

# MINUTES

April 26, 2022



**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 26, 2022

**PLACE:** Room 1-A, Davy Crockett Tower

**PRESENT:** Commission Members:

John Barker  
Sandra Elam  
Jim Galvin  
Nate Jackson  
Karl Kramer  
Ian Leavy  
Stan Norton  
Farrar Vaughan  
Clay Watson  
Charles West  
John Roberts  
Eleni Speaker

**ABSENT:** Christopher Lee  
John Murrey  
Victor Evans  
Debbie Melton

**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 was read into the record by Executive director, Denise Lawrence.

**AGENDA:** Chairman Roberts requested the Commission look over the agenda. Commissioner Jackson made a motion to adopt the Agenda, Seconded by Commissioner Vaughan. Chairman Roberts called for a voice vote.

**VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

**MOTION CARRIED**

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

**VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>

**Farrar Vaughan      YES**  
**Nate Jackson        YES**  
**Karl Klamer         YES**  
**Clay Watson         YES**  
**Eleni Speaker        YES**

**MOTION CARRIED**

**SALESPERSON/DEALER APPLICATIONS APPEALS**

**Carlee Langley**  
**Langley Ford, Humboldt, 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 Barker moved to grant the license, seconded by Commissioner Norton.

**ROLL CALL VOTE**

**Ian Leavy            YES**  
**Charles West        YES**  
**Sandra Elam         YES**  
**John Barker         YES**  
**John Roberts        YES**  
**Jim Galvin           YES**  
**Stan Norton         YES**  
**Farrar Vaughan     YES**  
**Nate Jackson        YES**  
**Karl Klamer         YES**  
**Clay Watson         YES**  
**Eleni Speaker        YES**

**MOTION CARRIED – LICENSE GRANTED**

**Stephanie Nickell**  
**Jones Chevrolet, Humboldt, 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 Jackson.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**

**Max Schemel**  
**Carlock Nissan of Jackson, Jackson, 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 Jackson.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**



**Executive Director’s Report**  
April 26, 2022

Since the last Commission meeting in January 2022, the following activity has occurred:

	<u>Last Meeting</u>
<b><u>Dealers Opened, or Relocated (Last Quarter)</u></b> .....	<b>57      59</b>
<b><u>Applications in Process</u></b> .....	<b>28      16</b>

**Active Licensees as of January 11, 2022**

Dealers.....	<b>3515</b>	<b>3527</b>
Auctions.....	<b>29</b>	<b>28</b>
Distributors/Manufacturers.....	<b>138</b>	<b>134</b>
Salespeople.....	<b>15,650</b>	<b>15,259</b>
Representatives.....	<b>532</b>	<b>515</b>
Dismantlers.....	<b>230</b>	<b>228</b>
RV Dealers.....	<b>46</b>	<b>44</b>
RV Manufacturers.....	<b>80</b>	<b>76</b>
Motor Vehicle Show Permits.....	<b>3</b>	<b>2</b>

**Complaint Report- Opened Complaints from January 1, 2022 – April 19, 2022**

Number of Complaints Opened.....	121
Number of Complaints Closed.....	112

**Annual Sales Reports-(Due Feb 15): CURRENTLY ONGOING**

Vehicles Reported Sold in 2021.....	<b>1,048,861</b>
Total Online Annual Sales Report Collected.....	<b>441</b>
Late Annual Sales Report Collected .....	<b>315</b>

**Total revenue from Late Annual Sales Report collection:   \$31,500**

**Average Performance Metrics**

Average Number of Days to License... **.74 days to license with clock-stoppers**

**MVC Customer Satisfaction Rating January 2022 - Present**

Quarterly Satisfaction Rating.....**99.2%**

**Disciplinary Action Report January 2022 – March 2022**

Total to be collected.....\$68,850

**Online Adoption Across All Professions**

- **87%** online adoption for New “1010” Applications across all Professions available as of April 26, 2022.

**Administrative News**

We have hired a new Administrative Assistant and are currently in the process of training him. Paul Fish joined us on April 11<sup>th</sup> and has extensive experience in the insurance field – something we hope will prove useful in his position with MVC.

A **HUGE** shout out of **THANKS** from myself to both Barry Whitson and Jason Gilliam who have both been doing double duty to ensure that we continue to serve our customers in a timely fashion.

**Outreach**

We have issued an email to all of our dealers on our rules changes relative to advertising. Additionally we have posted a bulletin on our website with the same information. We will work diligently to keep our dealers informed and continue to provide guidance as they call our offices. We are excited about the changes and hope that our complaints surrounding advertising will begin to decrease in a commensurate manner.

Along those same lines, now that our rule changes are in effect I am moving forward on ordering our booklets containing just the statutes governing our regulatory framework along with the rules we have adopted. I will keep you all posted via email about their delivery.

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

**VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

**MOTION CARRIED**





**STATE OF TENNESSEE**  
**DEPARTMENT OF COMMERCE AND INSURANCE**  
**OFFICE OF LEGAL COUNSEL**  
**500 JAMES ROBERTSON PARKWAY**  
**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  
Taylor M. Hilton, Associate General Counsel

**DATE:** April 26, 2022

**SUBJECT:** MVC Legal Report

**1. 2021075741 (TH)**

**Date Complaint Opened: 11/23/2021**

**First Licensed: 05/05/2017**

**Expiration: 03/31/2021 (Revoked)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$4,000 agreed citation for possession of open titles. 2019 – Several complaints open for failure to deliver title.**

**Complainant is the financial company associated with a car purchase from Respondent in 2019. Complainant alleges their client, the purchaser, bought a car from Respondent but was unable to get their vehicle registered.**

**However, an investigation was conducted, and the actual purchaser of the car expressed they were confused about a complaint being filed and stated they had no idea why their finance company would file the complaint. The actual vehicle purchaser advised the investigator the finance company, should have never filed any complaint on her behalf and would prefer the finance company stay out of the situation. She additionally explained to the investigator how the vehicle has been paid off and how she has taken care of everything and has no idea as to why any complaint was ever made on her behalf.**

**Additionally, the Respondent is now out of business and is no longer licensed. Likewise, the investigator went out to where Respondent used to be located and observed a completely new dealership there with no association to Respondent and there were no representatives for Respondent there anymore. The vehicle in question here was purchased before Respondent closing.**

**Based on the aforementioned statements, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**2. 2021074461 (TH)**

**Date Complaint Opened: 11/16/2021**

**First Licensed: 10/15/1998**

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of warning for late delivery of title. 2021 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.**

**Complainant states they purchased a vehicle from Respondent on January 28, 2021. Complainant states they paid in full for the vehicle and alleges Respondent told them they would receive title within a month. Complainant states at the time of their complaint, November 16, 2021, they had yet to receive the title.**

**Respondent states they sent the title to Complainant via FedEx, and it was delivered to Complainant on March 11, 2021. Respondent provided documentation showing the title was delivered to Complainant. Respondent alleges Complainant later reached out to them about not being able to find the title. Respondent states, as such, they applied for a lost title and had it sent to Complainant. Respondent provided documentation evidencing the new title was delivered to Complainant.**

**An investigation was conducted. During the investigation, Respondent provided all requested information to the investigator. Complainant did not provide the requested information to the investigator and did not fully participate in the investigation. However, Complainant expressed they have since received their title and are satisfied with the outcome. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**3. 2022000231 (TH)**

**Date Complaint Opened: 01/04/2022**

**First Licensed: 03/22/2006**

**Expiration: 09/30/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent is misrepresenting the MSRP of new vehicles online. Complainant states Respondent is listing the price online for less than what they are selling for at the actual dealership. Complainant alleges these vehicles are listed for \$3000-\$30,000 less for certain vehicles. Complainant states from what they saw none of the prices attached to the vehicles on the lot match the listed online price.**

**Respondent answered the complaint. Respondent states the sales price on the vehicles in question were increased from MSRP to an updated price due to the scarcity of inventory. Respondent states, nevertheless, that the MSRP prices on their site mentioned in the complaint were not the actual MSRP but, rather, they were just accidentally mislabeled as such. Respondent states this was an unintentional error by their website manager. Respondent states the oversight was unintentional. Respondent states they have since fixed this and are no longer advertising this way.**

**An investigation was conducted. During the investigation, Respondent expressed to the investigator the price mislabeling was a mistake which was resolved as soon as it was brought to their attention. The investigator did a check on the prices listed on the vehicles on the lot and their online listed price. The investigator states the lot prices and the online prices matched. The investigator states they did not see any more**

instances of the MSRP being listed incorrectly on Respondent's website or on the lot. The Complainant did not wish to provide the investigator with any more information pertaining to their complaint. As such, counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**4. 2021076521 (TH)**

**Date Complaint Opened:** 11/30/2021

**First Licensed:** 09/27/2013

**Expiration:** 01/31/2023

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2018 – One complaint closed with \$5,000 civil penalty for failure to deliver title/registration.

Complainant states they ordered a vehicle from Respondent. Complainant alleges Respondent delivered them a damaged vehicle. Complainant alleges when the vehicle arrived, they had to replace the entire bumper due to damage occurred during delivery- either via loading or unloading the car according to Complainant. Complainant states the delivery company drove away after Complainant started to ask questions about the damage and left Complainant with no way to contact them. Complainant states after trying to get contact info for the delivery service company they discovered Respondent chose, hired, and paid a driver who did not have the proper credentials to be hauling vehicles. Complainant states they believe the driver was hauling illegally. Complainant denied providing a notarized statement detailing what transpired with the vehicle. Complainant expressed they believe the complaint filed accurately outlined their concerns. Complainant states they only initially filed the complaint because they were under the belief the Commission would be able to recover the repair costs to the vehicle. Complainant states since they are now aware the Commission is not the proper avenue for recovering their repair costs, they do not want to go through the process of submitting a notarized statement.

**Respondent states Complainant purchased a vehicle from them on November 12, 2021. Respondent alleges based on their file Complainant had a good car buying experience from them. Respondent states the salesperson Complainant worked with sent them multiple videos and pictures of the vehicle before purchase. Respondent alleges the vehicle left their possession in the same condition which was previously shown to Complainant and states Complainant was happy with that condition. Respondent alleges if the vehicle arrived in a damaged condition, it must have occurred during transport. Respondent states it is their belief, as such, Complainant would need to address the damage issues with the transport company themselves. Respondent alleges they are unable to “take responsibility for another company’s fault.” Respondent states they have no affiliation with any transport companies. Respondent apologizes Complainant was not able to obtain the contact information for the transport company from the driver, but states they have since provided Complainant with all the information they have about the company. Respondent states they request for the complaint to be closed, and for Complainant to resolve this issue with the transport company.**

**Based on Respondent’s explanation of events, and Complainant’s lack of desire to comply with the request of the complaint process, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2021072891 (TH)**

**Date Complaint Opened: 11/03/2021**

**First Licensed: 12/09/2020**

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent is providing fake tags. Complainant additionally alleges Respondent sends fake parts receipts to the state for the rebuilt title and in the bill of sale they do not put the actual taxes amount.**

**Complainant claims Respondent then sells the car for more than what they state in the bill of sale. Complainant states Respondent buys destroyed cars to then “play games” with people. Additionally, Complainant states Respondent is knowingly buying stolen cars. Complainant alleges Respondent has no licensed salespeople working at their dealership. Complainant asked to remain anonymous due to fear of retaliation.**

**An investigation was conducted. The investigator states during their preliminary research they determined there were no actively licensed salesman associated with the dealer. The investigator states they then went out to Respondent’s dealership and were informed both the owner and their spouse had previously applied for a salespersons license shortly after purchasing the dealership. The investigator states, however, Respondent admitted to not having seen the licenses come in the mail and just figured they’d possibly been delayed due to Covid and did not follow up on it. Respondent stated to the investigator the owner was the only one selling vehicles for the dealership. The investigator then asked for Respondent to print them a sales report for the units sold between January 1, 2021, and February 1, 2022, timeframe. The report given by Respondent showed there had been approximately 245 vehicles sold during the specified timeframe. Additionally, during the investigation there was no evidence found of Respondent issuing fake temporary tags, however, Respondent was discovered to be utilizing and assigning temporary tags under the account of an associated dealership which closed in December 2020. The previously associated dealership did not have any history of disciplinary action taken against them.**

**The investigator states Respondent admittedly denied being involved in criminal activities. The investigator states they also did not uncover any evidence which would suggest any involvement of Respondent in criminal activities. The investigator, likewise, did not find any evidence of Respondent sending fake receipts to the state to obtain false rebuilt titles or any evidence of Respondent selling vehicles not properly rebuilt and titled. Aside, from the allegation of using unlicensed salespeople, the investigator was not able to substantiate any of Complainant’s other allegations.**

**Counsel recommends authorizing a \$5,000.00 civil penalty for unlicensed activity. Counsel recommends such a high civil penalty because of the egregious nature of the violation, specifically the large number of vehicles sold by Respondent from January 1, 2021, and February 1, 2022, despite not having any actively licensed salespeople**

associated with their dealership. Additionally, counsel also recommends a letter of instruction to be issued to Respondent for their use of a closed dealership EZ-Tag login to issue their temporary tags.

**Recommendation:** Authorize a \$5,000 civil penalty for Respondent selling vehicles without an active salesperson license and requiring Respondent to employ a licensed salesperson within 30 days of executing the consent order and to suspend operating until acquiring a licensed salesperson. Counsel also recommends a Letter of Instruction to be issued to Respondent for their use of a closed dealership EZ-Tag login to issue their temporary tags.

**Commission Decision:** Authorize a \$5,000 civil penalty for Respondent selling vehicles without an active salesperson license and requiring Respondent to employ a licensed salesperson within 30 days of executing the consent order and to suspend operating until acquiring a licensed salesperson. Counsel also recommends a Letter of Warning to be issued to Respondent for their use of a closed dealership EZ-Tag login to issue their temporary tags. Also, refer complaint to the TN Department of Revenue.

#### **6. 2021072631 (TH)**

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

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

**Expiration: 07/31/2023**

**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.**

**Complainant alleges Respondent scammed them with a fake warranty. Complainant states they were given a 100,000-mile warranty as well as a warranty packaged labeled “gold” which included a warranty on the powertrain of the car. Complainant states**



they signed the paperwork for the warranty to be included in the deal. Complainant alleges they spoke with Respondent about 6-months after purchasing their car from them and were told the warranty was still intact. Complainant states around the 11-month mark their engine was “shot” and they learned of an engine recall of the vehicle from 2017 which they believe was never corrected. Complainant alleges she contacted Respondent about this and learned their warranty was only for “first-generation owners.”

