. Respondent came in one morning and the vehicle was gone, and they assumed it had been towed as expected. Complainant contacted them two days later asking where their vehicle was and Respondent told them to contact the police and file a report if they had not had it towed away. Complainant then filed a police report. Although this is an unfortunate circumstance, there is no evidence that Respondent is responsible for the missing vehicle and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**38. 2020096721 (SH)**

**Date Complaint Opened: 12/23/2020**

**First Licensed: 10/01/2010**

**Expiration: 10/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle in October 2020 with an odometer that read 92,000 miles. When they took the vehicle for an oil change, vehicle history records showed the vehicle had 167,000 miles as of April 2019. Complainant alleges Respondent rolled back the odometer.

Respondent states the vehicle was a repossession and in bad shape, including a broken dash, dysfunctional odometer, broken wheels, and painted seats. The Complainant purchased the vehicle with knowledge of the state of repairs made to the dash and the state of the vehicle at previous repossession.

Complainant rebutted and stated they were aware of the previous condition except the odometer. A disclosure agreement falsely stated the odometer is in excess of the mechanical limits even though the odometer is capable of maximum mileage of 999,999.

**Recommendation: Recommend \$1,000 civil penalty and refer to Department of Safety.**

**Commission Decision: Concur.**

**39. 2020097391 (SH)**

**2021001551**

**Date Complaint Opened: 2020097391: 12/26/2020, 2021001551: 01/07/2021**

**First Licensed: 08/28/2015**

**Expiration: 08/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

**2020097391**

Complainant purchased a vehicle on 10/17/2020, in cash, and has not received the title after three temp tags.

Respondent states the title was sent to the address provided on 10/27/2020. They did help to obtain a dupe title and that was received on 1/8/2021. The title is at Respondent's office ready for pick up as of 1/11/2021.

**Recommendation: Authorize a civil penalty of \$500 for issuing one temporary tag as allowed by law.**

**Commission Decision: Concur.**

**2021001551**

Complainant purchased a vehicle on 10/30/2020 and have yet to receive the title as of 1/7/2021 and learned that the title has a previous lien. Respondent claims the issue is that the floorplan company is holding that title and do not want to release it. This is not the only customer we are having issues with their title because the floorplan company is not releasing the titles to us even though Respondent has paid for those vehicles. Respondent is currently in litigation in the state of Indiana regarding their account with the floorplan company and their lawyers are trying to obtain the titles to the vehicles Respondent has sold. Respondent has asked Complainant to come to the lot and try to resolve the matter.

**Recommendation: Close.**

**Commission Decision: Concur.**

**40. 2021000121 (SH)**

**Date Complaint Opened: 01/04/2021**  
**First Licensed: 10/07/2010**  
**Expiration: 08/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle on 10/13/2020 and as of 1/4/2021 they have not received the title and driving on an expired temp tag. Respondent states they have had difficulty in getting the title from New York DMV since they purchased the vehicle from a Virginia auction on 9/24/2020. The auction company has had difficulty in obtaining the title from New York. Respondent provided a record showing the correspondence between them and the auction. Respondent has offered to purchase the vehicle back from Complainant as of 1/14/2021 due to the title issue and Complainant agreed. The vehicle was repurchased by Respondent on 1/21/2021.

**Recommendation: Close.**

**Commission Decision: Concur.**

**41. 2020092271 (SH)**

**Date Complaint Opened: 12/01/2020**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleged that Respondent was selling vehicles without a license and over the limit allowed by law by an individual. Complainant allegedly saw at least 7 vehicles advertised by Respondent on Marketplace. An investigation was conducted and found no vehicles on the Respondent's property and no record of registering any vehicles at the local county clerk's office. Respondent admitted that he listed individually owned vehicles on Marketplace for his friends that were not computer literate but he has since stopped.

**Recommendation: Letter of Warning.**

**Commission Decision: Concur.**

**42. 2020092291 (SH)**

**Date Complaint Opened: 12/01/2020**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges unlicensed activity and off-site sales by Respondent. An investigation was conducted and found that Respondent acts as a broker and has an office suite located in Tennessee. Respondent has a dealership license in Mississippi, purchases vehicles from Tennessee insurance auction and has the vehicles rebuilt in Arkansas, then submits the paperwork to have title changed to a Tennessee rebuilt title. The Respondent then sell the vehicles to individuals that may or may not be located in Tennessee. The paperwork is sometimes completed at the TN office suite. Respondent also has other individuals that use their auction license to purchase vehicles for personal use.

**Recommendation: Authorize a civil penalty of \$5,000 for unlicensed activity.**

**Commission Decision: Concur.**

**43. 2020075661 (SH)**

**Date Complaint Opened: 09/29/2020**

**First Licensed: 03/28/2018**

**Expiration: 02/28/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle on 8/31/2020 and agreed the vehicle would be picked up in Kansas City, Missouri. The verbal agreement was no more than \$500 per month, however when the vehicle was picked up there was no paperwork on the purchase. Complainant received the

contract and it showed \$691 per month along with other fees not agreed upon. Complainant contacted Respondent on 9/24/2020 to cancel the contract due to alleged breach of contract but had trouble reaching anyone.

Respondent rescinded the contract and the vehicle was returned.

**Recommendation: Close.**

**Commission Decision: Concur.**

**44. 2020064151 (SH)**  
**Date Complaint Opened: 08/21/2020**  
**First Licensed: 05/23/2019**  
**Expiration: 03/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent sold a salvaged vehicle without notifying them or signing a disclosure. The vehicle purchased by Complainant had a rebuilt title issued before the sale.

Respondent claims the Complainant knew about the salvage history and signed the Disclosure Agreement, which was provided. Respondent states that Complainant is upset because a detailer, not associated with Respondent, destroyed the paint and a headlight. They also claim Complainant voluntarily surrendered the vehicle but is still responsible for the contract balance.

Complainant denies signing a Disclosure and alleges forgery. Complainant says that the Respondent was upset when they did not have the Disclosure statement in the file and agreed to trade out to another vehicle but Complainant would need more down payment. Complainant also states they did not voluntarily drop off the vehicle, the vehicle was repossessed from work on 8/17/2020.

An investigation was made and discovered that Respondent has several locations. At this

particular location, Respondent had four vehicles for sale with a rebuilt title and three did not have the anti-theft stickers affixed. Respondent claims they have not been receiving the stickers with the titles but usually receive them later. When they do receive they are put on the vehicle immediately. Further, the titles list a different address other than the licensed location of the vehicle offered for sale. Respondent is using their main lot for some of these titles. Respondent is a S Corp.

**Recommendation: Close.**

**Commission Decision: Concur.**

**45. 2020086931 (ES)**

**Date Complaint Opened: 11/05/2020**

**First Licensed: 10/21/2019**

**Expiration: 10/31/2021- CLOSED**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent in August 2020 and alleges they have not received their tag or title. An investigation was conducted. Respondent's dealership closed in August 2020 and their license was cancelled in December 2020. Complainant has since contacted their local county police department about the title/tag and was informed the vehicle had a lien. Complainant was instructed to file a report with the State of Tennessee to obtain their title and has also been sent the surety bond information by our office. Counsel recommends closing and flagging this complaint considering Respondent's dealership has been closed and they no longer have an active license.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**46. 2020095791 (ES)**

**Date Complaint Opened: 12/16/2020**

**First Licensed: 05/29/2019**

**Expiration: 05/31/2021 (Closed 11/04/2020)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 8/21/20 and alleges the lender has not received the title from Respondent. Respondent closed their dealership in November 2020 and their license was cancelled. Complainant has been provided with the surety bond information. Counsel recommends closing and flagging this complaint considering Respondent's dealership has been closed and they no longer have an active license.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**47. 2021002411 (ES)**

**Date Complaint Opened: 01/12/2021**

**First Licensed: 12/13/2013**

**Expiration: 12/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent has not given them the tag to their vehicle. Respondent and Complainant confirmed this issue was resolved and Complainant wished to drop the complaint. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**48. 2021003341 (ES)**

**Date Complaint Opened: 01/15/2021**

**First Licensed: 09/01/1991**

**Expiration: 07/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – Two complaints closed with letter of warning for false, fraudulent, or deceptive practices.**

Complainant alleges Respondent did not disclose that a second car was included in the contract. Complainant claims Respondent manipulated them into purchasing two vehicles when they believed they were just buying one vehicle. Complainant provides no further details or any documentation to support these allegations. Respondent states Complainant did purchase two vehicles, one on 7/29/19 through financing, and the second was purchased with a co-buyer on 8/29/19 through financing. Respondent provided the deal files and checked the documents and signatures against Complainant's driver's license which confirmed that both contracts and sales documents were signed by Complainant. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**49. 2021005051 (SH)**

**Date Complaint Opened: 01/21/2021**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

An investigation was conducted after a Tennessee resident received an email with an embedded link advertising an offer to become a dealer being able to purchase vehicles from auction. Research failed to uncover an address or any other additional information other than a provided phone number. Our investigator spoke to an individual who identified as being a Field Manager for the Respondent. Respondent claimed that the company primarily operated out of the State of Georgia, being a Dealer Consulting Firm who helps potential customers/clients through the process of obtaining a valid Georgia dealer's license. When specifically asked about the company's business dealings within the State of Tennessee, he personally denied knowing of there being any clients and/or business activities within our State emphasizing their State of Georgia affiliation. The

investigator then called local auction companies for any evidence of activity by Respondent in TN. One auction company explained that a majority of facilities, partner with a certain database that processes dealer's registration for buying authorization in auction facilities. Should Respondent be registered with an auto auction and/or helping individuals gain access into auction it would likely show up on this database. The auction failed to locate any evidence of Respondent as well as subsequent research at other facilities in the area.

**Recommendation: Close.**

**Commission Decision: Concur.**

**50. 2020095501 (SH)**

**Date Complaint Opened: 12/15/2020**

**First Licensed: 03/04/2011**

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$500 civil penalty for failure to deliver title.**

Complainant purchased a vehicle on 10/18/2020 and after two months has not received the title and registration papers in order to transfer ownership in Kentucky. Respondent states that the paperwork was sent to the local KY county clerk's office and had been there for 30 days at the time of the complaint. Complainant had failed to visit the clerk's office within 60 days but has finally had the vehicle registered as of 1/25/2021.

**Recommendation: Close.**

**Commission Decision: Concur.**

**51. 2020095621 (SH)**

**Date Complaint Opened: 12/15/2020**

**First Licensed: 03/14/2018**  
**Expiration: 01/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued against Respondent on 12/9/2020 for issuing temporary tags on salvaged vehicles. During an annual inspection a vehicle was sold on 3/4/2020 however the rebuilt title was not issued until 4/3/2020. A second vehicle was sold on 12/21/2019 and the rebuilt title was issued on 1/21/2020.

**Recommendation: Authorize a civil penalty of \$5,000 for issuing temporary tags on two salvaged vehicles before obtaining a rebuilt title.**

**Commission Decision: Concur.**

**52. 2021003781 (SH)**  
**Date Complaint Opened: 01/22/2021**  
**First Licensed: 08/30/2001**  
**Expiration: 12/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle in October 2020 from Respondent. In November 2020, Complainant received a notification from a third-party warranty company warning Complainant to activate the service contract to avoid a lapse in coverage. The third-party warranty company told Complainant they were responsible for the first year of premiums and then the Respondent would be liable for the next four years. Complainant subsequently felt misled and cancelled the contract but complains that Respondent sold their private information. Respondent explains that they had nothing to do with this warranty and that it was a third-party warranty company that misleads customers into thinking they need additional warranties. Respondent denies selling any private information and keep all customer's information private.

**Recommendation: Close.**

**Commission Decision: Concur.**

**53. 2021005361 (SH)**

**Date Complaint Opened: 01/22/2021**  
**First Licensed: 02/26/2016**  
**Expiration: 05/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle in July 2020 and never received the title as of 1/22/2021. Respondent explains that he had a file of titles that went missing and needed to order a duplicate title for Complainant. As of 1/27/2021, the title was in process with the Department.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

**54. 2020096391 (ES)**

**Date Complaint Opened: 12/18/2020**  
**First Licensed: 07/28/2010**  
**Expiration: 04/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during an inspection on 12/15/20 for failure to produce a county business license and a sales tax identification number. Counsel recommends issuing a \$250 civil penalty for the business license and \$500 for the sales tax id, for a total \$750 civil penalty.

**Recommendation: Authorize a \$750 civil penalty for failure to produce a county business license and sales tax identification number**

**Commission Decision: Concur.**

**55. 2020096491 (ES)**

**Date Complaint Opened: 12/22/2020**

**First Licensed: 01/22/2019**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent in May 2020 and alleges Respondent failed to disclose that it had been in an accident in February 2020. Complainant wants a refund of their down payment and the payments made since purchase. Respondent provides the deal file which shows Complainant purchased the vehicle as-is and although the Carfax is always available, Complainant did not ask for it at the time of purchase. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**56. 2021003591 (ES)**

**Date Complaint Opened: 01/15/2021**

**First Licensed: 04/18/2011**

**Expiration: 11/30/2020 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant is a resident of North Carolina who purchased a used vehicle from Respondent in March 2019 and alleges Respondent washed the title. Complainant wants a refund of the \$3,700 paid for the vehicle. Complainant provided the North Carolina title which is clean with no branding. A Carfax report shows the vehicle was reported as a total loss in November 2018 in Tennessee. Respondent's license expired in November 2020 after they closed their dealership. Respondent provides a copy of the title which they received from the consumer who traded it

in to the dealership before it was sold to Complainant. The title is clean and was issued to that consumer in 2015. Respondent states they did not alter the title in any way and denies any wrongdoing. A vehicle history report does not provide evidence of a salvage history and there is no evidence Respondent washed the title. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**57. 2020095781 (ES)**

**Date Complaint Opened: 12/16/2020**  
**First Licensed: 02/26/2014**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Auction**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during inspection on 12/14/20 for failing to produce an active county and city business license. Respondent ended up providing proof to Counsel that the business licenses were active at the time of inspection. Counsel recommends issuing a Letter of Warning for failing to produce the active licenses during the inspection.

