

# MINUTES

April 25, 2023



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

**TENNESSEE  
MOTOR VEHICLE COMMISSION MINUTES**

**DATE:** April 25, 2023

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

**PRESENT:** Commission Members:

Nelson Andrews  
Sandra Elam  
Victor Evans  
Nate Jackson  
Karl Kramer  
Ian Leavy  
Debbie Melton  
Eleni Speaker  
Farrar Vaughan  
Clay Watson  
Charles West  
John Roberts

**ABSENT:** John Barker  
Jim Galvin  
Stan Norton

**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>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

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

**VOICE VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**SALESPERSON/DEALER APPLICATIONS APPEALS**

**Mohammad Kamah, Alpha Motors, 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 grant the license, seconded by Commissioner Vaughan.

**ROLL CALL VOTE**

<b>Nelson Andrews</b>	<b>NO</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Victor Evans</b>	<b>NO</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**

Allison Miracle, Boat N RV Supercenter, Rockwood, 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 Melton.

**ROLL CALL VOTE**

Nelson Andrews	YES
Sandra Elam	YES
Victor Evans	YES
Nate Jackson	YES
Karl Kramer	YES
Ian Leavy	YES
Debbie Melton	YES
Eleni Speaker	YES
Farrar Vaughan	YES
Clay Watson	YES
Charles West	YES
John Roberts	YES

**MOTION CARRIED – LICENSE GRANTED**

Stephen Lauerman, Nissan of Cookeville, Cookeville, 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 Vaughan moved to grant the license, seconded by Commissioner Elam.

**ROLL CALL VOTE**

Nelson Andrews	YES
Sandra Elam	YES
Victor Evans	YES
Nate Jackson	YES
Karl Kramer	YES
Ian Leavy	YES
Debbie Melton	YES
Eleni Speaker	YES
Farrar Vaughan	YES
Clay Watson	YES
Charles West	YES
John Roberts	YES

**MOTION CARRIED – LICENSE GRANTED**

**Terry Phillips, Galaxy Ford, Smithville, TN**

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

**ROLL CALL VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Victor Evans</b>	<b>NO</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**

**Gumiza Auto Sales and Service, Inc., Nashville, TN**

**Staff Attorney, Erica Smith, indicated that because the above-mentioned appellant was related to a case on the legal report, the owner of the dealership has requested to address the Commission and answer any questions regarding the alleged violations outlined in the report. After discussion with the licensee, a motion was made by Commissioner Leavy and seconded by Commissioner Vaughan, to authorize a \$13,000 civil penalty for selling salvage vehicles without rebuilt titles, failing to use proper disclosure form and issuing numerous temporary tags to salvage vehicles; require monthly audits of dealership for one year and any violations found will result in immediate revocation of license; require submission of annual sales report by April 28, 2023 and payment of \$100 late fee upon submission.**

**ROLL CALL VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>



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

Number of Complaints Opened.....252  
Number of Complaints Closed.....99

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

Vehicles Reported Sold in 2022.....  
Recreational Vehicles Reported Sold in 2022.....  
Total Online Annual Sales Report Collected..... 326  
Late Annual Sales Report Collected .....

**Total revenue from Late Annual Sales Report collection: \$ 32,600**

**Average Performance Metrics – January 2023 - Present**

Average Number of Days to License... 0.7 days to license with clock-stoppers

**MVC Customer Satisfaction Rating January 2023 - Present**

Quarterly Satisfaction Rating.....100%

**Disciplinary Action Report January 2023 – March 2023**

Total to be collected.....\$44,000

**Online Adoption Across All Professions**

- 96% online adoption for New “1010” Applications across all Professions available as of April 10, 2023

**Administrative News**

Our team continues to surpass all objective metrics set by the Administration. I couldn’t be more proud to work with this team

**Outreach**

We continue to look for ways to reach our customers specifically in those counties deemed distressed by the Administration.

Jason and I will be attending the County Clerks annual conference on May 9<sup>th</sup> in Franklin. I hope to distribute the lions share of our code books at that time.

As many of you are aware, American Car Center with some 9 locations in Tennessee closed suddenly and has filed for bankruptcy protection. We fielded nearly 200 calls from Consumers seeking assistance in obtaining tag and title info along with how to make their payments going forward. Interestingly, we had a conversation with the bond company, Travelers, earlier this month and were surprised to discover the bond they issued did not cover most of these vehicles because they were lease vehicles. We have worked in concert with the Attorney Generals Office, Division of Consumer Affairs and the Dept of Safety to provide updated information to our Consumers. Unfortunately, many consumers are left unsatisfied since we are limited in what we can do.

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 Andrews

**VOICE VOTE**

- Nelson Andrews** YES
- Sandra Elam** YES
- Victor Evans** YES
- Nate Jackson** YES
- Karl Kramer** YES
- Ian Leavy** YES
- Debbie Melton** YES
- Eleni Speaker** YES

<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**



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

**MEMORANDUM**

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

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**TO: Tennessee Motor Vehicle Commission**

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

**DATE: April 25, 2023**

**SUBJECT: MVC Legal Report**

**1. 2022050941 (TH)  
Date Complaint Opened: 12/13/2022  
First Licensed: N/A (Unlicensed)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**This complaint was opened after a Drive-By request was received from the program based on information received from the County Clerk regarding possible unlicensed activity.**

**An investigation was conducted. Respondent informed the investigator their spouse would obtain a new vehicle, drive it for a while and then decide they wanted a new vehicle and get rid of the other vehicle. Respondent stated they sold some of the vehicles to junk yards and some of the vehicles were traded into dealerships when they and their spouse purchased new vehicles. Respondent also stated some of the vehicles were sold, but alleged they did not get anything for the vehicles. Respondent stated to**

the investigator they were not aware they could only sell five (5) of their vehicles a year without a dealer's license.

The investigator went to Respondent's home address and did not see any vehicles listed for sale. The investigator spoke with the clerk's office and was informed in 2022 Respondent and their spouse sold fourteen (14) vehicles. Respondent admitted to selling more than five (5) vehicles in 2022, but expressed they were not aware that was an issue as they were just selling their personal vehicles to purchase new vehicles. Respondent apologized for their mistake, and expressed they were not attempting to act like a dealer, and sold a majority of the vehicles to junk yards.

Based on Respondent's explanation, Counsel recommends the Commission authorize assessing one \$500.00 civil penalty.

**Recommendation:** Authorizing assessing a \$500 civil penalty.

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

**2. 2022050671 (TH)**

**Date Complaint Opened: 12/10/2022**

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

**Expiration: 07/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent has been negligent in issuing their son the title for the vehicle they purchased from Respondent. Complainant states their son purchased the vehicle on September 30th, 2022. Complainant filed their complaint on December 10, 2022.

Respondent states the original title was lost and they are going through the process of getting a replacement. Respondent states this process is taking a while, and they informed Complainant of this and their efforts to get the matter resolved. Complainant was attempting to register the vehicle in another state.

An investigation was conducted. During the investigation, Complainant informed the investigator they have since received their title, and no longer wish to pursue their complaint. There is no evidence of Complainant being issued more than the allotted number of temporary tags. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**3. 2022048561 (TH)**

**Date Complaint Opened: 11/23/2022**  
**First Licensed: 09/09/2008**  
**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they purchased a vehicle from Respondent on November 11, 2022, and paid cash at the time of purchase. Complainant states the car arrived to them on November 12, 2022, but without a temporary tag or any title/registration paperwork. Complainant states they reached out to Respondent on November 15, 2022, asking for a temporary tag but realized their messages had been blocked by Respondent. Complainant states, as such, they called Respondent to get more information. Complainant states Respondent proceeded to scream and tell Complainant to leave them alone. Complainant alleges Respondent threatened them, and stated the temporary tag was Complainant's problem. Complainant states Respondent reluctantly emailed them a temporary tag but would not speak with them after or issue the title and registration to Complainant.**

**Respondent alleges Complainant called them about a dozen times inquiring about this vehicle. Respondent states they sent all documents via email and sold the vehicle "As-Is." Respondent states they feel like Complainant is harassing them with their continuous calls.**

**Respondent provided a copy of their tag log which showed a temporary tag was issued to Complainant on November 14, 2022, and Respondent additionally provided a copy of the title with their response. Respondent also provided a copy of the form Complainant was requesting to register the vehicle in Kentucky. This form was notarized and completed on January 23, 2023. As such, Counsel recommends the Commission authorize issuing a Letter of Warning reminding Respondent of their duty to timely issue customers their title and registration paperwork.**

**Recommendation: Authorize issuing a Letter of Warning reminding Respondent of their duty to timely issue customers their title and registration paperwork.**

**Commission Decision: Concur.**

**4. 2022049831 (ES)**

**Date Complaint Opened: 12/02/2022**  
**First Licensed: 12/03/2019**  
**Expiration: 11/30/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title. 2022 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

**Complainant is a resident of Georgia who purchased a used vehicle on 8/30/22, and alleges that the Respondent has not released their title. An investigation was conducted. The investigation revealed Complainant has since received their title and registration, and Respondent only issued two temporary tags. Respondent provided a very detailed timeline of the efforts made to obtain the title from the lienholder who owned the vehicle when it was traded in before it was sold to Complainant. The lienholder told Respondent the title had been mailed to them on 9/19/22 but they never received it. Respondent then ordered a duplicate title from Kentucky on or around 10/26/22 but were told they needed another lien release from the lienholder, which was sent around 11/4/22. The lienholder had not signed off on the lien release properly so that had to be corrected, and then the lienholder had to correct the loan date for Kentucky to accept the release. The duplicate title was issued and mailed to Respondent on 12/8/22. There were more delays trying to get the registration completed in Georgia which Respondent outlined in detail, all of which were not caused by Respondent. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2022050931 (ES)**

**Date Complaint Opened: 12/22/2022**

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

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title. 2022 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

**Complainant alleges Respondent failed to honor contract and repair windshield as per the purchase agreement. Respondent fully resolved the issue with Complainant to their satisfaction therefore Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**6. 2022051451 (ES)**

**Date Complaint Opened: 12/16/2022**

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

**Expiration: 10/31/2024**

**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 Respondent misdiagnosed problem with vehicle causing further damage. Complainant's vehicle had broken down and she had it towed to Respondent's service department for diagnosis, although they told Respondent they thought it was the water pump. Respondent's diagnosis was the coolant system, and it would cost \$879. Complainant alleges that a couple days later, the vehicle experienced more problems and Respondent had the vehicle towed back. Respondent then told Complainant the issue was the water pump. Complainant told Respondent they wanted to file a complaint with the dealership and a manager came to speak with them. Complainant wanted to file a written complaint and Respondent said there was no need. Complainant alleges they were treated unfairly. Respondent confirms Complainant's statements as to what transpired but denies treating them unfairly. Respondent states the Service Lane Manager spoke to the Fixed Operations Director in response to Complainant's complaint and they completed all necessary repairs for the water pump at no cost to Complainant as a gesture of goodwill. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**7. 2022051951 (ES)**

**Date Complaint Opened: 12/21/2022**

**First Licensed: 02/21/2019**

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to provide the permanent tag as of 12/21/22 for a vehicle purchased on 10/6/22. Complainant had traded in a vehicle and states they wanted a new tag because their tags were expiring soon. Respondent admits that they mistakenly transferred the tag from the trade-in instead of getting the new tag like Complainant preferred. Respondent has reached out to Complainant to fix this issue and cover the costs of their mistake. Respondent states they have taken steps to ensure this type of problem doesn't happen in the future. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**8. 20220051731 (ES)**

**Date Complaint Opened: 12/20/2022**

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

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

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

temporary tags than allowed.

Complainant alleges Respondent falsely stated that Complainant was approved for loans and then tried to renegotiate several times. Complainant alleges Respondent engaged in “yo-yo financing” by letting them take vehicles off the lot and later informing them that they need to bring the vehicle back because they were not approved for the loan. An investigation was conducted. Respondent fully cooperated with the investigator and made a lot of effort to recover as much information as possible, considering the Complainant was unable to provide any details, dates of the sales, names of persons they interacted with, documents or VIN numbers for the vehicles as requested. Respondent denies engaging in any deceptive, false, or fraudulent business practices such as “yo-yo financing”. Respondent notes that Complainant successfully purchased a vehicle in November 2021 and then made further attempts to buy other vehicles. Complainant attempted to buy a newer truck in April 2022, but the financing was rejected, so Complainant settled for an older model. Then, in November 2022, Complainant wanted to upgrade their vehicle and traded it in, leaving with a newer model. The credit fell through, and they returned the vehicle and got their trade-in back. Complainant made trips between Respondent and other dealerships in the automotive group. Respondent stated Complainant most likely did not have good credit and required a co-signer, which was confirmed by the Complainant. Respondent does admit to doing all they can to get financing for customers and trying to get them in a vehicle the same day. The investigator was unable to substantiate the allegations and did not find any similar allegations online or in our internal records. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**9. 2022042611 (TH)**

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

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2017 – One complaint closed with letter of warning for advertising violation. 2019 – Two complaints closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant states they purchased a vehicle from Respondent on June 10, 2022, as an out-of-state purchaser. Complainant states they were assured the vehicle would be able to be registered in their home state of Texas. Complainant states, however, as of October 10, 2022, they have not received their permanent plates or registration information from Respondent. Complainant states their temporary tags are expired as of October 10, 2022.

Respondent states they processed all paperwork through a third-party service

provider and sent all requested documentation to Texas. Respondent states on June 17, 2022, they were notified there was additional paperwork needed for the vehicle. Respondent states they were in contact with the relevant office in Texas, and did all they could to expedite the process. Respondent states on August 11, 2022, the system was updated as “received-good,” and, as such, Respondent was under the impression that all documents were properly submitted and there were no more issues with Complainant’s registration. Respondent states after learning of this complaint, they followed up with the Texas office and were informed the registration and title were completed on October 27, 2022. Accordingly, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to ensure customers are timely provided their title and registration information.

