

# MINUTES

January 25, 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:** January 25, 2022

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

**PRESENT:** Commission Members:

John Barker  
Sandra Elam  
Victor Evans  
Jim Galvin  
Nate Jackson  
Karl Kramer  
Ian Leavy  
Debbie Melton  
Stan Norton  
Farrar Vaughan  
Clay Watson  
Charles West  
John Roberts

**ABSENT:** Christopher Lee  
John Murrey

**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>Debbie Melton</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>Victor Evans</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>Debbie Melton</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>Victor Evans</b>	<b>YES</b>

**MOTION CARRIED**

**SALESPERSON/DEALER APPLICATIONS APPEALS**

**Bernard Strowder**  
**Auto Titan, Knoxville, TN**

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

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</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>Victor Evans</b>	<b>YES</b>

**MOTION CARRIED – LICENSE DENIED FOR FAILURE TO APPEAR**

Anthony Bell  
Bumpus Harley Davidson, Memphis, TN

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

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>NO</b>
<b>Sandra Elam</b>	<b>NO</b>
<b>John Barker</b>	<b>YES</b>
<b>John Roberts</b>	<b>NO</b>
<b>Jim Galvin</b>	<b>NO</b>
<b>Stan Norton</b>	<b>NO</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>Victor Evans</b>	<b>NO</b>

**MOTION CARRIED – LICENSE GRANTED**



**Executive Director’s Report**  
January 11, 2022

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

	<u>Last Meeting</u>
<b><u>Dealers Opened, or Relocated (Last Quarter)</u></b> .....	<b>59</b> <b>56</b>
<b><u>Applications in Process</u></b> .....	<b>16</b> <b>28</b>

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

Dealers.....	<b>3527</b>	<b>3550</b>
Auctions.....	<b>28</b>	<b>28</b>
Distributors/Manufacturers.....	<b>134</b>	<b>133</b>
Salespeople.....	<b>15,259</b>	<b>15,811</b>
Representatives.....	<b>515</b>	<b>509</b>
Dismantlers.....	<b>228</b>	<b>228</b>
RV Dealers.....	<b>44</b>	<b>43</b>
RV Manufacturers.....	<b>76</b>	<b>76</b>
Motor Vehicle Show Permits.....	<b>2</b>	<b>2</b>

**Complaint Report- Opened Complaints from October 1 - Present**

Number of Complaints Opened.....	<b>94</b>
Number of Complaints Closed.....	<b>130</b>

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

Vehicles Reported Sold in 2021.....	<b>TBD</b>
Recreational Vehicles Reported Sold in 2021.....	<b>TBD</b>
Total Online Annual Sales Report Collected.....	<b>441</b>
Late Annual Sales Report Collected .....	<b>0</b>

**Total revenue from Late Annual Sales Report collection:**

**TBD**

**Average Performance Metrics**

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

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

Quarterly Satisfaction Rating.....99.2%

**Disciplinary Action Report October 2021 – December 2021**

Total to be collected.....\$37,500

**Online Adoption Across All Professions**

- **87%** online adoption for New “1010” Applications across all Professions available as of January 11, 2022.

**Administrative News**

We posted our open Administrative Asst. position and received a register from HR in late December. We have reviewed the list and will be interviewing individuals in the upcoming weeks. We should have someone on board certainly by February 15, 2022, if not before. This new individual will largely be responsible for processing new dealer applications. 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**

I am working on MVC’s outreach plan for 2022. We are currently preparing an email communication to supplement Revenue’s efforts in notifying dealers they are now allowed to produce a 3<sup>rd</sup> EZ Tag. Additionally we will be sending info to our dealers on removing a supplemental individual from a jointly held and the registrants jointly agree to remove one individual. Look for links to both of these new informational items on our website.

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 Kramer.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</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>Victor Evans</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**

---

**TO:** Tennessee Motor Vehicle Commission

**FROM:** Erica Smith, Associate General Counsel  
Taylor M. Hilton, Associate General Counsel

**DATE:** January 25, 2022

**SUBJECT:** MVC Legal Report

---

**1. 2021058361 (ES)**

**Date Complaint Opened: 08/06/2021**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$2,000 civil penalty for engaging in false, fraudulent, or deceptive practices and issuing more temporary tags than allowed. 2019 – One complaint closed with letter of warning for deceptive advertising.**

Complainant purchased a vehicle from Respondent in July 2021 and alleges Respondent has not sent the permanent tag. Complainant worries Respondent sold them a car without having the title for it. An investigation was conducted. Respondent has been waiting for the title from the auction who sold them the vehicle. The auction told Respondent that they sent them the title and it appeared to them it had been delivered by mail on July 13. Respondent states they never received it and the auction had to apply for a duplicate title. Respondent states they received the title in November and have sent it to Complainant. Only two temporary tags were issued to the vehicle. Counsel recommends closure.

**Recommendation:** Close.

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

**2. 2021064201 (ES)**

**Date Complaint Opened:** 09/13/2021

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

**Expiration:** N/A

**License Type:** Recreational Vehicle Dealer

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

Complainant alleges unlicensed activity and deceptive business practices by Respondent. An investigation was conducted. Respondent is only selling campers that are pulled behind vehicles and they do not sell anything that is motorized. There is no evidence of unlicensed activity and Counsel recommends closure.

**Recommendation:** Letter of Warning for unlicensed activity for selling campers without a license

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

**3. 2021062181 (ES)**

**Date Complaint Opened:** 08/31/2021

**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 alleges they purchased a vehicle from Respondent in January 2021 but has not received a permanent tag as of 7/27/21. An investigation was conducted because Respondent failed to respond to this complaint. Complainant confirmed with the investigator that they received their permanent tag and registration in October. Respondent states their dealership has been experiencing hardships which has caused delays and other issues. Respondent states they have been understaffed for some time, and more specifically, their title clerk left. The vehicle at issue here had a title that was delayed due to there being an out-of-state title, a deceased prior owner, an invalid power of attorney, a non-compliant widow, and admitted oversights made by the dealership. Four temporary tags were issued to the vehicle. Counsel recommends issuing a \$500 civil penalty for issuing a fourth temporary tag (the DOR is still allowing three temporary tags due to massive delays throughout the nation due to COVID) and a stern warning about failing to respond to the complaint. This is not the first time Respondent has failed to respond.

**Recommendation:** Authorize a \$500 civil penalty for issuing one more temp tag than allowed by law

**Commission Decision: Concur.**

**4. 2021061891 (ES)**

**Date Complaint Opened: 08/29/2021**

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

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent provided a torn and unusable title for a fee, and is now charging a second fee for a duplicate title. Respondent has failed to respond to this complaint so an investigation was conducted. Respondent first stated that the complaint was sent to the wrong address and provided the correct address, explaining they would have immediately responded to the complaint. Respondent denied the allegations and Complainant did not cooperate with the investigator or provide any evidence to support the allegations. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2021062621 (ES)**

**Date Complaint Opened: 09/02/2021**

**First Licensed: 02/10/2020**

**Expiration: 02/28/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant is alleging deceptive business practices regarding doc fees and registration fees by the Respondent. An investigation was conducted. The investigation revealed that Respondent's website advertising failed to disclose whether or not the advertised price of a vehicle included a doc fee and/or that tax, tags and title fees were being included in the advertised price. Complainant explained the primary reason for filing her complaint was because of the dealership's refusal to explain what the difference was between the \$150 License fee and the \$100 Registration fee itemized on their sales contract. Complainant expressed their opinion that they felt that the fees were one in the same and Respondent failed to clarify upon request. Respondent confirmed that they do charge a \$499 doc fee and stated they did not know that needed to be disclosed in their advertising. Counsel recommends issuing a \$250 civil penalty for failing to disclose the \$499 doc fee and adding it to the advertised price, plus a \$250 civil penalty for failing to disclose the tax, tag and title fees are in addition to the advertised price, for a total \$500 civil penalty.

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

**Commission Decision: Concur.**

**6. 2021067541 (ES)**

**Date Complaint Opened: 10/04/2021**

**First Licensed: 02/14/2017**

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent in November 2020 and alleges Respondent has been threatening to repossess the vehicle. Respondent's dealership ownership recently transferred which caused some misunderstandings between Complainant and Respondent but this matter has since been resolved. Complainant is now in compliance with their payments on the vehicle and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**7. 2021067591 (ES)**

**Date Complaint Opened: 10/04/2021**

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

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they thought they were purchasing a vehicle from Respondent and would be able to bring the vehicle in for service at no charge in the future. Complainant was upset when they could not utilize a "free first service" when they brought the vehicle into another dealership. Respondent explains the vehicle was previously a courtesy vehicle, which was disclosed to Complainant at the time of sale. Therefore, the "free first service" had already been used. Respondent wanted to make up for that and told Complainant they could bring the vehicle in for its next service at no charge. Further, Respondent offered to reimburse Complainant for the charge of the service at the other dealership but Complainant said no thank you, and told them everything was ok. This matter seems to have been more of a misunderstanding that has since been resolved and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**8. 2021062901 (ES)**

**Date Complaint Opened: 09/07/2021**

**First Licensed: 09/23/2014**

**Expiration: 09/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$1,250 civil penalty for advertising violations.**

Complainant alleges Respondent quoted a higher price on a used vehicle after issuing an initial quote. Respondent originally failed to respond to this complaint so an investigation was conducted. Respondent admits they accidentally quoted the wrong price to Complainant when he first visited the dealership, but prior to them leaving, the salesperson corrected this mistake and quoted the correct price. Respondent corrected the problem as soon as they realized the mistake and apologized. Respondent did all of this at the time of the occurrence, not just after the complaint was filed. There was no intent to mislead Complainant and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**9. 2021065861 (TH)**

**Date Complaint Opened: 09/22/2021**

**First Licensed: 01/10/2019**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for expired county/city business license.**

Complainant states on March 2, 2020, they purchased a vehicle from Respondent. Complainant alleges since the purchase date, they have yet to receive their title and registration. Complainant states they have continued to receive temporary tags from Respondent each month. Complainant states they have repeatedly asked for their permanent plate but are only ever given temporary tags. Complainant alleges Respondent has blamed the delay on the COVID-19 pandemic. Complainant states Respondent offered them a replacement vehicle, to which they reluctantly agreed. Complainant alleges, however, at the time of their complaint (September 2021) Respondent had not provided them with a replacement vehicle or their tags.

An Investigator spoke with Complainant who expressed they have been waiting for this issue to be resolved since March 2020. Complainant states they received 17 temporary tags from Respondent and provided copies of each of these temporary tags. Respondent expressed to Investigator they are attempting to locate the title for the vehicle. Respondent stated to the Investigator they did not think the excessive number of temporary tags issued was a problem since they were still working on trying to locate the title. Respondent stated they gave Complainant the option to trade the car for a similar one, but Complainant didn't think the car offered was comparable. Respondent stated they have tried to remedy the issue, but the title may be lost.

In a sworn affidavit Respondent admitted to issuing 14-16 temporary tags. Respondent also states it was never their intention to deceive Complainant with the issuance of so many temporary tags but, rather, they were just trying to help Complainant out while attempting to locate the title.

A search was done using the EZ-TAG database, and it was discovered a total of 20, which included Processed and Extended tags, temporary tags were issued to Complainant by Respondent for the vehicle in question. As such, counsel recommends issuing an \$8,500 civil penalty for issuing 17 more temporary tags than permitted by law.

