

# MINUTES

October 24, 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:** October 24, 2023

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

**PRESENT:** Commission Members:

Nelson Andrews  
Sandra Elam  
Jim Galvin  
Nate Jackson  
Karl Kramer  
Ian Leavy  
Debbie Melton  
Stan Norton  
Hubert Owens  
Eleni Speaker  
Farrar Vaughan  
Charles West  
John Roberts

**ABSENT:** John Barker  
Tim Copenhaver  
Victor Evans  
Clay Watson

**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 review 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>Jim Galvin</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>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</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 review the minutes from the previous meeting. Commissioner West made a motion to approve the minutes, seconded by Commissioner Galvin. Chairman Roberts called for a roll call vote.

**VOICE VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Jim Galvin</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>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**SALESPERSON/DEALER APPLICATIONS APPEALS**

**Byron Massey, Hepperly Auto, Maryville, 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 Jackson.

**ROLL CALL VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Jim Galvin</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>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>

**Charles West**                    **YES**  
**John Roberts**                   **YES**

**MOTION CARRIED – LICENSE GRANTED**

**Larry Clinton, The Leader Dealer, Goodlettsville, 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 deny the license, seconded by Commissioner Jackson.**

**ROLL CALL VOTE**

**Nelson Andrews**                **YES**  
**Sandra Elam**                    **YES**  
**Jim Galvin**                      **YES**  
**Nate Jackson**                  **YES**  
**Karl Kramer**                    **YES**  
**Ian Leavy**                       **YES**  
**Debbie Melton**                **YES**  
**Stan Norton**                    **YES**  
**Hubert Owens**                 **YES**  
**Eleni Speaker**                 **YES**  
**Farrar Vaughan**               **YES**  
**Charles West**                  **YES**  
**John Roberts**                  **YES**

**MOTION CARRIED – LICENSE DENIED**

**April Lopez, Quality Cars, Nashville, TN**

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

**ROLL CALL VOTE**

**Nelson Andrews**                **YES**  
**Sandra Elam**                    **YES**  
**Jim Galvin**                      **YES**  
**Nate Jackson**                  **YES**  
**Karl Kramer**                    **YES**

<b>Ian Leavy</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**

**SOS, LLC (William Wayne Boykin), Lebanon, TN**

**Chairman Roberts requested appeals of motor vehicle dealer 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>Jim Galvin</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>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**



**Executive Director's Report**  
October 24, 2023

Since the last Commission meeting in July 2023, the following activity has occurred:

	<u>New Meeting</u>	<u>Last Meeting</u>
<u>Dealers Opened, or Relocated (Last Quarter)</u> .....	46	62
<u>Applications in Process</u> .....	19	15

Active Licensees as of October 9, 2023

Dealers .....	3355	3342
Auctions.....	30	30
Distributors/Manufacturers.....	148	141
Salespeople .....	17353	17200
Representatives.....	659	411
Dismantlers.....	219	210
RV Dealers .....	48	47
RV Manufacturers.....	92	84
Motor Vehicle Show Permits.....	1	2

Complaint Report- Opened Complaints from July- Present

Number of Complaints Opened.....	180
Number of Complaints Closed.....	187

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

Vehicles Reported Sold in	
2022.....	1,116,827
New Vehicles Reported Sold	
2022.....	277,443
Used Vehicles Reported Sold	
2022.....	835,676
Late Annual Sales Report Collected .....	1679

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

**\$167,900**

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

Average Number of Days to License... **2.2 days to license  
0.9 days with clock-stoppers**

**MVC Zendesk Customer Satisfaction Rating July 2023 – Present**

Total Ticket Count.....**2,768**  
Full Resolution in Business Hours.....**1.0 hours**  
Quarterly Satisfaction Rating..... **.96%**

**Disciplinary Action Report June 2023 – September 2023**

Total to be collected.....**\$211,000.00**

**Online Adoption Across All**

**Professions**

- **91%** online adoption for New “1010” Applications across all Professions available as of October 9, 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.

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 Vaughan.



**VOICE VOTE**

<b>Nelson Andrews</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Jim Galvin</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>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Farrar Vaughan</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: October 24, 2023**

**SUBJECT: MVC Legal Report**

**1. 2023024771 (TH)  
Date Complaint Opened: 05/23/2023  
First Licensed: N/A (Unlicensed)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

This was an internally opened complaint, after allegations of possible unlicensed activity. An investigation was initiated. On July 3, 2023, the investigator went to Respondent's location. Respondent explained to the investigator, they believe they sold more than the allotted number of vehicles in a years time frame. Respondent explained they "just liked cars and driving different ones." Respondent informed the investigator they are now a licensed salesperson through a dealer, and only operating the "right way" now. Counsel recommends a Letter of Warning reminding Respondent of the rules pertaining to unlicensed activity.

**Recommendation: Letter of Warning.**

**Commission Decision: Concur.**

**2. 2023025111 (TH)**

**Date Complaint Opened: 05/24/2023**

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

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$1,000 civil penalty for second incident of issuing more temporary tags than allowed. 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 on January 20, 2023. Complainant states at the time of their complaint, May 24, 2023, they have yet to receive their registration information and permanent tag.

Respondent states there was some confusion at the dealership, but Complainant's second temporary tag has been sent to them. Respondent states regarding the registration issues, once the check for registration is received from Respondent's corporate office, the documents will be resubmitted. Respondent states Complainant should have their title soon.

Complainant followed up and explained everything had been taken of, and that they wished to drop their complaint. There is no evidence of Respondent issuing Complainant more than the allotted number of temporary tags. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**3. 2023018881 (TH)**

**2023020441**

**2023020451**

**2023020471**

**2023020501**

**Date Complaint Opened: 04/16/2023**

**First Licensed: 11/17/2021**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

The associated complaints are alleging Respondent has failed to register their vehicle/ provide the vehicles title and/or permanent plates. Respondent was sent numerous attempts of contact, but failed to answer. Respondent additionally, failed to answer the complaint. It was alleged Respondent has since closed down. Each Complainant was sent Respondent's Surety Bond information.

An investigator confirmed Respondent has since closed down, and is no longer operating. As such, Counsel recommends closing and flagging these complaints. Additionally, Counsel recommends the Commission vote to authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.

Counsel also recommends referring these complaints to the Department of Revenue to see if they can aid in the Complainant's in obtaining their titles, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.

**Recommendation: Close and flag these complaints, and authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.**

**Counsel also recommends referring these complaints to the Department of Revenue to see if they can aid in the Complainant's in obtaining their titles, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.**

**Commission Decision: Concur.**

**4. 2023021061 (TH)**

**Date Complaint Opened: 04/30/2023**

**First Licensed: 01/30/2023**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased their vehicle on October 11, 2022. Complainant states it has been seven (7) months since their purchase, and they have not received their permanent tags yet. Complainant states on April 20, 2023, they went and attempted to get the tracking number for where the tag and registration information was sent to. Complainant states, however, it appears the registration was never sent to them.

Respondent states they are a new dealer at this location, and that they were not involved in the selling of the vehicle in question.

An investigation was conducted. Respondent explained they had no paperwork on the sale of Complainant's vehicle, due to not owning the dealership at the time of sale. The investigator confirmed the previous dealership went out of business on January 30, 2023, and that Respondent did not open until after that date. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2023022901 (TH)**

**Date Complaint Opened: 05/10/2023**

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

**Expiration: None.**

**License Type: Motor Vehicle Dealer**

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

Complainant states they are the business tax supervisor for a Tennessee County. Complainant alleges Respondent sells at least 8-10 vehicles per month from their home without a Dealer's License. Complainant states Respondent does not pay sales tax or title the vehicles in their name before selling them. Complainant states Respondent typically lists themselves as the lien holder and then also allows trade in value to the customer. Complainant states Respondent recently came in with the purchaser of a vehicle, and directly told Complainant's Chief Deputy Clerk that they bought and resold this vehicle, but that they refuse to title and pay sales tax on the vehicles they resell. Complainant states Respondent has been informed of their responsibility to title and pay sales tax before they can legally resale vehicles.

Counsel spoke with a Special Agent with the Motor Vehicle Anti-Theft side of Revenue. The Special Agent informed Counsel that their department is currently in the process of pursuing criminal charges against Respondent. As such, Counsel recommends placing this matter in litigation monitoring until an outcome on the criminal charges is reached.

**Recommendation: Authorize placing the matter in Litigation Monitoring.**

**Commission Decision: Concur.**

**6. 2023023001 (TH)**

**Date Complaint Opened: 05/11/2023**

**First Licensed: 01/01/1992**

**Expiration: 04/30/2025**

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

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

While completing the annual inspection of this dealer the inspector observed Respondent's Tennessee Dealers License expired on April 30, 2023, and their County Business Tax License had expired on May 15, 2022.

Respondent explained that while their County Business Tax License had been renewed and was not expired, they had still not received the physical copy. Respondent has since received the physical copy and provided the Commission a copy of it showing an expiration date of May 15, 2024.

Respondent advised in their sworn notarized statement that on March 10, 2023, they went online to renew & pay for their Dismantler/Recycler License, which was to expire on April 30th, 2023. Respondent included a copy of the renewal and payment. Respondent explained

they then reached out to their insurance company, and requested they issue a Certificate of Liability Insurance to the State. Respondent states then on March 13, 2023, they received an email from their agent that this had occurred, and a provided a copy of the email. Respondent explains, as such, they thought the matter was settled.

Respondent states they filed their renewal application before their Dealer's License expired and have been waiting to receive their physical copy. Respondent explained since COVID, everything had been running late so they just assumed it was the same in this instance. An investigator informed Respondent that the Commission never received their insurance information. Respondent provided evidence demonstrating they had confirmed with their insurance agent that everything had been sent to the Commission.

After learning the Commission had not received Respondent's insurance information, Respondent requested their insurance company send over the information again. The investigator confirmed Respondent's license has since been updated and is active. Respondent explained they were not aware of any issues prior to the complaint and were not previously worried that their physical license had not shown as they thought the mail was just delayed. Respondent apologizes for the confusion.

Based on the aforementioned information, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of the rules pertaining to unlicensed activity.

**Recommendation: Letter of Warning.**

**Commission Decision: Concur.**

**7. 2023021791 (TH)**

**Date Complaint Opened: 05/04/2023**

**First Licensed: 08/31/2020**

**Expiration: 08/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states on May 17, 2022, they purchased a vehicle from Respondent. Complainant states then on October 2, 2022, they received a "real" version on the vehicles Carfax. Complainant alleges Respondent withheld information at the time of the sale, and gave Complainant a fake "clean" Carfax.

Respondent denies these allegations. Respondent admits, according to their salesperson who handled the sale, that they did not disclose to Complainant the vehicle had priorly been in a minor accident. Respondent states, however, they don't believe not disclosing is the same thing as falsifying. Respondent asserts they do not falsify any Carfax reports. Respondent explains Complainant did not request a Carfax at time of purchase, and had Complainant requested one they would have been directed to download it directly from the dealership's website. Respondent states Complainant came in later and requested the Carfax and an accurate Carfax was provided at that time.

An investigation was conducted. As indicated in the supporting statements obtained in this matter there is very conflicting stories between the parties in relation to the Carfax report. Respondent and their salesman deny having ever discussed with Complainant a Carfax indicating the vehicle purchased had no damage being reported. While Complainant alleges, they specifically told her the vehicle had a clean car fax report only later to find out that wasn't the case. However, there was no evidence obtained to substantiate Complainant's allegations of Respondent producing a false Carfax.