An investigation was conducted. Complainant did not respond to the investigator’s numerous attempts at contact. Likewise, Complainant failed to provide the requested statement and supporting documents to the investigator. Respondent provided the investigator with a detailed rebuttal regarding the allegations made in the complaint. Respondent’s affidavit states Complainant did not choose to purchase an extended warranty with their vehicle purchaser. Likewise, Respondent provided a copy of the deal file for the vehicle purchased. The deal file did not include any mention of a warranty being included or purchased. Rather, the deal file showed Complainant’s signature on the required Buyer’s Guide “as-is” no warranty included notice paperwork. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**7. 2021081081 (TH)**

**Date Complaint Opened: 12/30/2021**

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

**Expiration: 07/31/2023**

**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.**

**Complainant alleges they purchased a vehicle from Respondent. Complainant states when they were purchasing their vehicle, they were refused an extended warranty. Complainant alleges they were told it was not available for the truck they were purchasing. Complainant states, however, after driving the truck for two days the vehicle started to have fuel issues. Complainant alleges they went back to Respondent's dealership to see if there was anything they could do to help, and states Respondent expressed they would assist in the cost of the repairs. Complainant states Respondent did provide them with a loaner truck while they waited for the repairs to finish. Complainant alleges Respondent did not properly pay off their truck and harmed their credit score with how many times they ran Complainant credit. Complainant states they returned the vehicle to Respondent and had the deal unwound.**

**Respondent alleges Complainant was offered an extended warranty but denied the offer. Respondent states they brought the vehicle to their local mechanic instead of to Respondent when issues with the vehicle arose. Respondent states they back their product and their customers – regardless of whether a customer has an extended warranty or not. Respondent alleges had Complainant come to them first, they would have helped and made right whatever the issue was. Respondent alleges, however, instead, in their attempt to repair the vehicle, Complainant's mechanic caused a more major problem. Respondent alleges despite the mechanic causing problems with the vehicle, they still demanded Respondent to pay thousands of dollars to make up for the mechanic's mistake. Respondent states Complainant only came to them after their mechanic had caused the issues with the vehicle and was trying to charge Complainant. Respondent states at this point Complainant was requesting for them to give an extended warranty on the vehicle to which Respondent expressed they were no longer able to offer a warranty due to the now known preexisting claim. Respondent states, instead, they encouraged Complainant to go back to their mechanic to seek relief on the repair costs. Respondent states they offered Complainant an extended warranty at a discount price once the initial issue caused by his mechanic had been fully resolved. Respondent states as noted in the complaint in an additional effort to help Complainant they offered them a loaner truck so they could still run their business. Respondent states this was done at no cost to Complainant.**

**Respondent updated since the complaint was filed Respondent's service organization agreed to fix the issues caused by Complainant's mechanic at no cost to Complainant. Respondent alleges, additionally, since the complaint was filed their service organization started the repairs on the vehicle for free, but Complainant made a deal to trade out the truck for another one prior to the repairs being finished. Respondent states, however, the trade never went through because Complainant ended up just dropping the new truck off at the dealership, accused Respondent of running their credit too many times, and stated they were breaking their contract with Respondent. Respondent states, as such, they "quietly unwound" the deal and closed their experience with Complainant. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**8. 2022000611 (TH)**

**Date Complaint Opened: 01/07/2022**

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

**Expiration: 07/31/2023**

**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.**

**Complainant states they traded in their vehicle to Respondent on November 11, 2018, to put toward the purchase of a new vehicle. Complainant alleges, however, around**

December 3, 2021, they received two certified letters which stated the van they traded into Respondent had been towed at the request of the Police. Complainant states the letter they received additionally stated the van they traded was still registered to them and their spouse. Complainant states they are worried about the possible repercussions if the car was used to commit a crime while still erroneously being registered to them.

Since filing their complaint, the Complainant has provided the correspondence they received from the dealership. Complainant states Respondent reached out to them regarding the complaint and alleged the vehicle was driven off their lot by someone whose loan fell through back in 2018 and they were never able to recover the van. Respondent requested for Complainant to provide them the location of where the car was towed so they could recover it and fix the registration issue.

An investigation was conducted. Respondent informed the investigator the traded vehicle in question was then sold on January 23, 2019. Respondent stated to the investigator the purchaser left the dealership with the vehicle in question-based on a conditional agreement pending funding approval. Respondent explained the funding for the purchaser was ultimately not approved. Respondent stated, as such, they made repeated and persistent attempts to contact the purchaser to get the vehicle back, but they all failed. Respondent stated the purchaser disappeared with the vehicle and there was no trace of their whereabouts or the vehicle. Respondent explained to the investigator they then proceeded to start their protocol on repossession and after several months of attempting to repossess the vehicle the company conceded that it could not find the vehicle or the purchaser. Respondent stated to the investigator they also contacted the police about the situation. Respondent states they believed they did all they could to get the vehicle returned to them but once they could not, they thought the matter was “put to rest,” until receiving this complaint.

Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**9. 2021069151 (ES)**

**Date Complaint Opened: 10/11/2021**

**First Licensed: 11/10/2015**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$5,000 civil penalty for failure to provide business records. 2020 – One complaint closed with letter of warning for late delivery of title.**

**Complainant purchased a vehicle from Respondent in March 2021 and sold it to another dealer in Georgia in June 2021. Complainant alleges the Georgia dealer has not received the title. Respondent confirmed there was a delay in obtaining the title from the auction where they originally purchased the vehicle before selling it to Complainant. Respondent further confirmed the title has been sent to the Georgia dealer and the vehicle is now registered in Georgia. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision:**

**10. 2021073471 (ES)**

**Date Complaint Opened: 11/05/2021**

**First Licensed: 11/10/2015**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$5,000 civil penalty for failure to provide business records. 2020 – One complaint closed with letter of warning for late delivery of title.**

**Complainant is a resident of Massachusetts who purchased a vehicle from Respondent in July 2021. Complainant alleges there was a typo on the vehicle's temporary registration which has caused a delay in getting the vehicle permanent tags. Further, Complainant alleges Respondent has failed to cancel a protection plan bought at the time of purchase. Respondent provided a detailed explanation for the delay and provided proof they have been consistently working with Complainant to resolve these issues. Since the complaint was filed, the vehicle has been registered and the warranty has been cancelled. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**11. 2021079981 (TH)**

**Date Complaint Opened: 12/20/2021**

**First Licensed: 06/03/2015**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant, another dealer, states a vehicle was traded into their dealership on July 7, 2021, by a client. Complainant states the title, however, still showed Respondent as the owner. Complainant states they tried to contact their client to get an affidavit to obtain the duplicate title, but they did not comply, and they also tried to reach Respondent but could not get in contact with them.**

**Respondent states the vehicle in question was previously sold to a customer, and the signed title was issued to them at the time of purchase. Respondent alleges the customer was then supposed to proceed and register the car in their name. Respondent states they have no knowledge of the deal between the customer and Complainant. Respondent states they suppose the title transfer should have taken place between them. Respondent states, however, since receiving the complaint they took the following steps to resolve the problem: 1. they reapplied and received a duplicate title, and 2. They submitted the title to Complainant. Respondent provided a copy of the title and a receipt of the title statement from Complainant.**

**An investigation was conducted. Respondent expressed to the investigator Complainant was given the sales receipt and title immediately upon paying for the vehicle in question. Respondent explained to the investigator when a cash purchase transpires at their dealership the consumers are given the title so they can personally transfer ownership and/or obtain proper registration through the Clerk's Office. Respondent stated to the Investigator in those types of instances they do not charge an added fee for titling and registration. Respondent provided the investigator a copy of the relevant documents in Complainant's deal file. The provided evidence showed Complainant was not charged any fees associated with the registration process by Respondent. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**12.2021077121 (ES)**

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

**First Licensed: 01/19/2017**

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a vehicle around June 1, 2021 alleges the vehicle has substantial mechanical issues. Complainant also alleges they have yet to receive a permanent tag. Respondent's attorney provided a detailed response to the complaint. Respondent sold the vehicle as-is without warranty and Complainant signed paperwork agreeing to this. Complainant also agreed to make payments of \$175 per week but failed to make those payments. Despite these facts, Respondent still repaired the vehicle's transmission at its own expense. Complainant is now behind 40 payments in the amount of \$4,200 and Respondent is going to try to repossess the vehicle unless Complainant makes a sizable payment to show they intend to make good on the contract. Respondent has only issued two temporary tags to the vehicle. Counsel recommends issuing a Letter of Caution instruction Respondent that they must follow through with the registration of a vehicle if they charge a consumer for registration fees despite the fact a consumer is behind on payments.**

**Recommendation: Letter of Caution**

**Commission Decision: Concur.**

**13.2021071921 (ES)**

**Date Complaint Opened: 10/26/2021**

**First Licensed: 05/09/2003**

**Expiration: 04/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for failure to provide title in a timely manner.**

**Complainant purchased a vehicle from Respondent on September 1, 2021 and alleges Respondent failed to deliver title/registration. An investigation was conducted. Respondent claims the vehicle in question came in on a trade with a payoff that was sent in on August 16, 2021. The vehicle was financed through a lender and when**



Respondent followed up with the lender, they said there was a discrepancy in the amount owed. Respondent then sent the lender the difference owed. On October 08, 2021, Respondent again contacted the lender and found out that they sent the title to the previous owner instead of Respondent. Efforts were allegedly made to have the former owner send the title to the dealership. As of November 03, 2021, no title was received, and further efforts were ongoing to get a title sent to the dealership. Respondent provided three temporary tags to the vehicle during the delay, and the title was eventually received by the Complainant because it appears the vehicle has been registered. At the time of this complaint, the Department of Revenue was allowing dealers to issue three temporary tags because of continuing delays due to COVID. The Complainant never contacted the investigator despite multiple efforts to discuss this matter by the investigator. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**14.2021080431 (ES)**

**Date Complaint Opened: 10/26/2021**

**First Licensed: 05/09/2003**

**Expiration: 04/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for failure to provide title in a timely manner.**

**Complainant is a promotion company who alleges Respondent failed to issue a refund to them after canceling a sale. Complainant states they paid \$2,000 to Respondent as a deposit for a 2022 BMW and Respondent has not refunded the money. Respondent states Complainant is on the manufacturer's "banned list" as an international exporter of vehicles and they did not learn this until after the deposit was received. Respondent has refunded the \$2,000 to Complainant and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**15.2021077331 (ES)**

**Date Complaint Opened: 12/03/2021**

**First Licensed: 02/28/2013**

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with 250 civil penalty for expired county business license. One complaint closed with \$250 civil penalty for failure to use conditional delivery agreement form. 2017 – One complaint closed with letter of warning for failure to maintain garage liability insurance.**

**Complainant alleges odometer fraud by the Respondent. An investigation was conducted to attempt to obtain proof from Respondent that the vehicle was sold with original miles to the Complainant or that proper disclosure of odometer discrepancy was provided to Complainant at the time of the transaction. The investigation revealed Respondent purchased the vehicle at an auction with 186,023 miles. Complainant met with the investigator and explained the current ownership of the vehicle. After making numerous repairs to the vehicle, Complainant sold it to another person on November 26, 2021. Complainant fully disclosed to the buyer that there were serious odometer discrepancies with the vehicle. Respondent met with the investigator and fully cooperated. Respondent states they sold the vehicle to someone other than Complainant and the mileage was the same as when it was purchased at the auction. This person bought the vehicle for \$3,000 and wanted to personally make repairs, but eventually brought it back for Respondent's mechanic to look at it. Respondent was then unable to make contact with this buyer. Complainant came to Respondent in June 2021 and wanted to buy the vehicle, stating they had been talking with a relative who stated the owner had gone back to Uzbekistan and was detained there, unable to return. Respondent further states the owner never transferred the vehicle into their**

name because they had lost the title given to them by Respondent. Respondent is unsure what happened with the mileage because the Bill of Sale showed 67,977 miles on it when it was sold to Complainant. There is obvious inconsistencies with the vehicle's odometer reading from the time it was purchased at auction by the dealership and the time Complainant took possession of it. Counsel recommends issuing a \$500 civil penalty for failing to use the proper form notifying Complainant about the odometer discrepancy. Further, Counsel recommends referring this matter to the Tennessee Highway Patrol's Criminal Investigation Division.

**Recommendation:** Authorize a \$500 civil penalty for failure to provide an Odometer Disclosure Statement and refer to the Tennessee Highway Patrol Criminal Investigation Division

**Commission Decision:** Concur.

16.2021080191 (ES)

**Date Complaint Opened:** 12/22/2021

**First Licensed:** 04/15/2019

**Expiration:** 04/30/2023

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** Two complaints opened and recommended a \$15,000 civil penalty for issuing more temporary tags than allowed.

Complainant purchased a used vehicle from Respondent in November 2021 with financing. Complainant then paid the vehicle off around 11/18/21 and alleges they have yet to receive the title as of 12/22/21. There were issues with Respondent needing certain documents and the emissions certificate in order to get the vehicle registered and some miscommunication causing a delay in getting a permanent tag. Respondent confirmed that Complainant submitted the required paperwork on 12/22/21 and it was processed for registration. Respondent later confirmed Complainant did receive the permanent tag and the issue has been resolved. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**17. 2022000551 (ES)**

**Date Complaint Opened: 01/07/2022**

**First Licensed: 11/29/2010**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$500 agreed citation for expired county/city business license.**

**Complainant purchased a used vehicle from Respondent on 8/27/21 and alleges they have not received the permanent tag because Respondent had not received the title from the auction yet. Respondent states they did receive a title from the auction company but when they presented it to the county clerk to register the vehicle for Complainant, they were informed that a newer title existed. Since then, Respondent has been working with the auction in Maryland where the vehicle was purchased. The Maryland auction had to apply for a duplicate title and Respondent states they are constantly checking in on the status and are doing everything they can to move things along. Respondent gave Complainant the option of returning the vehicle for a full refund but Complainant did not want to. Respondent is continuing to work to get the title to Complainant. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**18. 2021078491 (ES)**

**Date Complaint Opened: 12/09/2021**

**First Licensed: 12/04/2019**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with payment plan setup for \$2,000 civil penalty for issuing more temporary tags than allowed and deceptive advertising.**

**Complainant is a finance company and alleges that the Respondent failed to release their buyer's title. Complainant states they paid Respondent in full for a vehicle on February 27, 2021. As of December 6, 2021, Complainant had not received perfected title or state issued proof of lien showing the buyer as the owner and Complainant as the lienholder. Respondent states this complaint was filed by a Complainant who had failed to communicate with their own agent who had been in communication about this issue with Respondent. The buyer was not cooperating in getting the paperwork corrected despite Respondent reaching out numerous times to try to get them to come fix the issue with the paperwork. Respondent states the delay was caused by a title issue that could only be fixed with the DMV after the buyer corrected the paperwork. Respondent confirms the issue was resolved and Complainant received the title. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**19. 2021081221 (ES)**

**Date Complaint Opened: 12/30/2021**

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

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$1,500 civil penalty for possession of open titles and engaging in off-site sales.**

**Complainant alleges Respondent failed to disclose the used vehicle they bought had engine damage prior to purchase. Complainant alleges the vehicle's engine light came on within 20-30 minutes of leaving the dealership and their local service center in Georgia stated the top end of the engine needed to be replaced. Complainant believes this was a pre-existing condition that was intentionally concealed. Respondent states they were contacted several days after the purchase and they asked Complainant to bring the vehicle in to inspect it, but Complainant never did. Complainant and his wife test drove the vehicle and checked it out and there were no issues. Respondent offered an extended warranty which was declined, and the vehicle was purchased as-is. Complainant signed the forms acknowledging the vehicle was sold as-is without warranty. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**20.2022000571 (ES)**

**Date Complaint Opened: 01/07/2022**

**First Licensed: 05/25/2021**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent sold them a damaged vehicle and hiding the fact it**

was damaged. Respondent spoke to each employee who dealt with Complainant leading up to and at the time of the sale. Respondent states the damage to the roof of the vehicle was not known about by any employee or Complainant, and argues that no one could have seen the top of the vehicle clearly enough to understand what damage was above the roof line. Respondent states when they are in a situation where their employees feel like they worked really hard and were professional with a customer yet the customer feels lied to and upset, Respondent relies on the paperwork. This vehicle was sold as-is without warranty and Complainant agreed to this with their signature on all of the paperwork and Buyer's Guide. Counsel finds no evidence of any violations and recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**21.2022003381 (ES)**