**Recommendation:** Letter of Warning reminding Respondent of their duty to ensure customers are timely provided their title and registration information.

**Commission Decision:** Concur.

**10.2022043391 (TH)**

**Date Complaint Opened: 10/14/2022**

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

**Expiration: 11/30/2022**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with payment plan setup for \$5,000 civil penalty for employing unlicensed salespersons.**

A notice of violation was issued to Respondent on October 3, 2022, after Respondent failed to provide the inspector with their County Business Tax License during an inspection.

Respondent was sent a proposed Agreed Citation for this violation on October 14, 2022. Respondent did not respond to the proposed Agreed Citation or the complaint. As such, an investigation was conducted. Respondent provided the investigator with a copy of their County Business Tax License. The provided copy established Respondent was in compliance, currently and at the time of inspection. Respondent states they did not realize until the inspector came in, that they never received their physical copy of the license to display but explained it has since been rectified and that it will always be posted going forward.

As for Respondent’s failure to respond to the complaint, the General Manager states the email address the complaint was sent to had been hacked and was no longer operable. They provided the investigator with updated contact information and apologized for the inconvenience. Respondent states they did not intentionally ignore the Commission.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**11. 2022043681 (TH)**

**Date Complaint Opened: 10/18/2022**

**First Licensed: 08/04/2005**

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Manufacturer/Distributor**

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

**Complainant alleges Respondent was acting fraudulently in the repairs of their vehicle, and not complying with warranty coverages. Respondent states, however, they addressed the mechanical issues Complainant's vehicle was experiencing, despite the vehicle being out of its warranty window. Respondent states they did this as a goodwill gesture and note they paid \$1,130 towards the \$1,413 total cost to replace the torque converter on Complainant's vehicle. Additionally, Respondent states they paid for a rental for six (6) days for Complainant to drive while their vehicle was being repaired. An investigator contacted Complainant who confirmed Respondent's response to the complaint was accurate and truthful. As such, there do not appear to be any violations on behalf of Respondent and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**12. 2022046521 (TH)**

**Date Complaint Opened: 11/07/2022**

**First Licensed: 07/12/2017**

**Expiration: 07/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent without knowing it could not be titled.**

**Respondent states they sold Complainant a salvage vehicle with a Salvage Title, given to them on the day of sale. Respondent states Complainant was informed the vehicle was salvaged, and was given the required Salvage Disclosure Form to sign. Respondent states Complainant signed both the Salvage Title and the Salvage Disclosure Form. Respondent states Complainant was very difficult to work with and made threats against their company. Respondent did provide copies of the signed Salvage Title and the Salvage Disclosure Form. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**13. 2022043831 (TH)  
Date Complaint Opened: 10/18/2022  
First Licensed: 01/22/2020  
Expiration: 01/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.):**

**Complainant alleges Respondent fraudulently changed the miles on the odometer of the vehicle they purchased. Complainant states they only learned the odometer was changed by 3,000 miles after taking it to a repair shop. Complainant states they requested Respondent unwind the deal and refund them, but the request was denied.**

**An investigation was conducted. During the investigation, no issues were found showing Respondent intentionally made false statements, acted fraudulently, or was deceptive in the sale of the vehicle to Complainant. Respondent confirmed to the investigator there had been an administrative mistake with the mileage. However, Respondent states the amount was not enough to change the value of the vehicle. There was no evidence found of known tampering done with the odometer by Respondent. The difference in the mileage is between 184,200 reported on the June 27, 2022, Bill of Sale and 187,271 on a July 15, 2022, reporting to CARFAX. The mileage difference between those reports is 3,071 miles driven in nineteen (19) days. Complainant admits to driving some but states they did not drive 3,071 miles in those nineteen (19) days. As such, the exact discrepancy is unknown, but less than 3,071 miles. Complainant failed to comply with the investigation or provide the investigator with any of the requested documents or written statements. Additionally, Complainant told the investigator they had since purchased a second vehicle from Respondent.**

**Counsel recommends the Commission authorize issuing a Letter of Instruction reminding Respondent of the rules and regulations pertaining to odometer requirements.**

**Recommendation: Authorizing issuing a Letter of Instruction reminding Respondent of the rules and regulations pertaining to odometer requirements.**

**Commission Decision: Concur.**

**14. 2022045191 (TH)  
Date Complaint Opened: 10/27/2022  
First Licensed: 11/04/2020  
Expiration: 11/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states Respondent has not issued them their permanent tag in over 7 months. Complainant alleges Respondent is not responsive to them about the delay.**

**Respondent states the vehicle was purchased by Complainant on March 19, 2022, and they initially filed for the title and tag/registration processing in early May 2022. Respondent states, however, the filing was rejected due to issues with the out-of-state title on the vehicle. Respondent states, unfortunately, the investigation regarding the issues with the title took several months and delayed resolution. Respondent states all issues were resolved in November 2022, and Complainant was issued their title and tag/registration. Based on the records provided to an investigator, Respondent appeared to issue ten (10) temporary tags during the delay.**

**Respondent states they apologize for the unfortunate delay, and note they have been experiencing personnel change. Respondent states they have reviewed this situation in depth with the current management team, and trained extensively all employees. Respondent states everyone at their dealership now fully understands customers should be put in a rental car or some other customer service resolution while any tag/title issue is being resolved, versus the issuance of additional temporary tags. Respondent states training and emphasis on tag/title/temporary tag operations are of the utmost priority with current management, and they are confident these issues have been cleaned up and fixed.**

**Counsel recommends the Commission authorize assessing a \$3,500 civil penalty for Respondent issuing more than legally allotted temporary tags to Complainant. The civil penalty is based on \$500 per extra issued temporary tag. Additionally, Counsel recommends requiring Respondent to provide the Commission a detailed action mitigation plan specifying the changes they have implemented.**

**Recommendation: Authorizing assessing a \$3,500 civil penalty for Respondent issuing more than legally allotted temporary tags to Complainant. Additionally, Counsel recommends requiring Respondent to provide the Commission a detailed action mitigation plan.**

**Commission Decision: Authorizing assessing a \$3,500 civil penalty for Respondent issuing more than legally allotted temporary tags to Complainant and accept Respondent's offer to provide a detailed action mitigation plan**

**15.2022051321 (TH)**

**Date Complaint Opened: 12/15/2022**

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

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent on September 6, 2022. Complainant states, however, at the time of their complaint (December 15, 2022) it**

had been one hundred (100) days since they purchased the vehicle and they had yet to receive their registration paperwork or permanent tag. Complainant states they believe Respondent had plenty of time to get their paperwork completed.

Respondent states the paperwork and title to provide Complainant's credit union is in process. Respondent states the initial title had been sent via FedEx which was lost, and a claim has been filed with FedEx. Respondent states in the interim, a duplicate title was processed on December 16, 2022. Respondent states the reason for the delay in getting the duplicate is that it is an out-of-state title. Respondent states they are diligently working to get Complainant's title processed as quickly as possible.

An Attorney for Respondent has since reached out and confirmed Complainant has been given their title and all required registration paperwork. Respondent says they apologize for the unfortunate delay and note they have been experiencing personnel change. Additionally, Respondent states they have started placing a heavy focus on training their employees on Title/Tag/Registration procedures to ensure that all DMV filing stacks get processed timely and that compliance with the temporary tag law is taken with the utmost seriousness. There does not appear to be any evidence of more temporary tags than legally allotted being issued in this case. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

16.2023004381 (TH)  
Date Complaint Opened: 02/01/2023  
First Licensed: 11/04/2020  
Expiration: 11/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant states they did not receive their title and registration paperwork from Respondent until five months after their purchase. Complainant states, and once they received the title, it had the wrong county listed on it.

Respondent states they provide all of their out-of-county buyers with Blank or Dickson County tags as part of their normal business practice. An Attorney for Respondent has since reached out and confirmed Complainant has been given their title and all required registration paperwork. Respondent states they apologize for the unfortunate delay, and note they have been experiencing personnel change. Additionally, Respondent states they have started placing a heavy focus on training their employees on Title/Tag/Registration procedures to ensure that all DMV filing stacks get processed timely and that compliance with the temporary tag law is taken with the utmost seriousness. There does not appear to be any evidence of more temporary tags than legally allotted being issued in this case. Accordingly, and since Respondent is taking corrective steps, Counsel recommends closing this complaint

with a Letter of Warning reminding Respondent of their duty to timely issue customers their title and registration documentation.

**Recommendation:** Authorizing a Letter of Warning reminding Respondent of their duty to timely issue customers their title and registration documentation.

**Commission Decision:** Concur.

17. 2022052111 (ES)  
Date Complaint Opened: 12/22/2022  
First Licensed: 02/04/2022  
Expiration: 01/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant alleges Respondent took a \$5000 deposit and refuses to return the funds. Respondent states this complaint was the first time they were made aware of the problem and will promptly take care of this refund. Complainant then requested this complaint to be withdrawn because Respondent resolved this issue to their satisfaction. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

18. 2022043811 (ES)  
Date Complaint Opened: 10/18/2022  
First Licensed: 08/27/2015  
Expiration: 07/31/2023  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant wishes to remain anonymous. Complainant alleges Respondent is not maintaining business requirements for licensure. Specifically, Complainant alleges the following: Respondent has no functioning restroom in the office and charges a fee to use a restroom on a separate lot; no working telephone; charging a fee to view vehicles for sale; co-mingled with salvage lot inventory; another business is being operated on site; signage is not clear; and no buyer's guides. An investigation was conducted. The investigator arrived without notice and Respondent was very cooperative, leading him around the business to show them everything was in compliance. There was no evidence of non-compliance and none of the allegations were substantiated. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**19. 2022038881 (ES)**  
**Date Complaint Opened: 09/16/2022**  
**First Licensed: 08/16/2018**  
**Expiration: 07/31/2022 (Expired)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**A Notice of Violation was issued to Respondent during inspection on 9/15/22 for the following violations: operating with an expired dealer's license, expired city business tax license and an expired county business tax license. Respondent has closed their dealership; therefore, Counsel recommends closing and flagging this complaint.**

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**20. 2022052481 (ES)**  
**Date Complaint Opened: 12/28/2022**  
**First Licensed: 09/28/2021**  
**Expiration: 09/30/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant purchased a used vehicle from Respondent on 5/5/22 and alleges they heard a ticking noise during the test drive, as well as noticing the steering seemed "off and loose." Respondent states Complainant almost immediately changed their mind and returned the vehicle, getting a full refund of their deposit. Additionally, Respondent denies that Complainant test drove the vehicle and purchased it without coming to look at the vehicle; Respondent delivered the vehicle to Complainant. After returning the vehicle after the first purchase, Respondent states the Complainant called them back and wanted to buy the truck again. Complainant chose to purchase the vehicle again on 6/3/22, as-is, with a three-month powertrain warranty. Respondent states Complainant has left at least two bad reviews online, then stated they removed one to try to bribe Respondent into making free repairs after the warranty had expired. Respondent states Complainant has repeatedly harassed and threatened Respondent and their employees. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**21. 2022052611 (ES)**  
**Date Complaint Opened: 12/29/2022**  
**First Licensed: 12/05/2013**

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent repossessed their vehicle because they switched insurance companies. Respondent states they repossessed the vehicle because Complainant was in default of their contract which states: “you must keep the vehicle insured against damage or loss until you have paid all that you owe under this contract.” Respondent received notification that Complainant’s vehicle insurance was cancelled on 12/16/22 and the vehicle was repossessed on 12/29/22 after Complainant failed to provide proof of insurance. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**22.2022052391 (TH)**

**Date Complaint Opened: 12/27/2022**

**First Licensed: 05/25/1995**

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges unlicensed activity by Respondent.**

**An inspection was conducted. On January 3, 2023, the inspector went to Respondent’s to conduct a new dealer inspection and obtain information for the complaint. Upon arrival, the inspector met the owner, who stated they had sold no vehicles from the location in question and were just storing vehicles in anticipation of opening soon. Respondent’s owner further stated they owned another licensed dealership, and that is how they acquired the vehicles they were storing.**

**Counsel recommends closure based on the inspection.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**23.2022045241 (ES)**

**2022046471**

**Date Complaint Opened: 10/28/2022, 11/04/2022**

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

**Expiration: 10/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with letter of warning for failure to**

respond to the Commission's request for a response to a complaint. One complaint still open with payment plan offered for \$3,000 civil penalty for selling a salvage vehicle without a rebuilt title.

**2022045241**

Complainant is a resident of Georgia who purchased a used vehicle from Respondent and alleges they have not received the title and registration as of 10/28/22. Complainant further alleges Respondent has ignored them and not attempted to resolve the issue whatsoever. Respondent did not respond to this complaint, so an investigation was conducted. The investigator made many attempts to contact the Complainant but was unsuccessful. Respondent purchased this vehicle with a salvage title from an auction on 10/12/21 before they sold it to Complainant. Respondent told the investigator they sold the vehicle under its salvage title, alleging Complainant wanted to rebuild it themselves. Respondent claimed they hadn't provided the title to Complainant because someone had stolen a batch of titles from their office around May of 2022. Respondent did provide a copy of a police report they filed. When the investigator asked for the deal file, Respondent had no idea about the required "Notice Disclosure of Rebuilt or Salvaged Vehicle" form, stating he had no clue what the investigator was talking about. The only documents in the deal file were an As-Is notification and a Bill of Sale, none of which mentioned the vehicle was salvaged. Further, the investigation revealed that three temporary tags were issued to the salvage vehicle.