However, based on Respondent's aforementioned statement that they did not disclose to Complainant that the vehicle had previous minor damage, Counsel recommends issuing a Letter of Instruction reminding Respondent to inform the known conditions of a vehicle to potential purchaser.

**Recommendation:** Authorize issuing a Letter of Instruction reminding Respondent to inform the known conditions of a vehicle to potential purchaser.

**Commission Decision:** Concur.

**8. 2023024881 (TH)**

**Date Complaint Opened: 05/23/2023**

**First Licensed: 03/30/2016**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states when purchasing their vehicle on April 8, 2023, they told Respondent they would like to transfer their tags to their new vehicle since it needed to be renewed at the end of the month. Complainant states they were informed by Respondent that the paperwork would be received in a couple of weeks. Complainant explained at the time of their complaint, May 23, 2023, they had yet to receive their registration information.

Respondent states the expiration date of Respondent's old tag they wanted to transfer was April 30, 2023. Respondent states the regular process routine usually takes about two to four weeks to get the vehicle registered. Respondent states they dropped off the pack of registration paperwork on April 27, 2023. Respondent states then on May 1, 2023, they received a call from the DMV saying the paperwork was ready for pickup. Respondent explains, however, when they went to pickup on May 8, 2023, they learned the transfer was rejected due to the now expired plate. Respondent states at that time they attempted to reach out to Complainant to see if they wanted to renew their plate and move forward with the transfer, or move forward with a new registration and tag. Respondent states, however, they never received a response from Complainant and then received this complaint. Respondent explains, as such, they just went ahead and registered the vehicle with a new tag and shipped it to Complainant. Respondent states they apologize for any inconvenience. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision: Concur.**

**9. 2023020811 (TH)**

**Date Complaint Opened: 04/27/2023**

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

**Expiration: 08/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent. Complainant alleges Respondent changed the terms on the contract Complainant signed after purchase. Complainant alleges their signature on the final contract was forged.

Respondent failed to answer the complaint.

An investigation was conducted. Throughout the investigation, Respondent admitted that their previous financial manager, forged Complainant's signature on a higher interest rate contract. Respondent explained they refunded Complainant for the incident once Complainant informed them of the fraud, and also executed a release and settlement agreement for the vehicle. Both Respondent and Complainant both provided the investigator with notarized statements. Respondent also provided me with the deal file.

Respondent explained that after the incident the involved financial manager no longer works for Respondent. Respondent further explained that they have begun to counsel and train all other financial managers on this issue to avoid anything similar from happening again.

While Respondent took corrective steps after this incident, the employee's actions were still egregious and, as such, Counsel recommends the Commission authorize assessing a \$500.00 civil penalty for Respondent's Failure to Supervise Salespersons or Employees in violation of Tenn. Code Ann. § 55-17-114(b)(1)(H). Counsel also recommends referring the matter to Law Enforcement for investigation into the individual employee involved.

**Recommendation: Authorize assessing a \$500.00 civil penalty for Respondent's Failure to Supervise Salespersons or Employees in violation of Tenn. Code Ann. § 55-17-114(b)(1)(H). Counsel also recommends referring the matter to Law Enforcement for investigation into the individual employee involved, and flagging the employee's F&I folder.**

**Commission Decision: Concur.**

**10. 2023026601 (TH)**

**Date Complaint Opened: 06/01/2023**

**First Licensed: 03/04/2002**

**Expiration: 02/29/2024**

**License Type: Motor Vehicle Dealer**



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

Complainant alleges when they recently tried to trade in the vehicle they had previously purchased from Respondent, they were informed the vehicle had a salvaged title. Complainant states they were never at any point informed by Respondent the vehicle was salvaged. Complainant states they have paid over \$21,000.00 for the vehicle, and still owe \$8,000.00, but are being told the vehicle is only worth \$3,000.00 due to it being salvaged. Complainant states none of the paperwork they have says anything about a salvaged title.

Respondent denies the vehicle being salvaged, and states the Carfax shows the vehicles title is clean. Respondent additionally asserts that the company Complainant financed their vehicle with does not finance vehicles with salvage titles. Respondent states, as such, Complainant's loan would have never been approved up front by this finance company had the vehicle been salvaged at the time of sale.

An investigation was conducted. Complainant failed to comply with the investigation. Complainant did not provide the investigator with any documentation or requested information. Respondent provided the investigator with a sworn affidavit attesting that the vehicle in question was sold with a clean title, and did not have a rebuilt or salvage title attached to it. Respondent explained they do not conduct business that way. Respondent additionally provided the deal file, which included a copy of a clean title. Throughout the investigation no evidence was obtained of Respondent fraudulently selling Complainant a salvaged vehicle. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**11.2023027961 (TH)**

**Date Complaint Opened: 06/07/2023**

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

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

An anonymous complaint was filed. The complaint is alleging Respondent is fraudulently removing the MSRP stickers from their vehicles.

Respondent states they tint the windows on every new vehicle. Respondent states, as such, they take the original window sticker off the vehicle, and have it laminated and put back on the vehicle.

An investigation was conducted. Respondent's GM provided a sworn statement regarding this complaint, denying any allegations of Respondent being out of compliance. The investigator notes that after a through inspection they found no violations or deficiencies at Respondent's dealership. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**12. 2023028431 (TH)**  
**Date Complaint Opened: 06/08/2023**  
**First Licensed: 12/11/2013**  
**Expiration: 11/30/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states the purpose of their complaint is for Respondent's refusal to release the vehicles correct title.

Respondent states Complainant would not comply with giving Respondent the required information pertaining to registration. Respondent states, as such, they had to get the information from the funding bank. Respondent states they are taking steps to fix the issue.

Respondent confirmed with an investigator that the issue has since been resolved. Complainant failed to comply with the investigation. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**13. 2023021941 (ES)**  
**Date Complaint Opened: 05/18/2023**  
**First Licensed: 10/09/2019**  
**Expiration: 08/31/2023 - CLOSED**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2021 – One complaint recommended for \$500 civil penalty for expired county/city business license.**

Complainant alleges Respondent failed to return down payment for vehicle after financing was not approved. Complainant alleges Respondent has stopped communicating with her. Respondent states Complainant provided false and fraudulent information on their credit application which led to the lender asking that the car be returned. Respondent states they do not provide refunds when a consumer provides fraudulent information like this. An investigation confirmed that the dealership is now closed and their license is expired. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**14. 2023026551 (ES)**  
**2023024411**  
**Date Complaint Opened: 05/31/2023, 05/21/2023, 09/07/2023**  
**First Licensed: 09/09/2008**  
**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2023 – One complaint closed with Letter of Warning reminding Respondent of their duty to timely issue customers their title and registration paperwork.**

**2023026551**

Complainant purchased a 2012 vehicle from Respondent and alleges Respondent failed to deliver title/ registration and mistakenly wrote “exempt” for the mileage on the Bill of Sale, but will not change it per the clerk’s instructions so the vehicle can be registered. An investigation was conducted. Respondent only issued one temporary tag to the vehicle. Complainant confirmed the vehicle has since been registered but then complained of mechanical problems. Complainant didn’t want “exempt” listed for the mileage because it would make the vehicle worth less money. Respondent stated they wrote “exempt” for the mileage because the vehicle was more than 10 years old. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2023024411**

Complainant purchased a used vehicle from Respondent on 3/11/23 and alleges Respondent failed to deliver title/ registration. Respondent alleges the title to the vehicle was in his car which was broken into, and the title was stolen. Respondent claims to have hired a company to get a duplicate title on 5/17/23 but at the time of the investigation in mid-July, no title had been provided to Complainant. Respondent has issued two temporary tags to the vehicle. Counsel recommends issuing a \$1,000 civil penalty for false, fraudulent and deceptive acts for failing to provide title to the vehicle and failure follow up with the consumer about when they can expect their title. As of late August, Complainant has not heard from Respondent. Respondent has already been issued a Letter of Warning for failing to timely provide title to a vehicle this year.

**Recommendation: Authorize a \$1,000 civil penalty for failure to provide title**

**Commission Decision: Concur.**

**15. 2023024811 (ES)**

**Date Complaint Opened: 05/23/2023**  
**First Licensed: 10/03/2018**  
**Expiration: 09/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant's son purchased a used vehicle from Respondent on 5/15/23 and they allege Respondent "ripped them off." Complainant is upset that the interest rate is 18.99% and alleges they are being charged \$45,345 for financing on a \$29,000 vehicle. Respondent states they are a sub-prime lender and got Complainant's son approved for the 2021 sports vehicle he wanted. The interest rate is set by the lender and is directly related to the customer's prior payment history, credit report, credit score and income. The interest rate and financing numbers are very clear on the paperwork which was signed by the customer. Further, Complainant's son no longer has the vehicle and Respondent refunded their down payment in full. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**16. 2023021281 (ES)**

**Date Complaint Opened: 05/02/2023**  
**First Licensed: 05/11/2007**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2020 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant purchased a used vehicle and alleges Respondent added GAP insurance to the contract after they declined the GAP insurance. Additionally, Complainant alleges they were charged \$5,000 over MSRP, which is more than they were originally quoted. Respondent has failed to respond so an investigation was conducted. Complainant told the investigator that this matter has since been successfully resolved. Counsel recommends issuing a Letter of Warning for failure to respond to the complaint.

**Recommendation: Letter of Warning for failure to respond**

**Commission Decision: Concur.**

**17. 2023021431 (ES)**

**Date Complaint Opened: 05/03/2023**  
**First Licensed: 03/27/2014**  
**Expiration: 03/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 10/27/22 and did not have the title and registration as of 4/19/23. Complainant alleges Respondent has issued them temporary tags every two months. Respondent states they were working directly with the auction throughout the delay, which Complainant confirms. Complainant has since received the registration and the lienholder has the title. Investigation revealed Respondent issued four temporary tags during the delay. Counsel recommends issuing a \$1,000 civil penalty for issuing two more temporary tags than allowed.

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

**Commission Decision: Authorize a \$1,000 civil penalty for issuing more temporary tags than allowed and open a new complaint against the involved auction.**

**18.2023021521 (ES)**

**Date Complaint Opened: 05/03/2023**

**First Licensed: 03/24/2011**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle around 8/16/22 and is alleging Respondent did not properly repair their vehicle and failed to release their title. Respondent has failed to respond to this complaint and Complainant alleges they are not communicating with them. An investigation was conducted. Complainant did not provide us with a phone number and has not responded to our emails. Respondent issued one temporary tag to the vehicle since the sale. Respondent has provided the title to Complainant and admits they had misplaced it within their office. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**19.2023024711 (ES)**

**Date Complaint Opened: 05/23/2023**

**First Licensed: 01/31/2020**

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$500 civil penalty for failure to disclose a rebuilt title. 2022 – One complaint closed with \$500 agreed citation for expired dealer license.**

Complainant states they purchased a used vehicle from Respondent in November 2022 and has since received temporary tags but has not been able to register the vehicle as of May 2023. Respondent states Complainant has since received the title and registration and has provided a credit to Complainant for the trouble. Respondent issued five temporary tags to the vehicle during the delay. Counsel recommends issuing a \$1,500 civil penalty for issuing three more temporary tags than allowed by law.