**Date Complaint Opened: 01/28/2022**

**First Licensed: 05/25/2021**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and traded in a vehicle. Complainant states Respondent agreed to fix a couple issues with the vehicle which they were purchasing so Complainant agreed to drive loaner vehicles once Respondent had sold their trade-in, until the purchased vehicle was repaired. Complainant states they have seizures and could not drive the purchased vehicle because it had a blinking interior hatch light which was one of the issues to be repaired. Complainant was informed the vehicle was ready to be picked up and alleges Respondent harassed them because they needed Complainant to bring back the loaner because it had sold. Respondent apologizes for this situation and agrees there could have been a better stream of communication by their employees but further states they

**worked very hard to keep Complainant in a dependable vehicle throughout the ordeal. Respondent has offered to allow Complainant to bring the vehicle back immediately if there are any more issues with it in Complainant's opinion, and they will provide them with another free loaner car that they promise not to sell while it is being used by Complainant. Respondent also offers Complainant \$1,000 to compensate them for their time and trouble with the lack of communication at times, and the length of time it took to repair the purchased vehicle. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**22. 2022000741 (ES)**

**Date Complaint Opened: 01/10/2022**

**First Licensed: 04/27/1998**

**Expiration: 04/30/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent failed to honor warranty in a timely fashion. Respondent states there is nothing they can do to speed up the process. Respondent explains that the parts needed for the warranty repair are on backorder and they have other customers waiting on the same part that came in before Complainant. Respondent has informed Complainant that there are 7-8 other customers in front of them and the repairs will be completed in order. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**



**23.2022001121 (ES)**

**Date Complaint Opened: 01/12/2022**

**First Licensed: 12/11/2013**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent misrepresented purchased vehicle and damaged vehicle while making repairs. Complainant claims Respondent knowingly sold them a vehicle with an oil leak. Respondent agreed to take the vehicle back to fix the leak. Complainant alleges Respondent told them they pulled the engine and resealed it. Complainant further alleges after picking the vehicle back up, Respondent had a new bumper installed and replaced the engine cover, and the vehicle was in and out of the shop for intermittent no starts. Complainant states another mechanic told them it appeared Respondent had not completely resealed the engine and oil started leaking again, as well as coolant. Complainant states dealing with Respondent has been a nightmare. Respondent states this vehicle was knowingly purchased as-is and Complainant declined to purchase a service contract. Respondent states they went above and beyond to repair the leak after it was brought to their attention by Complainant, all as a gesture of goodwill. Respondent states they replaced engine related gaskets, valve cover gaskets, exhaust gaskets, transmission gasket, and the right front axle which would have cost \$2,800 if they had charged for it. Respondent then took responsibility for the damage Complainant suggested was caused by Respondent during the service and had it professionally repaired at no cost at a reputable body shop. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**24. 2021077161 (TH)**

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

**First Licensed: 11/13/2015**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.):2021 – One complaint closed with \$500 agreed citation for unlicensed activity.**

**Complainant alleges they had to wait for an extended period of time to receive their tags and registration. Complainant states they were told it was due to COVID-19. Respondent states they experienced issues with Complainant's title and required paperwork. Respondent states Complainant's vehicle was purchased from the auction with missing signatures and affidavits. Respondent states as it was an out-of-state title it proved to be difficult to obtain all necessary paperwork and missing signatures. However, counsel has been informed all issues have been resolved and Complainant has received their permanent tags. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**25. 2021077341 (TH)**

**Date Complaint Opened: 12/03/2021**

**First Licensed: 02/24/2003**

**Expiration: 09/30/2022 (Closed)**

**License Type: Motor Vehicle Dealer**

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

**Complainant states on August 12, 2021, they purchased a vehicle from Respondent. Complainant states their vehicle was not paid in full by Respondent to their floorplan company. Complainant states, as such, they could not receive their title and license plates. Respondent has since closed down due to financial and health issues. Complainant was given Respondent's surety bond information. As such, Counsel recommends closing and flagging the complaint.**

**Recommendation: Close and Flag.**

**Commission Decision: Concur.**

**26.2021078791 (TH)**

**Date Complaint Opened: 12/10/2021**

**First Licensed: 01/22/2020**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they purchased a vehicle from Respondent. Complainant states the price of the car included registration fees. Complainant states they have gone down to Respondent's place of business every month since purchase to get their tags, but Respondent keeps giving them different excuses as to why they don't have the title for the vehicle yet. Complainant states they were recently told the title was at a different building and Respondent would have to apply for a duplicate. Complainant states this was 3 months ago, and they have yet to receive their tags. At the time of filing their complaint, it had been 7 months since they purchased their vehicle.**

**An investigation was conducted. The investigator did a preliminary search to see if there were any signs of Respondent having similar issues in the past but did not find**

any evidence of such. The investigator then attempted to obtain information from Complainant via email, however, never received a response from Complainant. The investigator states they made several attempts, via both email and phone, to obtain the requested information and statements from Complainant but Complainant did not ever comply with the request.

The investigator additionally went to Respondent's dealership to speak with them about the complaint. The investigator states they did not observe any issues with Respondent while at the dealership. Respondent stated the title had been lost at the dealership by a former employee and replacing it was hampered by several obstacles. On February 4, 2022, Respondent sent the investigator photos of a license plate and the required registration paperwork ready for Complainant. The investigator attempted to contact Complainant again after this to ensure they had received it, but they did not respond to the investigator.

There does not appear to be any fraudulent or deceptive acts behind the delay in Respondent supplying Complainant their registration information. However, Respondent did provide the investigator with a copy of the log of temporary tags they issued to Complainant, and the log showed there were a total of eight temporary tags issued to Complainant by Respondent by the EZ-Tag system. At the time of this complaint, the Department of Revenue was allowing dealers to issue three temporary tags because of continuing delays due to COVID. As such, counsel recommends authorizing a \$2,500 civil penalty for issuing five (5) more temporary tags than allowed by law.

**Recommendation:** Authorizing a \$2,500 civil penalty for issuing five (5) more temporary tags than allowed by law.

**Commission Decision:** Concur.

27.2021080891 (TH)

Date Complaint Opened: 12/29/2021

**First Licensed: 05/23/2019**

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent scammed them. Complainant states Respondent breached their contract and reposed their vehicle without cause. Complainant only speaks Spanish and said Respondent was making fun of them and attacking them. Complainant states they had to call police on Respondent.**

**Respondent alleges Complainant's complaint is false. Respondent alleges the vehicle was purchased with "no dealer warranty as is." Respondent alleges the complaint is "rambling" and "nonsensical." Respondent states Complainant stopped making payments and defaulted on payments and returned the vehicle.**

**Both parties filed claims in General Sessions Court.**

**An investigation was conducted. Respondent explained to the investigator they went to court on this issue. Respondent stated they won the judgment and Complainant was required to pay them their back payments and court costs. Respondent provided documentation of this judgment. Respondent also provided a copy of the deal file, which included the signed required notice of no warranty "As-Is" documentation. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**28.2021081181 (TH)**

**Date Complaint Opened: 12/30/2021**

**First Licensed: 11/03/2015**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they went to Respondent's dealership to purchase a new vehicle. Complainant states the advertised price was \$30,655 on the vehicle they were interested in. Complainant alleges as they were working out their monthly payments on the car, they were told by Respondent there was a Marketing Adjustment charge on the model they were interested in. Complainant states Respondent told them it was since they were low on stock. Complainant alleges the additional markup was for \$2,000. Complainant states they then left the dealership because they believe Respondent was attempting to scam them. Complainant states they filed this complaint because they felt Respondent was acting dishonestly and fraudulently.**

**Respondent alleges their records reflect they have never issued any quotes, whether in person or otherwise, to Complainant. Respondent alleges this generally indicates no specific vehicle was ever chosen or selected, during any visit, to discuss the specific details related to figures as described in the complaint. Respondent alleges Complainant's interest in a specific vehicle never reached the point of the shopping process of quotes being populated. Respondent the salesman who was involved stated it appeared to them Complainant was "obviously unhappy in general" with the situation. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**29.2022000421 (TH)**

**Date Complaint Opened: 01/06/2022**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with letter of warning for deceptive advertising.**

**Complainant states on December 30, 2021, they took their vehicle in for service and repair. Complainant states on January 3, 2022, they were informed a wheel bearing would need to be replaced. Complainant states despite their vehicle being outside of the 3-year bumper to bumper warranty they assumed the issue would be fixed under the lifetime extended warranty they were given by Respondent. However, Complainant states they were informed by Respondent their issue was not an item covered by the lifetime warranty, and since their three-year bumper-to-bumper warranty had expired, the repair would not be covered. Complainant alleges when purchasing their vehicle, they were told by Respondent this type of issue would be covered, and the lifetime warranty was the main reason they purchased the vehicle from Respondent. As such, Complainant states they feel they were lied to and defrauded by Respondent.**

**Respondent states it was noted clearly at the bottom of the page the limited warranty applies only to eligible repairs on eligible vehicles. Respondent states they do not determine the vehicles which are eligible under warranty, rather, the manufacturer does. Respondent states Complainant's vehicle's manufacturer does not include wheel bearings as part of their powertrain. Respondent alleges, as such, they are excluded from Complainant's warranty. Respondent alleges this was all told Complainant and properly disclosed to them.**

**An investigation was conducted. Respondent provided the investigator with the Manufactures Booklet and referenced specifically where wheel bearings are excluded from Complainant's warranty beyond the standard three-year warranty. Respondent additionally provided the investigator with a copy of the deal file evidencing the transaction with Complainant.**

**Based on the aforementioned, there do not appear to be any violations of law or regulation. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**30.2021077531 (TH)**

**Date Complaint Opened: 12/06/2021**

**First Licensed: 12/23/2020**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**

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

**On December 1, 2021, an inspection was completed at Respondent's establishment. During the inspection, Respondent was unable to produce their County Business Tax license. As such, the inspector issued a Notice of Violation for the Motor Vehicle Dealer Licensing Laws found in Tenn. Comp. R. & Regs. 0960-01-.25. A proposed Agreed Citation was sent to Respondent on December 6, 2021, assessing a \$250.00 civil penalty for the violation. Respondent did not respond to the proposed Agreed Citation.**

**Recommendation: Authorize a \$250 penalty for Respondent failing to produce their County Business Tax License to the inspector. Counsel is also recommending requiring Respondent to provide documentation of an active license with their executed Consent Order.**



**Commission Decision: Concur.**

**31.2021078891 (TH)**

**Date Complaint Opened: 12/10/2021**

**First Licensed: 02/08/2021**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they purchased a vehicle from Respondent who told them the car did not have any issues. Complainant states they asked Respondent if they could bring the car to their mechanic to get checked prior to purchase but Respondent told them no because it was too far away. After purchase Complainant states they brought the vehicle to their mechanic who informed the car was full of issues and expressed they believed it should be returned if possible. Complainant alleges they attempted to return the car to Respondent but were denied and were told there was nothing Respondent could do.**

**Respondent states Complainant requested to bring the vehicle in question to a mechanic across state lines. As such, Respondent, states they told Complainant they could not bring the car to that specific mechanic as it would cause issues with their insurance. However, Respondent alleges they encouraged Complainant to take the vehicle to another mechanic within the state, but Complainant declined to do so. Respondent provided a form signed by Complainant in which Respondent encouraged Complainant to have the car examined by a mechanic prior to purchase. Likewise, Respondent states they denied Complainant a refund because the issues with the vehicle came about after purchase, and Complainant signed an “as-is” warranty notice. Respondent provided documentation of the Complainant’s signature on all required as-is disclosure paperwork. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**32.2022001541 (TH)**

**Date Complaint Opened: 01/14/2022**

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

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**During a routine annual inspection on January 13, 2022, an inspector states they found the following violations: 0960-1-.12-no doc fee disclosure, 0960-1-.12-no plus ttl disclosure, and 0960-1-.12-no used or preowned disclosure. A Notice of Violation was issued to Respondent on the same day.**

**Respondent states they have since corrected all advertising issues on all sources on which they advertise. Respondent states they had done this previously, however, their website providers had it**

**fixed to where it will stay permanently and be added on automatically. Respondent states they have fixed all problems are now in compliance, and no longer will have any advertising issues.**

**Based on the three violations observed during the inspection, counsel is recommending issuing a \$750 civil penalty.**

**Recommendation: Authorize a \$750 civil penalty for the three advertising violations.**

**Commission Decision: Issue a Letter of Warning.**

**33.2022002161 (TH)**

**Date Complaint Opened: 01/20/2022**

**First Licensed: 06/27/2008**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

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

**On January 19, 2022, an annual inspection was completed at Respondent's establishment. During the inspection, the inspector observed Respondent's posted Business Tax license expired on May 15, 2021.**

**Business License. As such, the inspector issued a Notice of Violation for the Motor Vehicle Dealer Licensing Laws found in Tenn. Comp. R. & Regs. 0960-01-.25. A proposed Agreed Citation was sent to Respondent on January 20, 2022, assessing a \$500 civil penalty for the violation.**

**Respondent states their license never lapsed, rather, the wrong license was just mistakenly displayed. Respondent attached a copy of their current Business Tax License (expires May 15, 2022) and documentation showing it never expired or lapsed. Respondent reached out to counsel and explained they are not sure how the updated version of their license did not make it into their display. Respondent ensured counsel they now have the updated one now posted in their display. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**34. 2021075661 (ES)**

**Date Complaint Opened: 11/22/2021**

**First Licensed: 12/16/2011**

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with a letter of warning for improperly titling a vehicle.**

**A Notice of Violation was issued to Respondent during inspection on November 22, 2021, for advertising violations. Specifically, Respondent is charging “dealer fees” in addition to the sale price of vehicles advertised on their website and is not disclosing how much the dealer fee is. Counsel recommends issuing a \$500 civil penalty for these two advertising violations.**

**Recommendation: Authorize a \$500 civil penalty for two advertising violations**

**Commission Decision: Issue a Letter of Warning.**

**35. 2021079111 (ES)**

**Date Complaint Opened: 12/13/2021**

**First Licensed: 12/03/2019**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title.**

**Complainant is a resident of North Carolina who purchased a vehicle from Respondent on October 14, 2021 and alleges Respondent had not provided registration as of December 13. Respondent confirmed Complainant has since registered the vehicle and they issued two temporary tags. Respondent states they sent the title and registration to a certain clerk's office in North Carolina and they sent it back to them. Respondent had to send it to a different clerk office for registration in North Carolina and that was the reason for the delay. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**36.2021080001 (ES)**

**Date Complaint Opened: 12/21/2021**

**First Licensed: 12/03/2019**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title.**

**Complainant purchased a used vehicle from Respondent on August 17, 2021 and alleges Respondent has issued five temporary tags without delivering title and registration. At the time of this complaint, the Department of Revenue was allowing dealers to issue three temporary tags because of continuing delays due to COVID. An investigation was conducted. Respondent's general manager directly contacted Counsel to discuss this issue and make sure it was resolved promptly and appropriately. Respondent was able to confirm delivery of title and registration in January 2022 and further provided Complainant with \$1,000 for the stress caused by this situation. Further, Respondent repaired a tire pressure sensor issue at no cost per**