Respondent has an outstanding Consent Order which they have not signed for selling another salvage vehicle without a rebuilt title, and without disclosing it was salvaged to the consumer who purchased it. Respondent rarely, if ever, responds to the Commission when a complaint is filed. Counsel recommends revocation of Respondent's dealership license.

**Recommendation:** Discuss revocation of dealer's license

**2022046471**

Complainant purchased a used vehicle from Respondent in January 2022 and alleges they have not received the title and registration as of 9/19/22. Complainant further alleges this was a "theft vehicle" and claims there is a "fraud police report" against this dealer. Respondent did not respond to this complaint, so an investigation was conducted. Complainant states they have asked Respondent about this many times in the last year and all they get are excuses. Respondent purchased this vehicle with a salvage title from an auction on 11/2/21 before they sold it to Complainant. Respondent told the investigator the same story as summarized in the complaint above. Complainant did confirm they knew it was salvaged. Respondent told the investigator they sold the vehicle under its salvage title, alleging Complainant wanted to rebuild it themselves. Respondent claimed they hadn't provided the title to Complainant because someone had stolen a batch of titles from their office around

May of 2022. Respondent did provide a copy of a police report they filed. When the investigator asked for the deal file, Respondent had no idea about the required “Notice Disclosure of Rebuilt or Salvaged Vehicle” form, stating he had no clue what the investigator was talking about. The only documents in the deal file were an As-Is notification and a Bill of Sale, none of which mentioned the vehicle was salvaged. Further, the investigation revealed that five temporary tags were issued to the salvage vehicle.

Respondent has an outstanding Consent Order which they have not signed for selling another salvage vehicle without a rebuilt title, and without disclosing it was salvaged to the consumer who purchased it. Respondent rarely, if ever, responds to the Commission when a complaint is filed. Counsel recommends revocation of Respondent’s dealership license.

**Recommendation:** Discuss revocation of dealer’s license

**Commission Decision:** Authorize a \$13,000 civil penalty for selling salvage vehicles without rebuilt titles, failing to use proper disclosure form and issuing numerous temporary tags to salvage vehicles; require monthly audits of dealership for one year and any violations found will result in immediate revocation of license; require submission of annual sales report by April 28, 2023 and payment of \$100 late fee upon submission.

24. 2022047051 (ES)

Date Complaint Opened: 11/10/2022

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant, a county clerk, alleges Respondent is selling vehicles without proper licensure. Respondent is a licensed wholesaler in Wisconsin but is allegedly selling vehicles through Facebook to Tennessee residents. An investigation was conducted. The investigator was unable to find evidence of Respondent selling vehicles online. The clerk presented the investigator with evidence that 15 vehicles were registered through their office with Respondent as the seller. It appears Respondent has purchased those vehicles from auctions in Tennessee. The investigation revealed Respondent has 8 authorized buyers working for them at auctions and has purchased 236 vehicles from three auctions in 2022. The investigator spoke with the owner of Respondent business who confirmed they lived in Tennessee. The owner scheduled multiple meetings with the investigator but never showed up and stopped communicating with them. The investigator spoke with an Investigator at Wisconsin’s Department of Transportation – Dealer License Section and we provided them with information related to this complaint. They are now taking action to revoke Respondent’s wholesaler license in Wisconsin because retail sales are strictly prohibited. The investigation also revealed that the vast majority of buyers for Respondent were also authorized buyers for another past Respondent who had a wholesale license in Montana. After further research, Counsel discovered we have sent a Letter of Warning to the Respondent

owner in the past case on October 28, 2021. Respondent has only had the Wisconsin wholesale license for one year, so it seems they applied for that and changed the name of their business after receiving that letter of warning and being investigated in the past case. Therefore, Counsel recommends issuing a \$1,000 civil penalty for the sale of each vehicle, for a total \$15,000 civil penalty.

**Recommendation:** Authorize a \$15,000 civil penalty for unlicensed activity

**Commission Decision:** Authorize a \$15,000 civil penalty for unlicensed activity and send notice to Tennessee Auto Auctions.

25.2022046021 (ES)

Date Complaint Opened: 11/02/2022

First Licensed: 01/18/2022

Expiration: 10/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they traded in a vehicle for another at Respondent's dealership on 8/22/22. Complainant alleges Respondent has failed to pay off trade-in and has not provided title and registration to the new vehicle as of 11/2/22. Respondent failed to respond to this complaint, so an investigation was conducted. The investigator made multiple attempts to contact Complainant by phone without success, and when they went to their address, the person living there stated they did not know who Complainant was. Respondent's attorney met with the investigator to go over this matter and explained what had transpired. Respondent's business was in a trust for the owner's son and the son was working at the dealership at the time the transaction at issue took place. The son allegedly entered into a verbal agreement with a licensed salesperson to sell vehicles for the dealership, and this agreement lasted until 2021. During this time, approximately 250 vehicles out of the trust and \$900,000 - \$1.2 million dollars went through a bank account. No taxes were paid on these sales. When the investigator asked Respondent's attorney if they were going to notify the Department of Revenue, they did not give a definitive answer. The investigator spoke with an agent of a financial advisory firm who is in the process of dissolving the trust due to the amount of money being lost and the cost to Respondent owner. The investigator was told there were vehicles that had been sold under Respondent's license that Respondent did not know about. When the investigator asked about the vehicle at issue, they were told Respondent did not have any information on the vehicles but did find a title on the vehicle purchased by Complainant; there was a sticky note on it that stated the title was "no good." The investigator ran a vehicle history report on the vehicle that Complainant traded in which showed it was still registered to Complainant but has since been paid off. The vehicle purchased by Complainant was shown to have been bought by Respondent, sold to Complainant and it had a lien on it. Considering Respondent appears to be winding down the business, Counsel recommends revocation of Respondent's license. Additionally, Counsel will forward this matter and relevant documentation from this investigation to the

**Department of Revenue. Counsel has already provided the relevant documentation for this matter to the detective investigating this for possible criminal activity.**

**Recommendation: Authorize revocation of dealer license for false, fraudulent, and deceptive activity**

**Commission Decision: Authorize revocation of dealer license for false, fraudulent, and deceptive activity and refer to TN Dept. of Revenue**

**26. 2022048171 (ES)**

**Date Complaint Opened: 11/21/2022**

**First Licensed: 08/11/2022**

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used travel trailer and alleges Respondent failed to disclose it had a rebuilt title with prior flood damage. Respondent's attorney responded to the complaint and provided the deal file showing this was an as-is purchase with no dealer warranty. A copy of the Tennessee title shows "No Brand – Flood Damage." Since the complaint was filed, a lawsuit was filed, and the camper was returned to Respondent. Respondent paid off the lienholder and the extended warranty amount was also returned to the lienholder. There is still pending litigation in this matter because Complainant wants Respondent to pay their attorney fees and the trade-in amount of \$6,400 is still in dispute, considering the trade-in was sold. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Issue a letter of warning for failure to disclose flood damage prior to purchase**

**27. 2022048301 (TH)**

**Date Complaint Opened: 11/22/2022**

**First Licensed: 08/04/2017**

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent on September 26, 2022. Complainant states the vehicle began to have issues after purchase, and that they reached out to Respondent. Complainant states the vehicle began to shut down while driving, and they felt unsafe driving the vehicle. Complainant states Respondent informed them they purchased the vehicle as-is, and that the vehicle did not have a warranty.**

**Respondent states the matter has been resolved. Respondent states they provided Complainant a loaner vehicle while they perform the repairs requested on the vehicle purchased by Complainant. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**28.2023000011 (TH)**

**Date Complaint Opened: 01/01/2023**

**First Licensed:**

**Expiration:**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.):**

**Complainant states they purchase a vehicle from Respondent in either September or October 2022. Complainant states they have been having trouble with the vehicle since purchase. Complainant wants to unwind their deal with Respondent.**

**Respondent states they have since fully paid off the relevant loan and purchased back the vehicle from Complainant. Respondent states they confirmed with Complainant the loan was paid in full. Respondent states, as well, they canceled any additional products related to this purchase, and that a refund was made to Complainant for those. Respondent states they believe Complainant was made whole, and that they apologize for any confusion. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**29.2022048641 (TH)**

**Date Complaint Opened: 11/26/2022**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they agreed to purchase a vehicle from Respondent. Complainant states the truck was advertised as a 2016 Prostar with a Rebuilt Engine having approximately 50 miles, and that they confirmed this on the phone with a salesperson. Complainant alleges, however, they were misled by Respondent about the vehicle.**

**An investigation was conducted. During the investigation, Complainant told the investigator they came to an agreement with Respondent and no longer wish to pursue their complaint. Complainant stated they would not participate in the investigation**

**nor make any statements about the incident as they were satisfied with the outcome. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Send out for investigation and re-present at the next meeting.**

**30.2022050561 (TH)**

**Date Complaint Opened: 12/09/2022**

**First Licensed: 04/15/2021**

**Expiration: 03/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant is an employee of Respondent. Complainant states they filed this complaint because they believe another dealer or person is operating by “piggybacking” off their dealer’s license for their Murfreesboro location. Complainant states they received a letter from a Financial Services Company returning a duplicate check that did not belong to a sale of theirs. Complainant states the letter and check were addressed to their company name and had their business address on them. Complainant states they contacted the relevant bank, who stated the check was flagged for possible fraudulent activity. Complainant requested for an investigation to be conducted.**

**An investigation was conducted. Complainant informed the investigator their banking information was not connected to the check, but they are worried another person using their license information is going to impact their business reputation. The investigator could not find any information on the check to determine if it originated in Tennessee or another state. The investigator attempted to get information on the vehicle by requesting a vehicle information report and found they needed to contact the state of Georgia to obtain any information on the vehicle. However, the investigator was unable to connect with a live person to get any information. The investigator additionally contacted the Financial Service the check came from, however, they did not provide the investigator with any information. The investigator believes the check to be fraudulent, and explains that the vehicle does not appear to be in Tennessee, so they are unable to conduct a complete investigation to find who fraudulently used Respondent’s license information.**

**Counsel recommends closing the complaint against Respondent, as it was filed by an employee of Respondent on behalf of Respondent attempting to get more information about the possible fraudulent use of their license information by another dealer. Counsel additionally recommends referring this matter to Law Enforcement and Georgia’s Motor Vehicle Department as the vehicle appears to be in Georgia.**

**Recommendation: Close, and refer to Law Enforcement and Georgia’s Motor Vehicle Department.**

**Commission Decision: Close, and refer to Law Enforcement, Georgia's Motor Vehicle Department, TN Dept. of Revenue, and Attorney General's office.**

**31. 2022051221 (TH)  
Date Complaint Opened: 12/14/2022  
First Licensed: 09/14/2022  
Expiration: 09/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states they have not received their title and tag for the vehicle they purchased from Respondent on September 26, 2022. Complainant states at the time of their complaint, it had been twelve and a half (12 ½) weeks since purchase, and they had yet to receive their permanent tag.**

**Respondent provided documentation showing Complainant purchased their vehicle on October 26, 2022, and not on September 26, 2022. Respondent states, as such, it had not been twelve and a half weeks since Complainant's purchase at the time of their complaint. Respondent states on December 16, 2022, Complainant's paperwork was at the county being processed. Respondent has since followed up and confirmed Complainant received their registration paperwork and permanent plate shortly after their response in December 2022. Respondent confirmed they did not issue more than the allotted number of temporary tags to Complainant. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**32. 2022039951 (TH)  
Date Complaint Opened: 09/21/2022  
First Licensed: N/A (Unlicensed)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states Respondent sold them a vehicle on May 16, 2019, but has not received their title. Complainant states they cannot get an answer from Respondent.**

**Respondent did not answer the complaint.**

**An investigation was conducted. During the investigation, it was confirmed Respondent does not have an active dealer's license. The managing partner of Respondent states they have a dealership license in the State of Mississippi they operate under and their address in Tennessee is just one they use for an office.**

The Secretary of State website showed Respondent, to be dissolved on August 6, 2019, with the managing partner as the Registered Agent, and filed again for business on June 14, 2022, which showed to be in Active status. This filing showed the Registered Agent to be Respondent.

The investigator states during the investigation they found in the State of Mississippi the business under Respondent's name showed to be dissolved in November 2020, with the managing partner listed as Agent and Incorporator.

Complainant states on May 16, 2019, they purchased the vehicle in question from Respondent's managing partner. After completing a VIR search, the investigator determined the vehicle was last reported to be owned by Respondent. The managing partner for Respondent informed the investigator they were aware of the matter in the complaint. They stated to the investigator they cannot recall the name of the person who sold Complainant the vehicle. Respondent states Complainant did not want the vehicle titled in their name, and requested Respondent register it in their name. Respondent advised Complainant owes money on the vehicle, and they also sent Complainant a new year sticker to put on their tag.

Based on the clerk's office records the investigator reviewed, Respondent sold four (4) vehicles in 2019. As such, Counsel recommends closing and flagging this complaint. Additionally, Counsel recommends referring this complaint to Mississippi's Motor Vehicle Department, as well as the Tennessee Department of Revenue so they can aid Complainant in obtaining their title.

**Recommendation:** Close and flag. Additionally, Counsel recommends referring this complaint to the Mississippi Motor Vehicle Commission, as well as the Tennessee Department of Revenue.

**Commission Decision:** Concur.

33.2022048891 (TH)  
2022050171  
Date Complaint Opened: 11/29/2022, 12/06/2022  
First Licensed: 11/14/2019  
Expiration: 11/30/2023  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**COMPLAINANT 1 (2022048891):**

Complainant states they purchased a vehicle from Respondent on June 10, 2022, and have had issues obtaining their title since. Complainant states on November 29, 2022, they called their county clerk's office and asked if there was a problem with their registration. Complainant states at this time they were told there was never any registration paperwork filled for the vehicle. Complainant was emailed Respondent's

surety bond.