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

**Commission Decision: Concur.**

**20. 2023024751 (ES)**

**Date Complaint Opened: 05/23/2023**

**First Licensed: 06/19/2019**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a sport side-by-side on 11/26/21 from Respondent and alleges they did not get any paperwork for the sale (he also traded in another side-by-side) or a title. Complainant cannot use the buggy in Indiana without a title. Respondent claims they told Complainant they had to apply for a title and had to wait on the Complainant to send them a title to the vehicle traded in. Respondent states they have attempted to obtain a title to the vehicle sold to Complainant, but it came from Minnesota where titles are not required for side-by-sides. An investigation was conducted. The Complainant made it clear that they are happy with the side-by-side and do not want to return it or get a refund, they just want the title. Respondent states they have sent all documentation to Complainant needed for him to get a title. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**21. 2023025631 (ES)**

**Date Complaint Opened: 05/26/2023**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for late delivery of title**

Complainant purchased a used, high-performance sportscar from Respondent and alleges they were told the vehicle had full remaining factory warranty. Complainant states they also purchased a vehicle protection plan. Complainant drove the vehicle soon after purchase and noticed a vibration and noise coming from the rear-end. Complainant returned the vehicle a

couple days later and was told it was not under a manufacturer warranty because it had been previously modified. Complainant states Respondent has refused to take the vehicle back. Complainant was unable to provide any proof that they were told the vehicle was still under factory warranty and there is nothing stating there was a factory warranty in place in the contract or purchase documents. The contract does state that after-market products, parts and accessories may have been used and would not be covered by the manufacturer. Further, the consumer should refer to their service plan contract terms to learn if modifications are covered under such plan. The contract also requires the purchaser to acknowledge they understand that the dealer does not rely on oral promises and terms must be in writing to be honored. Respondent states the Complainant could have returned the vehicle within their 5-day return policy but did not do so. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**22.2023028271 (TH)**

**Date Complaint Opened: 06/08/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges an employee from Respondent's dealership fraudulently sold them a defective vehicle at an auction. An inspector went to speak with the relevant auction. They explained they do not sell cars to individuals, and that the person named in the complaint is not their complaint. The auction explained the named individual is involved with a dealer in Tupelo Mississippi. As such, Counsel recommends closing this complaint and referring the matter to the Mississippi Motor Vehicle regulatory body.

**Recommendation: Close and refer the matter to the Mississippi Motor Vehicle regulatory body.**

**Commission Decision: Concur.**

**23.2023028571 (TH)**

**Date Complaint Opened: 06/09/2023**

**First Licensed: 08/07/2014**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$1,000 agreed citation for possession of open titles.**

Complainant explains they never received their title and registration information after purchasing their vehicle from Respondent. An investigator spoke with Respondent who advised they believe they have done everything they could in the matter. Respondent states

as far as they were concerned, the situation was resolved. Respondent explains they purchased the vehicle on March 08, 2022, from an Auto Auction in North Carolina. Respondent states the title was present at the time of purchase but got lost in the mail when the auction shipped it to Respondent. Respondent explains they tried to obtain a duplicate of the title from the auction but were unsuccessful. Respondent states at that point the only option they had, per their local tag office, was to apply for lost title through the state. Respondent states they followed all the required protocol as it was instructed per the Tennessee Department of Revenue. Respondent provided documentation they filed with the Department of Revenue. Complainant explained they have since received a payout from the Surety Bond company for the vehicle. Counsel recommends issuing a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.

**Recommendation: Authorize issuing a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.**

**Commission Decision: Concur.**

**24.2023029331 (TH)**

**2023029361**

**Date Complaint Opened: 06/14/2023, 06/14/2023**

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

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

**2023029331:**

Complainant states on March 17, they purchased a vehicle from Respondent. Complainant states then on May 3, a Tennessee State Trooper came to their home and repossessed the vehicle. Complainant states they were informed by the State Trooper the vehicle was stolen and that Respondent was aware of it being stolen at the time of the sale.

Respondent denies know the vehicle was stolen prior to the sale. Complainant states Respondent was informed prior to the sale by State Trooper's that the vehicle had been stolen.

An investigation was conducted. Respondent explained before they purchased the vehicle from another dealer, they did a title search on the vehicle and the vehicle did not come back as stolen and had a clean and clear title. Respondent states, as such, they purchased the vehicle to sell at their dealership. The investigator spoke with a detective from the case who informed the investigator that the stolen report on the vehicle was not filed until May of 2023, after the vehicle had been sold. The investigator noted Complainant did not provide the requested documentation during the investigation, and that they could not find any definitive evidence demonstrating Respondent knew the vehicle was stolen at the time of sale. As such, Counsel recommends closure.



**Recommendation: Close.**

**Commission Decision: Concur.**

**2023029361:**

This a duplicative complaint of the one above, 2023029331. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**25.2023030721 (TH)**

**2023030361**

**2023031851**

**Date Complaint Opened: 06/20/2023-09/18/2023**

**First Licensed: 08/12/2021**

**Expiration: 04/30/2023 (Expired)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with letter of warning for failure to deliver title in a timely manner.**

**2023030721:**

This complaint was internally opened after the Commission was notified by a news reporter that a consumer had purchased a vehicle from Respondent in April of 2022 and has been receiving temporary tags ever since. At the time of the complaint, June 22, 2023, the consumer had still not received the title and registration to the vehicle. Respondent's dealer's license has been expired since April 30, 2023.

An investigation was conducted. The information obtained included multiple documents showing Respondent provided Complainant with multiple temporary tags for more than a year. However, no temporary tags were found to have been provided after the dealership license expired. Respondent states they are unsure of how many temporary tags they issued to Complainant. The vehicle has twelve (12) temporary tag entries associated with it.

Respondent still operates an automotive repair business at the same location. The repair side of Respondent's business appears to busy, and is why Respondent operated a dealership. Respondent states they obtained numerous vehicles from a tow company with issues that have caused the title delays, such as needing to list vehicles in the newspaper to get a title. Respondent explains that due to being in the repair world they tend to get vehicles to sell which are abandoned, repos, and/or broken down. Respondent states a lot of those vehicles are without titles, and some may not have been registered with the last owners.

Respondent also states they offered Complainant one of his own vehicles to drive during the delay. Respondent informed the investigator that they have all the paperwork together on Complainant's vehicle and are in the process of obtaining the title.

The investigator did not observe any vehicles for sale at Respondent's location on the numerous occasions they were there. The investigator notes Respondent does not appear to be malice in their actions, rather, is someone who is using the dealership in conjunction with the repair shop and is struggling with the administrative side of the business.

Respondent issued eleven (11) temporary tags over the legally allotted amount. As such, Counsel recommends the Commission authorize assessing a \$5,500.00 civil penalty for Respondent's first instance of issuing more than legally allotted number of temporary tags. The civil penalty is based on \$500 per extra issued temporary tag.

**Recommendation: Authorize assessing a \$5,000.00 civil penalty for Respondent's first instance of issuing more than legally allotted number of temporary tags**

**Commission Decision: Concur.**

#### **2023030361:**

Complainant filed their complaint due to delay in obtaining their title and registration information. However, Complainant informed the investigator they have received everything need for the vehicle's registration, and no longer wanted to pursue a complaint. The investigator closed their investigation due to lack of cooperation from the complainant. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

#### **2023031851:**

Complainant filed their complaint due to delay in obtaining their title and registration information.

Complainant informed investigator they received their plate and registration for the vehicle. Respondent explains they obtained multiple vehicles from a towing business, and has issues with getting the title for all of them. Respondent informed the investigator they would not obtain anymore vehicles in that way again. Respondent explains they want to renew their license and be in compliance.

The investigator did not observe any vehicles for sale at Respondent's location on the numerous occasions they were there. The investigator notes Respondent does not appear to be malice in their actions, rather, is someone who is using the dealership in conjunction with the repair shop and is struggling with the administrative side of the business.

**Recommendation: Close.**

**Commission Decision: Concur.**

**26.2023024311 (TH)**

**Date Complaint Opened: 05/19/2023**

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

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant states they filed their complaint due to a delay in receiving their title and registration information from Respondent.

Respondent states there was some delay in obtaining the title as it was purchased from an estate and the title had to go through the “appropriate channels” before it could be delivered to Complainant. Respondent states on the day the vehicle was picked up by Complainant, May 5, 2023, Respondent requested the Executor of Estate to come in the office to sign the title for transfer. Respondent explains, however, the Executor was out of town, and it took a couple of extra weeks to obtain their signature. Respondent states it was obtained, and the fully signed title was overnighted to Complainant on June 6, 2023. Respondent states in summary, the complaint was filed two weeks after pickup of the car, and due to logistics, Complainant received the title two weeks after the complaint. Respondent explains it was completed within thirty (30) days of completion and delivery of the vehicle. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**27.2023028541 (ES)**

**Date Complaint Opened: 06/09/2023**

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

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 5/15/23 and alleges a local body shop informed them the truck had significant frame damage on both sides of the box frame. Complainant alleges they noticed the bed of the truck looked bent when he initially saw the truck on the lot and claims Respondent stated the previous owner had a flatbed on the end and did not replace all the spacers on the original bed when it was put back on. Complainant

alleges Respondent intentionally misrepresented the issue and used this story to cover up frame damage. Complainant alleges Respondent purchased the truck at auction knowing it was not road-worthy and claims the prior dealer in Virginia who sold the truck to the auction did so because it allegedly would not pass inspection in Virginia. Respondent states they had no knowledge of frame damage to the truck and purchased it at auction with no frame damage announcement. Respondent notes the Carfax shows no indication of frame damage and the title is not branded. Respondent further states Complainant purchased this vehicle as-is without warranty. However, Respondent offered to take the vehicle back and refund Complainant to appease them, but Complainant refused because they believe this act was suspicious and must be a furtherance of Respondent's alleged fraud. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**28.2023029831 (ES)**

**Date Complaint Opened: 06/15/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 5/15/23 and alleges the "dealership" has since disappeared and never provided them with the title. Complainant paid for the vehicle with cash in the amount of \$20,000. Complainant found the vehicle advertised through Facebook Marketplace. There is no record of Respondent ever having a dealer license. An investigation was conducted. When the investigator went to the business address where the vehicle was allegedly purchased, there was only vacant offices without furniture or any activity. There is no internet presence or advertisement by Respondent. The phone numbers provided to the investigator are not in service. Complainant is working with their local clerk and the Department of Revenue to attempt to obtain a title. There are no named individuals to try to locate and all attempts to investigate the fraudulent business have turned up no results, therefore Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**29.2023018181 (ES)**

**Date Complaint Opened: 04/13/2023**

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

**Expiration: 08/31/2022 (Unlicensed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint issued a \$2,500 civil penalty for expired dealer license and unlicensed activity.**

Respondent's license has been expired since 8/31/22 and they were cited with a \$2,500 civil penalty for unlicensed activity on 10/18/22. Respondent signed the Consent Order admitting to this violation and paid the civil penalty on 4/28/23, and that complaint was closed. Respondent had not applied for a new license yet, so an investigation was conducted to determine whether Respondent is continuing to operate without a license. When the investigator went back to the business address, there was no unlicensed activity and no evidence of any vehicles being sold since the Consent Order was signed. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**30.2023024761 (ES)**

**Date Complaint Opened: 05/23/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This is an administrative complaint opened based on information alleging possible unlicensed activity. An investigation was conducted. Respondent is an elderly widow who has not sold any vehicles. Respondent's neighbor, who helps her with things that need to be done around her home and other odd jobs, asked if he could use her name to register some vehicles because he knew he could only sell 5 vehicles per year. The investigator spoke with the neighbor, and he admitted to going to an auction in Georgia to buy salvage vehicles in order to fix them up and get rebuilt titles. The neighbor has sold 3 vehicles this year which were registered in Respondent's name. Counsel recommends issuing a Letter of Instruction regarding unlicensed activity and referring this matter to the Department of Revenue.