**Complainant's request. Counsel recommends issuing a \$1,000 civil penalty for issuing two more temporary tags than allowed by law at this time.**

**Recommendation: Authorize a \$1,000 civil penalty for issuing two more temp tags than allowed**

**Commission Decision: Concur.**

**37.2022005321 (ES)**

**Date Complaint Opened: 02/11/2022**

**First Licensed: 12/03/2019**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title.**

**Complainant is a resident of Kentucky who alleges Respondent has failed to provide permanent tag and title for their vehicle purchased on 10/12/2021 as of February 2022. Respondent issued two temporary tags to the vehicle and then put Complainant in a loaner vehicle, as well as provided him \$500 for the hassle. Respondent told Complainant the vehicle had a New York title, and it is known New York is still experiencing severe delays when it comes to providing titles to other states. Respondent confirmed they received the title and the vehicle has been registered. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**38. 2022000271 (ES)**

**Date Complaint Opened: 01/05/2022**

**First Licensed: 11/14/2019**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they cannot register their car because the Respondent has not given them a title. Complainant purchased the vehicle from Respondent on October 19, 2021 and was told Respondent was working on it; then Complainant had to fill out a request for duplicate title on December 8, 2021. Respondent provided a detailed account of their efforts made to obtain the title from the auction they bought the vehicle and explained why there was a delay. Respondent confirmed the vehicle is now registered to Complainant and provided all relevant documentation showing their efforts and the final registration and permanent tag. Respondent did not issue more temporary tags to the vehicle than allowed by law during the interim and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**39. 2022001641 (ES)**

**Date Complaint Opened: 01/17/2022**

**First Licensed: 01/22/1999**

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent failed to perform warranty repairs after allegedly causing a problem with the vehicle's display screen while in their service for recall work. Complainant did not provide evidence to prove Respondent caused the problem as alleged. Respondent denies the allegations in full. Respondent explains the vehicle's warranty expired November 12, 2020 considering the vehicle was purchased in 2016. Respondent still reached out to the manufacturer's customer satisfaction team on Complainant's behalf and they were denied any assistance. Respondent diagnosed the issue for free and offered a reduction in the cost of repair from \$4,300 to \$2,200 to try to help Complainant to the best of their ability in these circumstances. Respondent has also provided a loaner vehicle to Complainant at no cost. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**40.2021080671 (TH)**

**Date Complaint Opened: 12/27/2021**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they bought a car from Respondent in July. Complainant states they were given two temporary tags while they waited for their permanent tags. Complainant states they filed this complaint due to a delay in receiving their permanent tags after their second temporary tag expired. However, since filing their complaint they have received their permanent tags.**



**Respondent states the reason for the delay was there was an issue with the recorded Power of Attorney when the prior owner traded the vehicle in question in. Respondent states, unfortunately, it took too long for this to be resolved as the owner lives out of state but there was no fraud or intentional wrongdoing on their end. Respondent states, however, all issues were resolved, and Complainant has since received their permanent tags. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**41.2022006791 (TH)**

**Date Complaint Opened: 02/21/2022**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent on November 22, 2021. Complainant alleges there were difficulties getting their finance paperwork worked out with Respondent. Complainant states they were asked multiple times by Respondent to send the same documents for the finance application. Complainant states the process was drawn out for multiple months.**

**Respondent answered the complaint. Respondent states as soon as Complainant's issues were brought to their attention, they contacted Complainant to try and resolve any problems. Respondent states they reached an agreement with Complainant in**

which they lowered Complainant's monthly payments. Respondent states they were actively trying to assist Complainant in the financing process but was unable to get them to come into the dealership. Respondent states, however, they have since resolved all issues with Complainant and both parties are satisfied. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**42.2022002861 (TH)**

**Date Complaint Opened: 01/26/2022**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**This is an administratively opened complaint based on potential unlicensed activity. An investigation was conducted. The investigator was unable to ever locate Respondent to obtain any information. The investigator exhausted all possible avenues to locate and contact Respondent but was unsuccessful. The investigator could not obtain any evidence of the alleged unlicensed activity. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**43. 2022003301 (TH)**

**Date Complaint Opened: 01/28/2022**

**First Licensed: 01/27/2021**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**This is an administratively opened complaint based on potential fraud. This complaint is related to complaint #2022003251 in #44. An investigation was conducted. The investigator found everything appeared to be in order and found no evidence of any violations. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**44. 2022003251 (TH)**

**Date Complaint Opened: 01/28/2022**

**First Licensed: 08/28/2009**

**Expiration: 10/31/2015 (Expired)**

**License Type: Motor Vehicle Salesman**

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

**This was an administratively opened complaint based on potential fraud. This complaint is related to complaint #2022003301 in #43. An investigation was conducted.**

**The investigator found everything appeared to be in order and found no evidence of any violations. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**45. 2022000721 (ES)**

**Date Complaint Opened: 01/10/2022**

**First Licensed: 10/08/2015**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$5,200 civil penalty for unlicensed activity. 2019 – One complaint closed with \$250 civil penalty for advertising violation.**

**Complainant purchased a used vehicle from Respondent in August 2021 and alleges they have not received the permanent tag as of January 2022. Respondent states they originally made Complainant aware that Respondent was going to have to obtain a duplicate “auction loss” title. Respondent confirms Complainant has since received the tag and they only issued two temporary tags to the vehicle. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**46. 2022002661 (ES)**

**Date Complaint Opened: 01/24/2022**

**First Licensed: 09/29/2006**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent sold them a “bad car” and they have spent over a thousand dollars to repair mechanical issues. Complainant further alleges the payments are too much for the vehicle purchased. Respondent states Complainant purchased the used vehicle back in April 2021 as is, without warranty. Respondent states they have tried to assist Complainant by moving their July 2021 payment and the entire tax balance to the end of the loan. Complainant has not paid anything since 9/3/21 and is \$2,700 past due. Respondent has offered to allow Complainant to return the vehicle without any legal ramifications and Complainant has refused. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**47.2021079401 (ES)**

**Date Complaint Opened: 12/16/2021**

**First Licensed: 08/02/2016**

**Expiration: 07/31/2022**

**License Type: Motor Vehicle Dealer**

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

**A Notice of Violation was issued to Respondent during inspection on 12/14/21 for an**

expired county business license. Respondent later provided Counsel with proof the business license was active, it just had not been mailed to them prior to the inspection. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**48.2021079911 (ES)**

**Date Complaint Opened: 12/20/2021**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): Two complaints opened and recommended a \$15,000 civil penalty for issuing more temporary tags than allowed**

**Complainant purchased a used vehicle in July 2021 and alleges that the Respondent has failed to send them their registration as of December 2021. Respondent confirms they issued four temporary tags to the vehicle prior to Complainant receiving the permanent tag. At the time of this complaint, the Department of Revenue was allowing dealers to issue three temporary tags because of continuing delays due to COVID. Respondent has since provided much education and training to their employees about the limits on temporary tags considering the recent discipline imposed upon Respondent for this issue. Counsel recommends issuing a \$1,000 civil penalty for issuing one more temporary tag than allowed considering this is Respondent's second offense of this nature.**

**Recommendation: Authorize a \$1,000 civil penalty for issuing one more temporary tag than allowed by law**

**Commission Decision: Concur.**

**49.2022001101 (ES)**

**Date Complaint Opened: 01/12/2022**

**First Licensed: 01/13/2011**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent has not provided permanent tags or title for vehicle purchased on 11/17/21. Respondent issued two temporary tags to the vehicle and confirmed the vehicle has since been registered. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**50.2022002571 (ES)**

**Date Complaint Opened: 01/24/2022**

**First Licensed: 10/30/2019**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent has not provided tags or registration for purchase of vehicle in December 2021 as of January 27, 2022. Respondent explained this was because Complainant has failed to provide the documentation required for registration. Respondent later confirmed with Counsel that Complainant never provided the required documentation after filing for bankruptcy and now they cannot locate the vehicle or Complainant. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**51. 2022003461 (ES)**

**Date Complaint Opened: 01/28/2022**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$4,500 civil penalty for issuing more temporary tags than allowed.**

**Complainant alleges the vehicle they purchased from Respondent is having issues and needs a new key to be made. Respondent agreed to pay for and order a new key and will honor the warranty to take care of necessary repairs even though the vehicle had no issues for the first nine months. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**



**52.2021081031 (TH)**

**Date Complaint Opened: 12/29/2021**

**First Licensed: 12/21/2020**

**Expiration: 10/31/2022 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$500 civil penalty for unlicensed activity. 2021 – One complaint closed letter of warning for failure to timely deliver title and misleading advertisement, and one closed with \$3,000 civil penalty for unlicensed activity, failure to supervise employees/agents, failure to use salvage disclosure form, failure to close out title when selling a vehicle, and failure to produce business records. 2022 – Three complaints presented with recommendation of voluntary surrender of Respondent’s license.**

**Complainant alleges Respondent was supposed to fix some “minor” car issues for them after purchase and then release the vehicle to them. Complainant states, however, Respondent kept the car for an extra two months before releasing it to Complainant. Complainant states Respondent was also not responsive to their requests during this time. Complainant states they had to also bring the car consistently in for major repairs after getting it. Complainant alleges Respondent acted unprofessionally with them throughout the experience. Respondent did not answer the complaint.**

**An investigation was conducted, and it revealed Respondent is closed and has since moved to Arkansas. Likewise, the investigation discovered someone else is now renting the property Respondent used to be located on and will be operating an auto repair shop. The new owners stated to the investigator they have nothing to do with Respondent. As such, counsel recommends closing and flagging this complaint. Based on their possible opening of an Arkansas location, counsel recommends referring this to the Arkansas Motor Vehicle Commission as well.**

**Recommendation: Close and Flag. Refer to Arkansas Motor Vehicle Commission.**

**Commission Decision: Concur.**

**53.2022001091 (TH)**

**Date Complaint Opened: 01/12/2022**

**First Licensed: 12/21/2020**

**Expiration: 10/31/2022 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$500 civil penalty for unlicensed activity. 2021 – One complaint closed letter of warning for failure to timely deliver title and misleading advertisement, and one closed with \$3,000 civil penalty for unlicensed activity, failure to supervise employees/agents, failure to use salvage disclosure form, failure to close out title when selling a vehicle, and failure to produce business records. 2022 – Three complaints presented with recommendation of voluntary surrender of Respondent’s license.**

**Complainant states they purchased a vehicle from Respondent and were told they would receive their title in the mail in two weeks. Complainant states, however, they purchased the vehicle on May 10, 2021, and as of January 2022, they still had not received their title.**

**An investigation was conducted, and it revealed Respondent is closed and has since moved to Arkansas. Likewise, the investigation discovered someone else is now renting the property Respondent used to be located on and will be operating an auto repair shop. The new owners stated to the investigator they have nothing to do with Respondent. Complainant was sent Respondent’s surety bond information. As such, counsel recommends closing and flagging the complaint. Based on their possible opening of an Arkansas location, counsel recommends referring this to the Arkansas Motor Vehicle Commission as well.**

**Recommendation: Close and Flag. Refer to Arkansas Motor Vehicle Commission.**

**Commission Decision: Concur.**

**54.2022002031 (TH)**

**Date Complaint Opened: 01/20/2022**

**First Licensed: 05/01/2012**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$500 civil penalty for issuing one more temporary tag than allowed.**

**Complainant states they purchased a vehicle from Respondent. Complainant states at the time of their complaint, January 20, 2022, their second temporary tag had just expired (expired January 19, 2022), and they had not yet received their registration information to get a permanent tag. Complainant states they were informed by Respondent they would not be issued any more temporary tags. Complainant states, as such, they filed their complaint.**

**Respondent states the processing of Complainant's registration paperwork was delayed a few days to their title clerk being quarantined with Covid-19. Respondent states, however, Complainant's license plate and registration had been available for pickup in their office since January 21, 2022. Respondent states Complainant has told them on several occasions they would be in to pick them up but has never actually come in to get them. Respondent states, as such, they mailed the documents to Complainant to ensure they get the documentation. Respondent states they apologize for any inconvenience or confusion. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**55.2022003121 (TH)**

**Date Complaint Opened: 01/26/2022**

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

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent. Complainant states Respondent delayed in releasing the title to them and only ever sent them an uncompleted title. Additionally, Complainant states Respondent was supposed to make agreed upon repairs to the vehicle and then send the vehicle to them but failed to do so. Complainant alleges Respondent never delivered the car and is now refusing to make the repairs included in their sale agreement.**

**Respondent states they only sent the title without the lien holder filled out because they did not know who the lienholder was as Complainant had outside financing and did not inform them who the lienholder was. Respondent states their attorney advised them to send the title with the lienholder left off and inform Complainant of their responsibility to add that information to the title. Respondent states Complainant has failed to comply with the procedures to gain a properly executed title on the purchased vehicle and has not provided the required banking information for the lien on the vehicle. Respondent alleges the car is ready to go and available for Complainant, but Complainant had not retrieved it.**

**An investigation was conducted. Respondent explained to the investigator the title was only stalled due to Complainant failing to provide them with the lienholder information and never receiving anything from the financial institution on behalf of Complainant. Respondent informed the investigator once the deal was funded and Respondent received the information required, Complainant was given the title. Respondent additionally stated all agreed-upon work has been completed on the vehicle. Respondent updated the investigator and informed them Complainant picked up the vehicle, Complainant had the title, and nothing was outstanding on the deal. Respondent states they feel they did all they could in this purchase and believe**

**Complainant may have had possible fraud related to their financing and is why there were issues.**

**Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**56.2022004241 (TH)**

**Date Complaint Opened: 02/03/2022**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent. Complainant alleges Respondent had to keep the vehicle for two days after purchase for repairs. Complainant states once they had the vehicle in their possession, they noticed there were issues with the gears. Complainant states, as such, they brought the vehicle back to Respondent.**

**Respondent states, they are confused about why a complaint was filed. Respondent states as soon as the vehicle was brought back to them, and they were made aware of the issues they unwound the deal and fully refunded Complainant. Respondent states this all happened within one week of purchase, and they believe they resolved Complainant's issues within a timely manner. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**57. 2022003441 (TH)**

**Date Complaint Opened: 01/28/2022**

**First Licensed: 05/25/2011**

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states on April 14, 2021, they purchased a vehicle from Respondent which was priced at \$111,646. Complainant placed a down payment of \$42,000. Complainant alleges they now believe the contract they were given from Respondent was a violation of 15 USC 1692. Complainant alleges they believe them being required to place a down payment and finance the rest of the vehicle was a violation of the mentioned statute. Complainant alleges after reviewing their contract they believe Respondent “placed the debt back on them” rather than making it “an obligation of the United States” when issuing them an installment contract for the remaining balance despite them giving a down payment which they believe should be considered full payment for the entire vehicle. Complainant states they filed this complaint to assert their rights to rescind the transaction and assert they are no longer liable for any finance charges. Complainant states based on this they believe they are entitled to keep the vehicle and have their money refunded.**

**Respondent states they believe Complainant is just attempting to get their vehicle for free. Respondent states Complainant purchased their vehicle from them over nine months ago and has had no complaint until now. Respondent states they believe Complainant is attempting to defraud both them and their lender. Respondent further asserts they are not the lender Complainant used to purchase the vehicle and they**

have no knowledge of the status of Complainant's loan with their lender. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**58.2022003901 (TH)**