**Recommendation: Authorize a \$8,500 civil penalty for issuing more temporary tags than permitted by law.**

**Commission Decision: Concur.**

**10. 2021066981 (TH)**

**Date Complaint Opened: 09/30/2021**

**First Licensed: 03/23/2004**

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$1,000 civil penalty for selling two salvaged title vehicles before rebuilt titles were obtained.**

Complainant alleges they never received the title for their vehicle. Complainant alleges Respondent was to apply for title and was to forward it once received. Complainant states they contacted Respondent numerous times about the title and alleges Respondent told them the delay was due to the DMV being slow. Complainant states on August 10, 2021, a request was sent to Respondent asking that either title be provided immediately, or their money be refunded. On August 31, 2021, Complainant was contacted and informed the purchased vehicle had been reported previously stolen. The vehicle was picked up on September 01, 2021, by the Department of Revenue. Complainant contacted Respondent and alleges Respondent stated they knew they needed to refund Complainant but did not have the funds to.

Respondent states they put in for a garage lien asking for title and registration after the vehicle in question failed to be picked up from their service department on April 14, 2021. Respondent states they sold the car on June 29, 2021, and provided both new title and registration to Complainant. They were notified, subsequent to the sale, the car was reported stolen.-

An Investigator spoke with Complainant. Complainant stated Respondent provided them with their Bond Company's contact information to seek a refund. Complainant stated they filed a claim with the Bond Company and a refund is in process. When the Investigator asked Complainant what they knew about the vehicle eventually having been reported as stolen, they replied it was their understanding the dealership wasn't aware of it at the time of sale.

The investigator then spoke with Respondent. The Investigator states Respondent adamantly denied any intentional dishonest dealings on their behalf. The Investigator states Respondent also alleged at the time of the sale they were not aware the vehicle had a potential theft report filed. Respondent expressed to the Investigator they were financially unable to personally refund Complainant thus their recommendation to contact the Bond Company. When the Investigator questioned Respondent about how many salespersons they had licensed/employed they replied they (the owner) were the only one. The Investigator states at this point they explained according to the records their salesman's license had expired in May 2020. The Investigator then asked Respondent if they could produce a valid license, but they were unable to. The Investigator states the Respondent expressed they had no idea their salespersons' license had expired but they would immediately start the process of renewing it. The records show Respondent's owner's salesperson license expired in May 2020, and

Respondent reported selling 126 units in 2020. The Investigator additionally obtained copies of sales receipts from Respondent evidencing recent transactions while their salesman's License was on an expired status.

It does not appear the evidence establishes Respondent acted fraudulently with selling the vehicle in question. It does not appear Respondent knew the vehicle was stolen when they sold it to Complainant. Respondent additionally provided Complainant with their surety bond information so Complainant could get obtain a refund. However, during the investigation, it was discovered Complainant was selling vehicles without an active salespersons license. As such, counsel recommends issuing a \$5,000.00 civil fine 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 in 2020 by Respondent despite their salesperson's license being expired. Further, Respondent does not have any other licensed salespersons working at the dealership.

**Recommendation: Authorize a \$5,000 civil fine for selling vehicles without an active salespersons license and have Respondent reappear before the Board at the next meeting.**

**Commission Decision: Concur.**

**11. 2021067041 (TH)**

**Date Complaint Opened: 09/30/2021**

**First Licensed: 11/12/2008**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$1,000 civil penalty for expired business license and possession of three open titles.**

Complainant alleges they made a down payment on a vehicle in transit to Respondent. Respondent was to contact them once it arrived. Complainant alleges they were informed afterward the final sales price would be \$3,000 over the MSRP due to certain features on the car. Complainant states they expressed to Respondent they never mentioned wanting these features on the car when they put down their deposit. Complainant alleges Respondent then told them they have no choice but to agree to the price if they want the vehicle. Complainant states Respondent made it "very clear" there was a vehicle shortage, and they would just sell the vehicle to someone else if they did not agree to the price. As such, Complainant alleges they felt they had no choice but to purchase the vehicle at Respondent's price.

Respondent states that Complainant did place a down deposit on a vehicle that was in transit to them. Respondent states they did not order this vehicle for Complainant nor did they enter an agreement with Complainant for them to purchase the vehicle at the MSRP price. Respondent states due to the features on the car and the shortage of vehicles they had priced the vehicle in question \$3,000 over the suggested MSRP to cover their costs and expenses. Respondent states it was explained to Complainant that upon placing their down payment their payment is 100% refundable and they were not obligated to purchase the vehicle once it arrived if they were not satisfied with it. Respondent alleges they checked Complainant's



file and there was no recording of Complainant entering into a contract with them to purchase the vehicle at any price other than what they signed upon taking possession of the vehicle. Respondent states the price included all expenses and fees. Respondent alleges once the vehicle arrived at their dealership Complainant was invited to come out and inspect the vehicle. Respondent also alleges after inspection Complainant agreed on their own to move forward with the purchase and signed all the required paperwork. Respondent states they offered Complainant their down deposit back if they did not want to purchase the vehicle. Respondent also states they told Complainant they had the option of putting their deposit towards another vehicle if they preferred as well. Respondent states Complainant, nevertheless, decided to move forward with the purchase of the vehicle. Respondent states at no point did they ever threaten or pressure Complainant into purchasing the car. Rather, Respondent, states they gave Complainant multiple chances to get their down deposit back, put it towards the purchase of another car, and even offered to later refund them part of the purchase price (\$3,000) if that would make them satisfied with the purchase. However, Complainant denied this refund option given by Respondent.

An investigator looked into the situation and concluded it did not appear that the vehicle mentioned in the complaint was ever advertised for retail sale since it was an incoming order from the manufacturer. Based on the aforementioned statements there does not appear to be any violations and, as such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**12. 2021069031 (TH)**

**Date Complaint Opened: 10/08/2021**

**First Licensed: 09/01/2010**

**Expiration: 07/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a vehicle with a lien on it. As such, Complainant alleges Respondent is unable to provide them the title to the vehicle.

Respondent states they believe they did nothing wrong throughout the Complaint's purchase. Respondent alleges Complainant purchased a vehicle from them on August 14, 2021, and they sent the title overnighted on 9/11/2021 at their own expense. Respondent alleges that nevertheless, Complainant repeatedly called, threatened, used profanity, and otherwise harassed them for reasons unknown. Respondent provided documentation showing the title and all other required paperwork were sent to Complainant. Respondent also provided a copy of a letter they sent to Complainant expressing their alleged concern over the threats and false statements being made by Complainant to them. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**



**13. 2021059401 (TH)**

**Date Complaint Opened: 08/13/2021**

**First Licensed: 02/22/2006**

**Expiration: 02/28/2008 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent. Complainant alleges they paid Respondent all taxes and fees associated with title, registration, and tags as a part of their purchase. Complainant states the car was delivered with a temporary tag valid through June 04, 2021, and they provided all required information to Respondent's registration department as of May 03, 2021. Complainant alleges either them or their spouse was in constant contact with Respondent via email and phone in an attempt to obtain a new temporary tag and find out the status of their permanent registration/tag. Complainant states their emails went unanswered and when they called, they got the "run-around" and were just told the issue was being worked on. Complainant states they were consistently told they would receive more information from Respondent in 24-72 hours but never heard anything else. However, Complainant has since requested to withdraw their complaint as they do not wish to move forward with it due to personal reasons. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**14. 2021061951 (TH)**

**Date Complaint Opened: 08/30/2021**

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

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is trying to sell dealer licenses allowing individuals to purchase vehicles at auction. Complainant states Respondent is telling people they can pay them to become a licensed dealer. Complainant states they do not believe Respondent has the authority to issue licenses or collect money for licenses.

An investigation was conducted. Complainant alleged to the Investigator that they saw an individual advertising on Facebook to sell dealer licenses. Complainant states that the person had a picture of himself in front of Respondent's place of business. The Investigator contacted Respondent and inquired if they were selling dealer licenses. However, Respondent informed the Investigator and signed an affidavit stating, they are not affiliated with nor do they employ the person Complainant saw advertising to sell dealer licenses. Respondent states they have never advertised to sell dealers licenses. Respondent alleges they were unaware of the Facebook advertisements/posts until the Investigator brought it to their attention. One of Respondent's employees expressed to the Investigator they are acquaintances with the

individual advertising to sell “dealer’s licenses” on Facebook. Respondents’ employee stated they meet the individual via Facebook and was told they could recommend prospective clients for a “bird dog fee” if a vehicle was purchased. However, Respondent and their employee both noted the individual had never actually sent a customer to them nor been paid any fee by Respondent. The Investigator also informed Respondent they are not able to give “bird dog fees” for referrals to anyone other than previous customers and their salesmen. Respondent stated they would advise their salesmen of this and would not do it going forward.

The investigator contacted the individual who was marketing themselves as selling “dealer’s licenses” on Facebook. The individual stated any post associated with Respondent on his Facebook was in hopes of getting a “bird dog fee.” When questioned about the advertisements for selling “dealer’s licenses” the individual stated he and his “partner” own a dealership in Mississippi, and he sells people up to be “dealers” through the dealership. The individual stated his business of signing people up for that has nothing to do with Respondent and does not even occur in Tennessee.

Respondent does not employ the individual nor have they ever paid him a fee. Respondent does not have any association with the “licenses” the individual sells to people to be “dealers” for his dealership in Mississippi. As such, Counsel recommends closure of the case against Respondent and referral to Mississippi’s Motor Vehicle Department.

**Recommendation: Close and refer to Mississippi’s Motor Vehicle Department.**

**Commission Decision: Concur.**

**15. 2021064901 (TH)**

**Date Complaint Opened: 09/17/2021**

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

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges that they were never informed the vehicle they purchased from Respondent had a rebuilt title. Complainant states they were not given a disclosure form to sign. Complainant states they were only ever given one form to sign and was never informed the vehicle has a salvage/rebuilt title on it. Complainant states they only learned about this after looking the car up on Carfax after purchase. Complainant alleges the car has had multiple problems since purchased and they feel it is undrivable. Complainant also alleges they never gave Respondent permission to run their credit to finance the remaining balance of the car. Complainant alleges they feel the finance charges are excessive. Complainant states they have been attempting to make their payments but have not been able to get into contact with Respondent. Complainant alleges that since filing their complaint, Respondent has become combative with them. Additionally, Complainant states when they went down to make a payment in person, Respondent assaulted them, and they have since filed a police report.

Respondent states they thought everything went fine with Complainant’s purchase and they did not know there were any issues until receiving this complaint. Respondent states they

contacted Complainant to find out what the problem was, and Complainant stated they did not understand the finance charges. Respondent alleges they then explained the finance charges to Complainant. Respondent also alleges they explained to Complainant how some of their vehicles were purchased from insurance auctions and the vehicles were then fixed and titled according to the state rules and regulations before being sold. Respondent states they also explained this all to Complainant at the time of purchase. Additionally, Respondent states this was also marked on the bill of sale that was signed by Complainant. However, in the copy of the deal file that was provided, there was no documentation of the required notice of the vehicle having a rebuilt title. Rather, the only thing mentioning the topic was at the bottom of the purchase agreement which stated: "the vehicle may have been wrecked before and may have frame damage," and the box is checked next to it. However, Respondent did not use the proper salvage disclosure form at the time of sale. As such, counsel recommends assessing a \$500 civil penalty for failure to disclose salvage history with the proper Disclosure Form.

**Recommendation: Authorize a \$500 civil penalty for failure to disclose salvage history with proper Disclosure Form.**

**Commission Decision: Concur.**

**16. 2021060791 (TH)**

**Date Complaint Opened: 08/23/2021**

**First Licensed: 02/05/2013**

**Expiration: 12/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent and have since had problems making the agreed-upon payments. Complainant states they made a deposit on the vehicle and were supposed to make monthly payments to Respondent until the car was paid in full. Complainant alleges, however, they have returned to Respondent's dealership, as well as called them, and have not been able to speak with anyone affiliated with the car lot to make a payment. Complainant also states they have since noticed damage to the front of the car which was not disclosed to them before purchase.