**Recommendation: Letter of Instruction regarding unlicensed activity and referral to the Dept. of Revenue**

**Commission Decision: Concur.**

**31.2023024281 (ES)**

**Date Complaint Opened: 05/18/2023**

**First Licensed: 03/07/2019**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle on 12/12/22 and alleges Respondent failed to deliver title/registration in a timely manner and has issued more than 2 temporary tags. Respondent confirms the delay but does not provide any details or state how many temporary tags were

issued to the vehicle. Respondent states the title and registration was provided to Complainant on 5/23/23. An investigation was conducted which revealed Respondent had issued three temporary tags to the vehicle. Counsel recommends issuing a \$500 civil penalty for issuing one more temporary tag than allowed by law.

**Recommendation: Authorize a \$500 civil penalty for issuing too many temporary tags**

**Commission Decision: Concur.**

**32.2023018581 (ES)**

**Date Complaint Opened: 04/13/2023**

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

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

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent has failed to provide title and registration to a motorcycle purchased on 10/11/22. Complainant alleges Respondent is not communicating with them and Respondent has not responded to this complaint. Respondent's license expired on 8/31/20 so it appears they may be engaging in unlicensed activity; therefore, an investigation was conducted. The investigator went to the business address and there is a furniture store there now. The owner of the store stated Respondent has been out of business for at least three years. Respondent's other business address is also closed and vacant. The Complainant never provided the investigator with documentation to help prove any of the allegations made in the complaint. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**33.2023017121 (ES)**

**Date Complaint Opened: 04/05/2023**

**First Licensed: 12/03/2015**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

This matter was opened after it was referred to the Commission from the Scrap Metal Registration Program within our Department. Complainant is a financial lender who alleges Respondent purchased a vehicle from a consumer who had a lien on that vehicle. Complainant alleges Respondent did not check the title for a lien before buying the vehicle and refuses to return the vehicle intact to Complainant. An investigation was conducted. Respondent cooperated with the investigator and provided the Bill of Sale, Title Substitution Statement, a copy of the seller's identification and a printout from a database showing no lien or theft issues. Respondent did not encounter any issues with the vehicle when they purchased it and followed the proper procedures. It is not necessary for the seller

to provide title when the vehicle is 12 years or older. Respondent states they also tried to work with Complainant but states they were always aggressive and threatening. Complainant eventually wrote this off as a loss when they were informed Respondent did complete the title check. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**34.2023016161 (ES)**  
**Date Complaint Opened: 03/31/2023**  
**First Licensed: 02/18/2010**  
**Expiration: 11/30/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges they are having issues with a mobility van and claims it is related to a manufacturer recall. Complainant alleges they took the van to a local franchise dealer who replaced a part. Complainant alleges they took the van to Respondent's service department and claims they have overlooked issues with the exhaust system. Complainant thinks there may be gas fumes from a leaking exhaust inside the van and alleges there is "a screw missing" but claims no mechanic will work on the van. Complainant alleges they feel drowsy driving the van and wants help getting a "proper inspection." Respondent has not responded to this complaint. An investigation was conducted. Complainant did not cooperate with the investigator and only spoke to them when they finally went to their residence after they could make contact by phone or email. The Complainant was not concerned with this matter and did not provide any requested documentation. The issues have since resolved as repairs have been completed. Respondent provided a detailed response which showed no evidence of any violations, other than failing to respond to the Commission. Counsel recommends issuing a Letter of Warning for failure to respond.

**Recommendation: Letter of Warning for failure to respond**

**Commission Decision: Concur.**

**35.2023024391 (ES)**  
**Date Complaint Opened: 05/20/2023**  
**First Licensed: 02/21/2023**  
**Expiration: 02/28/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges the vehicle has a device attached to it that prevents the vehicle from operating if disconnected. Complainant claims the vehicle has mechanical issues and has stopped twice in the middle of traffic. Respondent has failed to respond, and an investigation was conducted. Respondent denied

putting any device on the vehicle as alleged and Complainant could not produce any evidence of such, nor could they show proof the vehicle was taken to a mechanic as alleged. Counsel recommends issuing a Letter of Warning for failure to respond.

**Recommendation: Letter of Warning for failure to respond**

**Commission Decision: Concur.**

**36.2023025471 (ES)**

**Date Complaint Opened: 05/25/2023**

**First Licensed: 03/24/2011**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of North Carolina who purchased a vehicle from Respondent on 8/20/22. Complainant alleges the title has never been cleared or provided. Complainant alleges they have received temporary tags consistently since the purchase and Respondent has ignored all communications. Respondent has failed to respond and an investigation was conducted. The investigation revealed two temporary tags were issued to the vehicle. The Complainant stated they were informed by Respondent that they could not get the title from the previous owner and began the refund process. Respondent has refunded Complainant \$19,500 but still owes them \$31,500. The investigation also revealed Respondent had been operating without a surety bond for nearly nine months between 5/30/22 and 3/31/23. Respondent denied knowing the surety bond had been cancelled but the investigation revealed Respondent had failed to pay the premiums. Respondent states they will refund the remainder of the money owed to Complainant but states they don't have it at this time. Counsel recommends issuing a \$500 civil penalty per month that Respondent was operating with an expired surety bond, for a total \$4,500 civil penalty.

**Recommendation: Authorize a \$4,500 civil penalty for operating with an expired surety bond for nine months**

**Commission Decision: Concur.**

**37.2023027941 (ES)**

**Date Complaint Opened: 06/07/2023**

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

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of warning for failure to deliver title in a timely manner. 2021 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent in September of 2022 and alleges they were pulled over by police on 5/3/23 and notified their license plate and registration



were not in the system. Complainant was kept by police for an hour and a half because the police thought the car was stolen and they seized the license plate. The clerk was unable to find the vehicle's registration in their system once Complainant went to investigate the issue further. Eventually, the clerk informed Complainant that the vehicle was not registered in Tennessee but in California. Respondent continued to tell Complainant they were "looking into it" and blamed the prior owner of the vehicle in the meantime. As of 6/6/23, Complainant was still without proper registration and they could not drive the vehicle. Respondent provided a detailed response. Respondent sent the tag and title paperwork to their local clerk in Tennessee on 10/11/22 and received the registration and license plate, which was provided to Complainant. Over seven months later, Respondent was advised about what happened when Complainant was pulled over and their Controller immediately reached out to Complainant, letting them know they would work on figuring out this issue. Respondent discovered that California processed a lienholder address correction on 1/12/23 after it was requested by the lienholder who held the lien when the vehicle was sold new to a consumer in 2019 in California. When that purchaser moved to Illinois, it triggered a new title. This Illinois title was the one presented at auction and sent to Respondent. Between that time and the present, the original lienholder erroneously requested a lienholder address correction. That lienholder did not check to see that the vehicle had been paid off before doing so. California issued a Surrender/Stop to the State of Tennessee to surrender the title they issued for Complainant which was sent to his lienholder. The errors caused much confusion and delays. Respondent has been working with Complainant since May to trade them out of the vehicle at issue. Respondent also offered to let Complainant drive another inventory vehicle utilizing a Borrowed Vehicle Agreement until this was handled, but they never came to pick it up. Complainant then dropped the vehicle off at the dealership for voluntary repossession. Respondent is willing to let Complainant come get the vehicle and retake possession, considering all of the issues have been resolved with the title or they will make arrangements with the lienholder to handle the disposition of the vehicle. There does not appear to be any errors on the part of Respondent and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**38.2023040761 (ES)**

**Date Complaint Opened: 08/21/2023**

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

**Expiration: 09/30/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of warning for failure to deliver title in a timely manner. 2021 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent on 3/23/23 but alleges they have not received their tag and registration as of 8/21/23. Respondent issued a dealer tag after the second temporary tag expired. Complainant states they used that dealer tag for a little over one month. Respondent has since provided confirmation that the tag and registration has

been provided to Complainant and stated the delay was due to the lienholder changing and needing to get a duplicate title. Counsel recommends issuing a \$500 civil penalty for using a dealer tag for longer than allowed by law and failing to provide the title and registration in a timely manner. Respondent has already been assessed a Letter of Warning and a civil penalty for similar issues related to a timely title and registration.

**Recommendation: Authorize a \$500 civil penalty for failure to issue title and registration in a timely manner**

**Commission Decision: Concur.**

**39.2023030251 (ES)**

**Date Complaint Opened: 06/17/2023**

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

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 1/25/23 which was to be delivered locally. On the date of delivery, 1/26/23, Complainant was notified by Respondent that the engine light had come on, the vehicle lost power and had to be towed back to the dealership. Complainant alleges they were told it was a small issue with the ignition switch and was later updated that “everything was fine.” The vehicle was delivered on 1/27/23. Complainant alleges the vehicle would not accelerate on the interstate on 1/30/23, they smelled a burning smell, experienced vibration while idling, so a tow truck came to pick up the vehicle to take it back to the dealership. Complainant states they received a repair quote on 1/31/23 for over \$1,500 for the following: engine oil cooler, turbo oil pipes and coolant pipes, and turbo gasket. Complainant states they reminded Respondent they just received the vehicle 3 days prior, received a full diagnostic after the initial problems on the delivery date and was told everything was fine. On 2/2/23, Complainant alleges they were informed the quote was sent in error and everything was fine. The engine light came on again on 4/22/23 and the diagnostic showed a myriad of issues with a quote of over \$6,000 for repairs. The same issues were present from the quote Complainant was told to ignore on 1/31/23, along with additional issues and maintenance recommendations. The Service Manager agreed to cover the original issues except the turbo gasket, the extended warranty would cover the new issues and Complainant paid \$1,200 for “maintenance”, the diagnostic fee and the deductible. On 5/13, the engine light came on again and the vehicle lost power on the interstate. Complainant had more repairs done and on 5/26/23, the engine light came back on. A check with another mechanic showed the issue was the catalytic converter.

Respondent confirmed the vehicle died during the original delivery and the diagnostics showed a shorted ignition coil. This was repair and there were no further concerns, and the vehicle was delivered to Complainant. Respondent confirmed they completed a diagnostic on 1/30/23 and could not duplicate the issues; however, they did send a quote for items that

would be needing attention. Respondent further confirmed Complainant paid for some repairs over time, and the service contract covered over \$2,000 worth of repairs. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**40.2023031101 (ES)**

**Date Complaint Opened: 06/22/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges someone is selling vehicles in what looks to be a shopping center. An enforcement agent called the number displayed in the vehicles and spoke to Respondent. Respondent stated they rented a lot from a lady and three of the vehicles for sale belong to him. He had other vehicles displayed for sale and he charged the owners money to display them. An investigation was conducted. Complainant did not cooperate with the investigation or provide the evidence and documents requested to support their allegations. Respondent denies selling the vehicles and alleges they are just a go-between because he rents the lot and allows vehicles to sit there. Respondent will not cooperate or provide any information about who owns the vehicles that are on the lot. There is not enough evidence to prove unlicensed activity, and we do not have any residential address or business address to send a Letter of Instruction to. Counsel recommends referring this matter to local law enforcement considering Tenn. Code Ann. §§ 55-16-103 and 104 gives law enforcement the right to take possession of vehicles being used in curbstoning.

**Recommendation: Refer to local law enforcement**

**Commission Decision: Concur.**

**41.2023025171 (TH)**

**Date Complaint Opened: 05/24/2023**

**First Licensed: 06/25/2018**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges in their complaint that despite them finishing paying for their vehicle, Respondent has not released the title. The complaint explains, as such, Complainant is unable to register their vehicle.