**Date Complaint Opened: 02/02/2022**

**First Licensed: 04/20/2021**

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they purchased a vehicle from Respondent on November 14, 2021. Complainant states they were a \$160 short of the sale price and so Respondent agreed to let them leave with the car on the promise to send Respondent the remaining balance. Complainant states Respondent was to keep the title until the remaining money was sent and then release it to Complainant states they sent the money to Respondent but never received the title. Respondent claims they mailed it to the P.O. box Complainant requested it to be sent to, but that it may have gotten lost in the mail because they did not have a tracking number for it.**

**Since the complaint was filed Respondent received the title back from the post office as undeliverable to the noted address. Respondent then re-sent the title to Complainant via certified mail and got confirmation it was delivered to Complainant. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**59.2022001162 (TH)**

**Date Complaint Opened: 03/23/2022**

**First Licensed: 04/20/2021**

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states on March 12, 2022, they purchased a vehicle from Respondent. Complainant alleges after putting gas into the vehicle, it began to have problems. Complainant requested for Respondent to pick up the vehicle to have it looked at. Respondent states they picked up the vehicle and their mechanic determined the issue was bad gas was put into the tank and was the cause of the issues Complainant was having. Respondent states they informed Complainant of this, and let them know they would be responsible for the repair price since the vehicle was purchased “As-Is.” Respondent states further the issue only arose after the actions of Complainant, and that they were not aware of any issues with the vehicle when they sold it to Complainant. Respondent provided copies of all required “as-is” no warranties notices signed by Complainant. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**60.2022004891 (TH)**



**Date Complaint Opened: 02/08/2022**

**First Licensed: 09/10/2018**

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle posted on Facebook marketplace on 10/22/2021 from an individual. Complainant states they went to the car lot to look, and test drive the vehicle. Complainant states the lot they followed the person selling the vehicle to was Respondent's dealership. Complainant states they had difficulties obtaining the title to the vehicle from the individual they purchased the vehicle from.**

**An investigation was conducted. The investigator spoke with Respondent, who stated the individual who sold the vehicle to Complainant does not work with them and must have just used their lot to meet Complainant. The investigator checked this, and the temporary tag given to Complainant was not issued by Respondent. Additionally, Complainant did not participate in the investigation and has since received the title. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**61. 2022002721 (ES)**

**Date Complaint Opened: 01/25/2022**

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

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

**Complainant alleges that the Respondent did not send them their tags and notes they have received two temporary tags. Respondent confirmed Complainant has since received the tag and registration to the vehicle purchased. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**62.2022002751 (ES)**

**Date Complaint Opened: 01/25/2022**

**First Licensed: 01/08/2014**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with \$500 civil penalty for misuse of dealer plate.**

**A Notice of Violation was issued to Respondent for failure to have an active surety bond. Since the inspection, Respondent disputed the Notice of Violation and explained there was a misunderstanding on the part of the bond company and because of a delay in the bond company receiving a required letter from the state. This has since been resolved and due to the mitigating circumstances and constant communication by the Respondent with our office, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**63.2022003111 (ES)**

**Date Complaint Opened: 01/26/2022**

**First Licensed: 12/14/2010**

**Expiration: 12/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent misrepresented purchased vehicle. Complainant lives in Wisconsin and found a 2008 Hummer online being sold by Respondent. Complainant alleges the vehicle is not in the condition they were told it was in. Complainant alleges the tires are cracking and unsafe, the tire caps are stuck from corrosion, and the battery needs replacing. Complainant alleges there are issues with the paint and body of the vehicle as well as the interior appearance and condition. Complainant alleges there is a laundry list of issues with this vehicle and alleges it would cost over \$14,000 to fix the issues they didn't know the vehicle had. Respondent states they showed Complainant pictures of the tires, as well as the outside and inside of the vehicle. Respondent denies the allegations in full and is shocked Complainant is acting like they did not get what they paid for. Respondent provided a Carfax and a discount of \$1,995 after negotiations and feels they gave Complainant everything they asked for. Complainant does not provide evidence of any advertisement or any proof that Respondent misled them. It appears this vehicle was purchased as is and sight unseen, therefore Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**64. 2022004091 (ES)**

**Date Complaint Opened: 02/03/2022**

**First Licensed: 04/14/2016**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$500 civil penalty for unlicensed salesperson activity. 2020 – One complaint closed with \$500 civil penalty for operating on an expired dealer license.**

**Complainant alleges Respondent falsely reported odometer reading on the vehicle sold to them. Respondent provided the deal file and title to show Complainant was made aware that the mileage was not correct at the time of purchase. The title shows Respondent checked the box stating the odometer reading was not the actual mileage and the mileage had been recorded as less than the mileage recorded on the title in previous title assignments. The Bill of Sale also has a note stating “sold as is – not actual mileage”. However, Complainant states he received a Bill of Sale that did not have the note on it and states he never signed the title or saw it because it was sent to their lender. Respondent did not use an Odometer Disclosure Statement. Counsel recommends issuing a \$500 civil penalty for failing to use the proper form notifying Complainant about the odometer discrepancy.**

**Recommendation: Authorize a \$500 civil penalty for failure to provide an Odometer Disclosure Statement**

**Commission Decision: Concur.**

**65. 2022004581 (ES)**

**Date Complaint Opened: 02/04/2022**

**First Licensed: 10/04/2005**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent funnels money through their business to a personal 501c3 charity and claims they have been doing so since 2010. Complainant further alleges Respondent sells cars that the owner still owes money for and forges test drive sheets. Respondent states Complainant is a disgruntled past employee who quit in April 2021 due to “problems at home.” Respondent states their dealership is a family-owned business who does donate “very minimal amounts” of money to a family-owned charity from time to time. Respondent further states they do have vehicles on loan which they believe to be a common practice by many dealerships. Respondent denies any illegal actions by the dealership or the charity. Respondent states Complainant showed up at the dealership in December 2021 and harassed employees, used vulgar language and then retreated to their car and aggressively beat the steering wheel while screaming obscenities. Respondent states Complainant has been continuing to harass employees and has been stalking one since they day they quit. Respondent notes they have been in business for 30 years, and states they have a good reputation with no problems. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**66.2022004651 (ES)**

**Date Complaint Opened: 02/04/2022**

**First Licensed: 05/10/2019**

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent in September 2021 with a warranty. Complainant alleges the experience with the vehicle since purchase has been a nightmare and they have spent more than \$4,000 on repairs. Complainant wants the warranty cancelled and feels this purchase should be mutually beneficial to both parties. Complainant states they have received absolutely no value from the transaction. Respondent states the vehicle did not have any mechanical defects at the time of sale and the vehicle was sold as is with over 116,000 miles on it for an appropriate price for such a high-mileage foreign car. The warranty and GAP insurance were sold by the sub-prime lender, not Respondent. Respondent understands that the lender actually did pay for some of the repairs under warranty claims. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**67.2022007251 (ES)**

**Date Complaint Opened: 02/23/2022**

**First Licensed: 02/02/2021**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**This complaint was internally generated based on information received from a county clerk alleging potential unlicensed activity and possible deceptive/fraudulent business practices. The clerk provided paperwork for two separate customers that purchased vehicles from a dealer with a similar name to Respondent but the bill of sale shows the dealer is in Dover, Delaware. However, the customers claimed to have purchased the vehicles in Tennessee. An investigation was conducted. The investigator first spoke to the owner of the dealership in Delaware by phone and they state they have nothing to**

do with and are no way related to Respondent dealer in Tennessee. The owner stated he sold and purchased vehicles at an auto auction in Tennessee, and had sold vehicles to customers from Tennessee when they traveled to his dealership in Delaware. The investigator went to Respondent dealership and spoke with the owner who was very cooperative. Respondent also states they have no relation to the Delaware dealership. Respondent had sold a vehicle to a Tennessee auction and the Delaware auction purchased it, then must have resold it to a Tennessee consumer. Respondent provided the investigator with a sworn affidavit and a copy of the check from the auction showing the Delaware dealer bought it. The investigator attempted to communicate with the consumers and was able to speak with one of them. The consumer stated they purchased a vehicle from an individual in a parking lot in Tennessee and had no documents that they could provide regarding the purchase. This consumer had seen the vehicle advertised on Facebook and that led to the purchase from the individual. The investigator concluded there is no relationship between the Delaware dealer and Respondent. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**68.2022000631 (TH)**

**Date Complaint Opened: 01/08/2022**

**First Licensed: 07/16/2018**

**Expiration: 07/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they found a vehicle on Facebook marketplace to purchase. Complainant states they contacted the listed seller and were told the car was for sale for \$4,000. Complainant states they were told to meet the seller at a police department parking lot and to follow them to a service station which was Respondent's dealership. Complainant states once they reached this address, there was a lady there who**

completed the purchase paperwork for them. Complainant states they were told the vehicle did not have any problems and they were being given a 30-day warranty. Complainant states Respondent told them they purchased the vehicle from the auction. Complainant alleges after the purchase they took the vehicle to their mechanic and were told it had a lot of problems and was a bad purchase. Complainant states they tried to reach Respondent by phone several times after this but could not get a hold of them. Complainant states they later spoke with the woman who completed their paperwork, but they would not put him into contact with the person who sold him the vehicle. Complainant states they tried to also call several times in an attempt to get the paperwork needed to get the title and to get the car registered but could not get it from anyone and, as such, have not been able to get the car registered. Complainant states they additionally told the woman they spoke with they were going to sue Respondent to which she responded there was no one to sue.

An investigation was conducted. During the investigation, it was discovered Respondent's license was closed on December 7, 2021. This incident occurred the same week of closure. Counsel requested for the investigator to visit the address of Respondent's former dealership to confirm they were closed and no longer operating. The investigator observed a new dealership at the location. The investigator spoke with the new dealership who stated they have a relationship with the Respondent. The new dealership stated they opened in December 2021 after Respondent closed, and the investigator confirmed the new dealership is properly licensed. As such, counsel recommends closing and flagging this complaint.

**Recommendation: Close and Flag.**

**Commission Decision: Concur.**

**69.2022003631 (TH)**

**Date Complaint Opened: 01/31/2022**

**First Licensed: 11/13/2001**

**Expiration: 02/28/2023**



**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent violates their rights as a consumer. Complainant alleges Respondent violated 15 U.S.C. 1662, which regulates advertising pertaining to down payments and the extension of credit to consumers. However, the Complainant did not provide any specific advertisement violating this statute, nor did they offer any description of a violation they encountered. Rather, the complaint only included the referred to statute copied and pasted in without explanation to a specific advertisement or violation, with a copy of a section of their purchase agreement. The provided section of the purchase agreement did not appear to contain any violations.**

**Respondent answered the complaint. Respondent states they are unaware of what Complainant is referring to as the complaint does not mention any specific advertisement or occasion of violation. Respondent states they are unaware of any advertisement they have that would violate any law or regulation nor do they advertise anything stating a down payment is required. Respondent states due to the lack of information and citing of any violation in the complaint they are unable to provide any more information.**

**The complaint does not assert any specific violation on behalf of Respondent, and there do not appear to be any violations by Respondent. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**70.2022005991 (TH)**

**Date Complaint Opened: 02/16/2022**

**First Licensed: 12/19/2013**

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a used vehicle from Respondent in June 2021. Complainant states in October 2021 they were traveling in the vehicle when they noticed the transmission was starting to have issues. Complainant states, as such, they brought it to a dealership to get it looked at. Complainant states they were informed the vehicle had water in the transmission. Complainant states the service technician informed them the damage could have only come from the vehicle being submerged. Complainant alleges the service manager stated to them the vehicle looked like it had been "driven through the surf." Complainant alleges they believe the damage occurred prior to them purchasing the vehicle and states they have not submerged the vehicle or drove through any large puddles. Complainant states Respondent refused to fix it without cost due to it not being an issue covered by their warranty.**

**Respondent answered the complaint. Respondent states after receiving the complaint, Respondent's General Manager reached out to Complainant and scheduled a meeting to discuss the issues with the vehicle and to review the issues they were having with their insurance carrier. Respondent states, however, Complainant did not show up for the meeting and has not returned Respondent's subsequent calls. Respondent states they purchased the vehicle in question after the original leasee turned the vehicle in at the end of their lease term. Respondent states a lease-end inspection was completed prior to the sale to Complainant. Respondent states they did not find any issues with the vehicle during the inspection. Respondent states at the time of inspection the vehicle had 35,662 miles and no drivability issues. Respondent further alleges Complainant test drove the vehicle prior to purchase and did not detect any issues. Respondent states a recent report they reviewed showed the vehicle has been in a minor-to-moderate damage accident after Complainant's purchase of the vehicle. Respondent states the vehicle then underwent repairs on the front end and side of the vehicle that could have exposed the transmission. Respondent alleges after a thorough review they did not see any indication of water damage to the vehicle prior to the sale to Complainant. Respondent states, nevertheless, they have continued to try and contact Complainant in hopes of resolving the issues but have not been able to get into contact with them or get them to come into the dealership. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**71. 2022003711 (TH)**

**Date Complaint Opened: 01/31/2022**

**First Licensed: 11/26/2001**

**Expiration: 02/29/2024**

**License Type: Motor Vehicle Salesman**

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

**Complainant alleges they purchased a vehicle from Respondent. Complainant states they believe Respondent is an unlicensed salesman. Complainant states their complainant stems from issues with obtaining their title from Respondent's dealership.**

**An investigation was conducted to check on the unlicensed allegations. According to the investigation, the dealership is licensed, and its license will expire in October 2023. The investigation report states the dealership is a sole proprietorship, and Respondent is the owner. Respondent stated to the investigator they operate off of their dealer's license, and they are the only one who sells vehicles at the dealership. The investigator also obtained copies of the deal file for the sale in question. Within the deal, file was the receipt of the title being mailed to the Complainant via certified mail. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**72.2022001731 (TH)**

**Date Complaint Opened: 01/18/2022**

**First Licensed: 05/16/2018**

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

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed and flagged for unlicensed activity.**

**Complainant states in February 2020, they purchased a vehicle from Respondent. Complainant states they had previously made all their payments online during quarantine. Complainant alleges, nevertheless, after quarantine ended, they wanted to go into the Dealership to make the payments in person. Complainant states, however, when they arrived there the dealership was closed down. Complainant alleges they tried to communicate with the owners and with the person who sold them the vehicle, but they were unable to get in contact with them. Complainant states they have not been able to get into contact with Respondent to make any payments or to get the title for the vehicle.**

**Complainant has been given Respondent's surety bond information, and Respondent has not answered the complaint.**

**An investigation was conducted. During the investigation, the investigator attempted to contact Complainant numerous times but was unable to ever make contact. The investigator then attempted to make contact with Respondent. However, upon their arrival at the dealership, they observed the location to be in an abandoned state. They found the display lot empty with no inventory, no signage posted, and all doors were locked. The investigator found no evidence of Respondent being an operating dealership. Based on the investigation, counsel is recommending to close and flag.**