An Investigator went to Respondent's place of business. Respondent stated they have not received any of the agreed-upon payments since the Complainant took possession of the vehicle. Respondent stated their main business phone number has been down and unable to receive calls for approximately a month or so. Respondent expressed however they had given Complainant a cell phone number that could be contacted at any point. Respondent also alleged if you look them up online their site lists additional numbers for the business along with contact information for additional locations. Respondent pointed out to the Investigator they have business hours "clearly listed," and stated if in fact, the Complainant had come to the business, they would have known the exact hours someone from the business could have been reached. An assistant at Respondent's dealership stated to the Investigator she had been contacted one time, by the Complainant, since the vehicle was sold. The assistant alleged to the Investigator Complainant had called and told them they were having some financial issues

and would not be able to make the first payment. The assistant alleges she told Complainant they could just start payments the following month, but they never heard from Complainant again after that call.

Respondent provided the deal file for the transaction in question. The file contained all the required paperwork. The file included a buyer's guide noting the sale was "as is" with no warranties and the required signed notice of an "as is" purchase for the vehicle in question.

Based on the aforementioned evidence, it does not appear there are any violations pertaining to the transaction between Complainant and Respondent. However, counsel does recommend issuing a Letter of Instruction to Respondent for their directory/ main business phone number being down and not in service for, by their own admission, at least a month. This is in violation of 0960-01-.21(3).

**Recommendation: Issuing a Letter of Instruction to Respondent for failing to maintain their directory/ main business phone number service.**

**Commission Decision: Concur.**

**17. 2021061391 (TH); 2021072351 (TH); 2021069181 (TH); 2021076341**

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

**Expiration: 10/31/2022**

**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; Date Complaint Opened: 08/26/2021:**

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. Complaint 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 (TH); Date Complaint Opened: 10/30/2021**

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.**



**2021069181 (TH); Date Complaint Opened: 10/11/2021**

Complainant alleges on August 14, 2021, they purchased a vehicle from Respondent. Complainant alleges, however, they did not actually get the vehicle that day due to it needing some repairs. Complainant states that Respondent was supposed to fix the issues with the car within a few days and that they gave Complainant a 30-day warranty from the time the vehicle was purchased. Complainant alleges they attempted to contact Respondent numerous times to get an update on their vehicle but kept getting told different stories on why their vehicle was not ready yet. Complainant states that by the time they filed their complaint, their warranty expired and they still had not received their vehicle. However, Complainant has since requested to withdraw their complaint as they do not wish to move forward with it or to participate in an investigation. As such, Counsel recommends closure of this individual complaint.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2021076341 Date Complaint Opened: 11/23/2021**

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.**

**18. 2021066861 (TH)**

**Date Complaint Opened: 09/29/2021**

**First Licensed: 02/06/2008**

**Expiration: 03/31/2017 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed and flagged for Respondent failing to maintain temporary tag log and dealership license is expired.**

Complainant alleges on April 16, 2021, they purchased a vehicle from an individual (hereafter, "Individual") who claimed to be a sales representative of Respondent. Respondent has been closed since 2017. Complainant states they purchased the vehicle in cash. Complainant alleges they were told the title would be provided to them soon. Complainant states as of the date of their complaint, September 29, 2021, they had yet to receive the title.

An investigator (hereinafter "Investigator") was sent out, and it was discovered Complainant's adult son was the one who purchased the vehicle in question, and Complainant was not involved and was not present for the purchase. As such, the Investigator requested Complainant's son be the one involved in the investigation and asked them to provide a sworn statement about the purchase. However, their son never contacted the Investigator and never supplied any information to them about their vehicle purchase. Rather, any information or documents provided were given by Complainant. Complainant told the Investigator their son had found an advertisement on Facebook for a sale of a vehicle by the "Individual" who was claiming to work for Respondent. Complainant states their son then went out to meet the "Individual" at a location that was home to a different dealership (hereinafter "Dealership1") then Respondent. "Dealership1" was discovered to be closed by an investigator. Complainant states their son went to the location of another dealership (hereinafter "Dealership2") to pick up a temporary tag from the "Individual." After this Complainant states their son went to yet again another dealership (hereinafter "Dealership3") to pick up another temporary tag from the "Individual."

Investigator received a printout for the two tags issued to Complainant's son. The first temporary tag was issued to another different dealer (hereinafter "Dealership4"), with an expiration date of 5/31/2020. The second temporary tag was also issued to a different dealer (hereinafter "Dealership5"), who was discovered to be out of business and closed as of July 31, 2021. Investigator spoke with the manager of "Dealership4" concerning the tag issued. Investigator was provided with a copy of their temporary tag log that showed the tag in question was issued to a customer of theirs, who was not the "Individual" who gave the tag to Complainant's son, on March 24, 2021, for a different vehicle than the one sold to Complainant's son.

Investigator went out to Respondent's previously listed business address and learned there is a different dealership now operating out of that address (hereinafter "Dealership6"). "Dealership6" does have an active dealer license and provided an affidavit statement denying any knowledge of the vehicle sold and stating they do not know the "Individual" or Complainant's son. Investigator then went to speak with "Dealership3" where Complainant's son allegedly picked up their second temporary tag from the "Individual." Investigator states "Dealership3" expressed to them they did know about both the "Individual" and the vehicle sold to Complainant's son but they did not supply any temporary tags to Complainant's son. "Dealership3" explained to their knowledge an auto auction has the title to the vehicle in question because the "Individual" had not paid them for the car.

"Dealership3" stated to Investigator Complainant's son came to them and told them the "Individual" advised them to come to their dealership to get the title. "Dealership3" stated they advised the purchaser they did not have the title and they did not sell the vehicle. "Dealership3" stated to Investigator after that conversation they called around to the local



auctions and learned one of them has the title, and that the “Individual” purchased the vehicle from them on credit and did not pay the vehicle off. “Dealership3” provided an affidavit stating they met the “Individual” at an auction and the “Individual,” told them they were starting their own place. Additionally, in their statement, “Dealership3” alleges the “Individual” purchased vehicles from the auction with checks that were no good and, as such, could not get titles to those vehicles. “Dealership3” states they spoke with the auction who stated they still have a lot of the “Individual’s” titles for vehicles not paid for, which include the car related to this complaint. Investigator was also informed of another Facebook page under the “Individual’s” name saying they are working for yet another dealer.

Investigator went to speak to the general manager of the auto auction who stated they are familiar with the “Individual.” Investigator states the auto auction manager expressed the “Individual” is connected to two new different dealerships (hereinafter respectively “Dealership7” and “Dealership8”) and does work with the both of them. Investigator states the auto auction manager advised him the “Individual” did purchase the vehicle that’s listed in this complaint from them under “Dealership8’s” name. Investigator states the auto auction advised they have the title in question because the “Individual” did not pay them in full. They also expressed to Investigator that the “Individual” has been blocked from their auction. The auto auction provided the Bill of Sale for the vehicle in question which showed the vehicle was purchased by “Dealership8” which is located in Arkansas. “Dealership8” was the assignment on the title.

No evidence of Respondent being involved in the sale of the vehicle or with the “Individual” who sold the vehicle was discovered. There was no evidence obtained showing any wrongdoing on the part of Respondent. Rather, it appears based on the evidence discovered the “Individual” is claiming to be connected to multiple dealers when in reality they are just fraudulently purchasing and selling the vehicles on their own. As such, counsel recommends closure for the complaint against Respondent. Additionally, counsel recommends internally opening a complaint against the “Individual” who sold the vehicle in question. Based on the investigation it appears they have a pattern of selling vehicles fraudulently. Additionally, make a referral to Arkansas’s Motor Commission since the vehicle in question was purchased under a dealership based in Arkansas.

**Recommendation: Close case against Respondent and open a complaint into the individual who sold the vehicle in question in this complaint. Additionally, make a referral to Arkansas’s Motor Commission.**

**Commission Decision: Concur.**

**19. 2021067241 (TH)**

**Date Complaint Opened: 09/30/2021**

**First Licensed: 02/22/2006**

**Expiration: 02/28/2008 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle online from Respondent on August 31, 2021. On September 08, 2021, they received the car, and they noticed multiple previously undisclosed issues with the car. On September 10, 2021, Complainant reached out to Respondent and informed them of the multiple “rock chips” and repaired the front bumper on the car. Respondent asked them to get an estimate from an auto body shop of their choice. Complainant got a quote of \$5,004.23 for the damage. Complainant provided Respondent with a copy of the estimate on the same day. On 09/17/2021, Respondent answered offering to pay \$2,500 directly to the repair facility. Complainant requested they contact them directly to further discuss the offer but the only response they received back was them reiterating their offer of \$2,500 paid directly to the repair facility or the option to return the vehicle. Complainant explained they couldn’t pay the difference and wanted to keep the car but wanted Respondent to pay to restore the car to the advertised condition. Complainant received one more email from Respondent stating the same offer but has since not been able to contact them. Complainant reached out to Respondent again offering to accept the \$2,500 offer and try to find a cheaper repair shop but never received a response.

Upon investigation, Respondent is not a Tennessee Licensed Company. Rather, Respondent operates under a Texas-issued license. Accordingly, the Commission does not have jurisdiction over the complaint. As such, Counsel recommends closure and referral of this complaint over to the Attorney General’s office for potential deceptive acts.

**Recommendation: Close due to lack of jurisdiction and referral to the Attorney General’s office for potential deceptive acts and refer to Texas Motor Vehicle Commission**

**Commission Decision: Concur.**

**20. 2021062561 (TH)**

**Date Complaint Opened: 09/02/2021**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

On September 1, 2021, an inspection was completed on Respondent's establishment. During the inspection, Respondent was found to be in possession of four open titles that had either already been sold or was on the lot according to Respondent’s owner. 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) and/or Rules promulgated by the Tennessee Motor Vehicle Commission under Chapter 0960-1-.01 et seq. The issued Notice of Violation included photocopies of the open titles in question. A proposed Agreed Citation was sent to Respondent on September 10, 2021, for a civil penalty of \$2,000.

On September 30, 2021 Respondent answered the proposed Agreed Citation stating the open titles the inspector was referring to have nothing to do with their company. Respondent alleges the titles belonged to the prior owner, and they have no intentions to sell the vehicles under the company's name or in general. Nevertheless, Respondent states they are willing to pay the fine but need more time to acquire the funds or need a payment plan set up.

**Recommendation:** Authorize a \$2,000 civil penalty for possessing open titles.

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

**21. 2021068491 (TH)**

**Date Complaint Opened:** 10/07/2021

**First Licensed:** 08/27/2018

**Expiration:** 08/31/2022

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2019 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.

Complainant alleges when they went to purchase a car they saw advertised online, the price was increased by \$2,299. Complainant alleges the price change was explained as “add-ons” but that they were never actually explained what the add-ons were for nor did they ask for any.

Respondent states they are unsure of why Complainant was given the price they were given. Respondent states it appears the VIN and vehicle information provided by Complainant populated properly on their electronic menu, but the price provided to Complainant did not match their records. Respondent states they are sorry they missed this customer and made Complainant feel the way they do. Respondent’s owner states they will personally reach out to Complainant to apologize and offer them to deal with the owner directly on any future dealings.

An investigation was conducted. Respondent told the Investigator the salesperson that Complainant worked with while at their dealership was new and had provided Complainant with the wrong pricing information. Respondent states they attempted to contact Complainant after realizing this in hopes of making it right but never heard back from them. The Investigator had tried to contact Complainant multiple times before being able to get a response. Complainant states they have “moved on” from the incident and are no longer interested. Counsel recommends closure.