An investigation was conducted. On three separate occasions, an investigator went to Respondent's location and observed the business to be shut down. The investigator noted each time they went to Respondent's location, the gate was closed and there was a lock and chain on the gate. The investigator additionally called the number listed on the side of the building, and found the number was not a working number. Finally, the investigator looked the business up on the internet, and found Respondent no longer had a working website.

The investigator also contacted Complainant, and spoke with them by phone. Complainant stated to the investigator that they filed the complaint to obtain the title, and now has the title. Complainant explained, as such, they did not want to pursue their complaint.

Based on Complainant's desire to no longer pursue their complaint, and the fact Respondent appears to be closed, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**42.2023025181 (TH)  
2023027871  
Date Complaint Opened: 05/24/2023, 06/06/2023  
First Licensed: 11/30/2021  
Expiration: 11/30/2023 (Closed)  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

The associated complaints are alleging Respondent has either failed to register their vehicle/ provide the vehicles title and/or permanent plates, or honor the customers warranties. However, Respondent's locations have since closed. Respondent's accounts were taken over by a Portfolio Management company who was informed Counsel they are working with each customer to resolve their issues.

Counsel recommends closing and flagging these complaints. Additionally, Counsel recommends the Commission vote to authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.

Counsel also recommends referring complaint #2023025181 to the Department of Revenue to see if they can aid Complainant in obtaining their title, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.

**Recommendation: Close and flag these complaints, and authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.**

**Counsel also recommends referring complaint #2023025181 to the Department of Revenue to see if they can aid Complainant in obtaining their title, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.**

**Commission Decision: Concur.**

**43.2023031531 (TH)**

**Date Complaint Opened: 06/26/2023**

**First Licensed: 01/13/2021**

**Expiration: 01/31/2025 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – Several complaints closed and flagged due to dealership closing and failing to provide titles.**

The complaint is alleging Respondent has failed to honor Complainant’s warranty. However, Respondent’s locations have since closed. Respondent’s accounts were taken over by a Portfolio Management company who was informed Counsel they are working with each customer to resolve their issues.

Counsel recommends closing and flagging this complaint. Additionally, Counsel recommends the Commission vote to authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.

**Recommendation: Close and flag these complaints, and authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.**

**Commission Decision: Concur.**

**44.2023027001 (TH)**

**2023034611**

**2023034911**

**Date Complaint Opened: 06/02/2023 – 07/18/2023**

**First Licensed: 02/11/2021**

**Expiration: 01/31/2025 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – Several complaints closed and flagged due to dealership closing and failing to provide titles.**

The associated complaints are alleging Respondent has either failed to register their vehicle/ provide the vehicles title and/or permanent plates, or honor the customers warranties. However, Respondent’s locations have since closed. Respondent’s accounts were taken over by a Portfolio Management company who was informed Counsel they are working with each customer to resolve their issues.

Counsel recommends closing and flagging these complaints. Additionally, Counsel recommends the Commission vote to authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.

Counsel also recommends referring complaint #2023027001 to the Department of Revenue to see if they can aid Complainant in obtaining their title, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.

**Recommendation: Close and flag these complaints, and authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.**

**Counsel also recommends referring complaint #2023027001 to the Department of Revenue to see if they can aid Complainant in obtaining their title, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.**

**Commission Decision: Concur.**

**45.2023027791 (TH)  
2023027891  
Date Complaint Opened: 06/06/2023  
First Licensed: 01/11/2022  
Expiration: 01/31/2024 (Closed)  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2023 – Several complaints closed and flagged due to dealership closing and failing to provide titles.**

The associated complaints are alleging Respondent has either failed to register their vehicle/ provide the vehicles title and/or permanent plates, or honor the customers warranties. However, Respondent's locations have since closed. Respondent's accounts were taken over by a Portfolio Management company who was informed Counsel they are working with each customer to resolve their issues.

Counsel recommends closing and flagging these complaints. Additionally, Counsel recommends the Commission vote to authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.

Counsel also recommends referring both of these complaints to the Department of Revenue to see if they can aid the Complainants in obtaining their titles, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.

**Recommendation: Close and flag these complaints, and authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.**

**Counsel also recommends referring both of these complaints to the Department of Revenue to see if they can aid the Complainants in obtaining their titles, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.**

**Commission Decision: Concur.**

**46.2023027881 (TH)  
Date Complaint Opened: 06/06/2023  
First Licensed: 08/02/2005  
Expiration: 03/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

Complainant initially filed their complaint alleging Respondent failed to refund their deposit. However, Complainant has since followed up requesting to withdraw their complaint, and states they have received their refund. Respondent explained the reason for delay was they were out of town and, as such, could not return the deposit right when it was requested. Respondent states, however, as soon as they returned, they refunded Complainant fully. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**47.2023029291 (TH)  
2023032551  
Date Complaint Opened: 06/14/2023, 07/01/2023  
First Licensed: 03/04/2011  
Expiration: 0/28/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2019 – One complaint closed without action. 2018 – One complaint closed with \$500 civil penalty for failure to deliver title. 2016 – One complaint closed with \$500 civil penalty for deceptive business practices and four complaints closed without action. 2021 – One complaint closed with letter of warning for deceptive business practices. One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.**

**2023029291:**

Complainant states they purchased a vehicle from Respondent in December 2022. Complainant states as of the time of their complaint, June 14, 2023, they had yet to receive their title and registration.

Respondent explains one of their former employees had requested a replacement title from the New York title office. Respondent states once they were made aware the replacement never arrived, they initiated an inquiry in the matter. Respondent states at that time they learned the replacement was mailed to the previous owner of the vehicle by mistake. Respondent explains they learned the previous owner never followed through with forwarding the envelope to Respondent. Respondent states they offered the former owner an overnight envelope to send the information in but did not hear back about it. Respondent states as such, they unwound the transaction and fully refunded Complainant. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.

**Recommendation: Authorize issuing a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.**

**Commission Decision: Concur.**

**2023032551:**

Complainant states they purchased a vehicle from Respondent on May 16, 2023. Complainant states they later caught an error in the paperwork. Complainant states they brought this error to Respondent's attention, who explained it would be an easy fix. Complainant states, however, since the issue was not fixed, they filed their complaint.

Respondent states they respectfully disagree with the allegations made in the complaint that there was an "error in the paperwork." Respondent states Complainant signed a document indicating their desire to purchase the AWS warranty and have it be included in the financing of their vehicle. Respondent states, nevertheless, when Complainant indicated they changed their mind and requested to cancel the warranty, Respondent submitted the cancellation request. Respondent states they explained to Complainant it could take sixty (60) days to process the cancellation request. Respondent explains, however, the warranty was cancelled effective June 15, 2023, and Complainant was credited. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**48.2023030971 (TH)**  
**Date Complaint Opened: 06/22/2023**  
**First Licensed: 07/13/2015**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**



**History (5 yrs.): 2020 – One complaint closed with \$1,000 civil penalty for issuing a temporary tag for a salvage vehicle. 2021 – One complaint closed with \$250 agreed citation for not including doc fee in advertising.**

Complainant states they are seeking assistance with being able to register their car and to obtain their tag and title.

Respondent states Complainant's paperwork has been ready to pick up, but Complainant refuse to pick them up.

An investigation was conducted. As evidenced in the supporting records collected in this matter during the investigation, Respondent has not provided Complainant with the proper documentation evidencing their purchase. According to the evidence obtained, Respondent has failed to provide Complainant with proper documentation to evidence transfer of ownership. Further the investigator, notes based on the information obtained, that it appears Respondent has falsely recorded the selling price of the vehicle to be \$1,500.00 instead of the actual sales price Complainant claims to have paid of \$4,700.00.

Complainant filed a civil suit against Respondent for this matter. On August 17, 2023, the Court ruled in Complainant's favor ordering Respondent to refund the \$4,700 dollars Complainant spent to purchase the vehicle. The investigator explains they quickly noted to Complainant that amount was considerably more than what the Bill of Sale depicted Complainant paying for the vehicle. Complainant replied that Respondent told Complainant because they were paying cash, Respondent was going to do Complainant favor and write the Sales Receipt up showing a purchase price of \$1,500 to save Complainant money on the sales tax. The investigator specifically asked Complainant if they asked Respondent to do this or did Respondent voluntarily offer it, Complainant replied that Respondent offered it and told Complainant not say anything.

Based on Respondent's aforementioned actions, Counsel recommends the Commission authorize seeking Voluntary Surrender of Respondent's license.

**Recommendation: Authorize seeking Voluntary Surrender of Respondent's license.**

**Commission Decision: Concur.**

**49.2023014741 (TH)**

**Date Complaint Opened: 03/23/2023**

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

**Expiration: 06/30/2025**

**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 states they were looking through Respondent's website, and found a referenced vehicle for a listed price of \$3,108.00. Complainant states they contacted the dealership through their portal, and was then sent a deal sheet for the vehicle. Complainant states when Respondent contacted them after their inquiry, they were informed the advertised price was a mistake and the price would not be honored.

Respondent states the price of the vehicle that was the subject of the complaint was inaccurately listed on our website and included the following disclaimer:

“The advertised price does not include state and local taxes, tags, registration fees, title fees, a dealer preparation fee and a documentation fee. Internet price cannot be combined with any offers. We strive to maintain accurate information on this website about inventory, vehicle features and history, manufacturer incentives, and pricing. To do so, we often rely on third party sources to provide us with particular data. All Information is subject to change without notice to correct inaccuracies and to adjust for changing market conditions. We assume no responsibility for errors and omissions, and make no representations or warranties, express or implied, that the information presented is accurate and complete.”

An investigation was conducted. On April 20, 2023, the investigator went to Respondent's location and spoke with a representative. Respondent explained the price of the vehicle that was the subject of the complaint was inaccurately listed on their website. Respondent informed the investigator that their accounting office will list the prices of their inventory and then send the prices of the vehicles to a third party and the third party will send the advertisement to several internet locations. The investigator specifically asked Respondent about the “dealer preparation fees” located in their advertising disclaimer. Respondent explained that it is in the disclaimer, but that their dealership does not actually charge any doc fees or dealer preparation fees. The investigator audited numerous buyer orders provided to the investigator by Respondent, and did not observe any dealer preparation fees nor doc fees.

The investigator was unable to get in contact with Complainant. The investigator states without any information from Complainant or documents, they were unable to complete the investigation.

Based on the aforementioned information Counsel recommends closing this complaint with a Letter of Instruction pertaining to Respondent's mention of “dealer preparation fees” in their advertisement.