**Recommendation: Letter of Warning for failing to produce active county and city business licenses during inspection**

**Commission Decision: Concur.**

**58. 2020097611 (ES)**

**Date Complaint Opened: 12/28/2020**  
**First Licensed: 12/03/2019**  
**Expiration: 11/30/2021**  
**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant filed this complaint on 12/28/20 and alleges Respondent has failed to provide a title or a tag since the purchase in September 2020. An investigation was conducted. The investigation revealed six temporary tags were issued to the vehicle. Complainant received the title and registration for the vehicle in March 2021. Counsel recommends issuing a \$1,500 civil penalty for issuing four more temporary tags than allowed by law.

**Recommendation: Authorize a \$2,000 civil penalty for issuing three more temporary tags than allowed by law**

**Commission Decision: Concur.**

**59. 2020098241 (ES)**

**Date Complaint Opened: 12/30/2020**

**First Licensed: 07/24/2020**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent on 9/23/20 and alleges they have received two temporary tags but has not received the permanent tag as of 12/30/20. Respondent states that Complainant has failed to provide a piece of mail that is not older than 30 days showing their current address which is required to register the vehicle. Respondent ended up repossessing the vehicle after Complainant stopped communicating with them and failed to make payments. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**60. 2021003941 (ES)**

**Date Complaint Opened: 01/18/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 11/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a new vehicle from Respondent and alleges they paid more than they agreed to. Specifically, Complainant states they agreed to pay \$33,180 which included the \$29,935 advertised price, plus \$1,990 value package, \$160 floor mats and \$1,095 shipping fee. Complainant states the salesperson never mentioned the \$2,000 rebate being offered by the manufacturer which they assumed would be deducted from the sales price. When the final purchase order was produced by the salesperson, Complainant states it listed \$35,180 and they were confused. The salesperson explained that the \$2,000 rebate had to be included per Tennessee sales tax law. The \$2,000 would be deducted after the tax was calculated on the total price. Complainant feels they "signed away" the rebate but they still signed the contract and purchased the vehicle. Complainant wants to void the transaction and obtain a full refund. Respondent states that Complainant did receive the rebate and agreed to all of the terms and pricing when they signed the contract. Respondent did not deceive Complainant in any way and feels they are just having buyer's remorse because their friends told them they paid too much for the vehicle. Complainant even went to another dealership and looked at the same vehicle and realized they saved money by purchasing it through Respondent. Respondent went back and forth with Complainant many times and invited them back to discuss any concerns they had, and provided them and Counsel with a very detailed breakdown of the pricing. Counsel recommends issuing a Letter of Warning regarding advertising guidelines.

**Recommendation: Letter of Warning for advertising**

**Commission Decision: Concur.**

**61. 2021003961 (ES)**

**2021008281**  
**Date Complaint Opened: 01/19/2021**  
**First Licensed: 10/16/2015**  
**Expiration: 08/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**2021003961**

Complainant purchased a used vehicle from Respondent on 11/16/20 and alleges Respondent has failed to deliver the tag as of 1/19/21. Respondent states that once they began the registration process, they realized the name on the contracts did not match the name listed on Complainant's driver's license exactly. This required Respondent to rebuild the contracts through a specialized team and that process was not completed until 12/23/20. Respondent apologizes for the delay and provided a \$350 in goodwill compensation to Complainant. Respondent states the issue is resolved and Complainant has since obtained their tag. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2021008281**

Complainant is a resident of Colorado who purchased a used vehicle from Respondent on 11/24/20 and alleges Respondent has failed to deliver the title as of 2/1/21. Complainant has received two temporary tags. Respondent states they offer all customers a 7-day money back guarantee and do not start the registration process until after 7 days from purchase. Complainant had to provide an updated insurance card which was sent to a third-party vendor for processing on 12/9/20. The DMV confirmed receipt of the registration documents and title on 12/21/21. The license plate and registration was mailed to Complainant's residence after processing by the DMV and title sent to the lienholder because the vehicle was financed. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**62. 2021006191 (ES)**

**Date Complaint Opened: 01/29/2021**  
**First Licensed: 06/05/2018**  
**Expiration: 05/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 8/31/20 and alleges they have been having mechanical problems and the vehicle needs repair. Respondent states the vehicle was purchased as is and notes the signed Buyer's Guide is attached to the complaint. Respondent still sent Complainant \$200 to help with a repair regarding the mass air flow sensor over a month after purchase. Complainant then asked to return the vehicle which Respondent considered, but decided against once they realized Complainant had put over 10,000 miles on the vehicle since purchase. Respondent states there were no mechanical problems when they sold it to Complainant and as a very small dealer trying to make a name for themselves, they are very picky about what they sell. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**63. 2021006901 (ES)**

**Date Complaint Opened: 01/27/2021**  
**First Licensed: 12/19/2013**  
**Expiration: 12/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges they failed to receive a rebate from Respondent. Respondent confirms Complainant has received the full rebate and notes the rebate was actually being offered by Capital One, not Respondent. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**64. 2020098201 (SH)**

**Date Complaint Opened: 12/30/2020**

**First Licensed: 12/30/2019**

**Expiration: 12/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant has not received proper documentation to transfer ownership but Respondent has issued 5 temporary tags. An inspection of the temp tag log showed the Respondent issued 6 temp tags to the Complainant.

**Recommendation: Authorize a civil penalty of \$2,000 for issuing four temp tags over the limit as allowed by law without authorization.**

**Commission Decision: Concur.**

**65. 2021003391 (SH)**

**Date Complaint Opened: 01/15/2021**

**First Licensed: 05/31/2018**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent in July 2020 and still has not received the registration documentation as of 1/15/2021. Complainant learned that the title had not been received from the auction and the vehicle is still registered in Texas where it was purchased by

Respondent. Complainant states they received three temp tags.

Respondent explains they purchased the vehicle from auction in Texas on 6/10/2020 and title was sent to the floor planner. On 7/17/2020, the vehicle was sold to Complainant and the title and registration documentation was placed in the drop box at the local county clerk's office due to COVID. Later, Respondent inquired as to the application and was informed that it was lost so Respondent asked a third party to facilitate a duplicate title. In the meantime, the vehicle was repossessed due to non-payment.

**Recommendation: Authorize a civil penalty of \$500 for issuing one more temp tag that allowed by law without authorization.**

**Commission Decision: Concur.**

**66. 2021007521 (SH)**

**Date Complaint Opened: 02/03/2021**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent is selling stolen vehicles and parts on Marketplace; using several names and business names. Complainant submitted VINs and photos of vehicles being offered for sale and the Respondent was changing the last two numbers on the VINs. An investigator located three addresses on the advertisements; two were vacant and one was an elderly individual that had no idea what was going on. They were approached by someone three months prior about a vehicle for sale but it was not their vehicle nor located at their property. The elderly individual thought it was some sort of scam. The VINs were submitted for histories and nothing was found. The Respondent was not found also.

**Recommendation: Close.**

**Commission Decision: Concur.**

**67. 2021008561 (SH)**

**Date Complaint Opened: 02/02/2021**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent is registering numerous vehicles in the last 12 months and not licensed. Respondent is apparently purchasing vehicles from the impound lot. Complainant provided 12 vehicle registrations in Respondent's name.

An investigation revealed that Respondent purchases the vehicles from impound and uses parts on some that are in bad shape to be used on better vehicles. These vehicles are used for personal purposes and Respondent does not resale. The bad vehicles have parts removed and then hauled away as scrap. The investigator was surprised to see 9 vehicles out of the 12 that were provided by Complainant to be located at Respondent's residence. A few had proper titles in Respondent's name and properly registered for personal use.

The company that liquidates the vehicles from impound provided a list of vehicles purchased by Respondent. Respondent had purchased 38 vehicles at auction between June 2019 and January 2021. After a review of these VINs that Respondent purchased, there is no evidence of resale.

**Recommendation: Close and refer to TDEC for possible environmental issues.**

**Commission Decision: Concur.**

**68. 2021008671 (SH)**

**Date Complaint Opened: 02/03/2021**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges the Respondent is selling street legal golf carts that are over the limit of 50cc thus requiring a license. One sale is known to have occurred in Tennessee.

An investigation was conducted. Respondent stated they did not have a dealership in Tennessee but starting to get business from here via the internet. Respondent stated that they were in the process of purchasing a building in TN to open a dealership. Respondent stated that all of their sales, including for Tennessee, are done remotely and go through their location in California or Georgia and then the cart is delivered to the buyer. The number advertised is a number for the independent sales representative located in Georgia however advertisement is being conducted in a magazine in TN.

**Recommendation: Authorize a civil penalty of \$1,000 for unlicensed activity.**

**Commission Decision: Concur.**

**69. 2020094191 (SH)**  
**Date Complaint Opened: 12/09/2020**  
**First Licensed: 10/09/2019**  
**Expiration: 08/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued against Respondent on 12/7/2020 for an expired business license.

**Recommendation: Authorize a civil penalty of \$500 for an expired business license.**

**Commission Decision: Concur.**

**70. 2021000211 (SH)**

**Date Complaint Opened: 01/05/2021**

**First Licensed: 09/22/2017**

**Expiration: 07/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent sold a vehicle on 6/19/2020 that cannot be registered and continues to fail emissions. Respondent has offered to exchange the vehicle and Complainant has agreed.

**Recommendation: Close.**

**Commission Decision: Concur.**

**71. 2021000261 (SH)**

**Date Complaint Opened: 01/05/2021**

**First Licensed: 04/07/2004**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle on 12/7/2020 after test driving however a week later the vehicle broke down due to a bad transmission. Complainant believes the Respondent knew about it and should have it fixed.

Respondent states that the vehicle was in good condition at the time of sale and Complainant took a test drive prior to purchase. Complainant was happy the way the vehicle drove and decided to purchase. The vehicle was sold "As is" but the Complainant does have a third-party warranty that covers the vehicle for 24 months or 24,000 miles. All information was provided to the Complainant.

**Recommendation: Close.**

**Commission Decision: Concur.**

**72. 2021006881 (SH)**

**Date Complaint Opened: 01/27/2021**

**First Licensed: 01/11/2013**

**Expiration: 11/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle on 1/8/2021 but two weeks later the Respondent contacted them to return the vehicle because they made a mistake on the credit application. Respondent accused Complainant of lying about their income and said they would return the down payment. On 1/25/2021 the vehicle was returned but Respondent charged Complainant for an oil change and mileage, giving back a portion of the down payment.

Respondent explains that Complainant took delivery of the vehicle based on a loan approval from an outside lender. Complainant also signed a Conditional Delivery Agreement. The lender originally denied the loan because of the stated income. Complainant stated that he had just received a pay raise and it would reflect on his next pay statement he would receive at a later date. The lender approved loan based on this information and required the next pay statement reflecting the pay increase. Complainant was aware of this at time of delivery and understood that if he did not provide the required documents that the lender would reject the loan and he would be responsible for any expenses and mileage that was on the vehicle.

**Recommendation: Close.**

**Commission Decision: Concur.**

**73. 2021009391 (SH)**

**Date Complaint Opened: 02/04/2021**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Respondent(s) are allegedly selling EZ Tags that do not exist and using possible fake names.

**Recommendation: Refer to Department of Revenue.**

**Commission Decision: Concur.**

**74. 2021008091 (SH)**

**Date Complaint Opened: 02/01/2021**  
**First Licensed: 03/08/2017**  
**Expiration: 01/31/2023**  
**License Type: Recreational Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased an RV on 10/13/2020 and Respondent was to submit an application for registration and title in Indiana where Complainants live. After 45 days, title was not received and Indiana law states registration must be applied for within 45 days. On 12/30/2020, the title company stated they did not have all the documentation they needed to process the title. As of 2/1/2021, title has still not been processed.

Respondent has a third-party title processing company that handles out of state registration. Respondent did not know of the problem until 1/14/2021 in which they contacted the title company inquiring as to the issue. The title company needed a VIN verification that had to be completed by the Complainant in order to send the paperwork to the Indiana clerk.

Complainant informed the board that the verification had been completed and all is resolved.