**Recommendation:** Close.

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

**22. 2021069641 (TH)**

**Date Complaint Opened:** 10/13/2021

**First Licensed:** 08/17/2011

**Expiration:** 07/31/2023

**License Type:** Motor Vehicle Dealer

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

Complainant states they paid Respondent \$20,500.00 on April 8, 2021, for a 2020 Dodge Van. Complainant alleges Respondent never sent the title to them after purchase. Complainant additionally alleges Respondent subsequently took back the vehicle without reason. Complainant claims Respondent promised several times they would refund the money to Complainant but has never followed through.

Respondent answered alleging they have never interacted with Complainant and stating they did not have the van in question in their inventory. Respondent alleges they believe this matter was either mistakenly entered against them or that it is fraud.

An investigation was completed. Based on the investigation there was no evidence found of Respondent's involvement in this situation. Respondent expressed to the Investigator they were not involved in the sale in question and stated the people who facilitated the sale do not work for them/ are not associated with them. The Investigator determined, rather, the deal was arranged and carried out by two individuals (hereinafter "Individual#1" and "Individual#2") who claimed to Complainant to be associated with Respondent. "Individual#2" used to work for Respondent, but no longer does and Respondent states they no longer have any association with them. Respondent informed the Investigator about "Individual#2" now owning a dealership across town.

The Investigator spoke with both of the individuals involved with the sale in question. While neither of them admitted to any wrong or fraudulent activity during the sale, the Investigator states they both on their volition stated "Individual#1" will return the money to Complainant. They both also included the same statement in their sworn declarations they provided to the Investigator. Additionally, in their statements, they both claimed the deal was set up to happen but fell through due to funding and title issues. However, the investigation discovered a fake title for the vehicle was forged with the signature of "Individual#2" and sent to Complainant. Likewise, the invoice for the vehicle was drawn up by "Individual#1." Neither individual address these issues in their provided sworn statements. "Individual#1" also admitted to the Investigator they were not a licensed salesperson despite facilitating the sale in question.

Since there was no evidence found of Respondent's involvement in the sale, counsel recommends closing the complaint against them. However, counsel also recommends internally opening a complaint against the two individuals who were involved. Additionally, counsel recommends referring this case to law enforcement as there appears to be evidence of both forgery and theft.

**Recommendation: Authorize closing the case against Respondent, and internally open complaints against the two involved individuals. Additionally, referring the case to law enforcement.**

**Commission Decision: Concur.**

**23. 2021064051 (ES)**

**Date Complaint Opened: 09/10/2021**

**First Licensed: 12/17/2010**

**Expiration: 10/31/2022**

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

Complainant alleges Respondent misrepresented purchased used vehicle and subsequently let them choose two different vehicles. Complainant alleges each vehicle had mechanical issues and they refused the third option. Complainant wants their \$700 down payment refunded and the deal unwound. Respondent originally failed to respond to the complaint and an investigation was conducted. The investigation revealed no violations and the issue has been resolved to Complainant's satisfaction. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**24. 2021068671 (ES)**

**Date Complaint Opened: 10/07/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 02/28/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent will not unwind a deal for the purchase of a used vehicle. Complainant alleges they thought they were signing paperwork to see if they would be approved for the purchase and thought their \$2,000 check would be given back if they didn't want the vehicle. Complainant brought the vehicle back the following day and feels they have a "reasonable reason" to return it. Complainant states there is a crack in the bumper. Respondent states Complainant is dissatisfied with the vehicle purchase but denies forcing Complainant to buy the vehicle as alleged. Respondent provided the full deal file showing Complainant willingly and knowingly requested and filled out a credit application, agreed to terms and conditions of sales price in writing, was provided with an opportunity to review loan documents and disclosures, and then agreed to the terms of and executed a Retail Installment Sale Contract. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**25. 2021059871 (ES)**

**Date Complaint Opened: 08/17/2021**  
**First Licensed: 04/04/2005**  
**Expiration: 04/30/2007 (Expired)**  
**License Type: Motor Vehicle Salesman**  
**History (5 yrs.): None.**

Complainant alleges deception, fraud, grand larceny and forgery by the Respondent. Respondent used to have a salesperson license but it has been expired since 2007. An investigation was conducted. The Complainant promised to provide notarized statements and

evidence to support their allegations but did not do so. Complainant further stopped cooperating and communicating. The address for Respondent provided by Complainant was not a real address and the phone number provided was disconnected. Due to the general nature of the allegations and lack of evidence to support the complaint, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**26. 2021059781 (ES)**

**Date Complaint Opened: 08/16/2021**

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

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with \$500 civil penalty for failure to pay off trade-in vehicle.**

Complainant purchased a used vehicle from Respondent on March 13, 2021 and alleges they have had temporary tags and then a dealer plate for four months because the title has not been received. Respondent has been in communication with Complainant about this matter and states they have requested a duplicate title from West Virginia as of 9/6/21. Respondent states the customer who traded in the vehicle sold to Complainant was having trouble obtaining the lien release from Nissan financing. Nissan would not allow Respondent to request the lien release and required it to come from Complainant. Respondent was surprised by the complaint because Complainant has not seemed upset. Counsel has been in communication with Respondent and they requested a duplicate title as soon as they got the lien release. They continued to follow up with West Virginia's title office and were refused any official estimate of time or status update other than confirmation the duplicate title request was received. Then Respondent was told they filled out the paperwork incorrectly and it was resubmitted on September 28. Respondent kept the Complainant updated throughout the process and it has since been resolved. Respondent ended up buying the vehicle back from Complainant. Counsel recommends issuing a Letter of Warning for misuse of a dealer plate.

**Recommendation: Letter of Warning for dealer plate misuse**

**Commission Decision: Concur.**

**27. 2021059351 (ES)**

**Date Complaint Opened: 08/13/2021**

**First Licensed: 12/05/1996**

**Expiration: 12/31/2022**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on 7/6/21 for selling a salvage vehicle without obtaining a rebuilt title, issuing a temporary tag to the salvage vehicle, and failing

to use the proper Disclosure when selling a salvage vehicle. Counsel recommends issuing a \$2500 civil penalty for selling the salvage vehicle and issuing a temporary tag to it, and a \$500 civil penalty for failure to disclose salvage history with proper Disclosure form, for a total \$3,000 civil penalty.

**Recommendation: Authorize a \$3,000 civil penalty for selling a salvage vehicle without a rebuilt title and issuing a temp tag to it, and failure to disclose salvage history with proper Disclosure form**

**Commission Decision: Concur.**

**28. 2021065851 (ES)**

**Date Complaint Opened: 09/22/2021**

**First Licensed: 10/11/2018**

**Expiration: 10/31/2022 - CLOSED**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Indiana who purchased a used vehicle from Respondent. Complainant alleges Respondent failed to deliver title/registration. Respondent originally failed to respond to the complaint and an investigation was conducted. The investigation revealed Respondent had closed their business in February 2021 and no new contact information could be obtained for Respondent. The investigator confirmed Complainant had received a copy of the surety bond and advised them to file a claim. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**29. 2021070941 (ES)**

**Date Complaint Opened: 10/21/2021**

**First Licensed: 06/16/2017**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to deliver title in a timely manner. Respondent states they obtained the vehicle from a private party before selling it to Complainant and they misplaced the title. This took Respondent more time than normal to get the vehicle registered for Complainant. Respondent has since registered the vehicle, paid for all fees and gave Complainant \$500 for their inconvenience. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**



**30. 2021065831 (TH)**

**Date Complaint Opened: 09/22/2021**

**First Licensed: 09/26/2011**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2015 – One complaint closed with \$1,000 civil penalty for false, fraudulent, or deceptive acts. 2017 – One complaint closed with \$1,000 civil penalty for false, fraudulent, or deceptive acts.**

Complainant alleges they purchased a vehicle from Respondent. Complainant states despite paying cash for the vehicle, they had still not received the paperwork for the tag and title at the time of their complaint. Complainant alleges when they reached out to Respondent about the issue, they were told the delay was due to COVID-19.

Respondent states the issue has since been resolved. Respondent states they are sorry for the delay, but reiterates it was due to COVID-19 delays. Respondent confirmed Complainant has registered the vehicle, received their tags, and all their issue was resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**31. 2021071961 (TH)**

**Date Complaint Opened: 10/27/2021**

**First Licensed: 04/16/2012**

**Expiration: 04/30/2020 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent was untimely in delivering the titles to the six semi-trucks they purchased from Respondent. Complainant alleges Respondent had promised to deliver the titles within 48-hours but at the time of filing their complaint, it had been 3 weeks and they had not received the titles yet. However, soon after filing their complaint, Complainant states they received all their titles. As such, Complainant states they are no longer interested in pursuing their complaint and do not want to be involved.

An investigation was completed since Respondent is unlicensed and Complainant alleged they purchased six vehicles from them. During the investigation, the Investigator went out to Respondent's business address. When speaking with Respondent, they expressed to the Investigator they have not been operating their dealership due to the March 2020 tornadoes that hit their area and more or less destroyed all their buildings. Respondent expressed to the Investigator they have not been concentrating on the dealership very much over the last year or so because they are concentrating on getting their other company's (a shipping company) new offices/buildings and business back up and running.



After the investigation, it appeared Respondent is not operating a running dealership but, rather, they were moving out old inventory with their sales to Complainant. The Investigator inspected the area Respondent's dealership used to be located. The Investigator noted the area was behind Respondent's shipping company and was not visible to people passing by/ did not seem to have a lot of potential for "foot traffic." Additionally, the Investigator expressed they went out multiple times, and every time they visited the dealership appeared to be completely shut down. The Investigator stated there appeared to be no inventory or anything for sale there. Likewise, they also said that area's gate was closed and locked each time they went out there. The Investigator stated there was no evidence to show that a dealership was operating there, and Respondent had expressed to them they were not operating a dealership. Moreover, the Investigator searched to see if they could find any advertisement for Respondent as a dealership online but could not find any.

The Investigator did attempt to get from Complainant copies of the sales receipts evidencing their purchases and to get a statement detailing their dealings with Respondent, but Complainant expressed their belief the matter had been resolved and stated they do not want to pursue this matter any further.

Based on the evidence it does not appear Respondent is operating a running dealership and does not seem to have interest in doing so at this time. Rather, it seems they were moving out old inventory. Complainant's title issues were resolved before the Investigator had to go out to Respondent, and the Investigator noted that Respondent was cooperative with them. As such, counsel is recommending issuing a Letter of Warning including cease and desist language for unlicensed activity due to them selling one vehicle over the amount permitted by law.

**Recommendation: Issue a Letter of Warning including cease and desist language for unlicensed activity.**

**Commission Decision: Concur.**

**32. 2021069461 (TH)**

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

**First Licensed: 05/15/2015**

**Expiration: 04/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they and their spouse entered a contract on April 9, 2021, to purchase a vehicle. Complainant states a deal was made for them to put down \$1,000 and then make payments on the vehicle. Complainant states shortly after COVID-19 hit them and, so, they reached out to Respondent and were told the vehicle was theirs and that they could just send the rest of the money owed when they were able to. Complainant states sometime after that conversation they were ready to purchase the vehicle and to go pick it up. Complainant states, however, when they contacted Respondent, they were informed the vehicle was already sold. Complainant alleges Respondent never contacted them before selling the car to offer them a right of refusal on the vehicle, nor did they ever back out of the agreement for purchase. Complainant states they want their initial down deposit back due to the vehicle being sold to someone else without their permission.