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**73.2022002081 (TH)**

**Date Complaint Opened: 01/20/2022**

**First Licensed: 04/02/2018**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges on August 8, 2020, they purchased a 2015 Chevy Silverado from Respondent. Complainant states the salesman they worked with expressed to them that the title would be mailed to them shortly. Complainant states they, however, never received the title in the mail. Complainant states when they contacted Respondent about this Respondent told to Complainant, they had previously lied about mailing the title and never really mailed but that they would be mailing it soon. Complainant states Respondent continued to lie repeatedly to them and has still not delivered the title at the time of the complaint that was filed seventeen months after purchase. Complainant states they also later learned there was a lien on the vehicle that they were never previously informed of.**

**An investigation was conducted. During the investigation, Respondent informed the investigator their lot was closed and no longer operating. As such, counsel recommends closing and flagging the complaint.**

**Complainant was sent Respondent's surety bond information.**

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**74.2022005051 (TH)**

**Date Complaint Opened: 02/09/2022**

**First Licensed: 02/16/2006**

**Expiration: 01/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 –One complaint closed with letter of warning for misuse of dealer plate.**

**Complainant alleges they were having issues getting their correct title from Respondent. Complainant states they received their title with an incorrect lien on it from Respondent. Respondent states Complainant's title was erroneously filed with a lien on the title. Respondent states the title application had incorrect information, and their title clerk, believing the information on the application to be correct, incorrectly processed the registration with a lien on it. Respondent states they were not aware of this mistake until the complaint, as soon as it was brought to their attention, they contacted the appropriate representative to obtain a new title with a lien release. Respondent states they cannot answer the question as to why their title clerk did not catch this error or why it was not reported as the employee is no longer working with them. Respondent states they took all necessary steps to resolve this issue for Complainant and are apologetic for the mistake. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**75.2022004971 (ES)**

**Date Complaint Opened: 02/08/2022**

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

**Expiration: 04/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a vehicle in August and alleges they have not received their permanent tag. Complainant confirms they did not receive more than two temporary tags. There was a delay because Complainant's original paperwork did not arrive at Respondent's corporate headquarters and had to be resigned and sent in for registration again. Respondent states this issue has been fully resolved and Complainant received their permanent tag. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**76.2022007481 (ES)**

**Date Complaint Opened: 02/24/2022**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for deceptive business practices regarding altering interest rates.**

**Complainant alleges Respondent failed to honor the dealership return policy. Complainant purchased a used vehicle and then decided it needed repairs they could not afford, so they tried to return it. Respondent told them their return policy was five days or less than 250 miles. Complainant alleges Respondent would not take the vehicle back because they said it had been driven around 600 miles. Complainant denies that they drove it that many miles. Respondent states Complainant has buyer's remorse and they cannot take the vehicle back because Complainant drove more than 250 miles. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**77.2022005841 (ES)**

**Date Complaint Opened: 02/15/2022**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for deceptive business practices regarding altering interest rates.**

**Complainant purchased a used vehicle from Respondent and alleges they have not sent them their title as of 47 days after purchase. Respondent confirms Complainant has since received their permanent tag and the title was sent to the lender because the vehicle was not paid for in full. Respondent further states they notified Complainant numerous times the tag was ready to be picked up but they did not pick them up for fifteen days after they left the first message for Complainant that the tag had arrived.**



**Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**78.2022006041 (ES)**

**Date Complaint Opened: 02/16/2022**

**First Licensed: 09/09/2010**

**Expiration: 07/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from another dealership. Respondent originally sold the vehicle at issue to an auction who then sold it to the dealership who sold it to Complainant. Complainant filed this complaint because the mileage is not correct on the vehicle. Respondent states they sold it to the auction with “green light, yellow light” which means “good car but caution.” Respondent noted the condition of “miles exempt” when they sold it to the auction. Complainant alleges the auction did not notice the “miles exempt” note and sold the vehicle to the dealership as having original miles. That dealership then sold the vehicle to Complainant who was never properly informed about the “miles exempt” condition. Counsel recommends closure considering Respondent appeared to have followed the proper procedure when selling it to the auction and did not directly sell this vehicle to Complainant or misrepresent anything to Complainant.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**79.2022003101 (TH)**

**Date Complaint Opened: 01/26/2022**

**First Licensed: 02/16/2016**

**Expiration: 02/28/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with letter of caution for false, fraudulent, or deceptive practices. 2017 – One complaint closed with \$1,000 civil penalty for failure to deliver title. 2018 – One complaint closed with \$500 civil penalty for improper display of vehicles on sidewalk. 2020 – One complaint closed with \$250 civil penalty for improper display of vehicles on public land. 2021 – One complaint closed with \$1,250 civil penalty for improper display of inventory on public land and expired garage liability insurance.**

**On January 25, 2022, an annual inspection was completed at Respondent's establishment. During the inspection, the inspector states they found a sedan with a dealer plate parked and unattended on a city sidewalk. The inspector states they have warned this business several times about this issue and have already previously written them two (2) Notices of Violations on my last two inspections for this issue. The inspector states when they pulled into Respondent's parking lot, they noticed there was no posted customer parking area. Further, the inspector, states they observed their business license expired on May 15, 2021. The inspector states they also discovered through Versa Respondent's Garage Liability had expired on January 4, 2021. The inspector also observed four (4) open titles.**

**As such, the inspector issued a Notice of Violation to Respondent for: Display of Vehicles on Public Land (City Sidewalk) 0960-1-.21, Expired City Business License: 0960-1-.25, County Business License: 0960-1-.25, lack of 3 Customer Parking Spaces: 0960-1-.21, Open Titles (x4) : 55-17-114(b)(1)(M), and expired Garage Liability: 0960-1-.15. On January 26, 2022, a proposed Agreed Citation was sent to Respondent assessing a civil penalty in the amount of Eight thousand Seven hundred and fifty dollars (\$8,750) for the aforementioned violations.**

**On February 25, 2022, Respondent answered the proposed Agreed Citation. Respondent states in response to the violation of Display of Vehicles on Public Land (City Sidewalk) 0960-1-.21, the vehicle pictured in the complaint was not displayed for sale, nor was it left unattended for any length of time. Respondent alleges the vehicle in question had just arrived from transit, and the transport company was still in the process of unloading all arriving vehicles. Respondent states each vehicle was moved inside the boundaries of the lot in a timely and organized manner. Respondent states they understand the previous warnings and have made a concentrated effort to eliminate the instances of this occurring.**

**In response to the violation for expired Garage Liability Insurance, Respondent states on the day of the inspection they had current and up to date Garage Liability Insurance policy. Respondent states their attached policy had a start date of January 4th, 2022 (the day their previous policy expired) and listed the state of TN as a certificate holder.**

**In response to the violation pertaining to having 3 Customer Parking Spaces, Respondent states they take responsibility for not having adequate and marked customer parking and have addressed the issue and corrected it. Respondent attached photographs of three parking spots designated for customers in front of their dealership.**

**In response to the violation regarding their City Business License being expired, Respondent states they had both current City and County licenses at the time of the inspection. Respondent provided copies of up-to-date licenses. Respondent states those have now been displayed properly and attached a copy of the display at their dealership.**

**In response to the violation for having Open Titles, Respondent states they were not aware such mishandling of paperwork took place. Respondent states all issues with those titles have been corrected and noted for future cases. Respondent requests that since this is a first occurrence of this particular issue, and it has since been corrected, that only warning be given regarding the violation.**

**Based on all the information provided and Respondent's detailed explanations of the**

**alleged violations, counsel is recommending a Letter of Warning for failure to have adequate customer parking space, and for vehicles on public land. Counsel recommends only a warning since both issues were fixed promptly, and Respondent provided proof of correcting the problems. Counsel additionally recommends issuing a \$2,000 civil penalty for having four open titles.**

**Recommendation: Letter of Warning for the issues pertaining to adequate customer parking space and displaying vehicles on public land. Counsel also recommends authorizing a \$2,000 civil penalty for the four open titles observed by the inspector.**

**Commission Decision: Concur.**

**80.2022005571 (TH)**

**Date Complaint Opened: 02/11/2022**

**First Licensed: 01/27/2003**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states from Respondent on November 19, 2021. Complainant alleges they learned the vehicle is unsafe to drive after having it inspected. Complainant states the tires had multiple issues and made it dangerous to use on the roads. Complainant also alleges the transmission on the vehicle was also “not up to par.” Complainant states they attempted to contact the owner of the dealership but were having a hard time getting into contact with them. Complainant states they were refused a refund.**

**Respondent states they sold the vehicle to Complainant in good faith. Respondent states Complainant test drove the vehicle prior to purchase and was satisfied with its condition at the time of purchase. Respondent states several weeks later Complainant contacted them about the transmission. Respondent states this purchase was sold as an**

**“As-Is” but, nevertheless, they agreed to pick up the vehicle to look at it in their shop. Respondent states they offered to fix it for Complainant at a reduced rate, but Complainant never responded nor supplied any payment towards the repair. Respondent states Complainant never made any further payments on the vehicle and never picked the vehicle up from Respondent. Respondent provided copies of all required “As-Is” paperwork signed by Complainant. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**81.2022004161 (TH)**

**Date Complaint Opened: 02/03/2022**

**First Licensed: 10/13/2015**

**Expiration: 09/30/2021 (Expired)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with payment plan for \$2,750 civil penalty setup for issuing a temporary tag to a salvaged vehicle and failure to post business hours.**

**On February 1, 2022, an inspection was completed at Respondent's establishment. During the inspection, Respondent was found to be open according to their posted days and hours. The inspector states when they arrived the front door was open, so they went into a meeting with the Owner who was speaking to another unidentified individual. The inspector states the owner immediately stated they were not open for business due to their license being expired. Respondent expressed to the inspector they were in the process of becoming an LLC and were waiting for their CPA. The inspector states they then asked Respondent to see the titles for the lot and located an open title. The inspector states they also discovered through Versa Respondent’s Garage Liability (expired September 2020) and Surety Bond(expired September 2021) are both expired.**

As such, the inspector issued a Notice of Violation for the Motor Vehicle Dealer Licensing Laws found in T.C.A. § 55-17-114(b)(1)(M), T.C.A. § 55-17-109, Tenn. Comp. R. & Regs. 0960-01-.12, and Tenn. Comp. R. & Regs. 0960-1-.15. The issued Notice of Violation included photocopies of the violations in question. A proposed Agreed Citation was sent to Respondent on February 3, 2022, for a total of \$1,750.00 in civil penalties. The penalty was based on the following: Unlicensed Activity- 55-17-109 Expired License (first offense, \$500), Open Title- 55-17-114(b)(1)(M) - (1 title) (first offense, \$500.00), Expired Surety Bond- 0960-1-.22 (first offense \$500) and Expired Garage Liability- 0960-1-.15 (first offense \$250.00).

On February 28, 2022, Respondent answered the proposed Agreed Citation. While Respondent did sign the agreed citation, they included a request for a payment plan. Respondent states they are willing to pay the penalty but need more time to acquire the funds and will need a payment plan set up.

**Recommendation:** Authorize a \$1, 750 civil penalty (Unlicensed Activity- 55-17-109 Expired License (first offense, \$500), Open Title- 55-17-114(b)(1)(M) - (1 title) (first offense, \$500.00), Expired Surety Bond- 0960-1-.22 (first offense \$500) and Expired Garage Liability- 0960-1-.15 (first offense \$250.00)).

**Commission Decision:** Concur.

82.2022006831 (TH)

Date Complaint Opened: 02/21/2022

First Licensed: 05/14/2014

Expiration: 04/30/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.

**Complainant states on January 21, 2022, they purchased a vehicle from Respondent. Complainant states on February 18, 2022, they called Respondent for an update on their title so they could register their vehicle. Complainant states they were then informed Respondent was having difficulties obtaining the title. Complainant states they filed this complaint because they were unaware of when their title would be sent to them.**

**Respondent answered the complaint. Respondent states Complainant purchased a vehicle from them which was purchased from an Auction. Respondent states their title department had several issues in obtaining the title for the vehicle in question. Respondent states they informed Complainant about the title hold-up. Respondent states at this time Complainant became upset. Respondent states they issued Complainant a second temporary tag to Complainant during the extra time it took to get the title. Respondent states they have since obtained the title and sent all required paperwork to Complainant. Respondent states this matter has been resolved and they apologize for any inconvenience this situation may have caused. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**83.2022007061 (ES)**

**Date Complaint Opened: 02/22/2022**

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

**Expiration: 12/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 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 alleges Respondent has failed to provide title and registration for vehicle purchased on 10/5/21 as of February 2022. Respondent provided a detailed response to explain the delay. Respondent purchased the vehicle at issue from someone who had received title through an estate. When Respondent sent the paperwork to transfer title to Complainant to the clerk's office, Respondent was notified it needed a copy of the executor paperwork to process the title change. It took additional time for Respondent to track down this documentation. Respondent offered to reimburse Complainant for the payments they had been making on the vehicle in the meantime and offered to put them in a rental vehicle. Complainant rejected these offers multiple times. Respondent was able to provide satisfactory documentation to the clerk and the title transfer was complete on or around 2/28/22. Respondent hand delivered the permanent tag and registration to Complainant at their home and again has offered to reimburse Complainant almost \$2,500 to compensate them for payments made during the delay. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**84.2022007161 (ES)**

**Date Complaint Opened: 02/23/2022**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**Complainant is alleging potential unlicensed activity from the Respondent. An investigation was conducted. The investigator went to the address provided by**



**Complainant which turned out to be a duplex home in a residential neighborhood. There were 8 vehicles on the lot next to the residence but there were no prices or for sale signs in any of the vehicles. There was no signage or any kind of advertising the location as a motor vehicle dealer and no activity of any kind at the location. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**85.2022008181 (ES)**

**Date Complaint Opened: 02/28/2022**

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

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for failure to deliver title.**

**Complainant is alleging unethical conduct from the Respondent and is requesting a refund of their deposit. Complainant paid \$800 as a down payment on a used vehicle but never signed the contract after there was a discrepancy with their social security number on the initial paperwork. Respondent states they did retain the deposit because Complainant drove the vehicle for six months and refused to resign the contract once the loan was approved. Complainant was supposed to be making payments during this time as well but never did. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**86. 2022002791 (ES)**

**Date Complaint Opened: 01/25/2022**

**First Licensed: 09/03/2021**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): One complaint closed with \$2,000 civil penalty for possession of open titles.**

**A Notice of Violation was issued to Respondent during an inspection on 1/24/22 for expired city and county business licenses, as well as failure to disclose a vehicle's salvage history. During an audit of files, the inspector found that Respondent sold a rebuilt vehicle and did not use the proper disclosure form, claiming they only verbally notify customers of salvage history when selling rebuilt vehicles. Counsel recommends issuing a \$250 civil penalty for the expired county business license, a \$250 civil penalty for expired city business license and a \$500 civil penalty for failing to use a Disclosure of Rebuilt or Salvage Motor Vehicle form, for a total \$1,000 civil penalty.**

**Recommendation: Authorize a \$1,000 civil penalty for expired county and city business licenses and failure to use proper disclosure form when selling rebuilt vehicle**

**Commission Decision: Concur.**

**87. 2022003201 (ES)**

**Date Complaint Opened: 01/27/2022**

**First Licensed: 04/12/2004**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

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

**A Notice of Violation was issued to Respondent during an inspection on 1/26/22 for employing a salesperson with an expired license. Counsel recommends issuing a \$500 civil penalty for an expired salesperson's license.**