**Recommendation: Close.**

**Commission Decision: Concur.**

**75. 2021004721 (ES)**

**Date Complaint Opened: 01/20/2021**

**First Licensed: 05/26/2011**

**Expiration: 05/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and has had continuous issues with the vehicle wobbling on the interstate and steering gear problems. Respondent has attempted to fix the problems but is unable to. Respondent details all of the times they have worked on the vehicle and provided a loaner, and helped repairs be completed under warranty. Respondent states they have done everything they can for Complainant. The last time Complainant brought the vehicle in, they were unable to duplicate any problems that the vehicle is allegedly having. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**76. 2021005251 (ES)**

**Date Complaint Opened: 01/22/2021**

**First Licensed: 04/29/2016**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent because they were able to sell them one with no credit history. Complainant has had issues keeping up with the payments due to

COVID and alleges Respondent has disabled the vehicle and is charging fees that are not adding up. Respondent states that they have since worked with Complainant due to their hardships and unwound fees, and resolved the issues to Complainant's satisfaction. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**77. 2021006871 (ES)**

**Date Complaint Opened: 01/27/2021**

**First Licensed: 04/29/2016**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$18,000 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent and alleges they were approved for a \$750 down payment but ended up having to pay more, alleges they are missing the lug nut key for their vehicle's tires and has yet to receive their permanent tag after their first temp tag was due to expire. . Complainant further alleges Respondent has not been communicating with them consistently by giving them the run-around and is rude. Respondent states they are in communication with Complainant to resolve the issues and confirm they have provided the lug nut key and permanent tag to them. Respondent states Complainant signed the lease agreement and later, a lease addendum, showing that they were aware of the deferred down payment required. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**78. 2021008081 (ES)**

**Date Complaint Opened: 02/01/2021**

**First Licensed: 12/07/2015**

**Expiration: 11/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$500 civil penalty for engaging in false, fraudulent, or deceptive practices. One complaint closed with letter of warning for incomplete temporary tag log. 2018 – One complaint closed with \$2,500 civil penalty for engaging in false, fraudulent, or deceptive practices. 2019 – One complaint closed with \$5,000 civil penalty for incomplete temporary tag log and off-site sales.**

Complainant alleges they purchased a used vehicle from Respondent, a dealer, but the purchase ended up being made through an individual. Complainant alleges no sales tax was collected which prevented them from registering the vehicle and obtaining a permanent tag. Respondent states they contacted Complainant after this complaint was filed and there was a misunderstanding. Respondent provided the Bill of Sale showing this was a dealer purchase and sales tax has been collected. Complainant has registered the vehicle and obtained their tag, and all issues have been resolved. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**79. 2021008681 (ES)**

**Date Complaint Opened: 02/03/2021**

**First Licensed: 11/12/2020**

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges they failed to disclose the accident history and frame damage. Complainant confirms they received an Autocheck report that confirmed no accident history. Complainant wants to return the vehicle for a full refund. Respondent has complied with Complainant's request and unwound the deal, and took possession of the vehicle. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**80. 2021009531 (ES)**

**2021014201**

**Date Complaint Opened: 2021009531: 02/10/2021, 2021014201: 02/25/2021**

**First Licensed: 03/21/2018**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for advertising violation.**

**2021009531**

Complainant purchased a vehicle from Respondent with gap insurance and soon after purchase, the vehicle was in an accident with a deer. Complainant ended up owing money on the vehicle and feels they are a victim of auto insurance fraud. Respondent provided proof they sent a check to Complainant for the amount owed, \$360.00. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2021014201**

Complainant purchased a vehicle from Respondent and when they were doing the paperwork, they were told the vehicle they test drove was not the one they were buying. Complainant states they were sold a loaner vehicle that had been used by the dealership. Respondent confirms that Complainant did not purchase the vehicle they originally test drove and did buy a “service

loaner” but knew exactly what they were buying. This is confirmed by the signatures on the transaction documents and deal file. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**81. 2021000831 (ES)**

**Date Complaint Opened: 01/06/2021**

**First Licensed: 10/20/2015**

**Expiration: 10/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with \$1,500 civil penalty for failure to disclose salvage vehicle. One complaint closed with letter of warning for failure to maintain liability insurance.**

Complainant is alleging fraudulent activity from the Respondent and is requesting that the Respondent buy their vehicle back or pay for the repairs. Complainant is a resident of California and bought the vehicle “sight unseen,” as is without warranty. Complainant alleges the vehicle has mechanical issues that were not disclosed. An investigation was conducted because Respondent had failed to respond to this complaint. The investigation revealed Respondent has closed their dealership and cancellation of the license has been submitted. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**82. 2021001711 (ES)**

**Date Complaint Opened: 01/08/2021**

**First Licensed: 04/29/2016**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant alleges Respondent has questionable billing practices and has charged them multiple unwarranted late fees. An investigation was conducted. Complainant did not communicate with the investigator despite multiple requests. Respondent investigated this matter and states that Complainant's insurance had lapsed but that issue has since been resolved. Respondent also refunded the damage waiver fee and resolved Complainant's concerns. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**83. 2021007371 (ES)**

**Date Complaint Opened: 01/29/2021**

**First Licensed: 09/09/2020**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent in early November 2020 and alleges they have not received the title, and further claims the vehicle does not have a clean title. Complainant wishes to return the vehicle for a full refund. Respondent states that the customer who originally sold the vehicle to them did not disclose there was a second lien on the vehicle and notes second liens do not show up in a title search with the Dept. of Revenue. Respondent ended up paying off the second lien themselves and was able to get the vehicle registered for Complainant. Respondent states that Complainant is satisfied with the resolution. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**84. 2021009921 (ES)**

**Date Complaint Opened: 02/10/2021**

**First Licensed: 06/07/2012**

**Expiration: 08/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a 1967 vintage vehicle off of Ebay and Respondent dealer was the seller. Complainant alleges once the vehicle was delivered, they noticed many things being wrong with it that were not disclosed in the auction. Respondent argues this vehicle was purchased as is and the Complainant knew and agreed to that. Complainant declined the opportunity to inspect the vehicle before purchase. There is no evidence of false advertising or any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**85. 2021012271 (ES)**

**Date Complaint Opened: 02/12/2021**

**First Licensed: 05/22/2020**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for false, fraudulent, or deceptive practice(s).**

Complainant purchased a vehicle from Respondent through financing and takes issue with the fact the loan was not approved and the vehicle had to be returned. Respondent states that Complainant had to have their brother co-sign for the financing. Two weeks after the submission of the financing paperwork to the lender, the lender told Respondent they could not verify employment of the brother. Respondent explained how important the employment verification was and tried working with Complainant and their brother to get this accomplished for almost 2 months. In the end, Respondent told Complainant there was nothing else they could do because they were at the lender's mercy. Respondent went out of their way to deliver Complainant's trade-in vehicle to them and picked their vehicle back up from Complainant.

Respondent did not charge Complainant for the 2 months of mileage put on the vehicle and notes they never had to make a payment during that time. Counsel verified Complainant signed a Conditional Delivery Agreement and there is no evidence of any violations. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**86. 2021012441 (ES)**

**Date Complaint Opened: 02/12/2021**

**First Licensed: 06/08/2018**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant brought their 2009 vehicle to Respondent's dealership for airbag and coil spring recalls. While the vehicle was at the dealership, they called Complainant and stated the axle was broken and needed to be replaced for \$367, which Complainant approved. After Complainant picked up the vehicle, it was making noises they had not heard before so they immediately brought it back to Respondent. Respondent told Complainant they needed to replace the upper control arm and strut on the same side as the broken axle which would be \$444. Complainant feels Respondent has taken advantage of the situation and they did this to avoid absorbing the cost of all of the recalls they have been doing. Respondent states they provided a loaner vehicle for Complainant each time they performed the recalls and repairs even though the vehicle was not purchased at the dealership. Additionally, Respondent covered the cost of labor and Complainant was only liable for the cost of the parts. Respondent states this was a 12 year old vehicle with high enough mileage that caused certain wear and tear, and the additional repairs performed were necessary. Respondent feels they went above and beyond for Complainant. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**87. 2021000251 (SH)**

**Date Complaint Opened: 01/05/2021**  
**First Licensed: 01/14/2019**  
**Expiration: 11/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased the vehicle on 6/7/2020 and still has not received the title as of 1/5/2021. Complainant states they have received 7 temporary tags.

**Recommendation: Authorize a civil penalty of \$2,500 for issuing 5 more temporary tags than allowed by law without authorization.**

**Commission Decision: Concur.**

**88. 2021001161 (SH)**

**2021013091**

**Date Complaint Opened: 2021001161: 01/07/2021, 2021013091: 02/19/2021**

**First Licensed: 06/22/2012**

**Expiration: 07/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with \$500 civil penalty for failure to use conditional delivery form. 2018 – One complaint closed with \$1,500 civil penalty for unlicensed salesmen. One complaint closed with letter of instruction for deal files. 2019 – One complaint closed with \$5,000 civil penalty for false, fraudulent, or deceptive practices.**

**2021001161**

Complainant alleges the vehicle was wrecked before purchase without notification from the Respondent. Issue with the vehicle began soon after purchase and were not covered under warranty. Complainant alleges Respondent admitted to the error and offered to trade out the vehicle but then said it would be two months. Complainant has since purchased another vehicle

and now has two loans.

Respondent admits the vehicle was sold prior to being fully serviced after it was bought from an auction in Florida. Complainant purchased the vehicle three days after it was delivered to TN. Respondent did not find any records from Complainant concerning the issues after purchase but would never allow an unsafe vehicle to be sold. Respondent states the Complainant reached out after 10 months for a trade but wanted to do it remotely which is not allowed with a trade. Respondent believes that the other dealer where Complainant purchased the 2<sup>nd</sup> vehicle tried to devalue the trade by making an incident on the CarFax history report an issue when it is not. No evidence of this vehicle being salvaged before purchase was found. Respondent has also offered to secure resources for Complainant regarding her existing loan with them.

#### **2021013091**

Complainant wanted to trade a vehicle for another located at Respondent's lot. The trade vehicle was allegedly worth more than the newer vehicle and the Complainant owned the trade vehicle free and clear through a LLC. According to Complainant, there would be two deals made, 1) Respondent would purchase the trade vehicle for a certain price after he produced the Articles of Incorporation, and then 2) Complainant would finance the newer vehicle. Complainant states that Respondent owes him for the trade vehicle.

Respondent states the matter has been turned over to the Police Department Fraud Division for a stolen vehicle. Complainant rebutted and produced a receipt that the trade vehicle has been paid in full so it cannot be stolen. There seems to be possible fraud against the Respondent.

**Recommendation: Close both complaints.**

**Commission Decision: Concur.**

#### **89. 2021002431 (SH)**

**Date Complaint Opened: 01/12/2021**

**First Licensed: 01/28/2016**

**Expiration: 01/31/2022 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with letter of warning for failure to supervise salesmen.**

On 7/16/2020, Complainant purchased a vehicle in cash. Respondent informed Complainant that they were waiting on the title from a dealer in Minnesota. After months of waiting, Respondent told Complainant that the MN dealer went out of business and it would be up to Complainant to track down the title.

Complainant explained to the investigator that they received the surety bond information and after forwarding documentation the bond company refunded the purchase price to Complainant. Complainant is satisfied with the outcome. Respondent has closed its business in December 2020.

**Recommendation: Close.**

**Commission Decision: Concur.**

**90. 2021009601 (SH)**

**Date Complaint Opened: 02/05/2021**

**First Licensed: 12/09/2019**

**Expiration: 10/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle after a test drive on 1/15/2021. Complainant purchased an extended warranty that covered for 3 months, 5000 miles. Within a month the transmission began to have issues and eventually the vehicle stalled. The warranty company said the miles were different and not going to cover the repairs.

Respondent states that the vehicle was sold "As is" but about a week later, Complainant called about a fast takeoff when switching gears. Respondent agreed to take a look at it and found no problems when driving it. A few days later, Complainant contacted Respondent about an

incident where the vehicle stopped on her. It was determined that Complainant had mistakenly used the shifter pedals on the steering wheel when trying to adjust the radio volume. Complainant purchased the extended warranty. Respondent believes Complainant has possibly damaged the transmission by using the shifter pedals on the steering wheel incorrectly.

**Recommendation: Close.**

**Commission Decision: Concur.**

**91. 2021011991 (SH)**

**Date Complaint Opened: 02/11/2021**

**First Licensed: N/A (Unlicensed)**

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

A County Clerk's office filed a complaint against the Respondent for allegedly selling vehicles without a license and advertising the vehicles at a certain location. A video was posted on Respondent's Facebook page showing 4-5 vehicles being offered for sale. An investigation was conducted and the Respondent stated the vehicles were of his own and that he had advertised two for sale. The Respondent also stated he sometimes allows friends to park the vehicles for sale in front of his girlfriend's business but he does not sell them. Respondent does advertise them on his Facebook page. There were two vehicles in front of the business at the time of the investigation. Both were owned by Respondent's friends but Respondent was holding the title. Respondent does not register the vehicles in his name but will take the buyer to the Clerk's office to complete the transfer. Respondent stated he did this so he did not have to pay fees. The advertising of the vehicles on Respondent's page is facilitating the sale of these vehicles.

**Recommendation: Authorize a civil penalty of \$500 for unlicensed activity.**

**Commission Decision: Authorize a civil penalty of \$1,000 and request a follow-up inspection in 60 days.**

**92. 2021013461 (SH)**

**Date Complaint Opened: 02/19/2021**

**First Licensed: 09/23/2015**

**Expiration: 08/31/2017 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant never received title for their vehicle they purchased on 3/20/2020 and now the Respondent has closed its business. The surety bond has been sent to Complainant.

**Recommendation: Close.**

**Commission Decision: Concur.**

**93. 2021006481 (SH)**

**Date Complaint Opened: 01/29/2021**

**First Licensed: 05/03/2013**

**Expiration: 04/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle that was wet on the inside from what they thought was due to rain the previous day but Respondent claimed it was damp due to cleaning. Two weeks later it rained and the vehicle was completely wet; Respondent agreed to look at it and fix. Complainant says it rained again and the same issue happened at least three other times. Respondent had the vehicle in its possession and Complainant claims Respondent wanted more money in order to release it back. Complainant further alleges Respondent sold the vehicle and did not pay the sales tax because it was still in previous owner's name.

Respondent states the vehicle was properly fixed and they repossessed the vehicle due to non-payment. Respondent says they will sell the vehicle, apply a credit to what Complainant owes, then may pursue in Court. Respondent produced the title that shows they are the owner.

An investigation was conducted and determined that Respondent owns a lot across the street that is not properly licensed. Respondent stated he did not sell vehicles from that lot and is used for storage. The lot has a lighted sign, vehicles on display with window stickers, and an open sign on an office building.

**Recommendation: Authorize a civil penalty of \$500 for selling vehicles on an unlicensed lot.**

**Commission Decision: Concur.**

**94. 2021009851 (SH)**

**Date Complaint Opened: 02/06/2021**

**First Licensed: 05/18/2004**

**Expiration: 02/28/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant took a test drive and noticed the engine light was on. Respondent ran a diagnosis test and determined the issue would cost less than \$200. Complainant claims that Respondent said not to worry about it since there are no required emissions testing in that county. Complainant did not worry about it since they had reduced the price and it would not cost much to have it repaired. Complainant was showed an extended warranty but did not purchase because it did not cover much, including the power train. Two days later, Complainant was driving and the transmission light came on and the vehicle would not accelerate. Complainant took the vehicle to a mechanic and it was determined that the transmission needed to be replaced for \$2400. Complainant called Respondent and was told the vehicle was "as is" and was sold at a very good price.