Respondent states Complainant did put a deposit of \$1,000.00 on the vehicle in question on April 9, 2021, with an agreement to pay the remaining balance within 2 weeks. Respondent alleges they continued to call Complainant and/or their spouse for the balance numerous times but did not hear back. Respondent states they finally got an answer on or around April 27, 2021. Respondent states Complainant's spouse told their salesman they were waiting on a check from a job they had completed, and they would send a check for \$5000.00 once they were paid. Respondent states while they did receive a \$5,000 check after that conversation, it was soon returned to them for non-sufficient funds on May 6, 2021. Respondent states after that they again made numerous calls to Complainant and their spouse concerning the returned check. Respondent alleges Complainant finally answering say their spouse had used the wrong account and they would send another check out from the correct account. Respondent states, however, they never received a new check and could not get back into contact with Complainant nor their spouse after their last call. Respondent states based on the actions of Complainant and their spouse, and their failure to fulfill their side of the contract, that the contract was void. As such, Respondent states they sold the vehicle in question on August 2, 2021. Respondent states at no time before the vehicle being sold had the Complainant ever covered the returned check or contacted them back. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**33. 2021071831 (TH)**

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

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

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they purchased a vehicle from Respondent on October 2, 2021. Complainant states they have repeatedly asked Respondent about receiving their registration paperwork. Complainant states they contacted the dealership on several occasions and were told Respondent was going to give the title to Complainant's bank and that it was up to the bank to give authorization on whether to send Complainant the funds to pay the taxes, title and registration fees. Complainant alleges they were told Respondent express-mailed the title to their bank but when they called the bank to check, they had not received it.

Respondent states they followed up with the bank and Complainant on November 1, 2021. Respondent states the bank sent the required title paperwork to Complainant for them to pay the required taxes, register for tags, and the bank's lien. Respondent states they sent the required paperwork to the bank on October 23, 2021, following the typical out-of-state sales procedures. Respondent states they always handle out-of-state sales this way so that the lien is perfected for the lender. Respondent supplied documentation showing they sent the required paperwork that is in question and followed up with both the bank and Complainant after sending the paperwork. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**34. 2021065061 (ES)**

**Date Complaint Opened: 09/17/2021**

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

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent for failing to provide an active city business license. Counsel reached out to Respondent to try to obtain a copy of an active business license but no response was received. Counsel recommends issuing a \$250 civil penalty for the expired city business license.

**Recommendation: Authorize a \$250 civil penalty for expired city business license and refer to local clerk's office**

**Commission Decision: Concur.**

**35. 2021070691 (ES)**

**Date Complaint Opened: 10/19/2021**

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

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent. Complainant is alleging that the Respondent has not sent them their title. Respondent confirms this matter has been resolved and they only issued two temporary tags to the vehicle during the delay. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**36. 2021073821 (ES)**

**Date Complaint Opened: 11/09/2021**

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

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent on April 23, 2021 and had not been able to register it as of September 23. Respondent confirmed Complainant had received their registration and license plate on November 26. Respondent issued three temporary tags to the vehicle and explains this was an out-of-state title which caused delays. Counsel recommends closure.

**Recommendation:** Close.

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

**37. 2021073851 (ES)**

**Date Complaint Opened: 11/09/2021**

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

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent on August 2, 2021 and had not received their registration and license plate as of November 9. Respondent confirmed that the vehicle was registered on November 9 and apologized for the delay. Respondent issued two temporary tags to the vehicle and explains this was an out-of-state title which caused delays. Counsel recommends closure.

**Recommendation:** Close.

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

**38. 2021073491 (ES)**

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

**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 in a timely manner.**

Complainant is alleging unethical conduct and deceptive business practices from the Respondent. Complainant purchased a used vehicle from Respondent on June 18, 2021 and her husband purchased a new vehicle from Respondent five days later. Complainant noticed their husband was charged \$63 less for tax, tag and title fees. Further, Complainant's extended warranty had a \$100 deductible but their husband's extended warranty had no deductible. Respondent states Complainant was reimbursed for the mistake in charges for the registration. Respondent explains that every consumer has a choice in their warranty and whether it has a deductible, and Complainant and husband made different choices. Counsel recommends closure.

**Recommendation:** Close.

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

**39. 2021074111 (ES)**

**Date Complaint Opened: 11/12/2021**

**First Licensed: 09/21/1999**

**Expiration: 09/30/2013 Closed**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent never released lien on vehicle before closing their dealership. Respondent has been closed since 2013. The surety bond information was sent to the Complainant. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**40. 2021068121 (ES)**

**Date Complaint Opened: 10/06/2021**

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

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of instruction for expired county/city business license. 2020 - One complaint closed with letter of warning for expired county/city business license.**

A Notice of Violation was issued to Respondent during inspection on October 5, 2021 for failing to provide proof of an active county business license. Respondent has since provided proof that the active business license was active at the time of inspection. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**41. 2021073021 (TH)**

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

**First Licensed: 12/02/2015**

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant is handling their father's estate who passed away in July of 2021. Complainant alleges their father had purchased a car from Respondent on June 12th of 2020. Complainant states his father had complained to him that he was not able to get the vehicle registered because the title was surrendered in another state. Complainant went to the county clerk to see about the title, and they told them the same thing. The county clerk told them to go to the dealership and request the title. Complainant states they found the car was purchased by Respondent at an auction and the last state it had title in was Alabama. Complainant alleges his dad was in poor health and often confused, and he feels they may have taken advantage of him.

Respondent states they obtained title for the vehicle when they purchased it. Respondent states they had the title when they sold the vehicle to Complainant's father. Respondent states they believe they did all their paperwork correctly and they provided Complainant's father with the title on the day of purchase since he had paid in full for the car. Respondent states they were never contacted about the car until more than a year after purchase when Complainant reached out to them. Respondent states after being contacted, they attempted to reach out to the lot in Alabama that the car had previously been purchased from to get a replacement title or to get the paperwork needed to get a replacement title for Complainant but have not succeeded in getting a response from them. Respondent states they gave Complainant the Alabama car lot's phone number as well as a copy of the Bill of Sale, and a copy they had of both the front and back of the title they had given Complainant's father at the time of purchase.

An investigation was completed. Respondent provided the Investigator the deal file for the purchase in question which included copies of the front and back of the title they gave to Complainant's father at the time of purchase. As such, counsel recommends closure. Counsel also recommends referring this complaint over to the Department of Revenue for them to provide further guidance to Complainant on getting a replacement title and getting the car registered.

**Recommendation: Close and refer to the Department of Revenue.**

**Commission Decision: Concur.**

**42. 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 that just came in for the auction and that 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.**

**43. 2021074441 (TH)**

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

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This is an administratively opened complaint. An anonymous complaint was received from a County Clerk's Office. The Clerk is alleging unlicensed activity by Respondent. There is no record of Respondent as a licensed entity in Tennessee. Their business address and online presence have them located in Florida.

An investigation was conducted. The Investigator contacted Respondent and spoke with their owner. Respondent informed the Investigator that they are a Florida Dealership and are licensed in Florida. Respondent told to the Investigator they have sold vehicles to dealers in Tennessee, and they have delivered cars to Tennessee for clients in the past, but all transactions were handled through their Florida dealership. All documentation provided showed Respondent only selling out of their Florida Dealership. The investigator went to an address in Tennessee that was provided by Complainant but only found an impound lot for a Towing company. The Investigator stated no one was at the address and the gate was padlocked. The investigation did not produce any evidence of unlicensed activity by Respondent and, as such, Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**44. 2021070001 (TH)**

**Date Complaint Opened: 10/15/2021**

**First Licensed: 01/08/2015**

**Expiration: 12/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for deceptive advertising.**

Complainant alleges they purchased a car from Respondent on July 1, 2021. Complainant states while driving on the interstate on July 9, 2021, their radio screen went blank, and the car shut off. Complainant states after picking up their car from the shop they started to smell mildew or molded odor from inside the car. Complainant alleges after calling Respondent again to see if they could find the issue, they discovered it was coming from their trunk. Complainant alleges the car has shut off a total of 4 times since they have had it. Complainant states they did take the car to a mechanic before getting it from Respondent, and now believe

the mechanic may not have given them an honest review of the vehicle. Complainant states it was also later revealed to them that the car has a rebuilt title.

An investigation was completed. During the investigation, the investigator discovered the vehicle purchased by Complainant from Respondent has since been repossessed for failure to make their required payments. Respondent also stated they had addressed any repairs brought to their attention within 30 days of purchase and provided a loaner car while the vehicle was in the shop. Respondent also states all required disclosures were provided to Complainant who signed the required documents. The investigator got the deal file for the sale from Respondent. The deal file does include a signed buyer's guide, a signed disclosure of rebuilt or salvage vehicle and title, a signed odometer disclosure as well as a signed bill of sale, and a signed notice that the vehicle is sold as-is, without warranty, and that the vehicle had prior damage. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**45. 2021070791 (TH)**

**Date Complaint Opened: 10/20/2021**

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

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for failure to provide title in a timely manner.**

Complainant states they purchased a vehicle from Respondent on July 6, 2021. At the time of their complaint, October 20, 2021, they had yet to receive their title or registration information. However, Complainant has since received their title and the vehicle has been properly registered and all issues were resolved. Respondent states the delays were due to staff turnover. Respondent stated to an Investigator they only issued two temporary tags to Complainant during the wait. Respondent provided the Investigator with the issued temporary tag numbers and the dates they expired on. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**46. 2021074141 (TH)**

**Date Complaint Opened: 11/12/2021**

**First Licensed: 07/02/1999**

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

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



Complainant alleges on November 12th, 2021, around 11:01 EST, they came across a vehicle with the appearance of an ambulance with red and white flashing lights approaching the intersection. Complainant alleges the vehicle belongs to Respondent according to the display on the side of their vehicle. Complainant states it only had small lettering on the rear of the vehicle denoting "this is not an ambulance," but bears other markings which mimic the appearance of an ambulance, including the red flashing lights. Complainant alleges Respondent's vehicle appears to violate TCA § 55-9-402. Complainant states other motorists moved out of the way of Respondent's approaching truck, as it had its flashing red lights on.

Respondent states they have printed on the rear of the vehicle "This is not an ambulance" to inform drivers they are not an ambulance. Respondent states the vehicle in question is a previous ambulance that has been turned into a service truck. Respondent states they work on broken-down tractor-trailers and vehicles primarily on the side of the interstate and use the lights to remain safe. Respondent alleges that before putting these types of vehicles into service they spoke with the Department of Transportation and expressed to them what they intended to do with the vehicles. Respondent alleges the Department instructed him to not have any forward-facing red flashing lights. Respondent states they agreed to these instructions and removed or disabled all of the red forward-facing lights and replaced everything forward-facing with amber color lights or disabled them completely. Respondent alleges the primary reason they use these vehicles for repair on the side of the road is for the safety of both their mechanics and their customers. Respondent states for the incident in question they re-entered the roadway after working on a vehicle, got up to a safe speed and then turned off the flashing lights as soon as it was safe to do so. Complainant alleges no one was driving erratically or moving out of the way for them and no flashing lights were facing forward. Respondent states they highly respect the work all police and emergency vehicles perform and would never want to endanger anyone by impersonating an ambulance. Respondent also alleges they have never impersonated an ambulance and that the complaint is unfounded. Counsel recommends closure for the complaint against Respondent. Counsel also recommends referring this complaint to the Department of Transportation and the Department of Safety to ensure the vehicle in question is compliant with those agencies.