An investigation was conducted. Respondent informed the investigator Complainant's registration issues have since been resolved. Complainant failed to participate in the investigation or to comply with the investigator's requests. Respondent states they apologize for the delay and that they have experienced some reorganization as a dealership. Respondent states this is due to recent changes in family responsibilities within the Dealership, health issues, and staffing. The investigator states there was no evidence found that actions were taken to falsify information, mislead the customers or be deceptive by Respondent.

Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to timely issue their customers all registration documentation.

**Recommendation:** Authorizing a Letter of Warning reminding Respondent of their duty to timely issue their customers all registration documentation.

**Commission Decision:**

**COMPLAINANT 2 (2022050171):**

Complainant states on October 3, 2022, they traded their 2008 Harley Davidson to Respondent towards the purchase of a 1996 Chevy pickup. Complainant states on October 5th they received their temporary tag. Complainant states on November 4, 2022, the temporary tag expired. Complainant states from November 3, 2022, until the time of their complaint (December 6, 2022), they have made several attempts to contact Respondent to obtain their permanent tag with no success.

An investigation was conducted. Respondent states to have sold a vehicle to Respondent, who provided a trade-in and left a balance of \$2,634.65. Respondent states Complainant failed to answer their payment requests and failed to make any payments on the remaining balance. Respondent states they attempted to contact Complainant to provide them their permanent tag as well as get their payment but were unable to contact them. Respondent states they also attempted to repossess the vehicle, however, allege Complainant eventually had the vehicle sold for parts. Complainant failed to participate in the investigation or comply with the investigator's requests. Accordingly, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

34.2022052371 (TH)  
Date Complaint Opened: 12/27/2022  
First Licensed: 02/16/2016  
Expiration: 02/29/2024

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$500 civil penalty for improper display of vehicles on sidewalk. 2020 – One complaint closed with \$250 civil penalty for improper display of vehicles on public land. 2021 – One complaint closed with \$1,250 civil penalty for improper display of inventory on public land and expired garage liability insurance. 2022 – One complaint closed with \$2,000 civil penalty for possession of open titles.**

**Complainant states they purchased a vehicle from Respondent on October 4, 2022. Complainant states despite paying in full for the vehicle at the time of purchase they had not received the title at the time of their complaint, December 27, 2022.**

**Respondent states in October they lost their line of credit with their floorplan company. Respondent states this was the final result of a drawn-out conflict involving a truck that was stolen from their lot, but their insurance company denied the claim for. Respondent states the closing of their line of credit resulted in the floorplan company placing a hold on the process of releasing any titles until all paperwork was sorted out. Respondent states they worked closely with the floorplan company during this time closing out floored vehicles by personally buying them off the floorplan and finalizing all paperwork. Respondent states the company has since released all appropriate titles.**

**Respondent states, additionally, they spoke with Complainant throughout this, prior to and since the filing of the complaint, in an attempt to keep them aware of the ongoing process. Respondent states since the time of the complaint being filed, the title to Complainant's vehicle has been processed and released by the floorplan company, and delivered to Complainant by the time of their response on January 10, 2023. Respondent states Complainant indicated they were satisfied with the resolution of this matter. Respondent states they express their sincere apology for any trouble this has caused him or his family.**

**Due to all the issues being resolved, Respondent's explanation, and the title being issued within around three months, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**35.2023001171 (TH)**

**Date Complaint Opened: 01/10/2023**

**First Licensed: 07/20/2007**

**Expiration: 06/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

**Complainant states they had a delay in receiving their tag and registration from Respondent. Complainant states they did eventually receive their tag eighty-two (82) days after their purchase. Complainant alleges, however, Respondent lacks accountability and correct training.**

**Respondent denies Complainant's allegations and states Complainant was a previous employee of theirs. An investigation was conducted. The investigation did not establish any evidence of violations on behalf of Respondent. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**36. 2022051661 (ES)**

**Date Complaint Opened: 12/19/2022**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent failed to deliver the title/registration to the vehicle they purchased on or around 8/23/22. Respondent confirms the title and registration was received and provided to Complainant as of 1/20/23. Respondent issued three temporary tags to the vehicle and Counsel requested proof that Respondent had approval to issue the third tag. Respondent provided the following information related to the third tag: Respondent first reached out to the local clerk to obtain permission to print the third tag because it states online that the clerk can give permission with proof a dealer is doing something to solve the problem causing the delay. Respondent provided the link to substantiate this information – the link is to the Department of Revenue's vehicle titling/temporary tag page related to Temporary Operating Permits. When Respondent reached out to the clerk as instructed, they were informed it was okay to print the third tag but wanted Respondent to obtain permission from "the state." Respondent then called the Department of Revenue and got permission from them (Respondent provided the name of the person and Counsel confirmed this person works in the titling division at the DOR). I advised Respondent that they should get this approval in writing in the future. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**37. 2023000651 (ES)**

**Date Complaint Opened: 01/06/2023**  
**First Licensed: 12/17/2020**  
**Expiration: 11/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant alleges the Respondent was deceptive regarding a used vehicle they purchased on 3/31/22. Complainant alleges Respondent told them things that were not true, including the tire light being on were just a “no big deal sensor”, that it was a trade-in, had a healthy engine and Complainant assumed sticky residue on buttons were due to a lack of detailing. Complainant claims the tire issue was \$750 each, the vehicle was from an auction, the engine light came on after purchase causing them to spend \$1,900 on a rental car, there was a timing chain defect present at the time of sale, and entire parts of the inside of the vehicle needed to be replaced costing \$1,000 because of the buttons. The owner of the dealership and the person who assisted Complainant at purchase responded to this complaint. Respondent states this vehicle was 8 years old, had almost 100,000 miles and was sold as-is without a dealer warranty, as evidenced by three documents signed by Complainant. Complainant purchased a third-party warranty but canceled it after purchase and received a refund. Complainant test drove the vehicle and had the opportunity to inspect it and was not obligated to purchase the vehicle. Respondent was only made aware of the alleged issues 8 months after purchase when Complainant posted the only negative review Respondent has seen in two years of business, which led Respondent to reach out to Complainant. Respondent further notes this vehicle is a Range Rover which are known to be problematic and hard to work on when they have mechanical issues. Respondent is apologetic for Complainant’s experience but feels they are targeting them 8 months after purchase as an excuse for their buyer’s remorse. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**38.2023001131 (ES)**

**Date Complaint Opened: 01/10/2023**  
**First Licensed: 05/17/2016**  
**Expiration: 10/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2018 – One complaint closed with \$5,000 civil penalty for advertising violation. 2021 – One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.**

**Complainant purchased a used vehicle from the Respondent in 2018. Complainant alleges they noticed the paint cracking and yellow spots appearing in June 2022. Complainant alleges this led them to find out the vehicle had been in an accident prior to purchase. Complainant alleges Respondent should have made sure the Carfax was**

correct, but as has been discussed numerous times by the Commission, a dealership is not responsible for the Carfax and its accuracy. However, despite no evidence of any violations, Respondent and Complainant have resolved this matter. Respondent corrected the paint job problems at no cost to Complainant. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**39. 2023008761 (ES)**

**Date Complaint Opened: 02/27/2023**

**First Licensed: 05/17/2016**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with \$5,000 civil penalty for advertising violation. 2021 – One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a new vehicle from Respondent on 2/19/22 and alleges Respondent failed to cancel the protection plan upon request when they traded it in for another vehicle on 2/16/23. Respondent confirmed the protection was cancelled and a refund was in process immediately after the complaint was filed. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**40. 2023000101 (ES)**

**Date Complaint Opened: 01/03/2023**

**First Licensed: 12/17/2020**

**Expiration: 10/31/2024 - Closed**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent deceptively sold them a salvage vehicle without a rebuilt title, and claims they did not understand that it was salvaged until after the purchase. Respondent claims they did inform Complainant that the vehicle was salvaged and still needed a rebuilt title. An investigation was conducted. The investigation revealed Respondent dealership appears to be closed – the investigator attempted to contact the owner at the dealership multiple times on different days and it was never open. Complainant has filed a lawsuit against Respondent but notes the Court has been unable to locate Respondent owner to serve him. Complainant states they saw the vehicle advertised on Facebook, and when they went to see it, it was nearly undrivable and in very poor condition. Complainant confirms Respondent gave

them the title to the vehicle and an Application for Motor Vehicle Identification Certification. Complainant realized they did not have all of the information needed for the state to issue a Rebuilt Title. Complainant had never bought a vehicle before and did not understand what it meant to need a rebuilt title or for a vehicle to be salvaged. Complainant was just very desperate to buy a vehicle, and this was all they could afford. Counsel requested an inspector go to the dealership to confirm the business has shut down and if so, to cancel their license. An enforcement agent has since visited the business and confirmed it has shut down. In summary, we have visited the business on 10/11/22, 2/3/23 and 4/10/23 to confirm closure. The license is now inactive; therefore, Counsel recommends closing and flagging this complaint. The Complainant has received the surety bond information.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**41.2023000331 (ES)**

**Date Complaint Opened: 01/04/2023**

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

**Expiration: 05/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$5,000 civil penalty for failure to retain trade-in vehicle until funding was received.**

Complainant is a resident of Washington who purchased a used vehicle from Respondent in 2021 and alleges fraud, unfair and deceptive business practices. Complainant alleges Respondent did not honor their GAP insurance and was told they couldn't leave without purchasing it. Complainant alleges Respondent required an illegal down payment. Complainant alleges they never received any correspondence about the cancellation of the GAP insurance or a refund, and further claims Respondent stopped returning their calls. An investigation was conducted. Respondent provided a very detailed account of the transaction and denies the allegations. Respondent notes that Complainant chose to purchase the vehicle on two separate occasions. First, on 7/8/21, and when that financing was not approved, Complainant returned on 7/13/21 and successfully obtained financing to purchase the vehicle again. Respondent denies ever telling Complainant that they were required to purchase a GAP Addendum. Moreover, the Addendum specifically states that a consumer is not required to purchase it and if they do, they are electing to participate in the GAP Program. The purchase documents state this several times throughout. Complainant signed the documents both times they purchased the vehicle. Respondent notes the first documents were voided when Complainant was not approved for financing, and confirms Complainant was charged \$995 for GAP insurance when the second deal went through. Respondent states they have no missed calls or voicemails from Complainant. Respondent confirms Complainant made a \$7,500 down payment and is unsure what Complainant means when they allege it was illegal. Complainant was free to decline the financing terms that were offered, and which included the required

down payment. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**42.2023000411 (ES)**

**Date Complaint Opened: 01/05/2023**

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

**Expiration: 10/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Minnesota who alleges they purchased a vehicle from Respondent's online listing on 9/26/22. Complainant alleges they offered to pay by check, ACH payment, or put a \$5,000 down payment on a credit card but Respondent refused all forms of financial security offered, and refused to mark the vehicle as sold. Complainant alleges they would only mark it sold and remove it from the lot if Complainant applied for their financing, so they took out the loan and would immediately pay it off. Complainant claims the credit application was solely in their name and was approved. Complainant's husband flew to Tennessee to take delivery of the vehicle. Complainant alleges their husband was told they had to be the buyer of the car to take it home. Complainant alleges they had put down \$5,000 on a credit card and Respondent knew the husband was not the buyer. Complainant alleges their husband had to reapply for financing and the vehicle was titled in their husband's name. Complainant alleges that on 10/16/22, the contracts were all re-written in their name and Respondent forced them to apply for financing, calling it a "flat cancel-re-write". Complainant claims they paid the vehicle off on 11/21/22 and as of 12/12/22, Respondent is refusing to give them title to the vehicle. Complainant alleges Respondent is chauvinistic and wants other women to be warned. Respondent disagrees strongly with Complainant's allegations and denies treating them differently because they are a woman. Respondent states the initial application was only a pre-approval for financing and none of the purchase paperwork was ever completed. Therefore, when her husband arrived, nothing had been executed and there was no paperwork presented authorizing him to execute the purchase paperwork on Complainant's behalf. Complainant's husband completed all of the purchase paperwork and once it was finalized with the lender, Respondent was advised that Complainant was taking issue with the title and loan being in their husband's name. Respondent then contacted the lender and negotiated a cancellation of the husband's loan and rebooked the transaction in Complainant's name. It took time to do all of this and have the new title and registration paperwork completed and loan processed in Complainant's name, but it has since been registered to Complainant in Minnesota. Respondent notes that they were acting in a way to prevent fraud, to verify the identity of the purchaser and making sure there was authority to sign purchase and finance documents at the time the husband arrived. Respondent does not sell any vehicles

without verifying identification and does not process loans in anyone's name without verification. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**43. 2023001201 (TH)**

**Date Complaint Opened: 01/10/2023**

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

**Expiration: 08/31/2024**

**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 states the vehicle they purchased from Respondent began to have issues after purchase. Complainant states they contacted Respondent and informed them of these issues. Complainant states Respondent agreed to unwind the deal and refund Complainant. Complainant states, however, when they looked at the paperwork, they realized they were charged for things they told Respondent they did not want, like gap insurance and tire insurance.

Respondent states they were made aware of Complainant's issues, and responded immediately by offering a trade-in or buy-back. Additionally, Respondent states Complainant was fully aware and in agreement with all items included with the purchase of the vehicle. Respondent states Complainant agreed for them to buy back the vehicle. Respondent states they did not intend for this situation to happen, and that is why they offered the buy-back. Respondent states they believe they have completely incurred all of the expenses.