Respondent explains the vehicle was sold "as is" and the warranty offered included the power train. A copy of the two warranties offered at sale show the same. The price was also drastically reduced. Respondent states that if they knew the transmission was bad they would have replaced it before selling.

**Recommendation: Letter of Warning.**

**Commission Decision: Close.**

**95. 202101271 (SH)**

**Date Complaint Opened: 02/18/2021**

**First Licensed: 10/28/2015**

**Expiration: 10/31/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a vehicle and claims that after putting gas in it the next day it would not start. After two weeks, Complainant states that they have had nothing but issues and now wants their down payment returned.

Respondent states the vehicle was sold "as is" with no warranty. Respondent diagnosed the issue to be a bad battery and needed to be replaced. Respondent spoke with Complainant a few days later and asked if the battery had been replaced; Complainant said no. Two weeks later, Complainant called and said they had not replaced the battery but replaced the alternator. Respondent stated that the alternator did not need to be replaced. Respondent took the vehicle and determined that the alternator and battery had not been replaced. Respondent offered to split the costs of the battery and Complainant agreed. After replacement, the vehicle has had no problems.

**Recommendation: Close.**

**Commission Decision: Concur.**

**96. 2021012961 (SH)**

**Date Complaint Opened: 02/17/2021**

**First Licensed: 06/29/2017**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

On 2/21/2021, Complainant's daughter purchased a vehicle that was way over value and very high interest. The daughter did not have good credit and would not be able to afford insurance. Complainant alleges that Respondent allowed the daughter to leave without insurance and also the salesperson made some inappropriate remarks. When the daughter could not get insurance, she requested Respondent to take back the vehicle and return the down payment.

Respondent denies any allegations made and states that while the salesperson was finding an affordable insurance policy, the daughter left the lot. The salesperson thought the daughter obtained the policy on her own and an agent would send a copy of the policy. Later, Respondent received a call that daughter could not get insurance and the parents would not allow her to have the vehicle without insurance. Respondent has since established a policy that no sales contracts are to be prepared in anticipation of receiving insurance policy information and no potential buyer shall hold onto the keys. Respondent took back the vehicle and made a full refund to Complainant's daughter.

**Recommendation: Letter of Warning.**

**Commission Decision: Concur.**

**97. 2021000411 (ES)**

**Date Complaint Opened: 01/06/2021**

**First Licensed: 03/28/2011**

**Expiration: 03/31/2021 (Expired-Grace)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during inspection on 1/4/21 for failing to produce an active county business license. Respondent's license has expired and the inspector noted that no vehicles have been sold by Respondent in some time. Counsel recommends closing and flagging this matter.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**98. 2021007271 (ES)**

**Date Complaint Opened: 01/28/2021**

**First Licensed: 08/11/2016**

**Expiration: 07/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$500 civil penalty for failure to use rebuilt disclosure form. 2019 – One complaint closed with \$1,000 civil penalty for selling a salvage vehicle before obtaining a rebuilt title.**

Complainant purchased a used vehicle from Respondent and alleges they failed to disclose it was a salvage vehicle with a branded title. Respondent states this vehicle has a clean and clear title with no branding. Respondent further notes they have had the vehicle for over a year, have no issues with it (which Complainant confirms) and have an extended warranty. Respondent has also offered to trade the vehicle in for another but Complainant's credit does not allow for that at this time. A vehicle history report shows no history of the vehicle being salvaged or rebuilt. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**99. 2021010391 (ES)**

**Date Complaint Opened: 02/08/2021**

**First Licensed: 01/24/2018**

**Expiration: 11/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during inspection on 2/4/21 for failing to have a licensed salesperson at their dealership. Counsel recommends issuing a \$500 civil penalty for unlicensed activity.

**Recommendation: Authorize a \$500 civil penalty for failure to have a licensed motor vehicle salesperson**

**Commission Decision: Concur.**

**100. 2021004521 (ES)**  
**Date Complaint Opened: 01/20/2021**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during inspection on 1/14/21 for possible unlicensed sales at a new business location. A follow up investigation was conducted which revealed Respondent is not selling any vehicles from this location and only repairs vehicles at this time. Counsel confirmed Respondent has submitted an application for a dealer license at this location and understands they cannot sell vehicles until they obtain the dealer license. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**101. 2021005301 (ES)**  
**Date Complaint Opened: 01/22/2021**  
**First Licensed: 03/21/2016**  
**Expiration: 03/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during inspection on 1/20/21 for failure to produce a county business license. Respondent produced proof of their active county business license to Counsel. Counsel recommends issuing a Letter of Warning putting Respondent on notice of the importance of having the county business license available at all times.

**Recommendation: Letter of Warning regarding county business license**

**Commission Decision: Concur.**

- 102. 2021005811 (ES)**  
**Date Complaint Opened: 01/25/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 01/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2019 – One complaint closed with \$500 civil penalty for possession of an open title. 2020 – One complaint closed with \$4,500 civil penalty for employing unlicensed salespeople.**

A Notice of Violation was issued to Respondent during inspection on 1/20/21 for having three open titles. Counsel recommends issuing a \$500 civil penalty per open title, for a total \$1,500 civil penalty.

**Recommendation: Authorize a \$1,500 civil penalty for three open titles**

**Commission Decision: Concur.**

- 103. 2021005901 (ES)**  
**Date Complaint Opened: 01/25/2021**  
**First Licensed: 12/21/2020**  
**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges deceptive business practices and claims they were unable to obtain tags to the vehicle and claims the vehicle is salvaged. An investigation was conducted. The investigation revealed the following violations: Respondent sold a vehicle to Complainant before it obtained a dealer license on 12/21/20, the vehicle was sold by an unlicensed employee, Respondent failed to provide a Notice Disclosure of Rebuilt or Salvage Vehicle form and obtain Complainant's signature, and Respondent did not close out the title to the vehicle when they sold it to Complainant. Additionally, Respondent failed to produce the deal file and a copy of their temporary tag log to the investigator as requested. Counsel recommends issuing a \$500 civil penalty for unlicensed activity, a \$500 civil penalty for failure to supervise employees, a \$500 civil penalty for failure to use salvage disclosure form, a \$500 civil penalty for the open title, a \$500 civil penalty for failure to produce business records and a \$500 civil penalty for failure to maintain the temporary tag log, for a total \$3,000 civil penalty.

**Recommendation: Authorize a \$3,000 civil penalty for multiple violations**

**Commission Decision: Concur.**

**104. 2021019211 (ES)**  
**Date Complaint Opened: 03/11/2021**  
**First Licensed: 12/21/2020**  
**Expiration: 10/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 1/29/21 and states they have not received the title as of 3/11/21. Complainant alleges Respondent has been evasive about the title and also claims they are using bait and switch tactics with customers. Specifically, Complainant alleges Respondent had a vehicle advertised on Facebook Marketplace and when Complainant went to the dealership to see it, they were told it had just sold but there were other vehicles they could show Complainant. Complainant claims the vehicle that had allegedly just sold was still listed on Facebook weeks later. Respondent states they have resolved the issues with Complainant and explains the auction where the vehicle was originally purchased was behind on sending out titles due to the pandemic. Counsel recommends issuing a Letter of

Instruction regarding possible advertising issues to put them on notice of what constitutes misleading advertising as well as instructing them on their responsibility regarding the late delivery of titles.

**Recommendation:** Letter of Instruction regarding possible misleading advertising and late delivery of title

**Commission Decision:** **Concur.**

**105. 2021006951 (ES)**  
**Date Complaint Opened: 01/28/2021**  
**First Licensed: 10/09/2020**  
**Expiration: 10/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent failed to forward a refund for canceled gap insurance. Respondent originally failed to respond to this complaint and an investigation was conducted. The investigation revealed that this matter has been resolved, the refund was credited to Complainant's account and there is no evidence of any violations. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** **Concur.**

**106. 2021010501 (ES)**  
**Date Complaint Opened: 02/08/2021**  
**First Licensed: 10/13/2011**  
**Expiration: 10/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2020 – One complaint closed with letter of warning for false, fraudulent, or deceptive practices.**

Complainant saw a vehicle advertised online and immediately inquired about it. Respondent showed the vehicle to Complainant through a facetime video call and explained it had not yet been cleaned up or inspected but Complainant was very interested and asked if it could be held. Complainant paid a \$500 deposit to hold the vehicle for three days and was told it was non-refundable. Complainant did not purchase the vehicle but still thinks it is unfair that Respondent did not refund the deposit. Respondent states the deposit was refundable if Complainant would have cancelled within three days but they never heard from him to cancel the deal. However, Respondent has since sent Respondent a full refund. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**107. 2021014971 (ES)**  
**Date Complaint Opened: 02/25/2021**  
**First Licensed: 10/29/2012**  
**Expiration: 09/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 10/23/20 and alleges the vehicle began shaking a week later. Complainant wants a refund of their down payment and car payment(s) made thus far. Respondent states the Complainant test drove the vehicle and made no mention of the vehicle shaking. Complainant did get a 30 day powertrain plus warranty but declined to upgrade for any additional coverage. On 10/27/20, Complainant brought the vehicle in complaining of vibration and Respondent replaced the front brake rotors and resurfaced the rear brake rotors without charging Complainant even though these were not covered under the warranty. Additionally, Respondent replaced the DVD player and got the Complainant two Bluetooth headphones. Further, Complainant brought the vehicle in again on 12/14/20 complaining of a noise and more vibration, and Respondent repaired the motor mount for free even though the warranty had expired at that point. Respondent does not understand why Complainant would file a complaint when they have treated them very well and helped them with issues they were not obligated to address. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**108. 2021007701 (SH)**  
**Date Complaint Opened: 01/30/2021**  
**First Licensed: 02/25/2011**  
**Expiration: 04/30/2022 (Closed 8/17/2020)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle on 1/17/2020 and still have not received registration documents and been driving on an expired temporary tag from 2020.

Respondent states that there was some delay due to COVID however the paperwork and title was sent to her lienholder so she needs to contact them. Respondent has also closed in August 2020; surety bond has been sent to the Complainant.

**Recommendation: Close.**

**Commission Decision: Concur.**

**109. 2021009431 (SH)**  
**Date Complaint Opened: 02/04/2021**  
**First Licensed: 03/21/1994**  
**Expiration: 03/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges to have purchased a vehicle from an individual but completed the paperwork at Respondent's lot. Respondent was to change the oil because it was black. Nine

days later the vehicle quit running. Complainant claims there was no oil in the engine when it quit.

Respondent states the individual is a licensed salesperson for them and the vehicle was a trade and sold "as is". Salesperson license was verified.

**Recommendation: Close.**

**Commission Decision: Concur.**

**110. 2021012591 (SH)**  
**Date Complaint Opened: 02/15/2021**  
**First Licensed: 09/24/2020**  
**Expiration: 07/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant was in need of a vehicle for construction purposes and spending limit was \$20,000. There were certain specifications this vehicle needed and Respondent promised to find the right vehicle. Respondent requested a down payment of \$6000 on 10/18/2020. A week later Respondent contacted Complainant with a vehicle that was a little older but had low miles. Complainant agreed and the vehicle was allegedly sent to a mechanic by Respondent for service. The mechanic found a few mechanical issues but also rust. Complainant did not want to purchase this vehicle and Respondent refused to give any money back. Complainant states he was forced to finance the vehicle for over the specified limit on 11/5/2020. Within a few days the transmission fluid began to leak and it was determined there was structural damage. An insurance report was made and the loan was rescinded due to fraud. Complainant is demanding the return of the \$6000.

Respondent's attorney states the vehicle was purchased "as is" with no warranties after a test drive and all issues were disclosed prior to the purchase. Before the purchase the vehicle was taken to a frame shop for inspection of the surface rust. The shop sprayed undercoat to prevent further rust and Complainant took possession with no issues. On 11/10/2020, Complainant

reached out to Respondent and notified them of the broken frame. Respondent offered to replace the vehicle at no cost as long as he made the first loan payment to avoid default. A replacement was found on 12/4/2020 however Complainant did not make the first payment and the vehicle was repossessed. Complainant demanded return of the \$6000 which was denied by Respondent. Respondent claims the Complainant knew of the check engine light and signed a form acknowledging the same. Respondent states all allegations are false and Complainant was fully aware of all issues before signing the contract.

Complainant later sent an email stating that to settle the matter, Respondent offered \$5600 and Complainant wanted some advice as what to do. Complainant was informed that no advice can be given.

**Recommendation: Close.**

**Commission Decision: Concur.**

**111. 2021012821 (SH)**  
**Date Complaint Opened: 02/16/2021**  
**First Licensed: 01/22/2020**  
**Expiration: 01/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle on 8/13/2019 and continued to make payments to a previous business of Respondent. On 1/27/2021, Complainant reached out to Respondent and was told this business was closed. Respondent was offered a settlement amount but wanted to look at their receipts to see if that was a fair offer. Complainant claims they have overpaid. Respondent went back to their records and determined \$400 was owed, then they reviewed again and claimed \$300, then a third time determined only \$100 was owed. Respondent apparently just offered to send the title. Complainant felt that they were owed money for overpayment.

Respondent explains that the previous business was closed and with fees and interest Complainant would still owe a small amount. Instead of arguing, they have sent the title to

Complainant.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 112. 2021013551 (SH)**  
**Date Complaint Opened: 02/23/2021**  
**First Licensed: 04/12/2016**  
**Expiration: 03/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2018 – One complaint closed with letter of warning for timely delivery of title. 2019 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a vehicle in full on 2/18/2021 and the next day it broke down. The vehicle was towed back to Respondent but Respondent said they would do nothing because it was sold "as is". A diagnosis showed several error codes including a bad transmission.