**Recommendation: Close and refer to the Department of Transportation and the Department of Safety.**

**Commission Decision: Concur.**

**47. 2021073891 (ES)**

**Date Complaint Opened: 11/09/2021**

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

**Expiration: 01/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Arkansas whose vehicle was towed to Respondent's service department on October 22, 2021 for inspection related to an overheat warning. Respondent made repairs and when it was picked up by Complainant's wife, the check engine light came on before the vehicle left the parking lot. Complainant's wife took the vehicle back to the service department

because she did not want to take it with another warning light on. The service tech brought it back out after getting the check engine light to turn off and Complainant's wife drove away with the vehicle. After driving 30 miles, the engine overheat warning came on and Complainant's wife pulled over to the side of the road. Respondent sent a tow truck to pick up the vehicle and it was brought back to the service department. Respondent later reached out to Complainant and stated the vehicle failed a block test to test the integrity of the engine, although it had passed before the vehicle was picked up after repairs. Respondent explained the remedy at that point was an engine replacement (\$23,000) or trading the vehicle. Complainant feels they are a victim of Respondent's inadequate diagnosis and repairs. Respondent states the engine damage occurred before the coolant leak repair they performed, noting the pipes had signs of melting from the original engine overheat. Respondent has kept communications open with Complainant until they stopped and did not return the loaner by the deadline. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**48. 2021076081 (ES)**

**Date Complaint Opened: 11/24/2021**

**First Licensed: 08/28/2019**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on November 22, 2021 for failing to provide proof of active county and city business licenses. Respondent has since provided proof that both licenses were active at the time of inspection. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**49. 2021074601 (ES)**

**Date Complaint Opened: 11/17/2021**

**First Licensed: 05/18/2017**

**Expiration: 05/31/2023 - CLOSED**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent on November 2, 2021. Respondent called Complainant and explained they were going out of business and suggested Complainant file this complaint and a claim with their surety bond to get the title for the vehicle. Complainant has the surety bond information and this information has been provided to the licensing division to note that Respondent has closed their dealership. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**50. 2021075241 (ES)**

**Date Complaint Opened: 11/18/2021**

**First Licensed: 05/18/2017**

**Expiration: 05/31/2023 - CLOSED**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent on October 17, 2021 and never received the permanent tag in the mail as expected. Respondent went of business and suggested Complainant file this complaint and a claim with their surety bond to get the title for the vehicle. Complainant has been provided with the surety bond information and this information has been provided to the licensing division to note that Respondent has closed their dealership. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**51. 2021075601 (ES)**

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

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges they knew there were mileage inconsistencies with the odometer. Complainant did file a police report and later informed Counsel that another auto dealer tampered with the odometer. However, Complainant feels Respondent has been dishonest about knowing it had been tampered with. Respondent provided the deal file and all documents show a mileage that match the odometer at the time it sold, so there is no proof that Respondent knew about the inconsistencies. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**52. 2021075631 (TH)**

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

**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 they leased a car from Respondent in March 2021. Complainant states they received two temporary tags from Respondent but at the time of the complaint had yet to receive their permanent tags. Complainant alleges due to the delay in them receiving the permanent tags they have been pulled over multiple times. Complainant states they called Respondent numerous times about the status of their tags.

Respondent states the issue has since been resolved and Complainant has received their registration and tag. Respondent alleges the reason for the delay in issuing the tag was due to Complainant and their co-lessor not providing requested information to Respondent. Respondent states they requested additional documentation from Complainant and their co-lessor for proof residency but that they were refused the documentation by Complainant until November 8, 2021. Respondent alleges once they received the required information, they immediately submitted all tag and title paperwork to the local county clerk's office. Respondent states they confirmed with Complainant that they received their permanent tag from the clerk's office. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**53. 2021076721 (TH)**

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

**First Licensed: 05/14/2007**

**Expiration: 04/30/2019 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they have paid off their car purchased from Respondent a few years ago. Complainant alleges they wanted to sell their car, so they went to get a copy of the title of their car. Complainant alleges they were informed there was still a lien on the title. Complainant was instructed to get a signed and dated release from the finance company. However, when Complainant reached out to them, they learned they were no longer in business. As such, Complainant attempted to reach Respondent but learned they had since gone bankrupt and were also no longer in business. Complainant was sent Respondent's surety bond information. As such, counsel recommends to close and flag.

**Recommendation: Close and Flag.**

**Commission Decision: Concur.**

**54. 2021071521 (TH)**

**Date Complaint Opened: 10/23/2021**

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

**Expiration: 03/31/2022**

**License Type: Recreational Vehicle Dealer**

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

Complainant alleges Respondent sold them a camper without title and that Respondent did not disclose this to them. Complainant states they had to call Respondent multiple times in order to figure out what was going on. Complainant alleges they were first told Respondent had lost the title, then that they would file for a replacement, and then eventually that the camper didn't have a title. Complainant alleges after multiple calls and emails Respondent did come to pick up the camper and refund them their money.

Respondent states Complainant and their spouse met with a salesperson in another states branch location. However, they ended up preferring a camper that was located in Tennessee better. Respondent states since they coordinate with their counterpart dealers, they provided Complainant and their spouse with information on the Tennessee camper they were interested in. Respondent states they purchased this unit new in 2016. Respondent states the unit was then sold in retail in 2018, and since the original MSO (manufacturer's statement of origin) had been misplaced a bonded title was provided. Respondent alleges the unit was then traded in two (2) years later. Respondent alleges they did not realize the unit had a bonded title when they were dealing with Complainant. Respondent alleges when this was discovered Respondent offered to cover any additional relative costs Complainant faced, but Complainant expressed this was not the route they wanted to take. Respondent states after efforts to find an acceptable alternative unit failed, at Complainants request, the transaction was reversed, their payment was refunded in full, and the unit was picked up. Respondent states while the unit has a bonded title in Tennessee it was never processed for Complainant in their home state because Respondent did not believe that was the route Complainant wanted to proceed with. Respondent states they apologize if that was not what Complainant actually wanted. Respondent states the issue has been resolved and they have picked up the unit from Complainant and returned their money to them. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**55. 2021074511 (TH)**

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

**First Licensed: 05/23/2007**

**Expiration: 04/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$250 civil penalty for expired county business license.**

Complainant states they purchased a vehicle from Respondent. Complainant states they have had continuous issues with the car since purchased. Complainant states the check engine light came on and Respondent told them it was the fuel pump. Complainant alleges Respondent replaced the fuel pump but that a couple of days after all the gas was "wasted" in their

driveway. Likewise, Complainant alleges despite Respondent replacing the battery it was consistently still shutting down. Complainant alleges Respondent was attempting to just “turn off” the warning lights that were on rather than fixing the issue. Complainant alleges they also never received their permanent tags.

In response to this complaint, Respondent answered stating they have never attempted to “cut” the warning lights off and they do not even know a way to do that. Respondent states they actually completed additional work on the vehicle at their own loss and at no cost to the Complainant a month after purchase. Complainant states, nevertheless, the check engine light did not come on until sometime after purchase and that Complainant purchased the vehicle “as-is.” Respondent states Complainant voluntarily signed the as-is warranty notice. Respondent states that their actions of assisting with the purchase, and subsequent repair of the vehicle at no additional cost to Complainant, was in the best interest of Complainant and was their attempt at working with them as best they could.

Respondent’s attorney states Respondent has had the permanent tags for the vehicle transferred and available for pickup by the Complainant. They state Respondent has made this known to Complainant. Respondent was waiting on the tag paperwork from the credit company to come in and once that arrived, they were made immediately available to Complainant. However, Complainant is unresponsive and has not come to pick anything up. Rather, according to Respondent’s attorney, Complainant has actually since dropped their vehicle off at Respondent’s place of business stating they no longer want it, and they are delinquent on payments. Respondent states they only ever issued two temporary tags to Complainant while waiting for the permanent tags. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**56. 2021076061 (ES)**

**Date Complaint Opened: 11/24/2021**

**First Licensed: 06/13/2016**

**Expiration: 05/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with letter of warning for misuse of dealer plate.**

Complainant is a resident of Indiana who purchased a used vehicle from Respondent on December 23, 2016 which was advertised as “Certified Pre-Owned.” Further, they allege the warranty would cover 36,000 miles or 5 years. Complainant alleges the vehicle had total engine failure on or around September 25, 2021. Complainant claims the vehicle was never registered as certified pre-owned and the warranty is not being honored. Respondent states the vehicle had an in-service date of December 7, 2015, so when Complainant bought it, the vehicle only had 24 of the 36 months left on the manufacturer’s warranty. The certification only added an additional 24 months to the warranty and it expired after the additional 24 months on December 7, 2020. However, Respondent has since stated they made a mistake which they have rectified, and the coverage is still active which resolves the issue. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**57. 2021076501 (ES)**

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

**First Licensed: 10/16/2015**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on August 27, 2021 and had not received the permanent tag as of December 1. Respondent explained that Complainant had halted the process twice by trying to cancel the deal and return the vehicle. That caused significant delays because the contract had to be regenerated each time. Respondent confirmed the registration paperwork was submitted on December 3 and there will be no more temporary tags issued (only three had been issued). Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**58. 2021073511 (ES)**

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

**First Licensed: 10/30/2014**

**Expiration: 09/30/2020 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent back in 2020 when the dealership was still in business. Respondent closed in September 2020 and their license has since been expired. Complainant's ex-stepfather ran the business and sold them the vehicle. Complainant states Respondent attempted to reconcile a salvage title but was denied because the dealer license had already expired. Complainant filed this complaint in hopes that we could assist them. Complainant was provided with Respondent's surety bond information. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**59. 2021079001 (ES)**

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

**First Licensed: 11/04/2020**

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**



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

Complainant purchased a used vehicle from Respondent on November 5, 2021 and was told they would receive the title and registration in the mail within 30 days. Complainant filed the complaint on December 13 after Respondent told them there was a delay because there was a mileage discrepancy. Respondent states the error was on their part; they had written down the mileage as 107,468 when it was actually 107,622. Respondent has corrected the mistake and sent the corrected paperwork to the clerk's office on December 3. Respondent will send the title and tag as soon as it is received. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**60. 2021076171 (TH)**

**Date Complaint Opened: 11/27/2021**

**First Licensed: 03/31/2017**

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

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

On October 30, 2021 Complainant states they went to Respondent's place of business in an attempt to trade in their vehicle. Complainant states they signed the paperwork for the car they decided on and alleges Respondent said to them once their spouse signed the paperwork they would be done, and their tags would arrive in a few weeks. Complainant alleges a few days later they received a phone call from Respondent expressing there was a piece of paperwork that had not actually been signed. Complainant states due to their work schedules they were not able to go back over to Respondent's to sign the rest of the paperwork. Complainant states on November 27, 2021, they contacted Respondent to see where their tags were.

Respondent states the tag work not being completed on the vehicle was because they had to apply for a lost title. Respondent states they have not yet received the title in the mail. Respondent states, however, if for any reason they are not able to get the tag in before Complainant's second temporary tag expires, then they will work something out with the Complainant.