An investigation was conducted. Complainant failed to participate in the investigation and did not answer nor provide the investigator with any of the requested documentation. The investigator states based on what documents they received from Respondent, and not receiving anything from Complainant, they could not determine any T.C.A rules and regulations were violated. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**44. 2023001911 (TH)**

**Date Complaint Opened: 01/13/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**A complaint was filed alleging Respondent is selling motor vehicles in their yard unlicensed.**

**An inspection was conducted. The inspector went to Respondent's home and observed one (1) pickup truck advertised for sale in the front yard. Additionally, the inspector spoke with the county court clerk and asked if Respondent had registered any vehicles being sold from this address or by Respondent. The clerk looked through the county database and did not find any evidence of anyone by Respondent's name or from Respondent's address listed as being a seller of any vehicle(s). The inspector did not find any evidence of Respondent selling more than the allotted number of vehicles in a year. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**45. 2022050301 (TH)  
Date Complaint Opened: 12/08/2022  
First Licensed: 06/02/2009  
Expiration: 05/31/2023  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**An inspection was conducted at Respondent's location on December 6, 2022. The inspector issued Respondent a Notice of Violation for the following violations:**

- Open Titles (x2) in violation of T.C.A. 55-17-114(b)(1)(M)**
- County Business License in violation of Tenn. Comp. R. & Regs 0960-1-.25**
- Disclosure of Rebuilt or Salvage Vehicle required in violation of Tenn. Comp. R. & Regs 0960-1-.29**

**An investigator went back out to Respondent's location after this complaint was opened. The investigator reviewed Respondent's titles and did not find any issues. Additionally, Respondent provided a copy of their State Dealership License, however, not the county business license. As such, Counsel recommends the Commission authorize assessing a \$1,750.00 Civil Penalty. The penalty is based on Open Titles (x2) first offense for \$1,000.00, County Business License first offense for \$250.00, and Disclosure of Rebuilt or Salvage Vehicle first offense for \$500.00.**

**Recommendation: Authorizing assessing a \$1,750.00 Civil Penalty.**

**Commission Decision: Concur.**

**46. 2022050811 (TH)  
Date Complaint Opened: 12/12/2022**

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

**Complainant alleges the owner of Respondent has obtained a license from the county but failed to file and obtain a used car dealership license from the state of TN.**

**An investigation was conducted. During the investigation, the investigator confirmed Respondent is not operating as a dealer or selling vehicles. Rather, Respondent states they will only be servicing vehicles at the location. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**47.2022051751 (TH)**  
**Date Complaint Opened: 12/21/2022**  
**First Licensed: 01/31/2022**  
**Expiration: 01/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant alleges Respondent charged them more than the worth of the vehicle they purchased due to Complainant's inability to read the provided contract.**

**Complainant is elderly, without aid, and has trouble reading and writing responses. An investigation was completed. Complainant stated during the investigation, they went to trade in a vehicle to Respondent and were told they would be given \$3,000 for the trade-in. Complainant stated they were not aware of what they were signing, and that Respondent deceptively had them sign an agreement for a vehicle over \$70,000. Complainant alleged while they did sign some paperwork, they were under the belief they were signing to test drive a vehicle not purchasing it. Complainant explained they did not know what they were signing, and they tried to contact Respondent after as they were not able to afford the monthly bills they were getting, but they never received any help from anyone at Respondent's dealership. Complainant states Respondent additionally added every possible warranty to their bill in an attempt to get as much money as possible from them. Complainant states they have since been able to have the warranties removed from their bill, but are still unable to afford the vehicle as they are 73 years old and have multiple health problems.**

**Respondent states after the review of the documents, they believe the process of this sale was followed in the required fashion. Respondent states they do not see any abnormalities in the deal with Complainant, and do not believe any violations are evidenced. Respondent states all required deal documents were electronically signed through their system.**

As there does not appear to be actionable violation for the Commission to take action on, Counsel recommends closing and flagging this complaint. However, Counsel does additionally recommend referring this complaint to the Attorney General's Office and Law Enforcement for further investigation into possible Elder Abuse.

**Recommendation:** Close and flag. Counsel additionally recommends referring this complaint to the Attorney General's Office and Law Enforcement.

**Commission Decision:** Concur.

**48.2023002681 (TH)**

**Date Complaint Opened: 01/18/2023**

**First Licensed: 07/12/2012**

**Expiration: 04/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent in June 2021, and paid cash for the vehicle. Complainant is alleging Respondent never issued them their title for the vehicle they purchased over 15-months ago. Respondent states they already mailed Complainant the title to their provided address on June 26, 2021.

An investigation was conducted. Complainant explained they provided their parents address to Respondent for where to mail the title because they were in college and were receiving mail at their address at the time of purchase. Complainant explained they left the vehicle parked at their parent's place, and thought no more about the title until they were moving to Texas for a job in the later portion of 2022. Complainant advised after moving he decided to register the vehicle in Texas but when they started to ask their mom about the title for the vehicle, she couldn't remember having ever received it through the mail from Respondent.

The Complainant advised the Respondent on January 5, 2023, they called Respondent and spoke to a representative about not having the vehicle's title. Complainant stated to the investigator they agreed to apply for a duplicate title, but Respondent wanted Complainant to pay an additional \$115 for "service fees" associated with getting the duplicate title. Complainant explained to the investigator they did not believe they were responsible for the fees accrued with the duplicate title. After this conversation, the investigator requested a sworn statement as well as some other documentation from Complainant, however, Complainant failed to respond or provided the requested documents.

Respondent denied any intentional misconduct on their behalf to the investigator in relation to this matter. Respondent informed the investigator they provided Complainant with the original title by mailing it to them at the address provided shortly after purchase. Respondent further stated to the investigator after being made

aware of Complainant reportedly not receiving the vehicle's first title they immediately applied for and obtained a duplicate title on January 6, 2023, for the vehicle. Respondent explained, however, they were holding the title until Complainant paid the \$115 service fee, that they felt Complainant owed because of the fees accrued having to secure a duplicate title. Respondent states they do not believe they are liable for these fees because they already provided Complainant with the original title. Respondent provided a copy of the mailing label for the shipment of the original title they sent Complainant. Complainant was provided a copy of Respondent's surety bond information.

Counsel recommends issuing a Letter of Instruction, instructing Respondent to release the duplicate title to Complainant.

**Recommendation:** Authorizing issuing a Letter of Instruction, instructing Respondent to release the duplicate title to Complainant.

**Commission Decision:** Concur.

49.2023003111 (TH)

Date Complaint Opened: 01/20/2023

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 failure to maintain county business license.

Complainant states they purchased a vehicle from a salesperson employed by Respondent. Complainant alleges they never received the vehicle and believe they were scammed.

However, during an inspection, it was learned the salesperson does not and never did work for Respondent. Rather, Respondent also had fraudulent interactions with the salesperson mentioned in the complaint. The inspection uncovered Respondent was not involved in the sale of the vehicle in the complaint or with the mentioned salesperson. As such, Counsel recommends closing the complaint against Respondent, and opening a complaint against the mentioned salesperson.

**Recommendation:** Closing the complaint against Respondent, and opening a complainant against the salespersons mentioned in the complaint.

**Commission Decision:** Concur.

50.2022052621 (ES)

Date Complaint Opened: 12/29/2022

First Licensed: 03/23/1999

Expiration: 03/31/2025

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

**Complainant alleges that the Respondent has failed to provide permanent title for vehicle purchased with cash, in full, on 10/7/22. Respondent alleges they offered to purchase the vehicle back from Complainant at current market value but Complainant claims this never happened and is not true. An investigation was conducted. Complainant confirmed Respondent has provided the title and registration and does not wish to pursue this complaint. Respondent issued two temporary tags prior to registering the vehicle. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**51. 2022050321 (ES)**  
**Date Complaint Opened: 12/08/2022**  
**First Licensed: 06/02/2009**  
**Expiration: 05/31/2023**  
**License Type: Motor Vehicle Dismantler/Recycler**  
**History (5 yrs.): None.**

**A Notice of Violation was issued to Respondent during inspection on 12/6/22 for failing to produce an active county business license. Counsel recommends issuing a \$250 civil penalty for this violation.**

**Recommendation: Authorize a \$250 civil penalty for expired county business license**

**Commission Decision: Concur.**

**52. 2023003561 (ES)**  
**2023006301**  
**Date Complaint Opened: 01/25/2023, 02/12/2023**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dismantler/Recycler**  
**History (5 yrs.): None.**

**2023003561**

**Complainant is alleging Respondent is engaged in unlicensed activity as a dismantler/recycler. A Notice of Violation (“NOV”) was issued by an inspector because of possible unlicensed activity and because there were vehicles sitting from the building up to the highway’s right of way. An investigation was conducted to follow-up and make sure the owner of the business moved the vehicles/parts off of the state**

right-of-way and to further investigate the allegations of unlicensed activity. Respondent cooperated with the investigation and revealed that Complainant is their cousin and they have been in multiple arguments and altercations recently. Respondent explained that Complainant is trying to get them out of a lease and causing problems in their efforts. Respondent states they are a mechanic and sometimes uses parts off old vehicles to make repairs. Respondent denies selling used parts or used vehicles for profit to customers. However, Respondent admits they have sold up to two vehicles that belonged to them, but never more than that in a calendar year. Respondent has reached out to the Commission for clarity on whether they need a D & R license and does not believe they need one for the work they perform. The investigator stated they observed the lot to be clean and the old vehicles mentioned in the NOV had been moved. The inspector and the investigator both confirmed there were no vehicles or parts for sale when they visited on separate occasions. The Complainant had filed a complaint with their local County Planning Commission about the state of the property but received a letter stating the property complied after Respondent made changes requested by the County. Counsel recommends issuing a Letter of Instruction detailing the business activities that require a dealer license and a D & R license.

**Recommendation:** Letter of Instruction regarding dealer and D & R licensure

**Commission Decision:** Concur.

**2023006301**

This complaint was filed by a resident of Illinois alleging they were in Tennessee on vacation and noticed a repair shop (Respondent's business) while driving around. Complainant alleges they inquired about a truck that was located at Respondent's business but were unable to purchase it because "the emissions had been removed." An investigation was conducted. The investigator attempted to contact Complainant multiple times and left messages, but Complainant never returned the communications. The investigator believes Complainant was asked to file this complaint by Respondent's cousin as an attempt to continue to cause problems and get Respondent kicked out of their lease as summarized in the complaint above. There is no evidence to support the allegations and Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

53. 2023004461 (ES)  
Date Complaint Opened: 02/02/2023  
First Licensed: N/A (Unlicensed)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**Complainant is a licensed dealership. Complainant alleges Respondent is operating as an unlicensed dealership and is using Complainant's business name to advertise online, selling vehicles with open titles, and using Complainant's name to try to get loans. Respondent alleges Complainant provides directions to Respondent's lot and then when consumers arrive there, Complainant harasses them by asking them questions and tells them they are at the wrong location, pointing them to Complainant's address. An investigation was conducted. The investigator conducted internal research which shows Respondent has never applied for or obtained any kind of license with the Commission. The investigator was able to find one vehicle that had been advertised for sale online by Respondent as an individual, but nothing further. Complainant stated they had received a call from a lender asking them to verify certain information related to an application for a loan that a consumer was applying for to purchase a vehicle. Complainant did not have the vehicle in their inventory and the consumer claims Respondent was the one who had shown it to them. Complainant provided screenshots of 6 vehicles that had been advertised for sale by Respondent on LSN (Local Sales Network), which is a free, online classified ad platform. Complainant also stated Respondent and their family lived at a residence situated right behind their dealership. Complainant has filed a police report with the local police department. When the investigator went to Respondent's residence, they noticed three vehicles parked in the driveway, but none were advertised for sale. The investigator was able to talk to Respondent and they confirmed their contact information. Respondent stated he had sold 3 vehicles in the last calendar year, all which had been registered in their name. Respondent confirmed their username on LSN. Respondent states he helps friends in the community who cannot speak English by posting vehicles for sale on LSN and confirms they receive a \$20-\$30 commission for their assistance. Respondent asked the investigator what they had done wrong and what was going on. The investigator explained the rules for needing a dealer license and that an individual can sell up to 5 vehicles without a license. Respondent did not feel comfortable answering any more questions and would not provide a written statement. The investigator went to the local clerk's office and was informed Respondent had 4 vehicles registered to him in 2022 and 2 vehicles in 2021. Complainant later informed the investigator that 4 more vehicles appeared to be advertised for sale on LSN with a different username, but with Respondent's phone number. The investigator concluded that Respondent is likely actively advertising and selling vehicles and possibly using open titles to avoid detection and licensing requirements. Because we do not have enough proof at this time to provide Respondent has sold more than 5 vehicles in a calendar year, Counsel recommends issuing a Letter of Warning to Respondent. Further, Counsel recommends referring this matter to the Department of Revenue and local law enforcement.**

**Recommendation: Letter of Warning regarding unlicensed activity and referral to the Department of Revenue and local law enforcement**