Respondent states the vehicle was sold "as is" and the Complainant was offered a third-party warranty but refused.

Complainant claims they were told they could buy the warranty after they received the title.

**Recommendation: Close.**

**Commission Decision: Concur.**

**113. 2021014751 (SH)**  
**Date Complaint Opened: 02/24/2021**  
**First Licensed: 10/06/2003**  
**Expiration: 06/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle in full on 8/26/2020 and it was wrecked three weeks later. Complainant has been asking for the title but only received a copy of the Bill of Sale. Complainant claims Respondent wanted \$100 to get a duplicate title but refused because they never received the original. Respondent claims they sent the title so Complainant went ahead and paid to have it replaced in December 2020. As of the end of February, the title has yet to be received and the clerk's office states there has been no application filed.

Respondent provided proof of the title being sent via UPS tracking which was delivered to Complainant on 9/14/2020. Respondent also states the application for a duplicate title has been submitted and now they are waiting for it to be received.

Complainant claims the title was not in the package delivered. A duplicate title was obtained 3/3/2021.

**Recommendation: Close.**

**Commission Decision: Concur.**

**114. 2021015061 (SH)**  
**Date Complaint Opened: 02/25/2021**  
**First Licensed: 05/06/2004**  
**Expiration: 08/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant claims they cannot get a copy of the contract on the vehicle they purchased from Respondent. Respondent states they will gladly give them a copy since they keep all originals in

the title department.

**Recommendation: Close.**

**Commission Decision: Concur.**

**115. 2021014021 (SH)**  
**Date Complaint Opened: 02/22/2021**  
**First Licensed: 09/09/2008**  
**Expiration: 08/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle in full on 10/31/2020 but never received the title. Complainant states they have received four temporary tags.

Respondent states that they bought the vehicle from auction and that the title was delayed due to the county clerk being backed up. Respondent explained that due to the county clerk being backed up it may be a while and Complainant was agreeable. Respondent provided correspondence with the auction company showing the delay as of 3/5/2021 is due to the title coming from Pennsylvania.

**Recommendation: Authorize a civil penalty of \$1,000 for issuing two additional temporary tags than allowed by law.**

**Commission Decision: Concur.**

**116. 2021015181 (SH)**  
**Date Complaint Opened: 03/02/2021**  
**First Licensed: 03/24/2015**

**Expiration: 02/28/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges the Respondent sold them a vehicle without air bags after being involved in an accident where the bags did not deploy.

Respondent states the original air bags are in the vehicle and the manufacturer states the bags are set to deploy on direct frontal collision with seat belts in locked mode. The collision Complainant was involved in was side impact and seat belts not engaged. The Complainant cancelled insurance before the collision and the vehicle was repossessed by Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**117. 2021016871 (SH)**  
**Date Complaint Opened: 03/03/2021**  
**First Licensed: 12/20/2000**  
**Expiration: 11/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant claims the title that received was a rebuilt title and if they had known they would not have purchased the motorcycle.

Respondent states that the title is free and clear but the clerk's office mistakenly issued it as rebuilt. The mistake was fixed and all is good.

**Recommendation: Close.**

**Commission Decision: Concur.**

**118. 2021017401 (SH)**  
**Date Complaint Opened: 03/05/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 08/31/2011 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle on 10/30/2020 in full. On 3/4/2021, after about 6000 miles put on it, the vehicle broke down due to the transmission failed.

Respondent explains the Complainant purchased a 20-year old 4x4 vehicle, "As is" with no warranty after test driving.

**Recommendation: Close.**

**Commission Decision: Concur.**

**119. 2021018211 (SH)**  
**Date Complaint Opened: 03/10/2021**  
**First Licensed: 05/20/2015**  
**Expiration: 02/28/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

On 8/8/2020, Complainant purchased a motorcycle and has yet to receive the title.

Respondent explains that the payoff to the previous lienholder was sent and the lienholder claims the paperwork and title was sent to Respondent however nothing has been received. Respondent has attempted to obtain a lien release from the lienholder in order to get a duplicate

title. As of 3/10/2021, this has finally happened and the title and paperwork should be received by Complainant very soon.

**Recommendation: Letter of Warning for late delivery of title.**

**Commission Decision: Concur.**

120. 2021011951 (ES)  
Date Complaint Opened: 02/11/2021  
First Licensed: 05/25/2011  
Expiration: 04/30/2021  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2018 – One complaint closed with letter of warning for false, misleading, or deceptive advertising.

Complainant alleges they purchased a vehicle from Respondent on 7/21/20 under the pretense that it was basically new with 800 miles on it. Complainant received a Carfax from Respondent that showed the vehicle had not been in an accident. Complainant went to trade the vehicle in several months later and another dealer informed them that based on an Autocheck report, the vehicle had been in an accident. Complainant wants Respondent to trade the vehicle for another that has no accident history. Respondent states they do not use Autocheck and they did not fail to disclose anything because they did not know the vehicle had been in an accident. Respondent was also willing to work with Complainant who has since returned to the dealership to trade the vehicle in. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

121. 2021013721 (ES)  
Date Complaint Opened: 02/20/2021

**First Licensed: 03/02/1998**  
**Expiration: 07/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a “demo” vehicle from Respondent and alleges they lost up to seven months of warranty coverage because the warranty period began prior to their purchase. Complainant alleges Respondent has failed to follow up regarding this issue despite some initial communication. Respondent explains this vehicle was never used or driven as a “demo” vehicle and only had 28 miles on it at the time of sale to Complainant. Respondent confirms there was an accounting oversight regarding the warranty period but has since made sure this issue has been resolved and provided proof showing the warranty period is now correct. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**122. 2021014651 (ES)**  
**Date Complaint Opened: 02/24/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 04/30/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant leased a new vehicle from Respondent on 1/6/21 and alleges that as part of the deal, Respondent adds a certain vehicle protection plus mechanical failure service contract plan which costs \$1,311. Complainant states this can be cancelled at any time at no cost to the customer. Complainant states they cancelled the plan on 1/7/21 but was informed their monthly payment amount would not change. Complainant states they have not received the refund of the cost of the plan. Respondent’s general manager reached out to Complainant and explained there are two options regarding the cancellation of the plan: 1) cancel the original lease agreement in its entirety to include the service plan and originate a new lease agreement with a reduced payment or 2) maintain the original lease agreement and cancel the service plan and reduce the payments at the end of the lease by \$1,311. Complainant chose the second option. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**123. 2021015171 (ES)**  
**Date Complaint Opened: 02/25/2021**  
**First Licensed: 06/09/2010**  
**Expiration: 05/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is a resident of South Carolina who purchased a used vehicle from Respondent through their online process. Complainant states they were told the vehicle would have a load test for the battery and be ran through the service department prior to being transported and delivered because the prior warranty would not be transferred to them. Complainant alleges the vehicle's battery was discharged and either needed replacement or had a dead cell when it arrived, and it needed a brake flush. Complainant communicated this to Respondent but alleges they have not resolved the issue through reimbursement as requested. Respondent notes that the picture sent in by Complainant shows the battery just has a low charge and needs to be driven longer to keep the battery charged through the vehicle's charging system or be put on a charger. Respondent doubts the vehicle needs a brake flush but will reimburse Complainant \$250 to appease them. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**124. 2021015231 (ES)**  
**Date Complaint Opened: 03/02/2021**  
**First Licensed: 10/15/1998**  
**Expiration: 09/30/2021**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of warning for timely delivery of title.**

Complainant alleges Respondent had a vehicle listed for \$37,999 on their website and they came in and test drove it, asking if there was any room for negotiation on the price. Complainant states they were told there was no room for negotiation, however claims the price was reduced the following day to \$37,498 on the website. Complainant then expressed an interest in purchasing it but was provided a quote for \$37,999 and was told there had been a mistake on Respondent's end. Complainant felt this was deceptive and demanded a refund of their \$1,000 deposit. Respondent discussed the price issue with Complainant to try to clarify the pricing mistake but they were told there was nothing to talk about. Respondent refunded the deposit to Complainant and soon after, sent him communication offering to honor the reduced price. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**125. 2021017571 (ES)**  
**Date Complaint Opened: 03/05/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 05/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant and their boyfriend co-purchased a used vehicle from Respondent on 5/27/19, noting their boyfriend works for Respondent. Complainant's boyfriend is the buyer and they are the co-buyer. Complainant's boyfriend traded the vehicle on 3/5/21 even though Complainant did not want them to. Complainant feels this violates their rights as a co-buyer. Respondent explained to Complainant that this was listed as a joint account and the title and title application listed "or," therefore either party had the right to transfer ownership of the vehicle. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**126. 2021011541 (ES)**  
**Date Complaint Opened: 02/10/2021**  
**First Licensed: 02/28/2011**  
**Expiration: 02/28/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is a resident of Illinois who saw a vehicle being advertised for sale on Autotrader.com by Respondent on 2/8/21 and alleges when they called to inquire about it, they were told it would cost \$100,000 more than the advertised MSRP of \$167,270. Complainant wants to purchase it for a fair price and feels Respondent is charging them more because they are a minority. Respondent states they have priced the vehicle at \$267,270 to each and every customer since it arrived at the dealership in response to overwhelming demand for a very limited product. Respondent's website states "contact dealer for pricing under stock number \_\_\_\_\_ with VIN number \_\_\_\_\_ even before it arrived as the vehicle was invoiced to them by the manufacturer even before it arrived. Respondent had evidence the market was very unusual for the vehicle well before it was available to offer to a customer. Respondent provides proof of how the vehicle is advertised on their website. Respondent states the feed to third party digital sites like Autotrader.com are not controlled by the dealership. Respondent states the manufacturer has strict guidelines regarding discounting a new vehicle so that field is locked and not changeable up or down. Respondent opines that Complainant knew about the market on the unique vehicle before and after they corresponded with Respondent. Respondent further states their goal is to deliver the vehicle into their area of influence and they have a duty to the manufacturer to make certain it will not be exported. Respondent has been offered up to \$80,000 over MSRP but the offers did not meet the criteria of being in their area of influence and they could not guarantee it would not be exported. Respondent has offered to the local customers orders at MSRP as long as they are willing to wait for the supply to increase so demand subsides. Respondent has no idea when that will be due to the microchip shortage and COVID market effects. Respondent feels one of Complainant's local Chicago dealerships would do the same. Respondent did not intend to deceive any customer and states this was the result of a software setting that populates third party sites which caused the error, and Respondent has apologized and communicated all of this with Complainant, providing proof to Counsel. Respondent also provides proof of the sticker on the vehicle at the dealership which shows the

sale price of \$267,270 and also states in large print right above it "+ \$100,000 for the adjusted market value." Counsel recommends closure unless the Commission feels something needs to change about how third-party sites populate their advertised pricing or if a dealer is not allowed to charge \$100,000 over MSRP.

**Recommendation: Close unless discussion needed**

**Commission Decision: Close.**

**127. 2021018051 (ES)**  
**Date Complaint Opened: 03/09/2021**  
**First Licensed: 02/15/2012**  
**Expiration: 02/28/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent in July 2020 and alleges they were not informed of a prior accident. The vehicle was involved in an accident in December that resulted in a claim for "diminished value" with their insurance company which was denied because of a 2016 accident with damage. Respondent states they never guarantee a vehicle they sell has not been in a prior accident and they provide an AutoCheck vehicle history report for every vehicle sold. However, as stated on AutoCheck report, not every accident is reported to AutoCheck, which is why Respondent does not guarantee its accuracy nor do they solely rely on it to determine whether a vehicle meets their quality standards. The report provided to Complainant did not list any accidents and CarFax also lists no accidents for this vehicle. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**128. 2021019311 (ES)**  
**Date Complaint Opened: 03/12/2021**  
**First Licensed: 05/29/2014**  
**Expiration: 03/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent and alleges they have received too many temporary tags. Respondent states the delay was a result of a combination of issues including incomplete garage keeper's lien documents from the party who sold the vehicle to Respondent originally, pandemic issues, Complainant's delay in making payments for total price of taxes and tag, and notes the Respondent is still three months behind in her payments. Respondent admits to issuing five temporary tags to the vehicle and knows this is three too many, but asks for leniency because they have never ran into all of these problems before and state that the pandemic affected all aspects of getting the tag for this vehicle. Counsel recommends issuing a \$1,500 civil penalty for issuing three more temporary tags than allowed by statute.

**Recommendation: Authorize a \$1,500 civil penalty for 3 more temp tags than allowed**

**Commission Decision: Concur.**

**129. 2021018201 (ES)**  
**Date Complaint Opened: 03/09/2021**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Salesman**  
**History (5 yrs.): None.**

Complainant alleges Respondent is buying used vehicles, repairing them and selling them out of a residence without a license. Complainant alleges Respondent has at least 10 vehicles at their residence to repair and sell along with 2 motor homes. An investigation was conducted. The investigator went to the residence and observed several vehicles in the front yard and made contact with the Respondent. Respondent was very compliant and showed the investigator all of their vehicles. Three were not registered and nine had current Tennessee registration plates. Respondent said that the vehicles were either for his four children and the rest were their personal vehicles. The investigator explained that Respondent cannot sell more than five

vehicles in a calendar year without a dealer license. Respondent stated they understood and would not be selling any vehicles. There is no evidence Respondent is actually selling these vehicles and there is no evidence they are advertising the vehicles for sale online or at their residence, or in any way. Complainant provided no evidence to support their allegations. Counsel recommends issuing a Letter of Instruction regarding the requirement of a dealer license and to put Complainant on official documented notice of such.