**Recommendation: Letter of Instruction pertaining to Respondent's mention of “dealer preparation fees” in their advertisement.**

**Commission Decision: Concur.**

**50.2023026701 (ES)**  
**Date Complaint Opened: 06/01/2023**  
**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.**

This complaint was filed by the Director for a Complainant who is mentally and physically handicapped. Complainant believes they were pressured into purchasing a new vehicle from Respondent. Complainant alleges their income was arbitrarily inflated to qualify for a loan. Complainant tried to unwind the deal and give the vehicle back but alleges Respondent refused. Complainant alleged they left their trade-in vehicle at the dealership with \$1,900 cash hidden in it, and when the vehicle was returned to her, the money was gone and there were dents in the vehicle that were not there before. Respondent did unwind the deal and refunded Complainant, but denies taking any money from the trade-in vehicle or causing any damage to it. Respondent also denies inflating the Complainant's income – the loan was obtained from Complainant's own credit union. There is no evidence to support the allegations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**51.2023030681 (ES)**

**Date Complaint Opened: 06/21/2023**

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

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Alabama who alleges Respondent is in violation of laws related to advertising the price of a vehicle. Complainant alleges Respondent had a vehicle advertised on cargurus.com for \$41,003 and they made a cash offer for slightly less with request for delivery to Alabama. Complainant alleges a representative implied they were accepting the offer. Complainant reviewed the statement of costs and alleges the following fees were added: nitrogen and window tint - \$499, used car inspection - \$1,690, doc fee - \$699, non-tax fees - \$261, thereby adding \$3,150 to the advertised price. Complainant refused to purchase the vehicle and claims Respondent continued to try to contact them for the next week. Complainant did not provide the advertisement. Respondent states the vehicle was advertised for \$51,365, which matches the total amount of the vehicle price after all items were added on the statement provided by Complainant except for the used car inspection and the nitrogen/window tint costs. The Respondent was also advertising a \$10,362 discount. Respondent states they had numerous conversations with Complainant and disclosed all taxes and fees. Complainant became irate with the salesperson on the phone, asked him what country he was from and then hung up. Respondent's disclaimer for advertised prices states the "price excludes optional equipment selected by the purchaser, \$699 doc fee, state and local taxes, tag, registration, and title fees." Counsel recommends issuing a Letter of Warning for failing to include the costs of the used car inspection and

nitrogen/window tinting in the advertised price, and to instruct Respondent to amend their disclosure to state “tax, title and license” fees are not included.

**Recommendation: Letter of Warning for advertising violation**

**Commission Decision: Concur.**

**52.2023032891 (ES)**

**Date Complaint Opened: 07/05/2023**

**First Licensed: 01/18/2023**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges they failed to release the title and tags. Complainant alleges Respondent has not filed the paperwork with the DMV and the vehicle’s title is still in the dealership’s name. Complainant further alleges Respondent has issued at least 5 temporary tags to the vehicle. It appears the vehicle may be a rebuilt vehicle as well. An investigation was conducted because Respondent did not address all of the allegations in their response. The investigation revealed that the vehicle was salvage and Respondent did not obtain the rebuilt title until after they sold the vehicle to Complainant. Further, Respondent did not use the proper disclosure form required when selling a salvage or rebuilt vehicle. Respondent issued two temporary tags to the vehicle prior to it receiving a rebuilt title. The vehicle has since been registered. Counsel recommends issuing a \$500 civil penalty for failure to disclose the salvage/rebuilt status with the proper disclosure form and a \$5,000 civil penalty for selling a salvage vehicle without a rebuilt title and issuing two temporary tags to it, for a total \$5,500 civil penalty.

**Recommendation: Authorize a \$5,500 civil penalty for selling a salvage vehicle without a rebuilt title and issuing two temp tags to the salvage vehicle**

**Commission Decision: Concur.**

**53.2023024791 (ES)**

**Date Complaint Opened: 05/23/2023**

**First Licensed: 12/02/2011**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on 5/22/23 for failing to produce active county and city business licenses. Counsel recommends issuing a \$250 civil penalty for each expired license, for a total \$500 civil penalty.

**Recommendation: Authorize a \$500 civil penalty for failure to produce active city and county business licenses**

**Commission Decision: Concur.**

**54.2023028781 (ES)**

**Date Complaint Opened: 06/10/2023**

**First Licensed: 06/27/2014**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant is an auto dealer who purchased a used vehicle from Respondent on 6/7/23 through an online auction site. When the delivery driver arrived to the dealership to pick up the vehicle, they were told it was no longer there and had been purchased by someone else. The auction voided the sale and refunded the money to Complainant but they are upset that the vehicle was sold to someone else. Respondent states they sold the vehicle to another dealer on 6/7/23 and marked it as sold, prior to Complainant purchasing it. Respondent states there must have been a glitch in the auto auction's system. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**55.2023031761 (ES)**

**Date Complaint Opened: 06/27/2023**

**First Licensed: 07/27/2022**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a truck from Respondent after expressing to the salesperson that they needed it for work, which meant the truck had to have certain towing abilities. Complainant alleges the owner stated they drove the truck and personally hauled a trailer with it. Complainant started having issues with the truck and had to have it towed and repaired, only for the truck to stop working again. Complainant wants to return the truck and get their money back. Respondent states that Complainant was extremely rude and hostile when they attempted to speak to him about the truck's issues. Respondent asked if there was an official diagnosis from a reputable mechanic and Complainant just said they had used a programmer themselves to run diagnostic codes on the truck. Respondent states the truck was not intended to have a programmer installed on it. Complainant told Respondent it didn't matter what an official diagnostic would be because he was not keeping the truck, and began cursing and demanding a refund. Respondent told Complainant they would attempt to help if he would get an official diagnosis and Complainant never followed up. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**56.2023031841 (ES)**  
**Date Complaint Opened: 06/28/2023**  
**First Licensed: 05/01/2012**  
**Expiration: 03/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2023 – One complaint closed with \$4,750 agreed citation for issuing more temp tags than allowed and failure to maintain business records.**

Complainant purchased a used vehicle from Respondent on 5/1/23 and alleged they had not received their tag as of 6/28/23. Complainant alleges Respondent hung up on them and never attempted to obtain registration for the vehicle. Respondent states they completed the appropriate paperwork with their local county clerk on 6/28/23 and made four unsuccessful attempts to contact Complainant about picking up their license plate. Complainant has picked up the plate and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**57.2023034071 (ES)**  
**Date Complaint Opened: 07/12/2023**  
**First Licensed: 08/21/2012**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges they overcharged them for tag and title fee. Respondent states the Complainant has a lienholder which requires the dealership to register and record the lien to ensure the title goes to the lienholder. The cost for this and registration of the vehicle is a set fee of \$195. The Bill of Sale lists \$195 as the title and registration fee. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**58.2023034141 (ES)**  
**Date Complaint Opened: 07/12/2023**  
**First Licensed: 09/23/2020**  
**Expiration: 09/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2023 – One complaint closed with letter of warning for failure to respond to the Commission's request for a response to a complaint.**

Complainant purchased a used vehicle from Respondent on or around 4/15/23 and alleges they have not received the title or registration as of 6/20/23. Respondent has since mailed the license plate and registration to Complainant and issued two temporary tags during the delay. Respondent was waiting for the title from the previous lienholder which was received on 6/22/23. The title-work was delayed because a necessary signature was missing for the previously titled owner. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**59.2023025001 (TH)**  
**Date Complaint Opened: 05/24/2023**  
**First Licensed: 07/19/2010**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

While completing the annual inspection of this dealer the inspector observed their County Business Tax License had expired.

Respondent provided a notarized statement in which they explained they had renewed their County Business License prior to the inspection being conducted, but it had not arrived in the mail yet at the time of the inspection. Respondent provided a copy of an up-to-date County Business Tax License reflecting an expiration date of May 15, 2024. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**60.2023028651 (TH)**  
**Date Complaint Opened: 06/09/2023**  
**First Licensed: 06/04/2013**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states on May 15, 2023, they purchased a truck from Respondent for \$8,500 with a cashier's check. Complainant states they were told they would have the title within a week. Complainant states, however, they went to Respondent's on May 30, 2023, as Complainant did not yet have their title, and Respondent informed Complainant they did not have the title or the tags because the truck title was owned by a Credit Union.

Respondent failed to answer the complaint.

An investigation was conducted. Complainant informed the investigator that they had received their title, and no longer wanted to participate in the investigation. Respondent cooperated with the investigation, and explained the delay was due to the dealership awaiting delivery of the title at the time of the sale, and when it did not come a duplicate title was requested and received. Respondent explained it all about within about thirty (30) days.

Respondent also provided the investigator with the deal file. The investigator noted the only issue with the deal file was its failure to contain a copy of the title. Respondent explained once received, the title was taken directly to the county and a copy was not made. Respondent acknowledged the oversight and stated that they typically do add copies of titles to deal files. Respondent also explained they provided a response to the Tennessee Division of Consumer Affairs, where the complaint originated, and did not realize they also needed to provide a response to the Commission.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of their duties pertaining to record keeping and answering the Commission.

**Recommendation: Letter of Instruction reminding Respondent of their duties pertaining to record keeping and answering the Commission.**

**Commission Decision: Concur.**

**61.2023028701 (TH)**  
**Date Complaint Opened: 06/09/2023**  
**First Licensed: 09/01/1991**  
**Expiration: 05/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they purchased a vehicle from Respondent on June 5, 2023. Complainant states they found a car they would like to purchase, however, note that the vehicle did not have a “Sales Sticker” showing the vehicle’s features and MSRP. Complainant states when they inquired about the missing sticker, they were told the vehicle had just come from somewhere else and had not yet gone through Respondent’s entry process. Complainant states they took Respondent’s explanation as true, and went through with completing the purchase. Complainant states after they got home with the vehicle, they found the sales sticker inside the glove box, and were shocked to find that the MSRP was actually \$10,000 less than Respondent’s handwritten offer.

Respondent failed to answer the complaint.

An investigation was conducted. During the investigation Complainant requested their complaint be closed. Respondent told the investigator that after speaking with Respondent they realized they did not have the right information when they made their complaint, and all their issues have been resolved. As such, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to answer the Commission.



**Recommendation: Letter of Warning reminding Respondent of their duty to answer the Commission.**

**Commission Decision: Concur.**

**62.2023031651 (TH)**

**Date Complaint Opened: 06/27/2023**

**First Licensed: 01/13/2023**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant is alleging Respondent fraudulently sold them a salvage titled vehicle. Complainant states at time of purchase they were told it was a "salvage" title that had been "certified rebuilt by state of Tennessee." Complainant states Respondent led them to believe the vehicle was currently road worthy. Complainant states they were initially issued a temporary tag at the time of purchase, and then when that expired, and they still had not received their title, they attempted to contact Respondent. Complainant states the original paperwork they signed was for a 2008 Jeep Wrangler, which did not contain any paperwork for a salvaged vehicle. Complainant states, however, when they contacted Respondent, they were told the paperwork was filled out incorrectly and sent paperwork for a 2009 Jeep Wrangler that contained salvage paperwork.

Respondent denies the allegations. Respondent alleges Complainant purchased the vehicle from them as a "salvage" titled vehicle. Respondent states this was disclosed to Complainant both verbally and in writing, although Respondent did not provide any signed documentation with their response. Respondent states they have attempted to assist Complainant with the process of registering their vehicle and completing the rebuilt titling process. Respondent states Complainant was advised of the vehicles title status and of the process required to register the vehicle. Respondent states the title has been submitted to the State of Tennessee and remains there awaiting the requested documents being mailed in.

An investigation was conducted. Based on the evidence obtained, while Respondent did have Complainant sign a Rebuilt/Salvage Disclosure, it does appear Respondent nevertheless sold this vehicle prior to obtaining a rebuilt title and issued three (3) temporary tags to the vehicle. As such, Counsel recommends authorize issuing a \$7,500.00 civil penalty.

**Recommendation: Authorize issuing a \$7,500.00 civil penalty for Respondent selling a salvaged vehicle prior to obtaining a rebuilt title and issuing three (3) temporary tags to the vehicle.**

**Commission Decision: Concur.**

**63.2023032771 (TH)**

**Date Complaint Opened: 07/04/2023**

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

**Expiration: 07/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant alleges Respondent was deceptive in the sale of Complainant's vehicle. Specifically, Complainant points to Respondent giving them a handwritten copy of a document dated March 03, 2021, of a "New Car Inspection Sheet alleging Respondent had completed a 21-point inspection. Complainant, alleges, however they have learned the vehicle was actually at another location when the inspection was alleged to have occurred.