**Commission Decision: Concur.**

**54. 2023003741 (ES)**  
**Date Complaint Opened: 01/27/2023**  
**First Licensed: 01/22/1999**  
**Expiration: 09/30/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant took their vehicle to Respondent's service center for a routine service check. Complainant let Respondent know they were upset because they had a dirty filter because Respondent was supposed to check it during the last service check. Complainant alleges Respondent cuts corners because they have an older model vehicle. Complainant showed the service advisor pictures of the alleged dirty filter. Complainant left in a loaner car during the service check and states Respondent called them to say the vehicle is in decent shape but needs front brakes and a new cabin filter. Complainant notes this is the first time they have ever mentioned the filter. Complainant wants Respondent to replace the \$80 filter for free. Respondent replaced the air filter for free but would not also replace the cabin filter for free and Complainant is upset about that. Respondent confirms that Complainant dropped off their vehicle for service and notes it has over 263,000 miles on it. Respondent confirms Complainant was upset about the recommended repairs and replacements. Complainant told Respondent that "maybe they are not inspecting things when performing services" and demanded to receive something for free. Respondent agreed to replace one of the two filters for free, leaving Complainant to choose which filter. Respondent will not be making any other offer and denies doing anything wrong. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**55. 2023004341 (ES)**  
**Date Complaint Opened: 02/01/2023**  
**First Licensed: 03/04/2002**  
**Expiration: 02/29/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent around 10/4/22 and alleges Respondent asked them to lie about their down payment to a lender. Complainant also alleges they made a payment but started receiving calls from Respondent alleging they are hindering the creditor and need to come down to the dealership or they will lose the vehicle. Complainant went back and the finance manager asked about a co-signer and allegedly asked about their mother's bank statements. Complainant alleges Respondent tried to use their mother's information without her permission. Complainant states Respondent told them the original lender went out of business and the paperwork needed to be done again. Complainant states their payment has gone

up over \$80 and “their experience is ruined”. Complainant alleges Respondent refuses to provide the title and registration. Complainant alleges their vehicle has since been stolen. Respondent states Complainant has provided false information in their complaint. Respondent states they originally tried to use a lender who approved a loan but went out of business and never funded the loan. Respondent had to call Complainant back in to get financed with another company. Respondent states the loan was funded and the title and registration has been ready for some time, but Complainant will not come pick it up. Respondent states Complainant hasn’t even contacted them. Respondent denies ever involving Complainant’s mother in any way and she has nothing to do with the financing or title. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**56.2023003231 (TH)**

**Date Complaint Opened: 01/23/2023**

**First Licensed: 08/13/2021**

**Expiration: 08/31/2023**

**License Type: Motor Vehicle Dealer**

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

An annual inspection was conducted at Respondent’s dealership location on January 13, 2023. During the inspection, the inspector found Respondent was in possession of two open titles for vehicles they owned. The inspector notes that while checking deal files, they found Respondent had sold a vehicle on January 10, 2023, which had been salvaged/rebuilt to a customer and failed to show proof of the required signed salvaged notice disclosure form. Accordingly, the inspector issued a Notice of Violation for violations of T.C.A. 55-17-114(b)(1)(M), Open Titles (x2), and Tenn. Comp. R. & Regs. 0960-1-.29, Disclosure of Rebuilt or Salvage Vehicle.

Respondent states both mentioned open titles were for vehicles they purchased from another dealer, whose owner is a partner in Respondent’s business. Respondent states they now realize this was an oversight but at the time they believed since it was a title from another dealer, that they still had to sign the title right away.

Respondent states for the Disclosure of the Rebuilt Title, the customer in question was informed of the rebuild prior to the sale, however, the salesperson just forgot to get the Notice signed. Respondent states they have since had Complainant sign the required paperwork. Respondent provided the signed disclosure by the customer, indicating they knew of the Rebuilt Title prior to the sale.

Counsel recommends the Commission authorize assessing a \$1,000 Civil Penalty for Respondent’s open titles found during the inspection. Additionally, Counsel recommends authorizing issuing a Letter of Warning to Respondent outlining their

duty to get the Disclosure of Salvage/Rebuilt Title signed at the time of sale.

**Recommendation:** Authorizing assessing a \$1,000 Civil Penalty for Respondent's open titles found during the inspection, and a Letter of Warning to Respondent outlining their duty to get the Disclosure of Salvage/Rebuilt Title signed at the time of sale.

**Commission Decision:** Concur.

**57. 2023005001 (ES)**

**Date Complaint Opened: 02/06/2023**

**First Licensed: 12/14/2016**

**Expiration: 12/31/2022 (Revoked)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with voluntary revocation of motor vehicle dealer license for unlicensed activity, failure to produce business records, possession of open titles, and engaging in false, fraudulent, or deceptive practices.**

**This complaint was opened by the Director due to information received by the County Clerk notifying us that the respondent could be selling vehicles on a revoked license. We revoked Airway Motors' dealer license in August of 2021, and they voluntarily surrendered their dealer license. An investigation was conducted. The investigation revealed Respondent has only sold five vehicles in the last calendar year and there is no evidence of unlicensed activity. Counsel recommends closure.**

**Recommendation:** Close.

**Commission Decision:** Concur.

**58. 2023000461 (ES)**

**2023007231**

**Date Complaint Opened: 01/05/2023, 02/17/2023**

**First Licensed: 01/27/2017**

**Expiration: 01/31/2023 (Closed)**

**License Type: Motor Vehicle Dealer**

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

**2023000461**

**Complainant purchased a used vehicle from Respondent in June 2022 and alleges it needed to be aligned. Complainant alleges Respondent dropped the ball and they had to bring the car to them after purchase. Complainant states they were then told it couldn't be fixed by Respondent because the vehicle was Canadian, therefore it needed a new speedometer cluster. Complainant states Respondent finally made the repair, but the mileage was changed. Complainant states the vehicle also is showing kilometers and Celsius, and the mph reader is too small to see. Respondent has since purchased the vehicle back from Complainant and resolved this issue to their**

satisfaction. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2023007231**

Complainant alleges Respondent pressured and forced the complainant to use a specific lender for financing to receive a reduced rate. Complainant also alleges they were given “unfavorable terms” and the finance rate was marked up. Respondent notes that their website clearly discloses and states all incentives, including the \$1,000 incentive for allowing them to obtain financing on a consumer’s behalf versus a consumer bringing a check from their lender. The disclosure is listed on each vehicle individually, clearly, and conspicuously. When Complainant arrived, they stated their preference in bringing a check from their preferred lender. Respondent denies ever telling Complainant they could not obtain their own financing. However, after being reminded in the finance office when reviewing the loan and purchase documents, they chose to allow Respondent to complete the financing in order to take advantage of the finance incentive. Respondent contracted Complainant using the term they requested, and the rate corresponded with the term per the approval from the lender. Respondent provides the original approval from the lender as proof Complainant was treated fairly and given the term/rate from the lender. Counsel recommends closure based on the lack of evidence that any violations were committed by Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**59.2023003671 (ES)**

**Date Complaint Opened: 01/26/2023**

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

**Expiration: 09/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle on 12/8/22 and alleges it has not been registered with their local South Carolina clerk as of 1/26/23. Respondent states they sent the MSO, a check for collected taxes and other supporting documentation for registration to that clerk around 12/14/23. The paperwork was sent back to them for additional information and received around 1/13/23, which Respondent immediately addressed, and contacted that clerk various times on Complainant’s behalf. Respondent made sure Complainant had a temporary tag and the registration has since been processed. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**60. 2023004241 (ES)**  
**Date Complaint Opened: 01/31/2023**  
**First Licensed: 10/12/2012**  
**Expiration: 09/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is a resident of Ohio who purchased a used truck from Respondent on 10/15/22. Complainant alleges Respondent shorted them \$674.33 on the refund check paid to them for state sales tax which had originally been rolled into the loan. The money was being returned to them to pay for the taxes and fees when registering the vehicle in Ohio. Respondent eventually paid the difference owed to Complainant, but they are still upset Respondent didn't officially admit they were wrong. Complainant feels Respondent may not be paying the sales tax on warranties as they claim. Complainant wants the Attorney General to investigate this and this complaint was also filed with their office. Respondent confirms they collected sales tax based on the vehicle, service contract and ancillary products purchased in accordance with Tennessee tax code. The Tennessee sales tax is reported monthly on Respondent's Schedule B Form Computation of Local and Sales & Use Tax. Respondent paid Complainant \$674.33 as a gesture of goodwill based on Complainant's misunderstanding. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**61. 2023004491 (ES)**  
**Date Complaint Opened: 02/02/2023**  
**First Licensed: 10/19/2021**  
**Expiration: 08/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they took their vehicle to Respondent to service a recall regarding airbags and alleges Respondent damaged the dash in a couple of places while working on the vehicle. Respondent states the dash on the 2012 vehicle was already cracked when they performed the airbag recall on the passenger side dashboard. Respondent notes the crack is on the driver side of the dash, where there was no work performed. Respondent reached out to the manufacturer on Complainant's behalf, but they declined to repair the dash considering it was already damaged before the service. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**62. 2023005041 (ES)**

**Date Complaint Opened: 02/06/2023**

**First Licensed: 03/10/2003**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent is using bait and switch tactics and engaging in potentially false advertising. Complainant claims they found a used vehicle advertised online by Respondent for \$25,713 and called the dealership. Complainant was informed the vehicle was on the lot and Respondent asked for a \$500 down payment to hold it until the following day. Respondent then called Complainant back a few minutes after taking their credit card information and stated there had been a mistake in the price which was listed. The price was supposed to have been listed at \$32,700. Complainant asked if the price had changed because of all of the interest in the vehicle and Respondent said no, it was just a mistake. Complainant believes this was intentional and deceptive behavior. Complainant further alleges Respondent ran their credit for the increased price and then called them to inform them of the price mistake, all without disclosing or asking permission to run their credit. Complainant attached screenshots of the vehicle advertised showing it had been changed from \$25,713 to \$32,916. Respondent denies running Complainant's credit for the correct amount or any specific amount at all. Complainant originally wanted to proceed with the purchase, and provided their credit information in the normal course of business for a purchase. However, Respondent provided a copy of the letter addressed to the credit agency explaining the error and requesting the inquiry be removed. Respondent denies engaging in bait and switch tactics and is very sorry that Complainant found the vehicle listed online with the incorrect sales price. Prices are entered manually by dealership personnel and are subject to human error from time to time. Respondent states the mistake was in no way an intention to deceive anyone. Respondent states they do not see listing a vehicle for thousands less than they are able to sell it for as a viable business strategy. Respondent has discussed this mistake internally in the hopes it can be prevented in the future. The employee who spoke to Complainant on the phone uses the website listings to quote used car prices and used the price he saw online. Only when the employee took the deposit authorization to a Sales Manager, who is responsible for keying in pricing, would the pricing discrepancy have been discovered. The Sales Manager would have compared the deposit authorization with the sale price to the inventory cost and would have seen the listed price could not be correct. Respondent did correct the pricing online as soon as they were made aware of it. Respondent has offered Complainant a \$500 rebate on any vehicle they want to purchase and offers an "Anytime Used [manufacturer name] Maintenance Plan" that is good at any of the dealerships for 2 years/20,000 miles. Respondent also provided a copy of the Retail Breakdown for the vehicle at issue. Counsel believes this was a**

**mistake which was corrected immediately and due to human error, and considering the dealership has been open for 20 years without any incident or discipline, recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**63.2023007491 (ES)**

**Date Complaint Opened: 02/21/2023**

**First Licensed: 01/04/2017**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for advertising new vehicles at a used car dealership. 2022 – One complaint closed with \$250 civil penalty for refusing to honor an advertised price and adding a market adjustment of \$8,800**

**This complaint was filed by a Commissioner noting that Respondent has been featuring and marketing new vehicles despite not being recognized as a new vehicle franchise. Respondent is a used car dealership without a franchise agreement to sell new vehicles. Respondent's parent company owns a new franchise dealership about 45 minutes away from Respondent's location (this dealership is the Respondent in Complaint 2023011461 below). Respondent is only recognized and licensed as a used car dealership and has no service or parts operation to perform any warranty repairs, nor does it have a dealer agreement with the manufacturer. The Commission has previously sent an inspector to Respondent's location and issued a Letter of Warning about this violation, which led to Respondent's management removing the new inventory from the lot. However, Complainant received a direct mail solicitation in early February of this year clearly representing that Respondent is a franchise dealership selling new vehicles, with the dealership name being changed to add the manufacturer reference. Therefore, it appears Respondent has ignored the Commission's previous warning in the Letter of Warning sent on November 19, 2021, which clearly stated Respondent was not licensed and not allowed to sell new vehicles unless they obtained a different license. Respondent is once again trying to market new vehicles outside of their defined market area.**

**An investigation was conducted. The investigation revealed Respondent's website was advertising 47 new vehicles and listed Respondent's location. The investigator went to Respondent's location along with the inspector who previously cited Respondent for the violation back in 2021, and they met with the General Manager. This was the same manager who was there in 2021 when the new vehicles were on the lot prior to them being moved after the Letter of Warning was issued. There were 8 new vehicles present on the lot in the front row. The General Manager confirmed that he remembered the inspector issuing a Notice of Violation in 2021 and had no excuse for their current display of new vehicles. The vehicles were marked with 2023 stickers on**

**the windshield and Buyers Guides in the window instead of Monroney Labels, although one of the vehicles had a laminated Monroney sticker on the dash.**

**Since the investigation, the new vehicles have been moved to the franchise dealership location for sales and display marketing to take place there from now on. Respondent's attorney provided a response which admitted new vehicles were placed on Respondent's lot for exposure and marketing. Further, Respondent admits to misrepresenting them as used vehicles. This is supported by the numerous cases of new vehicles marked with Buyers Guides and not Monroney Labels. Respondent's counsel's explanation for marking the new vehicles with Buyers Guides is as follows: The new vehicles were placed on the used car lots for exposure and marketing, not for sale. "Respondent never wanted to represent they were anything other than a used vehicle. They used . . . Buyers Guides so they would appear like any other used vehicle to any potential customer. . . any [new] vehicle on any independent lot was identified as a used vehicle." Counsel cannot make sense of this explanation and finds it to be intentional fraudulent behavior. Respondent denies ever attempting to sell new vehicles from Respondent's dealership, and claims they were simply "referrals". However, documents recovered in the investigation seem to show otherwise. The investigation revealed that Respondent had issued temporary tags to 6 new vehicles between 10/29/21 to 12/19/22. Respondent mentions they also had new vehicles being displayed at two other sister dealerships only authorized to sell used cars. It appears Respondent moved new vehicles to the used dealerships, including Respondent's, for exposure, but then camouflaged their origins when they marketed them as used vehicles. Respondent admitted that approximately 132 sales/referrals were done by way of the three used dealerships between October 2022 and March 2023.**