**Recommendation: Letter of Instruction requiring requirement of obtaining a dealer license for the sale of more than 5 vehicles per calendar year**

**Commission Decision: Concur.**

**130. 2021018421 (SH)**  
**Date Complaint Opened: 03/09/2021**  
**First Licensed: 12/11/2013**  
**Expiration: 10/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges that Respondent's salesperson was rude and made fun of her for being homeless and having a disability. Complainant feels she was coerced to buying a vehicle. Respondent denies the allegations and states they would never treat anyone with disrespect or coerce anyone. Complainant provided a driver's license with an address so there is no way that the salesperson would have known of possible homelessness. Further, the salesperson did not know of any disability and would not take advantage of anyone that may have a disability whether known or not known.

Complainant rebutted and stands by her allegations of horrible customer service and now she is stuck with a vehicle she cannot afford.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 131. 2021015821 (SH)**  
**Date Complaint Opened: 03/01/2021**  
**First Licensed: 09/11/2012**  
**Expiration: 03/31/2021 (Terminated Status)**  
**License Type: Motor Vehicle Salesman**  
**History (5 yrs.): None.**

Complainant states that their mother-in-law purchased a vehicle from the Respondent and was to pick it up on 2/26/2021. That day, Complainant's husband received texts from the salesperson asking for a tip.

Respondent admitted he did ask for a tip because he was not making any commission from the sale. Respondent understands that this was inappropriate and apologized. Respondent was terminated from his employment.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 132. 2021012761 (ES)**  
**Date Complaint Opened: 02/17/2021**  
**First Licensed: 11/23/2016**  
**Expiration: 10/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant leased a vehicle from Respondent in February 2020 and alleges Respondent has failed to deliver a permanent tag and title. Respondent's staff attorney provided a very detailed account of what happened in this transaction and states this is a very unique situation that does not represent their regular business activity. Respondent acknowledges how important it is to provide tag and title in a timely manner. Respondent's account of the delay is as follows: Respondent issued one temporary tag when the vehicle was purchased and their tag and title

department submitted all required tag paperwork to the county clerk's office right after purchase as usual. In August 2020, Complainant contacted Respondent to let them know they had not been driving the vehicle because they had been ordered to work from home due to COVID but they would be returning to work soon, and needed another temporary tag. Respondent issued a second temporary tag on 8/25/20 because Complainant had just then notified Respondent that they never received a permanent tag from the clerk. It was not until January 2021 that Complainant followed up and informed Respondent they still had not received the permanent tag, and also stated they moved from Tennessee to Georgia. Upon investigation, Respondent learned that the county clerk lost the tag paperwork that had been submitted in March 2020 but never notified them. Respondent promptly applied for a duplicate title but because Complainant had moved to Georgia, they would need to prepare a new lease agreement to include their Georgia address and obtain proper proof of Georgia residency. In February 2020, Respondent followed up with Complainant and again requested proof of new residency and asked them to sign the new lease agreement. Respondent also offered to lease a different vehicle to Complainant and give payment credit from the original lease payments already made in order for them to obtain the tag more quickly, as opposed to waiting for the duplicate title applied for in January. Complainant did not sign the new lease agreement until 3/25/21 but did not provide proof of Georgia residency as requested. Because this was a new transaction and new lease agreement, Respondent issued a temporary tag on 3/25/21. Respondent did not get Complainant's proof of Georgia residency as requested until 4/15/21, and then immediately sent in the tag paperwork to the proper Georgia county clerk. Respondent is monitoring the situation and will confirm resolution with Complainant and Counsel as soon as they are able to. Respondent states multiple circumstances were out of their control and they have provided proof they have worked diligently to resolve this issue as quickly as they were able to. Respondent's staff attorney has consistently provided regular updates to Counsel since the complaint was received. Counsel recommends closure once confirmation is received from Respondent. If Respondent does not provide such, Counsel will represent this matter at the next meeting.

**Recommendation: Close.**

**Commission Decision: Concur.**

**133. 2021016951 (ES)**  
**Date Complaint Opened: 03/05/2021**  
**First Licensed: 12/17/2010**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with \$1,000 civil penalty for false, fraudulent or deceptive practice(s).**

Complainant purchased a used vehicle from Respondent on 11/17/20 and states that it drove well for a few weeks until the engine light came on. Respondent had them bring the vehicle in and took care of the issue without charging Complainant. Complainant alleges the vehicle continued to have issues with the catalytic converter after the light came back on and they don't understand how it ever passed emissions with such an issue. Complainant claims Respondent somehow bypassed emissions to get the vehicle registered with plates. Respondent states there must be a misunderstanding or someone is giving Complainant false information because the picture they sent in with the complaint clearly shows the light was on because of fuel tank pressure. Respondent had Complainant bring the vehicle in and the issue was fixed, then took the vehicle to emissions testing where it passed. Respondent does not know where the allegation of catalytic converter problems is coming from and there is no evidence to support the allegation. Respondent also notes there is a powertrain warranty in effect on the vehicle and they are happy to continue to help Complainant with any issues the vehicle may be having. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**134. 2021018571 (ES)**

**Date Complaint Opened: 03/10/2021**

**First Licensed: 06/17/2002**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and claims they sold them an unsafe vehicle with major leaks including power steering. Additionally, Complainant claims Respondent told them they would cover the costs of having the vehicle towed to their repair shop but then backed out when they found out how far away Complainant lived and how much it would cost to tow it. Respondent states that they obtained possession of the vehicle back from Complainant

after this complaint was filed and refunded all monies paid by Complainant. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

135. **2021021101 (ES)**  
**Date Complaint Opened: 03/18/2021**  
**First Licensed: 06/19/2015**  
**Expiration: 05/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2016 – One complaint closed with \$600 civil penalty for incomplete temporary tag log.**

Complainant alleges Respondent misrepresented the used vehicle they purchased and claims Respondent added charges to the contract that they did not agree to prior to the purchase. Complainant alleges Respondent told them they would give them \$3,000 for their trade in vehicle but only gave them \$2,337. Complainant also alleges no one went over the transaction documents with them and they were never able to read the contract because it was given to them in an envelope as they left. Complainant alleges they only agreed to be financed for \$13,332 but ended up being charged \$22,535.94. This price included gap insurance and a warranty which was allegedly never mentioned to Complainant. Additionally, Complainant claims they did not get the full refunds they were entitled to for the gap insurance and warranty after cancelling them. Respondent states they reviewed all of the transaction documents, which they also provided to Counsel, and it is clear that Complainant signed every part of the contract, including the gap insurance form and warranty agreement. Complainant signed the documents detailing the amount they would receive for the trade in and the amount they financed. Complainant also used the warranty for repairs after the purchase and before they cancelled it and was able to avoid paying over \$2,200 for the cost of the repairs. Complainant still received a \$2,400 refund for the warranty which originally cost \$2,647 because they kept the warranty active for some time. Respondent explains that Complainant has actually received double their money spent on the warranty. There is no evidence of any violations or misrepresentations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**136. 2021021311 (ES)**  
**Date Complaint Opened: 03/25/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 03/31/2012 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and paid in full for it back in 2011 but claims they never received the title. Complainant also alleges the local clerk told them there is a lien on the vehicle from 2009. Complainant provides no further detail or information about the matter. Respondent's dealership has been closed since 2012. Complainant was provided with information on how to communicate with the Dept. of Revenue's Special Investigations unit regarding surety bonds. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**137. 2021013061 (SH)**  
**Date Complaint Opened: 02/17/2021**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges that Respondent is repeatedly contacting them to buy my used vehicle. The salespersons are persistent and bothersome despite requests to stop. Complainant alleges the salespersons are making harassing and rude statements about them and the vehicle, pressuring me to sell below market values. They are quoting without ever even seeing the vehicle values well below market value, 30-40% under market value, and are outright lying about the values of

the vehicles.

Respondent states they reached out to Complainant after seeing a vehicle that was listed on Marketplace. Respondent made an offer and Complainant said it was too low and accused them of being rude and was offended of the offer. Respondent states that the Complainant continued to call them and leave offensive messages that they had to block the number.

Complainant disagrees with Respondent's response and states that Respondent first reached out pretending to be an individual and not a dealership, and continued to lie about the true market value of the vehicle.

**Recommendation: Close.**

**Commission Decision: Concur.**

**138. 2021018681 (SH)**  
**Date Complaint Opened: 03/10/2021**  
**First Licensed: 05/25/2011**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant wants reimbursement of a \$599 charge for Perma Plate that they did not agree to purchase in the contract.

Respondent states that Complainant purchased the vehicle on or about December 23, 2020, at which time he purchased Perma Plate. Respondent provided a signed copy of the Perma Plate

registration form signed by Complainant. On February 24, 2021, Complainant reached out to the Respondent asking that the Perma Plate be canceled because he was unable to schedule a time to have the Perma Plate product applied to the vehicle due to work schedule. Respondent cancelled the agreement and provided a full refund.

**Recommendation: Close.**

**Commission Decision: Concur.**

**139. 2021018881 (SH)**  
**Date Complaint Opened: 03/12/2021**  
**First Licensed: 03/13/2008**  
**Expiration: 03/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant dropped off their vehicle to Respondent on 3/3/2021 to diagnose the "check engine" light. Complainant called several times and felt they were given the run-around on the status of the diagnosis. It was determined that a few days later after the Complainant dropped off the vehicle, it was stolen from the back lot.

Respondent explains that Complainant dropped off the vehicle in the morning of 3/4/2021. The technician parked the vehicle in the back parking lot and locked the doors. They took the key and repair order inside and put it in a locked box in the service department. The next day around 3:30pm one of the technicians was given the repair order and key to bring the vehicle in to be diagnosed. The technician could not find the vehicle on the lot and reported it around 3:45pm on 3/5/2021. After reviewing our security camera footage, we discovered Complainant's vehicle had been stolen at 3:58pm on Thursday 3/4/2021. Respondent notified Complainant and also called the Memphis Police Dept. Complainant and the Memphis Police came to the dealership around 5:00pm and the Police

filed a stolen vehicle report.. For a remedy, Respondent is providing Complainant a like vehicle as well as \$2,500.

**Recommendation: Close.**

**Commission Decision: Concur.**

**140. 2021019591 (SH)**  
**Date Complaint Opened: 03/13/2021**  
**First Licensed: 03/26/2012**  
**Expiration: 12/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

On 10/19/2019 Complainant purchased a vehicle and the finance manager increased the price of the vehicle by \$1,100 in order to get GAP insurance and get them approved. Complainant believes they are a victim of fraud.

Respondent denies any fraud and states that Complainant was approved by a high interest subprime lender and the rate is set by the lender. Interest rate, price, warranty and GAP were discussed and agreed upon by Complainant. There was no misrepresentation by Respondent.

Complainant states there were no audio or video in the room and denies they agreed to the high rate, but were coerced into signing because they knew Complainant was in need of a vehicle. There were no disclosures given, no hard signatures, just electronic.

Complainant signed a Declaration acknowledging electronic signatures.

**Recommendation: Close.**

**Commission Decision: Concur.**

**141. 2021021561 (SH)**  
**Date Complaint Opened: 03/19/2021**  
**First Licensed: 12/05/2013**  
**Expiration: 09/30/2021**  
**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$5,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s).**

Complainant, an Alabama resident, purchased a vehicle on 1/22/2021 in full, with a debit card. The title has not been received after 45 days and states that Respondent is still waiting on the title from the auction. Complainant is trying to have the vehicle registered in AL. Respondent states they purchased the vehicle from auction and the auction is trying to obtain the title from the seller but having difficulty. Respondent remains in contact with all parties.

**Recommendation: Letter of Warning regarding late delivery of title.**

**Commission Decision: Concur.**

**142. 2021020881 (SH)**  
**Date Complaint Opened: 03/17/2021**  
**First Licensed: 02/25/2013**  
**Expiration: 02/28/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2019 – One complaint closed with letter of warning for failure to pay off trade-in vehicle.**

On 2/27/2021, Complainant went to trade in a vehicle that they claim they never had an issue with in two years they owned it. The day before, they had the vehicle tuned up but it died on the way to Respondent. Respondent picked it up and made the deal with the trade. On 3/10/2021, Complainant states that Respondent contacted them and said they needed to renegotiate the deal without the trade because the vehicle needed a new ignition. Complainant alleges that Respondent has threatened to call the police and report the vehicle stolen.

Respondent states that Complainant was fully aware that they would use the previous vehicle as a trade only if it is determined that the vehicle needed anew transmission or engine. The Complainant signed a Supplement to Purchase Contract form affirming that vehicle has not been “wrecked, dismantled, or had frame, body engine or drive-train”. The vehicle was diagnosed as needing a new engine and contacted the Complainant to either redo the deal without the trade or they could return the new vehicle and reverse the deal. Complainant agreed to return the

vehicle and the trade car was returned to the Complainant. Respondent denies any threats.

**Recommendation: Close.**

**Commission Decision: Concur.**

**143. 2021024911 (SH)**  
**Date Complaint Opened: 03/31/2021**  
**First Licensed: 03/08/2018**  
**Expiration: 02/28/2022 (Closed 11/23/2020)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant needs a duplicate copy of the title but cannot contact the Respondent. Respondent states they have closed business but the Complainant still owes a balance. If she will agree to pay the balance, the title can be given to her.

**Recommendation: Close.**

**Commission Decision: Concur.**

**144. 2021014941 (SH)**  
**Date Complaint Opened: 02/25/2021**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Auction**  
**History (5 yrs.): None.**

The Complainant alleges the Respondent and others conduct estate sales in Tennessee. The Complainant purchased a 1996 Chevrolet Corvette from the Respondent on May 24, 2020. The vehicle was advertised as part of the estate sale and listed as a consignment vehicle. It was

advertised as a "Collector Edition" and had 50,000 miles on the engine and 100,000 total miles on the vehicle. The Respondent allegedly signed the title on behalf of the owner. The vehicle was owned by another individual and there was an open title on the car before selling it in a sale. The vehicle was not part of the estate sale; not a 1996 "Collector Edition"; the actual mileage on the vehicle is 184,000; and there are no service records of the engine ever being replaced. The Complainant has repeatedly tried to contact the Respondent by telephone and mail and has not received any response. The Complainant alleges the Respondent fraudulently signed the title. The previous owner's name (not the advertised seller) is on the title and it is closed out with signatures. The Complainant would like a full refund and return the vehicle to the Respondent or partial refund of the money paid for the vehicle because the value of the vehicle is less than the amount paid to the Respondent. The Complainant alleges the Respondent is engaged in fraud.