Complainant states they paid a total of 40,000 for a vehicle, have had it for three (3) years, and have paid the vehicle off. Complainant states, however, the vehicle sits in their yard presently being eaten up by salt damage. Complainant states they had no knowledge the vehicle had salt damaged at the time of purchase, and that the vehicle cannot be repaired.

Respondent denies the allegations in the complaint.

An investigation was conducted. The National Insurance Crime Bureau did not show this vehicle to listed in salvage records. Respondent states Complainant did not report any of these issues with Respondent until over multiple years later. Respondent states Complainant did not have any issues until they learned the repairs would not be covered by Respondent. Respondent states they were unable to do anything about Complainant's requests as the wear and tear damage put on the vehicle by Complainant who had the vehicle for almost three (3) years prior to their complaint. There was no evidence showing Respondent had acted fraudulent in this sale was obtained in the investigation. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**64.2023033531 (TH)**

**2023038091**

**Date Complaint Opened: 07/10/2023 – 08/06/2023**

**First Licensed: 11/21/2014**

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

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

**2023033531:**

Complainant filed their complaint after a delay in receiving their permanent plate and registration information. Complainant purchased their vehicle from Respondent on March 11, 2023.

Respondent explained to the investigator that the reason for the delay was paperwork was missing a signature from the previous owner and the Judge who had divorced the prior title owners. However, on July 17th, 2023, Respondent received the correct signed paperwork, took it to the clerk's office and obtained the title for the vehicle. Complainant picked up the paperwork on the same day.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.

**Recommendation: Authorize a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.**

**Commission Decision: Concur.**

**2023038091:**

Complainant states they made their final payment to Respondent on February 17, 2022, and was told the title was on its way. Complainant states, however, it has been over a year, and they have yet to receive the title.

Respondent explains Complainant did make their last payment on March 4, 2022, and the title was mailed on March 5, 2022, at Complainant's request. Respondent states they never heard from Complainant again after until this complaint nearly a year later, so they had assumed the title had been received. Respondent states after receiving the complaint they contacted Complainant and helped them apply for a duplicate/lost title. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**65.2023034341 (TH)**  
**Date Complaint Opened: 07/14/2023**  
**First Licensed: 04/17/2023**  
**Expiration: 04/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they are 62 years old, and a foster parent who was helping a foster child get a used car from Respondent. Complainant states they had agreed to purchase the vehicle "As-Is" because they were told the vehicle had been inspected and there were no issues with it. Complainant states they were aware the vehicle had a rebuilt title but not that the airbags were not functioning. Complainant states they have also head gasket issues which had been covered up with a stop leak. Complainant alleges these were all fraudulent practices by

Respondent. Complainant states, additionally, that it has since come to their attention that the bill of sale has one vin number, and the title has another.

Respondent denies the allegations in the complaint, and states Complainant purchased the vehicle "As-Is." Respondent explains complaint purchased the vehicle knowingly with a rebuilt title and signed all required disclosure. Respondent denies any allegations of fraudulent actions on their behalf.

An investigation was conducted. The investigator the obtained relevant documents related to the complaint and sale, and observed no fraudulent activity. The investigator explains this conclusion is based on the obtained documents and the verbal statements provided by all parties involved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**66.2023034841 (TH)**  
**Date Complaint Opened: 07/18/2023**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

The Commission was notified of a potential counterfeit license being used possibly by Respondent by a County Clerk. Accordingly, an internal complaint was generated and opened.

The address is not listed for Respondent, and Respondent is not licensed by the Motor Vehicle Commission.

An investigation was conducted. The investigator spoke with the County Clerk (hereinafter "the Clerk") who notified the Commission. The Clerk informed the investigator they were unable to remember who presented the forged license, their names or what they looked like. The investigator was unable to get back into contact with the Clerk.

Respondent denies being the dealer associated with the complaint. Respondent states they are not currently operating as a dealer, and are in the construction phase of their car lot. Respondent explains they have already put one million dollars into it, and once it is finished in about two (2) months, they will be applying for dealer's license. The investigator searched Respondent's name online, and saw vehicle displayed. However, none of the vehicles had prices displayed with them. Respondent informed the investigator they are just storing overflow vehicles for their brother who owns a different dealership. Respondent noted none of the vehicles on the lot were marked or displayed for sale.

There was no evidence obtained during the investigation establishing it was Respondent involved in the incident observed by the Clerk. Additionally, there was no evidence

obtained establishing that Respondent sold over five (5) vehicles in a year. However, Respondent does have listed vehicles associated with them online. As such, Counsel recommends issuing a Letter of Warning reminding Respondent of the rules pertaining to unlicensed activity.

**Recommendation: Authorize issuing a Letter of Warning reminding Respondent of the rules pertaining to unlicensed activity.**

**Commission Decision: Concur.**

**67.2023030381 (ES)**

**Date Complaint Opened: 06/20/2023**

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

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of South Carolina who alleges they sent a check to Respondent on 5/31/23 for a vehicle which was not delivered on the agreed-upon date, 6/3/23. Complainant was suspicious of the deal and requested a stop-payment on the check on 6/6/23 and told the salesperson to cancel the deal. The vehicle was delivered to Complainant on 6/8/23 when they were not home. Complainant alleges the vehicle has engine issues, broken window buttons, the airbag light was on, and paint was chipped. Complainant alleges Respondent did not disclose these issues. Respondent sold the vehicle as-is without warranty and notes it was the Complainant's choice to purchase the vehicle without seeing it or inspecting it first. Respondent sent videos of the vehicle running, and of the interior and exterior of the vehicle prior to purchase. The airbag light was on in the video and there was visible paint chips on the front bumper. Complainant signed the as-is paperwork and sent it back to Respondent before the vehicle was purchased and delivered. Respondent notes the original delivery driver cancelled the pick-up so they had to obtain a new driver, which caused the delay. Respondent offered \$1,000 to the Complainant because of the delay. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**68.2023033151 (ES)**

**Date Complaint Opened: 07/07/2023**

**First Licensed: 01/06/2004**

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$250 agreed citation for advertising violation(s).**

Complainant purchased a used vehicle from Respondent on or around 10/14/22 and alleges they have not received the title or registration as of 7/7/23. Respondent states they purchased the vehicle from another dealer before they sold it to Complainant, and they have not received the title from that dealer. Respondent has been told that a duplicate title is needed and a correction would also be required. Respondent states the vehicle has passed through several dealerships and the process has taken much longer than normal because of the different signatures required. Respondent states they have updated the Complainant on an almost weekly basis since the purchase and has provided emails of communications showing their efforts to get this resolved. Respondent offered Complainant the option to return the vehicle because they have no control in getting the previous selling dealer to timely produce the title but Complainant wanted to keep the vehicle. Complainant told Respondent they were fine with waiting a little while longer. Respondent immediately called Complainant after this complaint was filed and Complainant agreed to return the vehicle and purchase a different one from Respondent. Respondent only issued two temporary tags to the vehicle. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**69.2023034201 (ES)**

**Date Complaint Opened: 07/12/2023**

**First Licensed: 04/22/2016**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$250 agreed citation for advertising violation(s).**

Complainant purchased a 1966 classic vehicle from Respondent and alleges they did not disclose damages to the vehicle. Complainant alleges the vehicle stopped working while driving and claims it is unsafe to drive. Respondent allowed Complainant to return the vehicle and they issued a refund. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**70.2023034401 (ES)**

**Date Complaint Opened: 07/14/2023**

**First Licensed: 08/31/2021**

**Expiration: 07/31/2023 (Closed and Expired)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed and flagged for expired county/city business license.**

Complainant is a deputy with the local sheriff's office who alleges Respondent issued a fraudulent temp tag and failed to properly transfer a title after selling a vehicle that was purchased at an auction. The deputy further alleges Respondent is selling fake temp tags for \$30 but provided no evidence to support such allegations. Further, the sheriff's office only filed an incident report regarding this matter. An investigation was conducted. Respondent dealership has been closed since April and their license expired in July. Respondent's attorney and Respondent have cooperated with the investigation and provided a detailed statement. Respondent denies the allegations and believes that a former employee who has a history of purchasing vehicles from auctions and reselling them, may be behind this. The auction verified that Respondent was not the one who purchased the vehicle at issue. The Complainant eventually shared some information from incident report which revealed that Respondent was not involved in this fraudulent activity, nor was any licensed dealer. The investigator eventually met with the woman who admitted to purchasing the vehicle from auction, and she became very hostile and refused to cooperate. The person driving the vehicle when pulled over by the police was the sister of the woman who purchased the vehicle from auction. The investigation did not reveal any evidence against Respondent. However, Counsel recommends referring this matter to the Department of Revenue considering they regulate the issuance of temporary tags and may want to investigate further.

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

**Commission Decision: Concur.**

**71.2023035011 (ES)**

**Date Complaint Opened: 07/19/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This is an administrative complaint opened against Respondent for possible unlicensed activity. An investigation was conducted. Respondent's Facebook page states "we fix and sale (sell) automobiles." The investigator went to the address provided and it was a residential area with a residence and a mechanic shop on the property. There were multiple vehicles in the yard but none were marked for sale. Respondent denied selling vehicles and denied acting as a dealer. Respondent states they are a mechanic and if someone inquires about purchasing a vehicle, they refer them to a dealer in Arkansas. Respondent was not cooperative and demanded the investigator leave and not take pictures. When the investigator went to the local clerk, they said they were very familiar with Respondent. They allege Respondent visits their office several times a week to register vehicles they have sold. The clerk believes Respondent and the dealership located in Arkansas are one in the same. The clerk provided registration paperwork for 10 sales that they state Charles brought the paperwork in for, but they all refer to the Arkansas dealer throughout the purchase, title and registration documents. The investigator made contact with the owner of the Arkansas dealer and they stated Respondent is a mechanic who works on their vehicles.

They confirmed Respondent will send any person interested in buying a vehicle to the Arkansas dealer to purchase one. Counsel recommends issuing a Letter of Warning for unlicensed activity, noting that vehicles cannot be sold in Tennessee for a dealer in Arkansas, and prohibiting Respondent from advertising vehicles for sale on Facebook without a Tennessee dealer license.