**Respondent states that since the investigation, all new vehicles have been removed from the used car dealerships, including Respondent's, and returned to the franchise dealership location. Respondent states that all marketing material has been updated to show that new vehicles are only available at the franchise dealership location. Counsel reviewed Respondent's website and it appears all new vehicles are listed to be located at the franchise dealership as of 4/11/23. However, you can still "shop" for new vehicles from Respondent's website. You can view new and used inventory from Respondent's home page, and the heading of the page which lists the 38 new vehicles for sale shows Respondent's dealership name. Additionally, the "About Us" page on Respondent's website states, "We offer a fine selection of new vehicles and a vast inventory of pre-owned vehicles for you to choose from" and "Looking for a great deal on a new vehicle? Look no further than [Respondent's name]." Additionally, there are pop-ups on Respondent's website that advertise vehicle lease programs and allows you to look a new vehicle inventory.**

**Counsel recommends the following civil penalties for the following violations:**

- 1. Respondent advertised 47 new vehicles for sale on their website, clearly offering them to be sold from the used car lot. Respondent calls their dealership a dealer that sells new vehicles multiple times throughout their website, uses the manufacturer's name and adds it to their dealership name making it appear to**

- be a franchise store. Further, Respondent sent out mailers and had radio ads stating new vehicles could be bought at Respondent's location. Counsel notes that some of these issues have still not been fixed. This is a violation of Rule 0960-01-.12 (false, misleading or deceptive advertising); and TCA § 55-17-114(b)(1)(K) (false, fraudulent and deceptive acts involving the sale of a motor vehicle) - \$1,000 per vehicle for a total \$47,000 civil penalty
2. Respondent had 8 new vehicles on the lot with Buyers Guides instead of Monroney labels, admittedly to make them appear to customers as used vehicles. This is a violation of TCA § 55-17-114(b)(1)(K) (false, fraudulent and deceptive acts involving the sale of a motor vehicle); TCA § 55-17-114(a)(1)(F) (practiced fraud in the conduct of business); and Rule 0960-01-.19 (compliance with all applicable Tennessee and federal laws and regulations) - \$5,000 per vehicle for a total \$40,000 civil penalty
  3. Respondent sold *at least* 6 new vehicles, which Respondent and their counsel have blatantly lied about. This is evidenced by the Bills of Sales showing Respondent's dealership and address, and because Respondent issued temporary tags to these vehicles through their dealership and access to EZ tags. Further, the paperwork contradicts itself in places with both dealership names appearing on different documents, which is deceptive. This is a violation of TCA 55-17-109 and 55-17-110 (requires a business to obtain a license for each activity in which the business is engaged for each location); TCA 55-17-111(4) and (5) (requires dealers to state on their application whether they propose to sell new or used vehicles or both, and to state what trade name or line-makes of new motor vehicles that the dealer has been franchised to sell); TCA 55-17-113(b) (requires a dealer to promptly notify the Commission of a change in franchise or any other matters required by rule and states a new license must be applied for); TCA 55-17-114(b)(1)(K) (false, fraudulent and deceptive acts involving the sale of a motor vehicle); and TCA 55-17-114(b)(1)(C) (prohibits a dealer from selling a new vehicle for which they cannot secure a new car warranty) - \$5,000 per vehicle for a total \$30,000 civil penalty
  4. Respondent was unable to produce a deal file for one of the sales of a new vehicle where the Respondent issued a temporary tag to the new vehicle after the sale. However, Respondent's counsel later provided a single document in the form of a "Bill of Sale" that showed the franchise dealer as the seller, which Counsel believes is deceptive and fraudulent. This is a violation of TCA 55-17-114(a)(1)(H) (requires dealer to make available to the Commission all records of transactions and sales of motor vehicles); and TCA 55-17-114(b)(1)(K) (false, fraudulent and deceptive acts involving the sale of a motor vehicle) - \$1,000 for missing deal file plus \$1,000 for deceptive Bill of Sale for vehicle that used dealer issued a temporary tag for, for a total \$2,000 civil penalty

As summarized above, Counsel recommends a total \$119,000 civil penalty plus discussion of possible suspension or revocation of Respondent's license. Counsel considers these violations to be egregious considering the clear warning the Commission provided to the Respondent in November 2021, the admission by Respondent that they were aware of that warning and had no excuse for these actions, and the number of violations that involve intentional and willful misconduct. Rule

0960-01-.13 allows the Commission to assess lawful disciplinary action, including suspension or revocation, and/or civil penalties in the amount of \$100 up to \$5,000 for each day of violation or for each act of violation. In determining the amount of civil penalty, the Commission should consider the following factors:

- (a) Whether the amount imposed will be a substantial economic deterrent to the violator;
- (b) The circumstances leading to the violation;
- (c) The severity of the violation and the risk of harm to the public;
- (d) The economic benefits gained by the violator as a result of non-compliance; and
- (e) The interest of the public.

**Recommendation:** Authorize a \$119,000 civil penalty plus discuss possible suspension or revocation of Respondent's license

**Commission Decision:** Authorize a \$119,000 civil penalty and issue a five-day suspension of the dealer's license at franchise dealership location and the three used dealership locations related to this complaint

64.2023011461 (ES)

Date Complaint Opened: 03/10/2023

First Licensed: 06/11/2013

Expiration: 12/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2018 – One complaint closed with \$2,000 civil penalty for engaging in false, fraudulent, or deceptive business practices.

Respondent is the new dealer franchise location involved in the investigation related to complaint 2023007491 above. A Notice of Violation was issued to Respondent on 2/24/23 for offsite sales/curbstoning by selling new vehicles at their sister location only authorized to sell used vehicles, failure to produce an active county business license and failure to maintain business records. The investigator met with Respondent's owner/Comptroller and asked to review records related to sales of new vehicles in the last three years at all three used dealerships in the state. Because of the tremendous amount of paper records, it would be impossible for the investigator to locate the records he needed. The Comptroller told the investigator to email him the following Monday and request what was needed, and he would find it and send it to the investigator. The Comptroller never provided the requested records, and the investigator was only able to find one sales file showing that a new vehicle was sold at the used dealership from the complaint 2023007491 above. However, as summarized above, we do have proof 6 new vehicles were sold from the used dealership referenced above because they issued temporary tags to 6 new vehicles. The investigator then started searching the three used dealerships' websites, social media, and salesman's social media pages for any new vehicle sales at the used dealership locations. The investigator found that approximately 43 new vehicles were sold and advertised at the used dealership referenced in the complaint 2023007491 above. For another used

dealership location, the investigator found that approximately 24 new vehicles were sold and several advertised. For the last and newest used dealership location, the investigator found that 2 new vehicles were sold, and 1 new vehicle was advertised. Respondent's counsel admits that approximately 900 customers were "referred" to their dealership from the independent lots in the last 3 years.

Counsel recommends the following civil penalties for the following violations:

1. Respondent advertised and/or sold at least 75 new vehicles at 3 different independent locations. Respondent is still advertising some of their new vehicles online at the used dealerships, although they have corrected some advertising issues online. This is a violation of Rule 0960-01-.12 (false, misleading, or deceptive advertising); and TCA § 55-17-114(b)(1)(K) (false, fraudulent and deceptive acts involving the sale of a motor vehicle) - \$1,000 per vehicle for a total \$75,000 civil penalty
2. Respondent failed to provide an active county business license. This is a violation of Rule 0960-1-.25 (requires active county business tax license) - \$250 civil penalty

As summarized above, Counsel recommends a total \$75,250 civil penalty plus discussion of possible suspension or revocation of Respondent's license. Counsel considers these violations to be egregious considering the clear warning the Commission provided to Respondent's sister location who was advertising Respondent's new vehicles for sale in November 2021, the fact the vehicles were moved immediately back to Respondent's location after the 2021 investigation, and the number of violations that involve intentional and willful misconduct. Rule 0960-01-.13 allows the Commission to assess lawful disciplinary action, including suspension or revocation, and/or civil penalties in the amount of \$100 up to \$5,000 for each day of violation or for each act of violation. In determining the amount of civil penalty, the Commission should consider the following factors:

- (a) Whether the amount imposed will be a substantial economic deterrent to the violator;
- (b) The circumstances leading to the violation;
- (c) The severity of the violation and the risk of harm to the public;
- (d) The economic benefits gained by the violator as a result of non-compliance; and
- (e) The interest of the public.

**Recommendation:** Authorize a \$75,250 civil penalty plus discuss possible suspension or revocation of Respondent's license

**Commission Decision:** Authorize a \$75,250 civil penalty and issue a five-day suspension of the dealer's license at franchise dealership location and the three used dealership locations related to this complaint

65.2023011431 (ES)

**Date Complaint Opened: 03/10/2023**

**First Licensed: 01/04/2017**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity. 2022 – One complaint closed with \$250 civil penalty for advertising violation.**

**A Notice of Violation was issued to Respondent during the inspection related to Complaint 2023007491 above for failing to produce an active city business license. Counsel recommends issuing a \$250 civil penalty for this violation.**

**Recommendation: Authorize a \$250 civil penalty for expired city business license**

**Commission Decision: Concur.**

**66. 2023006291 (ES)**

**Date Complaint Opened: 02/12/2023**

**First Licensed: 08/06/2019**

**Expiration: 07/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$250 civil penalty for engaging in false, fraudulent, or deceptive practice(s).**

**Complainant alleges Respondent is engaging in false advertising by charging \$2,000 for transport fees, certification fees, and dealer doc fees. Complainant provides no evidence or documentation to support their allegations. Respondent has never corresponded or engaged in business with the Complainant and thoroughly denies the allegations. Respondent does not charge a doc fee or any other fees in addition to an advertised price. The only fees charged outside of the advertised price is for tax, tag and title and if the customer were to purchase an extended warranty. Complainant does not rebut the response. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**67. 2023005841 (TH)**

**2023005961**

**Date Complaint Opened: 02/09/2023, 02/10/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**Complaint #2023005841:**

**Complainant states they purchased a vehicle from a salesperson who had an email with Respondent's name in it. Complainant states they wired transfer the salesperson \$42,500 for the vehicle and \$1,000 via PayPal for delivery of the vehicle. Complainant states they took delivery of the vehicle on October 15, 2022, when it was shipped to them. Complainant alleges, however, the salesperson sent them a title that was not in the correct name. Complainant states at the time of delivery, the vehicle had blood in the car and multiple issues, including both mechanical and body.**

**Respondent failed to answer the complaint.**

**An investigation was conducted. During the investigation, the investigator researched verify.tn.gov and found an application in process for a Motor Vehicle Dealer License for Respondent. Additionally, verify.tn.gov also showed the salesperson has an expired Salesman License, failing to renew since September 30, 2008. Additionally, the investigator spoke with a State of Tennessee Revenue Agent and was advised they were currently conducting a criminal investigation involving this respondent and asked for the department to hold off on their investigation until they could bring the criminal investigation to a close. As such, Counsel recommends placing this matter in Litigation Monitoring until we are informed of the closure of the Department of Revenue's criminal case.**

**Complainant #2023005961:**

**Complainant states they purchased a vehicle from a salesperson who had an email with Respondent's name in it. Complainant states they paid a \$1,000 deposit to the salesperson. Complainant states on September 9, 2022, they wired the balance due to the salesperson. Complainant states they paid the salesperson a total of \$50,000, and as of October 28, 2022, the vehicle had not been delivered and they have not been refunded.**

**An investigation was conducted. During the investigation, the investigator researched verify.tn.gov and found an application in process for a Motor Vehicle Dealer License for Respondent. Additionally, Verify.tn.gov also showed the salesperson has an expired Salesman License, failing to renew since September 30, 2008. Additionally, the investigator spoke with a State of Tennessee Revenue Agent and was advised they were currently conducting a criminal investigation involving this respondent and asked for the department to hold off on their investigation until they could bring the criminal investigation to a close. As such, Counsel recommends placing this matter in Litigation Monitoring until we are informed of the closure of the Department of Revenue's criminal case.**

**Recommendation: Place both matters in Litigation Monitoring.**

**Commission Decision: Concur.**

**Date Complaint Opened: 01/10/2023**  
**First Licensed: 04/07/2016**  
**Expiration: 07/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant is a finance company and alleges Respondent failed to provide them the perfected titles or states-issued proof of lien showing their customers as the owner of the vehicles in question and Complainant as the lienholder. Complainant states they paid all required funding amounts to Respondent in good faith. Complainant alleges Respondent has defrauded them by failing to convey ownership to the customers as owners of their vehicles, and Complainant as the lien holder.**

**Respondent failed to answer the complaint, and the physically mailed complaint was returned as undeliverable from Respondent's address.**

**An investigation was conducted. The investigator conducted research in VERSA and verify.tn.gov and found Respondent has a Dealer License that showed "CLOSED" as of September 8, 2022. The investigator learned an inspector had previously submitted to the Motor Vehicle Commission a Recommendation for Cancellation of Dealer License for Respondent, after going by their location several times with no activity observed. The investigator additionally went by Respondent's location on March 13, 2023, and found the front gate locked and the business appeared to be closed. Additionally, the investigator noted there were no vehicles on the lot displayed for sale. As such, Counsel recommends closing and flagging this complaint.**

**Recommendation: Close and Flag.**

**Commission Decision: Concur.**

**69.2023001341 (TH)**

**Date Complaint Opened: 01/11/2023**  
**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. 2023 – One complaint closed with letter of warning for failure to respond to the Board's request for a response to a complaint.**

**Complainant is alleging negligence on behalf of Respondent's repair of their vehicle. The Respondent states the repairs were completed for Complainant under warranty and at no cost to Complainant.**

**An investigation was conducted. Respondent confirmed with the investigator the repairs were completed at no cost to Complainant. The investigator could not get in contact with Complainant throughout their investigation despite multiple attempts to**

contact them and their listed witnesses. The investigator did not uncover evidence of any violations on behalf of Respondent. Accordingly, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**70. 2023003001 (TH)**

**Date Complaint Opened: 01/20/2023**

**First Licensed: 07/30/2020**

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with executed consent order and remitted \$3,500 civil penalty for issuing more temporary tags than allowed.**

Complainant states they purchased a vehicle from Respondent in March 2022. Complainant states that in June, the vehicle's starter needed to be replaced, and it was at that time they realized they were never provided with a permanent tag. Complainant states they received four (4) temporary tags.