Respondent listed the vehicle for an individual and the Complainant paid the individual, not Respondent. Respondent did collect a \$300 commission from the seller and offered it to Complainant. Respondent states they will take legal action against the seller.

This seems to have been an individual sale through an auctioneer and a civil matter between all parties. The Auctioneers Board closed the complaint.

**Recommendation: Close.**

**Commission Decision: Concur.**

**145. 2021020801 (ES)**  
**Date Complaint Opened: 03/17/2021**  
**First Licensed: 11/05/2010**  
**Expiration: 12/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is a motor vehicle dealer in North Carolina who purchased a vehicle from an auction on 2/23/21. Complainant states that the auction was the agent for Respondent's

dealership regarding the sale. Complainant purchased the vehicle for resale at their NC dealership and states it was declared a salvage reconstruction vehicle. Complainant alleges they received a Kentucky red border rebuilt/water damage title and states this is a non-negotiable title in both North Carolina and Tennessee meaning it cannot be sold or titled. Complainant contacted the auction and asked for the sale to be unwound on 3/15/21. The auction told Complainant that because it was declared by the auction and disclosed as a salvage vehicle, the sale could not be unwound. Complainant feels this are deceptive and fraudulent business practices. Respondent states they purchased the vehicle on 9/16/20 from an auction and there was no announcements regarding the vehicle that it could not be resold with the title. Respondent then resold the vehicle through the auction using the same announcement and in the same condition it was purchased. Respondent states the only way to unwind the deal is for Complainant to deal with the auction who allowed the vehicle to be sold to Respondent. Respondent states they did nothing wrong by selling it in the same way it was purchased with the same announcements on the same auction platform they used to make the original purchase. The sale was conducted by the auction through their platform and under their policies. Respondent further notes that the auction does not require the state where the vehicle was titled in to be listed. Respondent states that it is the buyer's responsibility to do any research about the vehicle and its title location if necessary. Respondent states they have dealers call them often to verify and ask questions about a listed vehicle and requesting a copy of the title prior to purchasing it. Respondent feels they adhered to their responsibility to list a vehicle having either a clean title or a rebuilt title, which they did. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**146. 2021023761 (ES)**  
**Date Complaint Opened: 03/29/2021**  
**First Licensed: 04/25/2019**  
**Expiration: 04/30/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 6/24/19 and when they recently took it to be traded in, they were informed it had a salvage title. Complainant alleges Respondent failed to disclose the salvage title history and did not provide a Carfax at the time

of purchase. Respondent states the vehicle was not salvaged at the time of sale to Complainant in 2019 and it had a clean title. Complainant did not ask for the Carfax or it would have been provided to them. Respondent provides a copy of the clean title and a copy of a Carfax pulled at the time of their response on 3/29/21 which shows no salvage history. Respondent states Complainant has been misinformed by the dealer who she tried to trade the vehicle to. A vehicle history report shows no salvage history. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**147. 2021013901 (ES)**  
**Date Complaint Opened: 02/22/2021**  
**First Licensed: 12/14/2016**  
**Expiration: 12/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during an inspection on 2/1/21 for failure to have a sales tax identification number and failure to have Buyer's Guides in any vehicles for sale. A follow up investigation was conducted which revealed the following: Respondent is selling vehicles from an unlicensed location near their licensed dealership, Respondent is unable to produce any deal files and does not keep any paperwork for transactions except a Bill of Sale, Respondent has over 100 used vehicles for sale but was only able to produce proof of ownership/titles to 6 vehicles, Respondent appears to have tampered with at least one odometer on a vehicle sold to a consumer, Respondent mainly sells salvaged and rebuilt vehicles and does not use the proper Disclosure form, and is in possession of at least 12 open titles. Counsel recommends revocation of Respondent's dealer license.

**Recommendation: Authorize revocation of dealer license**

**Commission Decision: Concur.**

**148. 2021022531 (ES)**  
**Date Complaint Opened: 03/22/2021**

**First Licensed: 07/05/2002**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle on 12/31/20 from Respondent and alleges they have not received the permanent tag. Respondent states they were backed up because they have only been allowed to send registration paperwork for their vehicles sold in batches of ten at a time, despite calling to complain about it. Respondent and Complainant both confirmed the vehicle has been registered and the tag has been issued and received, with Complainant asking to withdraw the complaint. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**149. 2021023011 (ES)**  
**Date Complaint Opened: 03/23/2021**  
**First Licensed: 05/26/2011**  
**Expiration: 05/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2017 – One complaint closed with letter of warning for advertising violation. 2019 – One complaint closed with letter of warning for misrepresentation of purchased vehicle. One complaint closed with letter of warning for not performing maintenance as stated.**

Complainant purchased a vehicle from Respondent for \$40,000 and alleges they were told it would include a second key because they would not purchase without it. Respondent has confirmed they have ordered Complainant a second key and apologizes for any confusion. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 150. 2021025701 (ES)**  
**Date Complaint Opened: 03/31/2021**  
**First Licensed: 10/23/2015**  
**Expiration: 10/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant had a lost key FOB assembly and blank master key replaced and programmed by Respondent and alleges they were overcharged by \$80.08. Complainant alleges they contacted three other franchise dealers and was informed the MSRP for the line items charged was less than Respondent charged. Complainant wants a refund for the overcharged amount. Respondent states they are free to sell parts priced above the MSRP/suggested retail and Complainant agreed to the price charged. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Close.**

- 151. 2021017641 (ES)**  
**Date Complaint Opened: 03/09/2021**  
**First Licensed: 11/05/2010**  
**Expiration: 11/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and claims it ran fine during the test drive. Complainant alleges the vehicle started acting up about seven days later, but they were out of the five-day timeline to return the vehicle. Complainant eventually had to have the vehicle towed to a mechanic. Respondent states they have assisted Complainant in filing a claim with the warranty company because they provided a 30 day warranty with the vehicle. Complainant was able to have the vehicle repaired under warranty and Respondent is willing to review the towing bill for possible reimbursement to Complainant. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**152. 2021019921 (ES)**  
**Date Complaint Opened: 04/01/2021**  
**First Licensed: 01/26/1998**  
**Expiration: 01/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent in December 2018 for \$1,100 and alleges it is having issues. Complainant claims they are being taken advantage of by their family. Respondent states the Complainant is the dealership's owner's brother who has been harassing them and threatening violence. Complainant has a self-confessed history of mental issues, has been jailed several times for making threats to "almost everyone in the [local] county" and provides no evidence of any wrongdoing by Respondent. Respondent provides a very detailed response and explains the personal and confidential history that will not be disclosed by Counsel. Respondent has consistently helped Complainant with at least 10 vehicles that Complainant finds something wrong with each time, and will continue to assist them despite Complainant's threats. Additionally, the vehicle at issue was a personal sale, not a dealer sale by Respondent. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**153. 2021026511 (ES)**  
**Date Complaint Opened: 04/02/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 12/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant brought their vehicle to Respondent to be repaired and alleges there are still problems with the vehicle. Complainant further notes that their personal property was stolen while the vehicle was in Respondent's care. Complainant claims Respondent has disregarded customer service standards and have been unprofessional and incompetent regarding this situation. Respondent provides the signed Repair Order which states they are not responsible for any personal items left in a vehicle which is standard practice across the industry. The police report filed confirms the vehicle was not broken into forcefully and does not assign Respondent any blame. Respondent states the technician working on the vehicle is a trusted employee who has been with them for several years and they left the vehicle locked. It appears someone would have had to have a key to get into the vehicle and take the items alleged to have been stolen. Respondent states they fixed the vehicle to the best of their abilities, and at every point throughout the process, Complainant agreed to let Respondent continue to work on the vehicle. Complainant had every opportunity to ask Respondent to stop the repair work and take it somewhere else. Respondent also notes the vehicle has over 200,000 miles on it. Respondent states they have offered Complainant a credit which Complainant agreed to consider. Respondent also notes that they had respectful communications with Complainant as evidence by the emails produced by Complainant with their complaint. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**154. 2021026981 (ES)**  
**Date Complaint Opened: 04/06/2021**  
**First Licensed: 05/18/2017**  
**Expiration: 05/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges they have not received the permanent tag or title. Respondent states there was a delay with the previous owner getting the title to them but has since confirmed the title and tag have been received by Complainant. Respondent has also offered to pay for a couple tanks of gas and oil changes for Complainant.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**155. 2021028371 (ES)**  
**Date Complaint Opened: 04/09/2021**  
**First Licensed: 10/03/2018**  
**Expiration: 09/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and claims they were told if they were late with payments or have an emergency, they would not have to pay any fees. Complainant states they got sick with cancer and COVID and wasn't able to work, so they were paying their payments a couple days late, and were charged late fees. Respondent confirms that Complainant had reached out and informed them that they were sick. Respondent states they were more than happy to help with leniency on the car payments and would not repossess it while Complainant was dealing with illness. Respondent also told Complainant that a late fee would post to their account when a late payment was made, but Complainant would not have to pay the late fee at that time. Respondent states they have a standard late fee policy for all customers where a \$50 late fee occurs every pay period on the fourth day, which is included in the purchase contract details. Complainant has acquired 14 late fees since purchase in April 2020 and Respondent has allowed Complainant to pay them at their convenience and they are preventing them from accumulating interest. Respondent will continue to work with Complainant but states these are valid fees and they will need to be paid at some point. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**156. 2021026991 (ES)**  
**Date Complaint Opened: 04/06/2021**  
**First Licensed: 02/26/2014**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Auction**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent's auction and claims they have not received the title. Respondent confirmed the title was delivered to Complainant within 24 hours of this complaint being filed, and provided an explanation for the delay as well as the possible remedies offered to Complainant. This issue is resolved and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**157. 2021013611 (ES)**  
**Date Complaint Opened: 02/19/2021**  
**First Licensed: 09/05/2017**  
**Expiration: 07/31/2021**  
**License Type: Recreational Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during inspection on 2/17/21 for operating at an unlicensed location. Respondent had started the relocation application process but did not follow through. Counsel recommends issuing a \$500 civil penalty for unlicensed activity.

**Recommendation: Authorize a \$500 civil penalty for unlicensed activity**

**Commission Decision: Concur.**

**158. 2021021321 (SH)**  
**Date Complaint Opened: 03/19/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 10/31/2018 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle in 2015 and has been paying the loan. There have been numerous issues with the vehicle but the Complainant is needing to obtain the title. Respondent has closed its business. The surety bond has been sent to the Complainant.

**Recommendation: Close.**

**Commission Decision: Concur.**

**159. 2021021971 (SH)**  
**Date Complaint Opened: 03/20/2021**  
**First Licensed: 02/10/2020**  
**Expiration: 01/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent is signing documents with another business name listed on the documents and being deceptive to financial institutions. Respondent denies the allegations and states that the business name listed on the documents owns 100% of the Respondent's business.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 160. 2021022621 (SH)**  
**Date Complaint Opened: 03/22/2021**  
**First Licensed: 07/07/2005**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2020 – one complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant purchased a vehicle on 1/14/2021 and have not received their registration papers in over two months. They were issued a second temporary tag. Complainant ahs called the county clerk and they have not received the documents. Complainant also states the lender has not received any documents.

Respondent states registration papers have been transferred and properly recorded. Respondent explains they have had issues in the past with our internal processes and personnel in getting title work turned around within the allowed timeframe. Respondent has made personnel changes and policy changes, as well as hired third-party vendor support to make sure these issues do not continually occur. The registration has been verified.

**Recommendation: Close.**

**Commission Decision: Concur.**

- 161. 2021024631 (SH)**  
**Date Complaint Opened: 03/28/2021**  
**First Licensed: 05/30/2018**  
**Expiration: 04/30/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant was looking for a certain vehicle and found on before it being listed at Respondent. Respondent informed the Complainant that it needed a new battery and a wrist pin that caused a clanking sound. The repairs would be around \$600. Complainant took a test drive and decided

to purchase the vehicle and agreed to make any repairs on their own. Complainant did not make it very far when the vehicle broke down. Respondent stated if Complainant brought the vehicle back they would offer a refund of the purchase price. Complainant also states that the starter had a hole in it, so if the mechanic would have actually looked at it, as stated by Respondent, then they would have known.

Respondent verifies the situation but states that the Complainant was aware of the issues that were known. They signed the "as is" notification with the known issues listed. Respondent refused to refund the purchase price.

Complainant further states that Respondent stated they put chemicals in the oil to flush out bad oil but it was later determined that the oil was fine however the transmission fluid smelt like chemicals. Complainant believes this caused the truck to lock up. Respondent continues to deny and state the vehicle was bought "as is" and Complainant had full knowledge of the issues.

**Recommendation: Close.**

**Commission Decision: Concur.**

**162. 2021024781 (SH)**  
**Date Complaint Opened: 03/29/2021**  
**First Licensed: 10/24/2019**  
**Expiration: 10/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle at a buy here pay here nearly a year ago. Complainant states they are on their 11<sup>th</sup> temporary tag.

Respondent admits there has been a delay in obtaining the title from another state. After numerous calls to the state, Respondent has been informed that they are backed up on title processing due to COVID. The department that handles titles has been shut down and/or

shorthanded for the majority of 2020 and 2021. Recent contact has verified the title is nearly processed and will be sent to Respondent soon.