Respondent emailed counsel on December 20, 2021, stating they have submitted all required paperwork for the duplicate title to the state of Florida. Respondent states only two temporary tags have been issued to Complainant. Respondent states that no more temporary tags will be issued, and they are helping Complainant in other ways. Respondent states their title clerk is following up daily concerning this matter in order to ensure that it gets fixed. Respondent states the title work will be completed the day they receive the title, and they will inform counsel when it is completed. Respondent additionally updated counsel on January 14, 2021, stating they are expected to get the duplicate title on Monday, January 17, 2022. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**



**61. 2021076671 (TH)**

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

**First Licensed: 10/27/2016**

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant states they bought a vehicle from Respondent on October 27, 2021. Complainant states upon getting it home, the vehicle died. Complainant asked Respondent to switch the vehicle for another one, which Respondent did. Complainant also states at the time of their complaint, they had not yet received the title. Respondent answered stating they have been in contact with Complainant consistently and have done all they can to address their concerns. Respondent also states they have delivered the title to Complainant, and it was done within one month of purchase. Complainant now wants to withdraw their complaint as all issues have been resolved. Complainant states they now feel they acted too fast with filing the complaint due to anxiety of possibly not getting a title or there being issues with the car. However, Complainant states Respondent has gone above and beyond to get their issues resolved and ensure they are happy with the purchase. Complainant states they are very satisfied with the way things were handled and they are confident they can handle things by themselves if there any issues are going forward. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**62. 2021077381 (TH)**

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

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

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they purchased a vehicle from Respondent on April 19, 2021, with their spouse. Respondent states their spouse noticed a "vibration" in the braking system before purchase. Complainant states a salesperson for Respondent expressed to them an inspection would be conducted before the sale finalization. After the inspection, Complainant states Respondent reached out and informed them the front brake was replaced, as well as the front brake rotors. Complainant states the sale was finalized on April 19, 2021, under the assumption those issues were resolved. However, in October 2021 Complainant's spouse requested they drive the vehicle to see if they also thought the brakes had begun to "vibrate" again. Complainant states they agreed there seemed to be vibrations, so they brought it back to Respondent for inspection on November 9, 2021. At this point Complainant states, they were told by Respondent the rotors needed to be replaced as they were re-surfaced last time and not replaced. Complainant states they were told by Respondent they would look into it around late November but had not heard back at the time of the complaint.

Respondent states all issues have since been resolved and Complainant is satisfied. Respondent states they contacted Respondent on December 3, 2021, when they became aware of the complaint. Respondent states Complainant agreed to bring the vehicle to the service department on December 7, 2021, to replace both the brake pads and rotors with brand new parts. Respondent states they arranged for Respondent's spouse to drop the car off and agreed to provide a loaner vehicle from their dealership. Respondent states on December 9, 2021, they contacted Complainant to ensure they were satisfied with the work and satisfied with the resolution of this matter. Respondent states Complainant expressed to him that while Complainant wishes they would have communicated better at the start they are now satisfied with the situation because of Respondent's prompt resolution to this matter. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**63. 2021076131 (TH)**

**Date Complaint Opened: 11/25/2021**

**First Licensed: 02/02/2001**

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they went to Respondent in hopes of purchasing a new vehicle. Complainant states, however, they were told by Respondent they would have to pay \$4996.00 on top of the MSRP of the vehicle. Complainant states after being told this they decided to walk out. Complainant states as they were walking out, Respondent got mad and told them not to come back to the dealership. Complainant claims Respondent was threatening to them. Complainant alleges Respondent is attempting to defraud their customers. Complainant states they did not yell at Respondent.

Respondent states Complainant's accusations are not true. Respondent alleges Complainant came to their dealership wanting to purchase a specific vehicle but later decide not to and left the dealership. Respondent states after this they reached out to Complainant to see if they were still interested in the vehicle. Respondent states Complainant expressed to them that while they were no longer interested in the original vehicle they may be interested in another vehicle with "better options." Respondent states later that week Complainant returned to their dealership to look at other vehicles. Respondent alleges due to the limited number of cars they have in stock, they showed Complainant a specification sheet for vehicles as examples of options that were available to order. Respondent states that once they gave Complainant the sheet, they became visibly upset. As such, the salesperson went to get someone in management to speak with Complainant. Respondent states as a manager came over to introduce themselves Complainant started to yell and walk towards the door to leave. Respondent alleges Complainant started to yell insults and obscenities at the manager. Respondent states they then expressed to Complainant if they were going to be aggressive to them then they would prefer Complainant to leave the dealership. Respondent asserts they did not attempt to defraud Complainant nor any of their other customers. Respondent further

states they did not even get the chance to present Complainant with a buyer's order offering to sell the vehicle at the price Complainant claims they objected to. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**64. 2021077371 (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.): 2016 – One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.**

Complainant alleges they purchased a vehicle from Respondent. Complainant states Respondent closed their doors shortly after their purchase. Complainant states Respondent did not register the vehicle promptly, and that they were notified there was money still owed on Respondent's floorplan before the title could be released. Respondent states Complainant is correct, and they have shut down. Respondent states they are having both medical and money problems and were forced to close. Respondent's license was closed as of 09/24/2021, and Complainant was given Respondent's surety bond information. As such, counsel recommends to close and flag.

**Recommendation: Close and Flag.**

**Commission Decision: Concur.**

**65. 2021078031 (ES)**

**Date Complaint Opened: 12/07/2021**

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

**Expiration: 03/31/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2016 – One complaint closed with letter of warning for incomplete temporary tag log.**

Complainant purchased a vehicle from Respondent on September 30, 2021 and after receiving two temporary tags, went to the dealership to ask about the delay in getting a permanent tag. Complainant found that Respondent was no longer at the location, the gate was locked and Coldwell Banker notice was posted. Respondent states the property they were leasing for over 30 years had been sold. Respondent confirms Complainant's vehicle has since been registered and permanent tag received. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**66. 2021079711 (ES)**

**Date Complaint Opened: 12/17/2021**

**First Licensed: 03/09/1998**

**Expiration: 02/28/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Georgia and alleges Respondent is using the pandemic to prey on consumers with exploitative sales tactics. Complainant alleges they were “roped in” by internet pricing only to be told Respondent doesn’t honor quotes generated from the website Complainant was using. Respondent would allegedly have a \$2,000 markup. Complainant is upset that Respondent told them they could not use a pre-approved credit union for a loan because Respondent would have to finance it, with a cap on the down payment of \$10,000, a rate of more than 4% and a penalty for payment before 6 months. Complainant made no purchase. Respondent states the auto market has been drastically affected in the past 24 months due to COVID. Because of the retail environment, the Tundra Complainant was interested in has seen a market adjustment in pricing. Respondent states they have been transparent with Complainant since their first communication and have offered them several different options to purchase the truck. Respondent states they are constantly making adjustments to their website to keep up with inventory fluctuation and pricing to provide a transparent shopping experience for consumers. Respondent could understand Complainant’s frustration if they had not been up front with them, but Respondent denies the allegations. Counsel recommends closure.

**Recommendation: Letter of warning for deceptive practices.**

**Commission Decision: Concur.**

**67. 2021074901 (ES)**

**Date Complaint Opened: 11/18/2021**

**First Licensed: 11/12/2003**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dismantler/Recycler**

**History (5 yrs.): 2019 – One complaint closed with \$500 civil penalty for unlicensed activity and expired county business license.**

A Notice of Violation was issued to Respondent during inspection because it appeared their business tax license was expired as well as their D & R license. Respondent has since provided proof that both were active at the time of inspection and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**68. 2021077441 (ES)**

**Date Complaint Opened: 12/04/2021**  
**First Licensed: 03/15/2007**  
**Expiration: 01/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent on March 20, 2021 and alleges it was wrongfully repossessed. Complainant admits they missed their payment due on November 4 and told Respondent they could pay it in two weeks. The vehicle was repossessed on November 30 and Complainant alleges Respondent refuses to communicate with them. Respondent states Complainant is harassing them outside of business hours and refused to meet with them at a scheduled time during business hours. Respondent states Complainant had made several payments late prior to the repossession, missed payments in the past, provided an invalid drivers license and lied about keeping insurance active on the vehicle. Respondent provided proof to back up their statements but Complainant did not. There is no evidence this was a wrongful repossession and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**69. 2021079971 (ES)**

**Date Complaint Opened: 12/20/2021**  
**First Licensed: 04/16/2013**  
**Expiration: 02/28/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant makes allegations that Respondent has lied about the down payment made on the sales contract and lied about the location of the vehicle being traded in to get a transaction funded. Complainant does not explain further or provide any more details to support or explain their allegations. Respondent provides proof that the trade-in vehicle has been paid off in full and provided the deal file. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**70. 2021080321 (ES)**

**Date Complaint Opened: 12/22/2021**  
**First Licensed: 01/27/2020**  
**Expiration: 01/31/2022**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2020 – complaint closed with \$750 civil penalty for advertising violation;**  
**2021 – complaint closed with \$10,000 civil penalty for advertising violations and requiring Respondent to appear before Commission**

This complaint is duplicative and filed by the same Complainant who filed the complaints about advertising that led to the recent \$10,000 civil penalty. Complainant is mistakenly taking issue with Respondent advertising “up to \$8,000 over KBB for a trade.” There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**71. 2021080721 (ES)**

**Date Complaint Opened: 12/28/2021**

**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 for their granddaughter who lives in New York. Complainant admits that there was confusion about where the title was to be sent and Respondent sent the title to the address on the Bill of Sale in New York. Complainant wanted the title to hold on to and states that it has been lost in the mail after their granddaughter sent it back to them. Any error was not intentional and Respondent has applied for a duplicate title for Complainant. Complainant is upset about how long it is taking to receive the duplicate title but Respondent has done everything they can and explains they are on the clerk’s timeline at this point. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**72. 2021078731 (TH)**

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

**First Licensed: 12/17/2010**

**Expiration: 10/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they visited Respondent’s dealership on November 29, 2021. Complainant states they were greeted by the owner. Complainant alleges they picked a vehicle and were told they were approved for financing. Complainant states they feel the owner of Respondent seemed “a little off.” Complainant alleges they then saw the owner grab a beer and take a drink of it. Complainant states Respondent then said they needed some pieces of current mail to prove where Complainant lived. Complainant claims they went back to Respondent’s dealership on December 1, 2021, to bring their proof of residency when they saw their social security number and other private information laying out on the desk “where anyone could see or grab it.” Complainant

states when they asked about why their material was on the table, Respondent simply stated no one else had seen the information. Complainant claims Respondent began to get very loud and started to slur their words. Complainant states then grabbed their items off the desk and left the dealership.

Respondent alleges the complaint is incorrect and false. Respondent states they have a belief on who filed the complaint against them as a retaliatory action. Respondent alleges they believe disgruntled employees who were let go three days before the filing of the complaint are the ones who filed the complaint. Respondent states while Complainant alleges Respondent ran their credit that when they pulled the last 60-days of credit searches in their system there was no record of the Complainant's name ever being previously run. Respondent states they searched the last 60-days of records because Complainant alleges, they came in on November 29, 2021. Respondent states they are not able to delete people from the credit system. Respondent supplied documentation showing that Complainant's name is not in their credit system. Respondent states, accordingly, they never worked with anyone with the name of the Complainant. Respondent also alleges the claims of the owner drinking on the job are false and the owner does not drink at all. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**73. 2021079491 (TH)**

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

**First Licensed: 07/07/2017**

**Expiration: 07/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they purchased a vehicle from Respondent. Complainant states they paid for the vehicle in full when purchasing it. Complainant alleges they were told by Respondent they would receive the title in seven to ten business days. Complainant states at the time of the complaint, December 16, 2021, had yet to receive the title. However, Respondent states on December 22, 2021, they received the title, and Complainant has since picked it up. Respondent states the delay in the title was due to a hold-up on the seller's (an online motor vehicle dealership) side through an Auto Auction. Respondent alleges they reached out to the auction on multiple occasions to be told to just wait. Respondent states they were told the online dealership was waiting on a duplicate title. Respondent states they offered Complainant a full refund on their car purchase if they did not want to continue waiting for the title. However, Respondent has confirmed to counsel all issues have since been resolved and Complainant has picked up the title. Respondent informed counsel they issued three temporary tags to the vehicle. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**74. 2021079621 (TH)**

**Date Complaint Opened: 12/17/2021**

**First Licensed: 03/13/1997**

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a car that did not run properly. Complainant alleges they believe the car could have electrical issues. Respondent answered stating they were unable to find any information relating to a customer bearing the name of Complainant. Respondent also alleges they do not have any record of the vehicle that is the subject of the complaint having ever been owned by them or involved in any transaction with them as a party. Respondent states they believe Complainant mistakenly attached them as a party to their complaint and they know of other dealers with similar names that are not associated with them. Complainant did not respond to this nor did they provide any evidence of them having a transaction with Respondent. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**75. 2021076161 (TH)**