**Recommendation: Authorize a \$500 civil penalty for expired salesperson's license**

**Commission Decision: Concur.**

**88.2022004411 (ES)**

**Date Complaint Opened: 02/04/2022**

**First Licensed: 01/31/2006**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent but later found out it had been altered and therefore would be denied any future warranty work that may need to be done. Complainant wants to return the vehicle to Respondent and is having issues with that because they live in Florida. Complainant then notified Counsel that this matter has been resolved to their satisfaction and the vehicle was returned. Complainant accepted a \$750 payment from Respondent to put towards the out-of-pocket expenses to return the vehicle. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**89.2022004661 (ES)**

**Date Complaint Opened: 02/04/2022**

**First Licensed: 02/25/2019**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant is a resident of Georgia who purchased a vehicle after seeing it through a Facetime call from Respondent. Complainant was unhappy with the vehicle once it arrived after seeing a lot of rust and corrosion under it. Complainant then notified Counsel this matter has been resolved; Respondent took the vehicle back and refunded Complainant in full. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**90.2022010211 (ES)**

**Date Complaint Opened: 03/15/2022**

**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 on 12/26/21 and states they have received two temporary tags. Complainant alleges they have not received their permanent tag and title as of 3/15/22. Respondent states and Complainant confirms they have been in touch about this issue. Respondent states the title had a correction on it that needed to be addressed by the previous owner of the vehicle and it took quite some time to get in touch with them. Respondent received the affidavit of correction filled out and took it to the clerk's office on 3/18/22, which is the third time they have tried to register the vehicle with the clerk. Respondent further acknowledges they cannot give Complainant any more temporary tags and will make sure this matter is not dragged out any further. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**91.2022008171 (ES)**

**Date Complaint Opened: 02/28/2022**

**First Licensed: 11/23/2016**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent on 10/14/21 and alleges they have only received temporary tags because of a title issue. Complainant states Respondent told them they found out there was a newer version of the title when Respondent tried to register the vehicle with the clerk. Complainant further states Respondent told them they could not provide any more temporary tags and suggested**

putting them in another vehicle until the issue was resolved. Respondent then confirmed the issue has been resolved and Complainant received their permanent tag and registration. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**92.2022003891 (TH)**

**Date Complaint Opened:** 02/02/2022

**First Licensed:** 12/16/2003

**Expiration:** 05/31/2023

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2018 – One complaint closed with letter of warning for failure to deliver title in a timely manner. One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed. 2019 – One complaint closed with \$3,000 civil penalty for issuing more temporary tags than allowed. 2021 – One complaint closed with \$500 civil penalty for expired city/county business license(s).

**On January 31, 2022, an annual inspection was completed at Respondent's establishment. During the inspection, the inspector observed Respondent's posted City Business Tax license expired on May 15, 2021. As such, the inspector issued a Notice of Violation for the Motor Vehicle Dealer Licensing Laws found in Tenn. Comp. R. & Regs. 0960-01-.25. On February 2, 2022, it was attempted to send to Respondent a proposed Agreed Citation, assessing a \$500 civil penalty for the violation, however, it was sent back as undeliverable.**

**Counsel reached out to Respondent about the complaint. Respondent provided documentation of their non-expired City Business Tax license. Respondent provided counsel with a copy of their City Business Tax license which shows an expiration date**

**in May 2022. The representative for Respondent who counsel spoke with, explained they were not at the dealership when the inspector came so they are not sure why they were not shown the copies of the updated license. Respondent expressed to counsel they ensured all up-to-date licenses are displayed at their dealership. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**93.2022006731 (TH)**

**Date Complaint Opened: 02/20/2022**

**First Licensed: 08/19/2019**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent. Complainant alleges after purchasing the vehicle from Respondent the vehicle began to have issues with the transmission. Complainant states after learning of these issues they went back to Respondent and asked for a refund and to have the deal undone. Respondent issued a refund to Complainant and relieved them from their contract.**

**Around a month and half later, Complainant went back to Respondent's dealership to repurchase the same vehicle. Respondent states Complainant inquired about the repairs made to the transmission, and then requested to repurchase the vehicle. Respondent states at that time Complainant asked to put down \$2,000 of the \$3,000 that day and then pay the other \$1,000 in two payments the next month. Respondent states they agreed to this and allowed Complainant to take the vehicle. Respondent states, however, Complainant only made one of the required down payment payments,**

and then default on their monthly payments for the vehicle. Respondent states, as such, they then had the vehicle repossessed from Complainant. Respondent states at that time they learned Complainant had not given them their correct address on their application. Complainant states they accidentally included their old address on the application. Respondent states Complainant inquired about getting the vehicle back. Respondent states they informed Complainant if they were able to get outside financing to purchase the vehicle, then they could move forward. Respondent states Complainant expressed they did not believe that would not be possible for them. Respondent states as such, due to the previous interactions, they did not feel it would be in their best interest to do anymore business with Complainant or to offer them any more credit. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**94.2022007181 (TH)**

**Date Complaint Opened: 02/23/2022**

**First Licensed: 06/09/2010**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent. Complainant states they filed their complaint due to having issues obtaining the title from Respondent. Respondent states they were informed by the lien holder they were sent the title in the mail after Complainant's purchase. Respondent states they never received the title, so they filed for a replacement title in Pennsylvania. Respondent says there was a delay in receiving the paperwork from Pennsylvania and that was causing their delay with Complainant. Complainant states they were issued three temporary tags from Respondent. Respondent informed counsel they received the registration paperwork from the Pennsylvania Department of Transportation on March 22, 2022, and then



handled the paperwork as a "walk through" with the County clerk's office on the same day. Respondent overnighted Complainant's registration and permanent tag on March 22, 2022, as well. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**95.2022007231 (TH)**

**Date Complaint Opened: 02/23/2022**

**First Licensed: 06/12/2018**

**Expiration: 04/30/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they filed this Complainant after the vehicle they purchased from Respondent started to have issues. Complainant, however, provided an update that all issues were taken care of by Respondent. Complainant states they came to a mutual agreement with Respondent and are satisfied with the outcome. As such, counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**96.2022007331 (TH)**

**Date Complaint Opened: 02/24/2022**

**First Licensed: 10/09/2003**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent on May 28, 2021. Complainant states additionally on May 28, 2021, paid the down payment and gave Respondent their financial information. Complainant alleges there were later issues pertaining to the financing. Complainant states they were informed by their finance company that Respondent had yet to withdraw the money for the vehicle. Complainant states Respondent informed them they would handle the issue. Complainant states they then received a repossession notice that demanded payment within one business date or to return the vehicle. Complainant states they then USPS overnighted priority the payment. Respondent then requested another payment from Complainant. Complainant states they contacted their financing company and were informed Respondent informed them they had a delinquent account.**

**Respondent states Complainant provided a personal check in the amount of \$2,800.00 for the down payment. Respondent states, however, the check bounced on June 9, 2021. Respondent states Complainant did make a partial payment on December 9, 2021, of \$900.00. Respondent states Complainant did not pay the additional amounts owed towards the bounced down payment. Respondent states on February 8, 2022, they were forced to buy the contract back from the Lienholder due to the insufficient down payment. Respondent states Complainant can avoid repossession, by paying Respondent for the vehicle.**

**Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**97.2022008851 (TH)**

**Date Complaint Opened: 03/03/2022**

**First Licensed: 01/31/2005**

**Expiration: 01/31/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a 1956 classic vehicle from Respondent in 2009. Complainant alleges they were not given a title for the vehicle and were told by Respondent they did not need one as this was a classic vehicle from Alabama. Complainant states they were only given the bill of sale and Complainant states they now want to sell the car but cannot do so without title. Complainant informed counsel they were previously given Respondent's surety bond information and also were sent a letter by the DMV instructing them how to get their title around the time of purchase but never followed through with it at that time. Complainant states they are not sure if their car was ever registered, and only thought about it now as they want to sell it.**

**Respondent states they provided Complainant the "Tag Receipt" from Alabama where the vehicle was purchased by them. Respondent explained for classic cars in Alabama they provide purchasers with "Tag Receipts," with title numbers on it rather than the typical title form. Respondent states they gave Complainant the "Tag Receipt" at the time of purchase, the bill of sale, and completed a Tennessee Reassignment so Complainant could get the vehicle registered. Respondent states, at the time of purchase Complainant had requested a blank bill of sale from them so they could avoid paying taxes. Respondent states they believe based on their conversation with Complainant during the purchase they believe Complainant had avoided registering and titling the vehicle over the years.**

**Counsel also provided Complainant with another copy of Respondent's surety information and a form for them to apply for title from the Department of Revenue.**

**Respondent provided counsel with enough information to demonstrate they provided Complainant with all required documentation to get their classic vehicle titled at the time of purchaser. As such, counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**98.2022006371 (ES)**

**Date Complaint Opened: 02/17/2022**

**First Licensed: 09/23/2020**

**Expiration: 09/30/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges deceptive and unfair business practices. Specifically, Complainant feels Respondent is overcharging for repairs that need to be done to their vehicle. Complainant then notified Counsel they wanted to withdraw their complaint because the issue has been resolved. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**99.2022006641 (ES)**

**Date Complaint Opened: 02/18/2022**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent and alleges the vehicle has many mechanical issues. Respondent sold the vehicle as-is but did tell Complainant they would warranty it for 30 days from purchase. Respondent states they have already repaired the brakes and then Complainant wants to return the vehicle and get a refund. Complainant is now behind on payments and claims they don't know where the vehicle is. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**100. 2022006741 (ES)**

**Date Complaint Opened: 02/20/2022**

**First Licensed: 01/10/2022**

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent and alleges they use deceptive practices to sell unsafe cars. Complainant alleges the vehicle has extensive**

frame damage from rust and claims it has been painted over to cover it up. Complainant and Respondent resolved this issue to Complainant's satisfaction after this complaint was filed. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**101. 2022010131 (ES)**

**Date Complaint Opened: 03/14/2022**

**First Licensed: 02/06/2007**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges the engine and transmission need repair. Complainant states Respondent won't provide them with another vehicle while it is being repaired. Respondent sold the vehicle as is but agreed to make repairs. Complainant has stopped making payments and the repossession process will begin soon. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**102. 2022010471 (ES)**

**Date Complaint Opened: 03/16/2022**

**First Licensed: 07/12/2018**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent sold them a vehicle at a different price than agreed upon. Complainant was in an accident and totaled the vehicle at issue, and is now upset that the payout price is much more than the purchase price of the vehicle. Respondent was in communication with Complainant and their insurance company and this issue has since been resolved. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**103. 2022013001 (ES)**

**Date Complaint Opened: 03/31/2022**

**First Licensed: 08/30/2021**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$500 civil penalty for unlicensed activity.**

**Complainant purchased a used vehicle from Respondent and alleges they failed to disclose the vehicle was a total loss because of flood damage. Complainant states the vehicle immediately began having issues after purchase and it is at Respondent's repair facility. Respondent denies the allegations and provides the signed Disclosure of**

**Salvage/Rebuilt history form. Respondent further states the vehicle was valued at \$21,435 but listed at a price of \$11,900 at their lot. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**104. 2022007701 (TH)**

**Date Complaint Opened: 02/24/2022**

**First Licensed: 11/02/2011**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$500 agreed citation for failure to obtain a license for each lot.**

**Complainant alleges Respondent was acting fraudulently while repairing their vehicle. Respondent states Complainant picked up their vehicle from them a long time ago and had no issues with their vehicle at the time. Respondent states Complainant was alleging to them the vehicle was in a buyback status, but they had no information of that. Respondent states as such they closed out the repair order they had on the vehicle in question and continued to wait on a part to arrive. Respondent states once the part arrived, they created a new repair order, installed the part, and released the vehicle to Complainant. Respondent states they did the repair for free due to the delay in the part arriving at the dealership and heard no further complaints from Complainant after repair.**

**The complaint did not assert any direct violations or provide any information describing a specific violation by Respondent. The complaint did not provide any details or information pertaining to their interactions with Respondent. Respondent provided a detailed response and timeline of their situation with Complainant. Respondent explained how they handled any issues with Complainant and provided the reached resolution. There do not appear to be any violations on Respondent's**



behalf. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**105.        2022012901 (TH)**

**Date Complaint Opened: 03/30/2022**

**First Licensed: 02/02/2021**

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent. Complainant alleges the vehicle began to have issues after purchase, and the check-engine lights came. Complainant states, as such, they attempted to return the vehicle to Respondent and get a refund. Complainant states, however, Respondent denied them a refund.**

**Respondent states Complainant purchased the vehicle “as-is.” Respondent provided documentation of Complainant signing all “as-is” notice required paperwork. Respondent states they informed Complainant prior to purchase of their no refund policy. Respondent states Complainant expressed to them they wanted to return the vehicle due to the high monthly payments and cost of gas. Respondent states the vehicle had been inspected prior to being listed for sale, and there were no detected issues.**

**Based on Respondent’s answer, and provided documentation, counsel is recommending closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**RE-PRESENTATIONS**

**106. 2020089661 (TH)**

**Date Complaint Opened: 11/16/2020**

**First Licensed: 08/15/2018**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for false or misleading practices.**

**Complainant purchased a travel trailer/camper from Respondent on 5/26/2020 and never received the title after paying in full. The Respondent only provided a Bill of Sale and told Complainant the travel trailer is not required to have a title. The local County clerk's office informed Complainant they needed to pay taxes and register the vehicle but the only way to do it is with the original title. Complainant was unsuccessful in obtaining the title from Respondent. After researching the VIN, Complainant learned the trailer was sold at auction with a non-repairable title which they had no knowledge of and did not sign any papers stating the same.**

**Respondent sold the trailer from a Tennessee lot however listed an Alabama**

**dealership name as the seller. Respondent has been uncooperative in this matter.**

**Recommendation: Authorize a civil penalty of \$2,000 for deceptive business practices and selling a non-repairable/salvage vehicle.**

**Commission Decision: CONCUR.**

**New Information: Counsel spoke with Respondent. Respondent explained they originally did not have the title in hand for the travel trailer at the time of sale and explained to Complainant it was not street usable because of this. Respondent states Complainant had told them they were not planning on using the trailer on the street but, rather, just wanted to keep it on their property while they were renovating and never planned to register it. Respondent states they were later contacted by Complainant who expressed they were unable to get the travel trailer insured due to discovered water damage. Respondent states there was no visible damage to the trailer at the time of sale and was unaware of the water damage. Respondent states this was the first time they sold a travel trailer, and it is not a normal part of their business. Respondent has since refunded Complainant. Complainant alleges, they were under the belief the issued refund meant the Complainant was closed based on a conversation with prior counsel. Respondent was responsive and cooperative with counsel.**

**Counsel also spoke with Complainant. Complainant explained they only filed the complaint to get a refund. Complainant confirmed they received a refund. Additionally, Complainant informed counsel they have since moved out of the state and are no longer interested to be involved in the complaint.**

**Based on the new information, counsel recommends closure.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**107. 2021073101 (TH)**

**Date Complaint Opened: 12/09/2020**

**First Licensed: 10/09/2019**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint recommended for \$500 civil penalty for expired county/city business license.**

**On November 11, 2021, an inspection was completed on Respondent's establishment. During the inspection, Respondent was found to have two (2) vehicles displayed “For Sale” without “Buyer’s Guides” displayed inside their vehicles. As such, the inspector issued a Notice of Violation of Tenn. Comp. Rules and Regs. 0960-1-.19. The Notice of Violation included photo proof of the violations. A proposed Agreed Citation was sent to Respondent on November 4, 2021, for a civil penalty of \$500.**

**On November 12, 2021, Respondent replied to the proposed Agreed Citation stating the issue was currently being taken care of. Respondent alleges one of the cars in question was an employee’s car which just came in for the auction and they did not have any cars for sale when the inspector was there.**

**Recommendation: Authorize a \$500 civil penalty for having vehicles for sale without Buyers’ Guides displayed inside the vehicles.**

**Commission Decision: Concur.**

**New Information:** Respondent provided counsel of proof that neither vehicle observed during the inspection were for sale. Respondent provided documentation of one vehicle being an employee's car, and the other one being a vehicle which was dropped off by another dealership for possible purchase by Respondent. However, Respondent never purchased the vehicle, and it was picked back up by the other dealership. As such, counsel is recommending closure.