**Recommendation: Authorize a civil penalty of \$4,500 for issuing nine temporary tags more than allowed by law.**

**Commission Decision: Concur.**

**163. 2021016961 (SH)**  
**Date Complaint Opened: 03/04/2021**  
**First Licensed: 07/01/1991**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Manufacturer/Distributor**  
**History (5 yrs.): None.**

Complainant states Respondent offers a free extended warranty for certain covered repairs and obligated pursuant to the rules and laws to reimburse Complainant for the free warranty work at a rate of similar labor rates for non-warranty repair work. Respondent denied the rate it was billed by Complainant and claims they only have to pay a lower rate which was offered. Complainant alleges discrimination and coerciveness from the Respondent. Respondent, in its response to the allegations, requests a contested hearing to be filed in order to address the Commission.

**Recommendation: File a Notice of Contested Hearing on behalf of the parties involved and set at the most reasonable date.**

**Commission Decision: Concur.**

#### **REPRESENTATIONS**

**164. 2020006041 (ES)**  
**Date Complaint Opened: 01/24/2020**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs): None.**

An investigation is being conducted into alleged unlicensed activity by Respondent in regard to selling U-Haul trucks. The investigator went to Respondent's business location, a "flea mall," and found that one Ford E-450 box truck (formally UHAUL truck) with an Arizona license plate was displayed for sale. The truck has never been registered in Tennessee and was last registered in Arizona. The investigator spoke with the UHAUL Area Field Manager who confirmed that UHAUL does display used trucks at the addresses of their leasing agents at various locations nationwide, including Tennessee. The titles for the trucks are held at the corporate office in Phoenix and the final sale price is negotiated through the corporate office. An internet search of the UHAUL Truck Sales website revealed 23 vehicles listed for sale at 6 separate Tennessee locations within a 50-mile radius of Nashville. The Respondent's address was one of the locations showing an inventory of one vehicle.

Respondent does not seem to be responsible for selling the box trucks as alleged, therefore further investigation will be done into U-Haul and their responsibility for the alleged unlicensed sales. This matter will be brought to the Commission's attention at a later date once the investigation into U-Haul has concluded. Counsel recommends holding this matter in a Monitoring status until further investigations conclude.

Recommendation: Place in Monitoring status for further investigation.

Commission Decision: APPROVED

**New Information: After further investigation, Counsel and Chief Counsel met with UHaul's corporate legal representatives and had an extensive discussion about the requirement for them to obtain a dealer's license if they want to continue to advertise or sell used box trucks in Tennessee. Counsel has confirmed that all advertising of used box trucks by UHaul has ceased and if they decide to advertise or sell in Tennessee in the future, they have confirmed their understanding they need to obtain a Tennessee motor vehicle dealer license or allow another licensed dealer to sell via consignment on their behalf. UHaul has further confirmed there will be no vehicles on display at Respondent's flea mall location in the future, there is no evidence anything was actually sold from Respondent's location, and there have been no further complaints. There was only evidence of one or two box trucks ever being on Respondent's property. Therefore, Counsel recommends issuing a Letter of Instruction regarding unlicensed activity to Respondent.**

**New Recommendation: Letter of Instruction regarding unlicensed activity.**

**New Commission Decision: Concur.**

**165. 2020064331 (ES)**  
**Date Complaint Opened: 08/19/2020**  
**First Licensed: 01/03/2019**  
**Expiration: 12/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

During an annual inspection on 08/18/2020, Respondent was issued a NOV for having an expired county business license. Counsel recommends issuing a \$250 civil penalty.

**Recommendation: Authorize a \$250 civil penalty for failure to have active county business license**

**Commission Decision: CONCUR.**

**New Information: Counsel spoke with the county clerk's office about this matter after speaking to Respondent, and they confirmed there was a serious delay in communication from the Department of Revenue when confirming Respondent had paid their business taxes. This delayed Respondent's county business license being provided to them to no fault of Respondent. Counsel therefore recommends closure.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

166. **2020008791 (ES)**  
**Date Complaint Opened: 02/03/2020**  
**First Licensed: 01/10/2017**  
**Expiration: 12/31/2020 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Respondent was issued a Notice of Violation during an inspection at their dealership. Respondent failed to maintain their regular business hours as posted in violation of Rule 0960-01-.10, failed to maintain an active county business license, and the phone number posted at their dealership was to an unassociated private residence in violation of Rule 0960-01-.21(3). Counsel recommends a \$250 civil penalty for failure to maintain business hours, a \$250 penalty for failure to maintain an active business license and a \$500 civil penalty for failure to post phone number, for a total \$1,000 civil penalty.

Recommendation: Authorize a \$1,000 civil penalty for failure to maintain business hours, expired county business license and failure to post valid business phone number

Commission Decision: Authorize a \$1,000 civil penalty and have a follow-up inspection within 30 days.

**New Information: Respondent dealership closed and their license expired on 12/31/20 with no efforts made to renew the license and no further evidence of business activity. Counsel has been unable to serve Respondent with the Consent Order via mail and certified mail. Counsel recommends closing and flagging this complaint.**

**New Recommendation: Close and flag.**

**New Commission Decision: Concur.**

167. **2017012531 (SH)**  
**2017012532**  
**Date Complaint Opened: 02/23/2017**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant was a county clerk. Complainant alleged Respondent was selling vehicles without a license. During the investigation, it was revealed Complainant was operating on a Florida license obtained by a business run by his brother. Respondent sold fourteen vehicles in the State

of Tennessee under the Florida license, using a Tennessee address. Respondent alleged that the county clerk told him he couldn't use the Florida license, and he ceased sales at that point.

Recommendation: Authorize a civil penalty in the amount of \$3,500 (14 sales x \$250) for unlicensed activity, to be settled by consent order or a formal hearing.

Commission Decision: Approved

**New Information: After recent research, the Florida licensee is no longer in business and the associated LLC is defunct as of September 2020. The Respondent who was selling vehicles is believed to have left the country. The location that was used to sell the vehicles is no longer in business and permanently closed. There have been no further complaints against either Respondent or no further unlicensed activity noted since 2017.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**168. 2020036361 (ES)  
Date Complaint Opened: 05/12/2020  
First Licensed: 05/16/2018  
Expiration: 03/31/2020 (Expired)  
License Type: Motor Vehicle Dealer  
History (5 yrs): None.**

Complainant purchased a used vehicle from Respondent on 4/24/20 and alleges the vehicle had mechanical issues after a few days. Complainant ended up bringing the vehicle back and getting \$2,000 back considering it was purchased as-is without warranty for \$3,300. An inspection was conducted because this transaction took place when Respondent's license was in an expired status. The inspection was conducted on 5/14/20 and it revealed Respondent's license had expired on 3/31/20. A Notice of Violation was issued to Respondent during the inspection for unlicensed activity. Counsel recommends a \$500 civil penalty for unlicensed activity.

**Recommendation: Authorize \$500 civil penalty for unlicensed activity**

Commission Decision: Concur.

**New Information**: Counsel has been unable to serve Respondent with the proposed Consent Order via certified mail or regular mail. Because the dealership has been closed for over one year without further evidence of unlicensed activity, Counsel recommends closing and flagging this complaint.

**New Recommendation**: Close and flag.

**New Commission Decision**: **Concur.**

**169. 2020073981 (ES)**  
**Date Complaint Opened: 09/21/2020**  
**First Licensed: 06/16/2017**  
**Expiration: 06/30/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

During a routine annual inspection conducted on 09/17/2020, an investigator issued a NOV because Respondent had issued three temporary tags to a single vehicle and had an expired city and county business license. Counsel recommends issuing a \$1,000 civil penalty for these violations (\$500 for too many temporary tags, and \$250 for each expired business license).

Recommendation: Authorize a \$1,000 civil penalty for issuing too many temporary tags and expired city and county business licenses

Commission Decision: CONCUR.

**New Information**: Respondent has provided proof that he asked for permission and obtained permission from the Department of Revenue to issue a third temporary tag. Respondent explains that they are very aware of the rule prohibiting more than two temporary tags and would never issue a third tag without authorization. Respondent also explained that the auction promised to deliver title but still has not done so. Respondent has offered to refund Complainant's money and take the vehicle back, but Complainant was adamant that they

wanted to keep the vehicle. Complainant only uses the truck around their farm and does not drive it on the road. Respondent also provided proof that they had paid for and applied for renewal of both the county and city business licenses before the inspection but the licenses were never sent to them, so they were unable to show anything to the inspector when they completed the annual inspection. Counsel notes that Respondent's owner was very knowledgeable of the rules and statutes, and has no history of these issues. Counsel recommends closure.

New Recommendation: Close.

New Commission Decision: **Concur.**

170. **2020090831 (ES)**  
Date Complaint Opened: 11/20/2020  
First Licensed: 04/05/2000  
Expiration: 03/31/2022  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2019 – One complaint closed and flagged for N.O.V. for expired business license, failure to post business hours, expired garage liability insurance, and operating as an unlicensed dismantler and recycler.

A NOV was issued to Respondent during an inspection on 11/17/20 because their garage liability insurance had expired on 6/8/20. This is the second time Respondent has been cited for this violation. Counsel recommends issuing a \$500 civil penalty for this violation.

Recommendation: Authorize a \$500 civil penalty for expired garage liability insurance

Commission Decision: CONCUR.

New Information: Respondent has provided proof that their garage liability insurance never lapsed on 6/8/20. Counsel recommends closure.

**New Recommendation: Close.**

**New Commission Decision: Concur.**

171. **2020058591 (SH)**  
**Date Complaint Opened: 06/03/2020**  
**First Licensed: 09/26/2011**  
**Expiration: 08/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs): 2015 – One complaint closed with \$1,000 civil penalty for false, fraudulent, or deceptive acts. 2017 – One complaint closed with \$1,000 civil penalty for false, fraudulent, or deceptive acts.**

Respondent purchased a vehicle from auction on 4/9/2020 and resold to an individual at some point afterwards. The auction assigned title over to Respondent on 4/9/2020. Complainant subsequently purchased the vehicle, which was free and clear, from the individual however the title was still in auction company's name and never transferred. Complainant also alleges the title is salvage and they cannot have the vehicle inspected for rebuilt unless Respondent assigns the title.

Respondent claims the deal was completed by a licensed wholesaler that purchases vehicles through their company account. Respondent states they have reached out to the Complainant and resolved the issue.

Research of the VIN shows the vehicle was picked up as abandoned in February 2020 by the auction company. After notifications were sent to the previous owner, the auction company became the owner of the vehicle in March 2020. As of January 2021, the title shows the auction company as the owner and as salvage.

The Complainant and Respondent have not been cooperative in responding to inquiries. Purchase documents were requested from the auction however no response was made.

**Recommendation:** Authorize a civil penalty of \$2,500 for selling a salvage vehicle.

**Commission Decision:** CONCUR.

**New Information:** Respondent had no record of purchasing the vehicle from auction and no record of the individual that Complainant mentioned. Respondent mistakenly stated the deal was made by a licensed wholesaler and meant salesperson. Apparently, this individual used Respondent's online auction account without authorization. The auction closed this account due to this incident and the funds were reimbursed by the auction to the Complainant. The vehicle was returned to the auction.

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**172. 2020037641 (ES)**  
**Date Complaint Opened: 05/14/2020**  
**First Licensed: 09/01/1991**  
**Expiration: 12/31/2021**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs): None.**

A Notice of Violation was issued to Respondent during an inspection on 5/12/20 for failure to produce a county business license. Counsel recommends a \$250 civil penalty for failure to maintain an active county business license.

**Recommendation:** Authorize a \$250 civil penalty for failure to maintain an active county business license.

**Commission Decision:** Concur.

**New Information:** Respondent has provided proof to Counsel that their county business license was active at the time of inspection on 5/12/20. Respondent explains this inspection was conducted at the height of the pandemic and they had a skeleton crew who did not know where this documentation was located. Respondent has been licensed since 1991 and has never had this issue before. Counsel recommends closure.

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**Commissioner Jackson made a motion to approve the Legal Report, seconded by Commissioner Fox. Chairman Roberts called for a roll call vote.**

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED.**

**LEGISLATIVE UPDATE – General Counsel, Maria P. Bush**

Staff Attorney, Maria P. Bush, conveyed the legislative updates that were currently in process. Ms. Bush indicated a couple of updates, regarding bills that allow the Chattanooga Car Festival to hold a Car Show without the need for a dealer’s license, and also a bill that amends language that allows the Commission to promulgate rules that allows licensees transferring a license or mailing a license to the Commission to do so using email to terminate the license, instead of mailing the physical license. Also, the second portion of the amendment allows the Commission to suspend a license if the licensee fails to provide business records to the Commission/Investigators/Inspectors when requested. The language currently exists under another profession, but for clarity, it was added to other professions. Next, a bill that pertains to purchasers or sellers of unattached catalytic converters requiring them to notify local law enforcement and requires any person who buys unattached catalytic converters to be registered as a scrap metal dealer. This bill has passed both houses and is awaiting the Governor’s signature. Ms. Bush also advised that a bill that addresses reimbursement of warranty repairs. The reimbursement language needed to be added to the statute for Tennessee. This bill has also passed both houses and is awaiting the Governor’s signature.

Chairman Roberts called for a motion to adopt the legislative updates. Commissioner West made a motion to adopt, seconded by Commissioner Fox.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED.**

**RULES COMMITTEE**

Nothing to Report

**AUDIT COMMITTEE**

Nothing to Report

**NEW BUSINESS**

Commissioner Fox announced his retirement from the Industry and his intention to step down from the Commission.

**OLD BUSINESS**

**ADJOURN**

Chairman Roberts called for a motion to adjourn.

Commissioner Jackson made a motion to adjourn the meeting, seconded by Commissioner Vaughan.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Christopher Lee</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Ronnie Fox</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED.**

**MEETING ADJOURNED**

**John Roberts, Chairman**

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