**Date Complaint Opened: 11/26/2021**

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

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – one complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s). 2021 – Two complaints closed with letter of warning for late delivery of title.**

Complainant states Respondent notified them they were waiting to receive title for the vehicle Complainant purchased. Complainant alleges this caused them to have problems with their tags. Complainant has since expressed to counsel that Respondent received the title and provided it to them. Complainant stated they now have permanent tags, and their issues with Respondent were resolved. As such, counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**REPRESENTATIONS**

**76. 2020097391 (TH - SH)**

**Date Complaint Opened: 2020097391: 12/26/2020**

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

**Expiration: 08/31/2021 (Closed)**



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

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

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

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

**Commission Decision: Concur.**

**New Information: Respondent has closed its business in May 2021 and cancelled its license.**

**New Recommendation: Close and Flag**

**New Commission Decision: Concur.**

**77. 2020096721 (TH - SH)**

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

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

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

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

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

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

**Commission Decision: Concur.**

**New Information: Respondent submitted a Court Order showing this matter was litigated in the local courts and resulted in favor of the Respondent on 11/10/2021. Paperwork shows the vehicle was not advertised as alleged by Complainant. All proper odometer notices were signed and acknowledged by Complainant. Counsel recommends closure.**

**New Recommendation: Close**

**New Commission Decision: Concur.**

**78. 2020083971 (TH - SH)**

**Date Complaint Opened: 10/27/2020**

**First Licensed: 06/30/2020**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant, a Georgia resident, purchased a vehicle in TN and requested the sales tax to be included in the purchase price. Complainant paid in full including the sales tax. When Complainant went to register the vehicle in GA, the tax had not been paid, and claims the Respondent is refusing to help.

Respondent claims they charged Complainant the TN sales tax, as instructed by the Dept. of Revenue, and the GA sales tax is the responsibility of the Complainant. Respondent did not need to collect TN sales tax since the Complainant was a GA resident and taking the vehicle to GA within 72 hours. Respondent should have completed a 3-day affidavit and submitted with their monthly sales tax. Complainant would then pay GA sales tax when registering the vehicle in GA. Respondent did submit the sales tax to Department of Revenue.

**Recommendation:** Authorize a civil penalty of \$500 if Respondent does not agree to refund the Complainant the sales tax and tag fee within 30 days. If fees are refunded, complaint will be closed with no penalty.

**Commission Decision: CONCUR.**

**New Information: The Respondent has closed its business and cancelled its license as of 11/16/2021.**

**New Recommendation: Close and flag**

**New Commission Decision: Concur.**

**79. 2021062751 (TH - SH)**

**Date Complaint Opened: 09/04/2021**

**First Licensed: 10/06/2003**

**Expiration: 06/30/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant, a Florida resident, purchased a vehicle on 4/30/2021 for \$5,999. Complainant paid \$500 cash for down payment and issued a bank check for \$5,499 on 5/2/2021. After four days,

Respondent had not received the check. Complainant wire transferred the \$5,499 that day. Complainant's wife picked up the vehicle to drive back to Florida. The vehicle allegedly broke down after 50 miles. Complainant alleges Respondent must have known of mechanical issues before the sale. Upon arriving in Florida, a mechanic inspected the vehicle and estimated repair costs of over \$4500. Also, when Complainant went to register the vehicle, it was discovered that Respondent did not register the vehicle in their name nor provided an executed title after the sale, therefore, Respondent allegedly sold the vehicle with an open title. Complainant also alleges that Respondent has been unjustly enriched by keeping an extra \$5,499 after receiving the check. Complainant has hired a lawyer and demanded restitution and release from the contract.

Respondent has also hired a lawyer. In response, Respondent states that the Complainant's wife came to pick up the vehicle and noted many of the defects with the vehicle before the purchase. The wife contacted Complainant and informed him of the defects and instructed her to move forward with the purchase. The vehicle was purchased "as is". Complainant was initially going to wire the money but there were issues so they were instructed by Complainant on 5/7/2021 to deposit the check from the bank. Respondent was notified that the wire transfer was stopped. Respondent later received it the wire transfer and upon noticing the money, Respondent mailed a check, via certified mail, to Complainant on 7/15/2021. Complainant claimed the check was not included in the mailing so Respondent stopped payment. Another check for the \$5,499 was sent on 8/13/2021 and Complainant again has claimed the check was not received. Respondent's attorney has now obtained the funds in escrow and is willing to send to Complainant's attorney.

A copy of the back of the title shows the seller signed and sold the vehicle to Respondent but Respondent never signed it. Additionally, the Respondent never assigned the vehicle to Complainant after the purchase.

Recommendation: Authorize a civil penalty of \$500.00 for possession of an open title.

Commission Decision: Concur.

**New Information: The title was submitted by Complainant in the original complaint. It showed an open title. However, after reaching out to the Respondent, he submitted the title and re-assignment supplement showing the Respondent properly assigned to Complainant and closed it out.**

**New Recommendation: Close**

**New Commission Decision: Concur.**

**80. 2021059701 (TH - SH)**

**Date Complaint Opened: 08/16/2021**

**First Licensed: 09/09/2008**

**Expiration: 08/31/2022**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle on 6/10/2021 but has not received permanent tags. Only two have been issued and dealer is refusing to give a third. Complainant has continually tried to obtain the title to register the vehicle. Respondent claims they have been in and out of the hospital for

the last two months. Respondent has also provided the Complainant numerous opportunities to pick up the title to register the vehicle. After 3 months, Respondent has not registered the vehicle in Complainant's name even though Complainant paid for registration at the time of sale.

Recommendation: Authorize a civil penalty in the amount of \$500 for failure to register vehicle.

Commission Decision: Concur.

**New Information: Apparently, the information originally submitted by Complainant is not correct. The Bill of Sale submitted by Respondent shows that the Complainant did not pay for registration and texts show that Complainant failed to provide the emissions testing in order for Respondent to properly register the vehicle. Complainant also owes a balance to Respondent, so therefore he would not be entitled to the title.**

**New Recommendation: Close**

**New Commission Decision: Concur.**

**81. 2021061351 (ES)**

**Date Complaint Opened: 08/26/2021**

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

**Expiration: 01/31/2022**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during an inspection on 8/24/21 for failure to provide proof of an active city business license. Counsel recommends issuing a \$250 civil penalty for the expired business license.

Recommendation: Authorize a \$250 civil penalty for expired city business license and refer to appropriate city clerk.

Commission Decision: Concur.

**New Information: Respondent provided proof that the city business license was active at the time of inspection. Counsel recommends closure.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**82. 2018061911 (ES)**

**Date Complaint Opened: 08/30/2018**

**First Licensed: 06/19/2012**

**Expiration: 07/31/2021**

**License Type: Motor Vehicle Salesman**

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

This is an administrative complaint based on information indicating Respondent may be selling salesman licenses. Respondent is not licensed with the Commission. This complaint was last investigated in September 2018, therefore Counsel requests this be placed in Monitoring so a new investigation can be conducted.

Recommendation: Place in Monitoring

Commission Decision: CONCUR

New Information: Respondent is a licensed salesperson at a licensed dealership owned by their son. An investigation revealed that Respondent operates a “broker program” that enrolls members for certain fees and is responsible for processing member’s State of Tennessee salesman licenses. The investigation also revealed that a member of the broker program had never been licensed as a salesperson. Respondent had charged Respondent for a license, a fee on each vehicle sold, and told them they could sell from anywhere and test drive without a tag. Respondent states their program is an educational one designed to teach enrollees about the auto business and to discourage curbstoning and unlicensed sales. The program’s enrollment requires an entry fee, ongoing monthly fee and a doc fee for the sale of each vehicle. Respondent also runs a website and claims the site is a content provider that does not engage in the actual sale of cars, but that it consults individuals wanting to get started in the auto business.

Respondent was investigated for similar conduct in 2014 when they owned their own licensed dealership. That investigation led to Respondent losing their salesperson license and dealership license. It had been recommended that Respondent come before the Commission before obtaining another license in the future, but the Department did not have the capability to flag a person or their license at that time. Respondent was able to obtain their salesperson license again in 2017 and it seems they immediately went back to engaging in the problematic business practices that led to revocation.

Although charging for and claiming proper licensure for a member of Respondent’s program, Respondent misrepresented the member’s licensure and allowed them to unlawfully engage as a motor vehicle salesperson without first obtaining a license. Counsel recommends Respondent’s salesperson license be revoked pursuant to T.C.A. § 55-17-114(a)(1)(F) (practicing fraud in the conduct of business), (b)(1)(G)(employing person(s) who are not licensed as a salesperson) and (b)(1)(K) (engaging in false, fraudulent or deceptive business practices).

New Recommendation: Authorize revocation of salesperson’s license for violations of TCA §§ 55-17-114

New Commission Decision: Concur.

**New Information: Multiple attempts have been made to serve Respondent with the proposed Consent Order for revocation by regular mail, certified mail and email. After all mail was returned undeliverable, and investigator was asked to find and serve Respondent. The investigator was unable to serve Respondent despite attempting all known residential addresses and possible work addresses. Respondent does not currently have a salesperson’s license and never showed up to the last dealership who hired them. The investigation revealed that Respondent has never provided our office with an address that is actually associated with them. Due to the inability to locate Respondent and their lack of an active**

salesperson's license at any dealership, Counsel recommends closing and flagging this complaint.

**New Recommendation:** Close and flag.

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

**83. 2021011991 (TH)**

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

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

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

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

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

**New Information:** A follow-up investigation was conducted. The investigator found that Respondent was not selling any vehicles or that any had previously been sold Respondent. The Investigator did not see any vehicles for sale or anything on Respondent's Facebook advertising them selling cars. The Investigator could not find any proof of Respondent selling cars or of them ever exceeding the number of car sales allowed by law. As such, counsel recommends closure.

**New Recommendation:** Close.

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

**84. 2021062431 (ES)**

**Date Complaint Opened: 09/01/2021**

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

**Expiration: 07/31/2023**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on 8/27/21 for having an expired dealer license, expired liability insurance, expired city business license and being in possession of two open titles. Counsel recommends issuing a \$500 civil penalty for unlicensed activity, \$500 for expired liability insurance, \$250 for expired business license and \$1,000 for two open titles, for a total \$2,250 civil penalty.

Recommendation: Authorize a \$2,250 civil penalty for unlicensed activity, expired liability insurance, expired city business license and possession of two open titles and refer to appropriate city clerk.

Commission Decision: Concur.

**New Information:** Respondent provided proof that their liability insurance never lapsed and was active at the time of inspection. Respondent further provided proof that their city business license was also active during inspection. Counsel recommends reducing the civil penalty to \$1,500 considering Respondent admits their dealer's license briefly expired and they were in possession of two open titles.

**New Recommendation:** Authorize the civil penalty to be reduced from \$2,250 to \$1,500 for unlicensed activity and possession of two open titles

**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.**

### **VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</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>Victor Evans</b>	<b>YES</b>

**MOTION CARRIED**

**LEGISLATIVE UPDATE – Chief Counsel, Anthony Glandorf**

**NONE**

**RULES COMMITTEE**

Nothing to Report

**AUDIT COMMITTEE**

Nothing to Report

**NEW BUSINESS**

NONE

**OLD BUSINESS**

NONE

**ADJOURN**

Chairman Roberts called for a motion to adjourn.

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

**VOICE VOTE - UNANIMOUS**

**MEETING ADJOURNED**

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