**New Recommendation:** Close.

**New Commission Decision:** Concur.

**108. 2021006481 (TH)**

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

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

**Expiration: 04/30/2023**

**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 alter 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.**

**New Information: Respondent provided counsel evidence of the vehicles on their second lot not being listed for sale. Respondent sent counsel photos of the vehicles being stored on the second lot with signs noting they were not for sale. As such, counsel recommends closure.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**109. 2021051331 (ES)**

**Date Complaint Opened: 06/23/2021**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent is engaging in illegal activity and employing unlicensed sales people. Complainant used to be a salesperson for Respondent and claims they witnessed the alleged activity before terminating their employment at the dealership. An investigation was conducted. Complainant was hired in March 2021 to act as Respondent's General Manager and things were going well until they failed to pay Complainant's commission owed in April. Complainant states they began noticing questionable business practices and witnessed Respondent's owner become aggressive towards a customer during a dispute, alleging they used a racial slur but this could not be substantiated during investigation. Complainant's wife was then hired to act as Respondent's title clerk and to help process all the paperwork for the dealership. Complainant alleges Respondent asked his wife to take two vehicle registration applications into another county because the vehicles would not pass emissions, which is required in the county where Respondent is located and where the vehicles were actually sold. Complainant alleges Respondent made a second bill of sale for the vehicles using another dealership that Respondent's owner has part ownership so it could be registered in the county without emissions testing. That dealership denies having any knowledge of the alleged second bills of sale and the vehicles at issue were never part of their inventory. That dealership also cut ties with Respondent's owner within two months but they did confirm Respondent had access to their software for a short time, and therefore must have created those bills of sale. Complainant and his wife quit working for Respondent in late May. The investigation also revealed Respondent issued five temporary tags to one of the vehicles at issue between December 2020 and April 2021 (three temporary tags were allowed by the DOR at this time). Respondent denied the allegations about being aggressive with a customer and they feel this complaint was filed in retaliation because Complainant feels they are owed still owed commission payments disputed by Respondent. Respondent admitted to registering the two vehicles at issue in another county because they would not pass emissions, and to creating the bills of sale with the other dealership's software. Counsel recommends issuing a \$1,000 civil penalty for issuing two more temporary tags than allowed by law and a \$4,000 civil penalty for the false, fraudulent and deceptive acts related to creating two fake bills of sale, for a total \$5,000 civil penalty.**

**Recommendation: Authorize a \$5,000 civil penalty for issuing more temporary tags than allowed and false, fraudulent and deceptive acts**

**Commission Decision: Concur.**

**New Information:** Counsel has been unable to serve Respondent with the proposed Consent Order because the dealership closed. Their license was cancelled on 2/1/22. Counsel recommends closing and flagging this complaint.

**New Recommendation:** Close and flag.

**New Commission Decision:** Concur.

**110. 2021052821 (ES)**

**Date Complaint Opened: 06/30/2021**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**This is an administrative complaint opened after receiving information from a county clerk's office alleging possible unlicensed activity by two individuals as summarized in the complaint above. An investigation was conducted. Respondent told the investigator that they only sold one vehicle this year and currently has one vehicle registered to him. Further investigation revealed that Respondent sold eight vehicles in 2020. Respondent ceased correspondence with the investigator and did not provide a sworn statement. Counsel recommends issuing a \$500 civil penalty for unlicensed activity with a cease and desist letter instructing Respondent that a dealer license is required to sell more than five vehicles in a calendar year.**

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

**Commission Decision:** Concur.



**New Information:** Counsel has been unable to serve the Consent Order on Respondent despite an investigator's efforts. Counsel recommends closing and flagging this complaint.

**New Recommendation:** Close and flag.

**New Commission Decision:** Concur.

**111. 2021039871 (TH)**

**Date Complaint Opened: 05/13/2021**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint opened for unlicensed activity.**

**Complainant purchased two vehicles from Respondent on 7/24/2020 and paid in full. Respondent provided title to only one vehicle but Complainant has been unable to obtain title to the other as of 5/13/2021. Complainant has since cancelled the check. Respondent is not licensed and has numerous pending complaints.**

**Recommendation:** Authorize a formal hearing and combine all complaints against Respondent in the charges.

**Commission Decision:** Concur.

**New Information:** Respondent has since signed the consent orders for all other

previously pending complaints. Respondent expressed to counsel they were in the process of getting their licensing in order and would not sell any more vehicles until they were in full compliance. Respondent has not had any further complaints or allegations since this one was opened.

Counsel also spoke with Complainant, and they stated they are in the process of obtaining the title to the second vehicle.

Based on the aforementioned information, counsel is recommending closing and flagging this complaint.

**New Recommendation: Close and flag.**

**New Commission Decision: Concur.**

**112. 2021061391, 2021072351, 2021076341 (TH)**

**Date Complaint Opened: 08/26/2021, 10/30/2021, 11/23/2021**

**First Licensed: 12/21/2020**

**Expiration: 10/31/2022 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$500 civil penalty for unlicensed activity. 2021 – One complaint closed letter of warning for failure to timely deliver title and misleading advertisement, and one closed with \$3,000 civil penalty for unlicensed activity, failure to supervise employees/agents, failure to use salvage disclosure form, failure to close out title when selling a vehicle, and failure to produce business records.**

**2021061391**

**Complainant alleges that Respondent advertised a vehicle for sale on Facebook Marketplace. Complainant states it was advised to them the vehicle was available before they went to the dealership. Likewise, Complainant states they even called Respondent before leaving their house to go there to ensure the car was still available, and Respondent verified the car was still there and available. However, Complainant states when they arrived at the dealership, they learned the vehicle was not there or available for sale. Complainant advised an employee there made them a “great deal” on another vehicle that they purchased in cash that day on January 23, 2021. Based on the situation Complainant alleges they believe Respondent is using bait and switch tactics with customers. Complainant states the car they had originally been interested in was still being marketed to other customers online despite them being told it was sold. Complainant also alleges as of July 2021, when they filed their complaint, they had not yet received the title for the purchased vehicle. Complainant states Respondent was refusing to give them the title to the car and started to ignore their calls and messages. Complainant states they only ever received the title in September 2021 after filing their complaint.**

**An investigation was conducted. During the investigation, it was discovered that while Respondent does have an active dealer license, they do not have any actively licensed salesmen associated with them. Respondent’s owner started an application for a salesman license, but the application expired. The Investigator requested from Respondent an affidavit statement to address the complaint, including a list of any salesmen that are associated with them with their license numbers, and for them to also identify the salesman who sold the vehicle to Complainant. It was also requested for Respondent to provide a copy of the deal file and a copy of the advertisement for the vehicle. However, all that was received from Respondent was an affidavit statement from the owner, an “Affidavit Correction,” a copy of the complaint, and a tracking number. However, the investigator did not receive a copy of the deal file nor of the requested advertisement. Additionally, a list identifying all sales personnel with Respondent was not included in the affidavit response provided. Respondent stated in their affidavit that Complainant was given a warranty on their transmission and motor. However, Respondent also followed up with the statement that Complainant was also given an “as is” warranty to sign. Respondent alleges that this means Complainant agreed to buy the vehicle as is and accepting of its problems despite the given warranty on transmission and motor.**

**In a telephone call with Respondent, it was identified who the person was that sold the**

vehicle in question. Respondent stated the person who sold it was a mechanic and that they were not supposed to sell the vehicle. The investigator asked Respondent if this was the same person who sold a vehicle in the last investigation, they completed for a previous complaint filed against Respondent, to which the Respondent stated that it was the same unlicensed employee again who sold the car in question in this complaint. Also, on the phone call, the investigator asked Respondent how many salespersons they had working there to which they responded that it was only the owner. As such, the investigator asked what their salesman license number was, and Respondent provided a number they “believed it to be.” However, as noted above, the salesman application for Respondent’s owner expired before completion. Additionally, per CORE there are no salesmen affiliated with Respondent and they did not provide the requested list of affiliated salesmen with their license number.

Counsel recommends revocation of Respondent’s license. This is based on the multiple violations committed by Respondent, as well as the number of complaints filed against them. Additionally, Respondent has committed these violations or similar violations in the past and has been disciplined for them. In this complaint, this is their second offense of unlicensed activity from an unlicensed salesperson, their second offense of failure to supervise employees, their second offense of failure to produce requested business records, their second offense of deceptive and fraudulent activity for failure to respond about the status of the title of vehicles sold. Respondent’s own affidavit admits they gave a warranty for the vehicle's transmission and motor while simultaneously stating that the vehicle was being purchased as is, which is fraudulent and deceptive to the consumer. This is also their second offense of deceptive advertisement (using bait and switch tactics).

**Recommendation: Authorize Voluntary Surrender of license and if Respondent does not surrender license, formal hearing for Revocation**

**Commission Decision: Concur.**

2021072351

Complainant states that on March 27, 2021, they purchased a vehicle from Respondent. Complainant alleges were told the vehicle would be delivered that

following Tuesday but did it did not arrive until June. Complainant states the purchased vehicle ending up breaking down and not turning on within 40 hours of receiving it. Complainant states that they had to have the car towed and alleges that Respondent promised to pay for it and repair the car within a week. However, Complainant states Respondent did not pay for the towing nor did they fix the car. Rather, Complainant alleges that the car is actually in worst condition now than before due to Respondent leaving the windows open while it was parked in their lot and causing damage to the interior. Complainant states they have attempted to contact Respondent and was told they would either receive a refund or a new vehicle at some point but never did and are now no longer able to get in contact with them. Complainant states they had also previously brought in another vehicle that they owned to be serviced by Respondent but that the work was never performed. Complainant also alleges that despite not completing the work Respondent would not refund their down payment, and they would not provide any proof of parts purchased with the down payment when requested or the parts themselves.

Respondent alleges that they fixed a lot of “things” on Complainant’s purchased vehicle. Respondent states that they agreed to give Complainant the car but they refused to pick it up. Respondent also states they offered to give Respondent another vehicle in exchange for the one they purchased but they never came to get it. Respondent alleges that Respondent’s body work on their other vehicle wasn’t finished because they never brought the car to get the remaining services. Respondent also alleges that Complainant is confused in thinking that their car is sitting out in the lot with the windows down getting interior damage. Respondent states that, rather, they have two of the same vehicles on their lot and it is the other one not Complainant’s car that is out there.

An investigation was conducted. During the investigation the investigator was only able to speak with Respondent one time, via a telephone call, and they had asked that the Investigator called them back. However, the Investigator was never able to get back into contact with them. The Investigator contacted them numerous times via calls, texts, and emails seeking the deal file and other pertinent documents but never got a response. The Investigator even went to Respondent’s place of business but was turned away. During the investigation it was discovered that Respondent has no registered salespersons associated with their dealership. The Investigator also requested from Complainant a sworn statement for their interactions with Respondent, but they did not provide this.

**Counsel recommends authorizing revocation of Respondent’s license. There is another offense of unlicensed activity from an unlicensed salesperson in this complaint, as well as another offense of failure to produce requested business records. Respondent seems to have stopped allowing the investigator to come into the dealership.**

**Recommendation: Authorize Voluntary Surrender of license and if Respondent does not surrender license, formal hearing for Revocation**

**Commission Decision: Concur.**

**2021076341**

**Complainant alleges Respondent sold them a rebuilt/wrecked vehicle without informing them. Complainant states Respondent was supposed to fix some “minor” car issues for them after purchase and then return the car to them. Complainant states, however, Respondent kept the car for an extra two months. Complainant states Respondent was also not responsive to their requests during that time. Complainant alleges they had to consistently bring the car in for major repairs after purchasing it from Respondent. Complainant alleges Respondent acted unprofessional with them. Respondent did not respond to the complaint and an investigation is currently being conducted. Based on the lack of cooperation by Respondent in the previous investigation and the other outstanding violations, Counsel recommends voluntary revocation.**

**Recommendation: Authorize Voluntary Surrender of license and if Respondent does not surrender license, formal hearing for Revocation**

**Commission Decision: Concur.**

**New Information:**

**An investigation was conducted, and it revealed Respondent is closed and has since moved to Arkansas. Likewise, the investigation discovered someone else is now renting the property Respondent used to be located on and will be operating an auto repair shop. The new owners stated to the investigator they have nothing to do with Respondent. As such, counsel recommends closing and flagging the complaint. Based on their possible opening of an Arkansas location, counsel recommends referring this to the Arkansas Motor Vehicle Commission as well.**

**New Recommendation: Close and Flag. Refer to Arkansas Motor Vehicle Commission.**

**New Commission Decision: Concur.**

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

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

**MOTION CARRIED**

**LEGISLATIVE UPDATE – General Counsel, Erica Smith**

Chairman Roberts called on General Counsel, Erica Smith, to update the Commission on current legislation that would impact the Commission. Ms. Smith indicated that there was a new legislative proposal regarding the car festival to be held in Chattanooga, TN. The Commission requested Robert Weaver speak regarding the special event where the proceeds go to the neurological institute in Chattanooga, and is by design, it opens up a window for sales of classic and unique automobiles during the festival, and then closes. Sales Tax is collected at the festival by all sellers.

Ms. Smith indicated effective July 1, the Department of Revenue statute is changing to allow dealers to issue temporary tags for motor vehicles for 60 days, instead of two, thirty-day tags. Any subsequent temporary tags must be approved by the Commissioner of the Department of Revenue.

Ms. Smith conveyed to the dealer that several rules were active, including the Commission's ability to charge a re-inspection fee.

Chairman Roberts called for a voice vote to adopt the legislative update. Commissioner Barker made a motion to accept the legislative update, seconded by Commissioner Galvin.

#### **ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

#### **MOTION CARRIED**

#### **RULES COMMITTEE**

Nothing to Report

#### **AUDIT COMMITTEE**

Nothing to Report



**NEW BUSINESS**

Chairman Roberts called for a motion to approve the next 3 years' meeting dates. Commissioner Vaugan made a motion to approve the meeting dates, seconded by Commission Jackson.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</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>Nate Jackson</b>	<b>YES</b>
<b>Karl Klamer</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

**MOTION CARRIED**

**OLD BUSINESS**

Commissioner Norton mentioned the E-titling, and indicated he was very encouraged by meetings with the Department of Revenue, which he indicates will benefit the dealers, consumers, lenders, etc.

**ADJOURN**

Chairman Roberts called for a motion to adjourn.

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

**VOICE VOTE - UNANIMOUS**

**MEETING ADJOURNED**

**John Roberts, Chairman**\_\_\_\_\_