Respondent states it did take them some to get the vehicle's title paperwork completed, and they apologize for the delay. Respondent states, however, the title has since been provided to Complainant. Respondent confirmed they provided Complainant four (4) temporary tags. As such, Counsel recommends the Commission authorize assessing a \$1,000.00 Civil Penalty for Respondent's second incident of issuing more temporary tags than the legally allotted amount.

**Recommendation:** Authorizing assessing a \$1,000.00 Civil Penalty for Respondent's second incident of issuing more temporary tags than the legally allotted amount.

**Commission Decision:** Concur.

**71. 2023001831 (TH)**

**Date Complaint Opened: 01/12/2023**

**First Licensed: 01/04/2022**

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant states they were scammed by Respondent to pay extra money for services they did not receive.

An investigation was conducted. During the investigation it was determined the vehicle was not sold by Respondent, rather, it was confirmed it was sold by another dealership to Complainant. The investigator spoke with the correct dealership, and they explained they have repossessed the vehicle from Complainant due to missed

payments. As such, Counsel recommends closing the complaint against Respondent, and opening a complaint against the correct dealer to investigate any possible violations.

**Recommendation:** Close the complaint against Respondent and open a new complaint against the correct dealership.

**Commission Decision:** Concur.

72. 2023007151 (ES)  
Date Complaint Opened: 02/17/2023  
First Licensed: 02/07/2022  
Expiration: 12/31/2023  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent in November 2021 and alleges it has been back to their shop more than 6 times for break lines, transmission, motor, and other issues. Complainant alleges Respondent tends to keep the vehicle for long periods of time and did not provide a loaner car. Complainant did purchase a warranty for the vehicle which has allowed them to get the repairs done but states Respondent does not help. Respondent confirms this is true but states they have gone above and beyond to try to make Complainant happy, trying to trade her out of the vehicle, but they were only interested in vehicles that were not in line with the value of the trade-in. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

73. 2023004761 (ES)  
2023004791  
Date Complaint Opened: 02/03/2023, 02/03/2023  
First Licensed: 10/03/2018  
Expiration: 09/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**2023004761**

Complainant purchased a used vehicle from Respondent on 6/30/22 and alleges there was a vibration from the back passenger tire. Complainant alleges they were instructed the part had been ordered and would be fixed, but this never happened. Complainant alleges the transmission went out in August and the vehicle was towed to Respondent's dealership. Complainant states they were told they would have to pay for the repairs and come pick up the vehicle in two days. Complainant feels like they

were scammed after paying \$1,700 down and \$670 monthly. Respondent notes this was an as-is purchase and Complainant declined to purchase the warranty that was offered. Further, Respondent provided the document showing nothing was owed or promised to Complainant regarding the sale of the vehicle. Respondent does not have a service center and would not have recommended the vehicle be towed to their dealership if they would have known that was the plan. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**2023004791**

Complainant purchased a used vehicle from Respondent and alleges they had mechanical issues related to wheel trouble in October and December 2020, July, and November 2021, and again in early 2022. Complainant alleges a Firestone informed them they could not repair the truck because the frame had large holes in it and claimed the vehicle shouldn't have been sold. Complainant alleges Respondent told them they would help them find another truck but has not done so. Respondent notes this was an as-is sale with no warranty. Respondent and Complainant also both confirm Complainant's boyfriend bought the vehicle from Respondent in April 2020 and Complainant bought the vehicle from his estate. Respondent did help Complainant apply for another vehicle in February 2022, but the loan terms were outside of their budget. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

- 74. 2023008641, 2023008651, 2023008671, 2023008731, 2023008741, 2023008791, 2023008801, 2023008811, 2023008821, 2023008921, 2023008931, 2023008981, 2023009011, 2023009041, 2023009081, 2023009111, 2023009131, 2023009151, 2023009161, 2023009181, 2023009191, 2023009201, 2023009211, 2023009221, 2023009241, 2023009271, 2023009281, 2023009341, 2023009361, 2023009391, 2023009431, 2023009451, 2023009471, 2023009521, 2023009581, 2023009591, 2023009601, 2023009611, 2023009631, 2023009651, 2023009681, 2023009721, 2023009741, 2023009771, 2023009781, 2023009841, 2023009861, 2023009891, 2023009921, 2023010011, 2023010031, 2023010081, 2023010291, 2023010311, 2023010391, 2023010501, 2023010651, 2023010911, 2023010951, 2023011001, 2023011011, 2023011021, 2023011141, 2023011181, 2023011341, 2023011351, 2023011621, 2023011641, 2023011661, 2023011831, 2023012151, 2023012291, 2023012301, 2023012431, 2023012571, 2023012661, 2023012871, 2023013081, 2023014291, 2023014431, 2023014441, 2023014531, 2023014551, 2023014661, 2023014671, 2023014681, 2023014701, 2023014901, 2023015061, 2023015161, 2023015441, 2023015471, 2023015551, 2023015711, 2023015731, 2023015861,

2023016041, 2023016061, 2023016081, 2023016361, 2023016411, 2023016421,  
2023016581, 2023016651, 2023016711, 2023017171, 2023017301, 2023017581,  
2023017791, 2023018041, 2023018191, 2023018491 (ES)

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

**Expiration: 05/31/2024 (Closed)**

**License Type: Motor Vehicle Dealer**

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

**All of the complaints listed here, and the remaining complaints listed on this legal report below (Nos. 74-87) are against the same Respondent. Respondent has filed for bankruptcy and closed. All of the complaints listed here and below against the Respondent are very similar and summarized as follows:**

**Complainant alleges Respondent has failed to deliver title/registration and tags.**

**Complainant alleges Respondent has closed and they are unable to make their car payments.**

**Complainant alleges Respondent has claimed bankruptcy and went out of business without notifying customers.**

**Complainant alleges Respondent has not fixed their car and won't respond to them, and further notes that they have nowhere to get their car fixed under the warranty provided by Respondent at purchase.**

**The Director of the Commission participated in a conference call with the Attorney General's Office and the former General counsel for Respondent, who is now serving as a contract employee providing legal services related to their mass closure. Most of the discussion was centered on how customers may make payments. Since closing, Respondent brought back approximately 25 employees to handle account servicing, title and registration issues, IT issues and general questions. The attorney was very forthcoming in providing as much information as possible and promised to get answers on some of the issues about which were still in question. Respondent has addressed all technical issues for payment receipt from consumers who purchased vehicles from them. Respondent updated their website to clearly reflect the 3 ways in which payments may be made. Consumers have been urged not to trust any deviation from one of those methods. Additionally, Respondent has not, nor do they have plans to repossess any vehicles. Should any consumer receive a text message or call instructing them to pay as directed or risk repossession, they have been clearly advised that is a scam. The attorney stated they were reviewing all options available to them, but it was their opinion Respondent was unlikely to resume operations.**

**The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, subsequent to their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends**

closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

75. 2023008221, 2023009141, 2023009751, 2023010411, 2023010441, 2023014321, 2023016831 (ES)

First Licensed: 04/29/2016

Expiration: 05/31/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

76. 2023008881, 2023009051, 2023009121, 2023009321, 2023009401, 2023009511, 2023009551, 2023010041, 2023018281, 2023018391 (ES)

First Licensed: 04/29/2016

Expiration: 05/31/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

77. 2023010971, 2023012721, 2023014601, 2023016671, 2023017211 (ES)

First Licensed: 04/29/2016

Expiration: 05/31/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

78. 2023008941, 2023009641, 2023010071, 2023010301, 2023017181 (ES)

First Licensed: 04/29/2016

Expiration: 05/31/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

79. 2023008721, 2023010021, 2023013431, 2023015031, 2023016181, 2023017741  
(ES)

First Licensed: 04/29/2016  
Expiration: 05/31/2024 (Closed)  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

80. 2023015461 (ES)

First Licensed: 04/29/2016  
Expiration: 05/31/2024 (Closed)  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

81. 2023009851, 2023011701, 2023014921, 2023018371 (ES)

First Licensed: 11/23/2016  
Expiration: 10/31/2022 (Closed)

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

**Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.**

**Recommendation: Close and flag.**

**Commission Decision: Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.**

**82. 2023009961, 2023012931 (ES)**  
**First Licensed: 04/06/2017**  
**Expiration: 04/30/2023 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.**

**Recommendation: Close and flag.**

**Commission Decision: Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.**

**83. 202300891, 2023009461, 2023010451, 2023011381, 2023011771, 2023012731,  
2023013041, 2023014051, 2023014971, 2023018311 (ES)**  
**First Licensed: 08/20/2018**  
**Expiration: 06/30/2024 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.):**

**Respondent has filed for bankruptcy and closed. The surety bond information has**

been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

84. 2023010091, 2023011371 (ES)

First Licensed: 07/12/2018

Expiration: 06/30/2022 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

85. 2023008841, 2023009381, 2023017521, 2023017731 (ES)

First Licensed: 07/12/2018

Expiration: 05/31/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because

the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

86. 2023015451 (ES)  
First Licensed: 08/28/2019  
Expiration: 08/31/2023 (Closed)  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

**Commission Decision:** Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.

87. 2023008831, 2023009301, 2023010881 (ES)  
First Licensed: N/A (Out of State Dealership)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**2023008831 and 2023010881**

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag.**

**Commission Decision: Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.**

**2023009301**

Respondent has filed for bankruptcy and closed. The surety bond information has been sent to Complainants. Additionally, a detailed Memorandum was sent to each Complainant explaining the dealership's closure, instructions on how to make future payments, and instructions on who to contact regarding temporary tags and advisory comments about contacting a private attorney. However, after their bankruptcy filing, Commission staff has spoken to the surety bond holder and were advised that because the nature of the vehicles were almost entirely lease transactions, the bond is not applicable. Counsel recommends closing and flagging this complaint. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag.**

**Commission Decision: Concur and authorize the Director of the Commission to close and flag any future complaints filed against this Respondent.**

### **RE-PRESENTATIONS**

**88.2022039981 (ES)**

**Date Complaint Opened: 09/21/2022**

**First Licensed: 12/18/2007**

**Expiration: 12/31/2019 (Expired License) – new license issued 11/14/22**

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

**History (5 yrs.): 2018 – One complaint closed with \$1,500 civil penalty for practicing on an expired license and failure to maintain county business license. 2020 – One complaint closed with \$2,500 civil penalty for unlicensed activity.**

A Notice of Violation was issued to Respondent during an inspection on 9/26/22 for operating with an expired dismantler/recycler license. Respondent has been operating a dismantler/recycler business with an expired license since 2020 and has signed two Consent Orders for this same violation since 2018. Respondent has since been granted a new license after submitting a new application because their original renewal application expired. Counsel recommends authorizing a formal hearing for revocation of the Respondent's new license.

**Recommendation: Authorize a formal hearing for license revocation**

**Commission Decision: Concur.**

**New Information:** After extensive discussion with the Respondent and the Director of the Commission, it has been discovered that Respondent had submitted renewal documents and paid the late fee for the renewal after signing the last Consent Order in 2020. Due to a serious language barrier and misunderstandings, Respondent did not provide everything required at the same time. Respondent believed they had provided everything that was required for renewal because an inspector came to their business and told them they had an active license and was in compliance in early 2020. Therefore, Respondent did not believe further action was necessary and thought they had an active license. Respondent has provided to Counsel all of the communications and documents they had previously sent into the licensing division for their renewal back in 2020. Respondent was also granted a new license in 2022. Counsel recommends closure.

**New Recommendation:** Close.

**New Commission Decision:** Concur.

89.2022042721 (ES)  
Date Complaint Opened: 10/11/2022  
First Licensed: 05/20/2015  
Expiration: 05/31/2023  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

A Notice of Violation was issued to Respondent during an inspection on 10/7/22 for failing to provide proof an active city and county business license. Counsel recommends issuing a \$250 civil penalty for each expired license, for a total \$500 civil penalty.

**Recommendation:** Authorize a \$500 civil penalty for expired city and county business licenses

**Commission Decision:** Concur.

**New Information:** Respondent has provided copies of their city business license and county business license, which were both active at the time of inspection. Counsel recommends closure.

**New Recommendation:** Close.

**New Commission Decision:** Concur.

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

**ROLL CALL VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Clay Watson</b>	<b>YES</b>
<b>Charles West</b>	<b>ABSTAIN</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

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

Nothing to Report

**RULES COMMITTEE**

Nothing to Report

**AUDIT COMMITTEE**

Nothing to Report

**NEW BUSINESS**

Nothing to Report

**OLD BUSINESS**

Nothing to Report

**Adjourn**

Chairman Roberts called for a motion to adjourn the meeting. Commissioner Jackson made a motion to adjourn, seconded by Commissioner Vaughan. Chairman Roberts called for a voice vote.

**MOTION PASSED**

MEETING ADJOURNED

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