**Recommendation: Letter of Warning for unlicensed activity**

**Commission Decision: Concur.**

**72.2023030701 (ES)**  
**2023034701**  
**Date Complaint Opened: 06/21/2023, 07/17/2023**  
**First Licensed: 04/12/2016**  
**Expiration: 04/30/2024 (CLOSED)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**2023030701**

Complainant purchased a used vehicle on or around 11/21/22 from Respondent and is alleging that they have not received their tags and registration. Complainant's lienholder has since assisted them in obtaining the registration. Respondent dealership has since closed and their licensed has been cancelled. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**2023034701**

Complainant purchased a used vehicle from Respondent on 1/17/23 and has not been able to get their tag or title. The surety bond information has been sent to Complainant. Respondent dealership has since closed and their licensed has been cancelled. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**73.2023032981 (ES)**  
**Date Complaint Opened: 07/06/2023**  
**First Licensed: 10/16/2015**  
**Expiration: 08/31/2025**  
**License Type: Motor Vehicle Dealer**



**History (5 yrs.): 2022 - Two complaints closed with a \$1,500 civil penalty for issuing too many temporary tags.**

Complainant purchased a used vehicle from Respondent on 4/4/23 and alleges they have not received their registration as of 7/6/23. Complainant confirms they only received one temp tag and Respondent gave them \$450 for the delay. Respondent states the delay was due to missing military orders from the Complainant and generating new sales contracts to remove the sales tax. Respondent offered to take the vehicle back and provide a full refund because of the delay but Complainant declined and agreed to wait for the registration to be completed. The registration documents were submitted to the local clerk on 7/19/23 and Complainant received the plate and registration in early August. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**74.2023034311 (ES)**

**Date Complaint Opened: 07/13/2023**

**First Licensed: 11/27/2019**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 - One complaint closed with an Agreed Citation for \$2,000 for expired city and county business license.**

Complainant purchased a used vehicle from Respondent on 5/20/23 and had not received the registration as of 7/13/23. Respondent acknowledged that due an error in their automated system, the presale title for the vehicle remained at their office in Arizona while the registration paperwork was in their local Memphis location. Respondent did give Complainant the option to swap or return the vehicle, which was declined. Once the issue was identified, the registration packet was processed by Respondent's vendor and sent to the clerk's office for completion. Respondent last spoke with Complainant on 8/4 when he stated he would be going to the clerk's office to pick up the registration the next time he was available, and the office was open. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**75.2023034011 (ES)**

**Date Complaint Opened: 07/12/2023**

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

**Expiration: 09/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant brought their vehicle to Respondent for repairs and left a note on the “drop envelope” that they thought the issue was with the alternator. Complainant picked up the vehicle and received an estimate which listed several repairs but did not mention the alternator. Complainant replaced the starter battery himself and the vehicle had to be brought back because the same issue was occurring. Respondent then told Complainant it could be the alternator and quoted an additional \$900 to add in that repair. Complainant feels Respondent is lying to people and trying to “squeeze money out of them.” Respondent explained that during their first diagnosis, the batter was in a failed charge state, which prevents them from testing the alternator. Respondent denies lying to Complainant and the repairs have been completed. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**76.2023034301 (ES)**  
**Date Complaint Opened: 07/13/2023**  
**First Licensed: 07/01/2020**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 6/30/23 and alleges they found out it had been reported stolen before the sale. Complainant claims they brought it to Respondent’s attention and was told it was not Respondent’s problem. Respondent takes this matter very seriously and has since reached a resolution to this matter with Complainant, reimbursing them for all of their expenses. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**77.2023034541 (ES)**  
**Date Complaint Opened: 07/15/2023**  
**First Licensed: 01/03/2006**  
**Expiration: 12/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges they went to Respondent’s dealership to finalize a car purchase but was told they did not qualify without a cosigner, so Complainant said they would not be buying a vehicle. Complainant alleges Respondent was condescending and once her husband got on the phone, they were able to finalize a deal. Complainant states they wanted to use a personal check for \$12,000 and then finance the remaining \$15,000 owed. Complainant states Respondent refused this option and wanted a certified check, but then after talking to her husband, agreed to deliver the vehicle to her in Georgia once the check

cleared. Complainant wrote a negative review on Google about the experience with Respondent and is upset about their response to the review. Respondent stated they 'were sorry that she wasn't approved for the loan on her own which forced them to explore other options but were glad they were able to deliver the vehicle to her all the way in Georgia.' Respondent states Complainant was belligerent and rude at their dealership, causing a scene in the showroom. Complainant's husband called Respondent to apologize for his wife's behavior and after discussion, Respondent agreed to do business with them. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**78.2023035541 (ES)**  
**Date Complaint Opened: 07/21/2023**  
**First Licensed: 05/21/2019**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 4/14/23 and alleges Respondent did not have the title and lied to them about why there was a delay in obtaining it and registration. Respondent purchased the vehicle from an auction and they were waiting on corrections to the title reassignments which caused issues with the title. Respondent communicated the issues to Complainant and apologized for the delay and offered to purchase the vehicle back for the full amount plus taxes and applicable fees. Respondent provided a detailed account of why there was a delay which dealt with out-of-state issues, a prior co-signer and the mileage having been previously recorded incorrectly. Respondent stayed on top of this until it was resolved after the complaint was filed, but did admit to a lack of communication prior. The issue was resolved on 8/3/23, with the registration and tag delivered to Complainant. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**79.2023027821 (TH)**  
**Date Complaint Opened: 06/06/2023**  
**First Licensed: 09/29/2020**  
**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

An inspection of Respondent's dealership was conducted on June 5, 2023. During the inspection it was revealed Respondent had four (4) Salesperson with expired licenses. Respondent explained it was an accidental oversight on behalf of Respondent. Respondent

advised after it was brought to their attention, they took immediate action to renew three of the four formerly licensed individuals still with Respondent.

Records indicate that as of June 2023, Respondent is now in compliance, and has renewed three of their salespersons' licenses. However, as evidenced in the supporting records collected in this matter, Respondent was engaged in selling vehicles while all salesperson's license were on an expired status. Records indicate that a total of twenty-three (23) vehicles were sold during the time frame of deficiencies. As such, Counsel recommends the Commission authorize assessing a \$2,000.00 civil penalty, based on a penalty of \$500.00 per expired salesperson.

**Recommendation: Authorize assessing a \$2,000.00 civil penalty, based on a penalty of \$500.00 per expired salesperson.**

**Commission Decision: Concur.**

**80. 2023030321 (TH)**

**Date Complaint Opened: 06/19/2023**

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

**Expiration: 02/29/2024 (Closed)**

**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 purchased a vehicle from a person alleging to be Respondent, and claiming to be a licensed dealer in Tennessee.

An investigation was conducted. The investigator went to Respondent's last listed location. Respondent observed the location to still be closed and no longer operating. The investigator was not able to contact the individual who sold Complainant the vehicle, and could not obtain any information on the seller. As such, Counsel recommends closing and flagging this complaint, as well as referring the matter to Law Enforcement for further investigation.

**Recommendation: Closing and flagging this complaint, as well as referring the matter to Law Enforcement for further investigation.**

**Commission Decision: Concur.**

**81. 2023030471, 2023030671, 2023031571, 2023031691, 2023032331, 2023032541, 2023032801, 2023037811 (TH)**

**Date Complaint Opened: 06/20/2023 – 08/04/2023**

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

**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

The associated complaints are alleging Respondent has failed to register their vehicle/ provide the vehicles title and/or permanent plates. Respondent was sent numerous attempts of contact, but failed to answer. Respondent additionally, failed to answer the complaint. It was alleged Respondent has since closed down. Each Complainant was sent Respondent's Surety Bond information.

An investigation was conducted into Respondent. The investigator was not able to get in contact with Respondent. The investigator drove by Respondent's previous location and confirmed they are closed and no longer operating. As such, Counsel recommends closing and flagging these complaints. Additionally, Counsel recommends the Commission vote to authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.

Counsel also recommends referring these complaints to the Department of Revenue to see if they can aid in the Complainant's in obtaining their titles, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.

**Recommendation: Close and flag these complaints, and authorize the Executive Director of the Commission to preemptively close and flag any future complaints filed against this Respondent.**

**Counsel also recommends referring these complaints to the Department of Revenue to see if they can aid in the Complainant's in obtaining their titles, and granting the Executive Director the power to preemptively refer any future complaint against Respondent pertaining to title issues to the Department of Revenue.**

**Commission Decision: Concur.**

**82.2023035831 (TH)**  
**Date Complaint Opened: 07/24/2023**  
**First Licensed: 12/13/2022**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent fraudulently changed the price of the vehicle they were financing after purchase. Complainant additionally alleges Respondent changed the document after purchase, and that it was not their signature on the agreement. Complainant alleges there was fraudulent signatures on the document. Complainant alleges the rest of the documents were esigned, and states they did not authorize e-signature of any documents.

Respondent denies the allegations.

An investigation was conducted. The investigator's attempts to contact Complainant about the matter was unsuccessful. Respondent denied any dishonest dealings on their behalf in relation to the transaction to the investigator. Respondent claims they were fully transparent on all charges and costs affiliated with the consumer's purchase, and that since Complainant outsourced financing Respondent was not in control over the amount the financing was costing Complainant. There was no evidence obtained during the investigation establishing a violation on behalf of Respondent. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**83.2023035431 (TH)**

**Date Complaint Opened: 07/20/2023**

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

**Expiration: 02/28/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is scamming customers. Complainant states they have not received their tag or title. Complainant states they have submitted a claim on Respondent's surety bond.

Respondent states they asked Complainant to confirm their mailing address several times in order to avoid any issues with delivering the title. Respondent states they sent the title to the address provided via certified mail. Respondent states after Complainant explained they never received the title Respondent provided Complainant the option to pay for a replacement title.

Respondent explains the complaint also states that Complainant's mother filed this complaint, and not the actual purchaser. Further, Respondent states the complaint also includes false accusations and other people's names with irrelevant information.

An investigation was conducted. The investigator went to Respondent's location and observed a new separate company to be opened at that location. Additionally, Respondent's dealers license is in closed status. As such, Counsel recommends closing and flagging this complaint. Counsel also recommends referring this matter to Department of Revenue to see if they can aid in obtaining the title.

**Recommendation: Closing and flagging this complaint, and referring this matter to Department of Revenue to see if they can aid in obtaining the title.**

**Commission Decision: Concur.**

**84.2023036681 (TH)**

**Date Complaint Opened: 07/30/2023**

**First Licensed: 05/30/2003**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent on June 22, 2023.

Complainant states they took the vehicle back to Respondent's the following day, due to the "check engine" light coming on. Complainant alleges Respondent told them to wait thirty-days to return with the vehicle as their service contract had a thirty-day waiting period.

Complainant alleges, however, Respondent is acting fraudulently as the service period was supposed to be active the day of purchase.

Respondent alleges Complainant purchased the vehicle "As-Is." However, Respondent failed to provide the documentation establishing the "As-Is" purchase. Respondent states Complainant purchased a third-party limited drive train warranty. Respondent states that third-party warranty does not have a waiting period for coverage to begin. Respondent states they opened a service ticket on July 5, 2023. Respondent states they diagnosed the vehicle having a blown head gasket, and contacted the third-party for approval of the required repairs. Respondent states, however, the claim was denied as the "damage [was] due to overheating" and was not covered. Respondent asserts since the vehicle was sold "As-Is" they are not required to fix or repair the vehicle. Respondent states, however, they still offered to cover the tear down to get a more detailed diagnosis.

An investigation was conducted. Respondent explained to the investigator in order to maintain a "good relationship" with Complainant they agreed to unwind the deal and refund Complainant. Complainant informed the investigator they no longer wish to pursue their complaint, and all their issues have been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**85.2023039051 (TH)**

**Date Complaint Opened: 08/10/2023**

**First Licensed: 11/06/2000**

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

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

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

An inspection of Respondent occurred on August 9, 2023. The inspection revealed Respondent's Dismantler/Recycler License expired on October 31, 2022.

Respondent explained they are backdated on their Tennessee state taxes, and did not know if they would be able to renew prior to paying those off. Respondent says they are in the

process of paying their taxes back, and will do “whatever is needed” to continue their business. Respondent informed the investigator that they went to renew in person and were told they were required to renew online. Respondent explained to the investigator that they have a language barrier issue and were unable to figure out how to process their renewal online.

There was no evidence obtained to establish Respondent was still operating while their license was expired. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of the rules pertaining to unlicensed activity.

**Recommendation: Authorize closing this complaint with a Letter of Instruction reminding Respondent of the rules pertaining to unlicensed activity.**

**Commission Decision: Concur.**

**86.2023033601 (ES)**

**Date Complaint Opened: 07/10/2023**

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

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$250 agreed citation for expired city business license. 2021 – One complaint closed with \$500 civil penalty for expired city and county business licenses. 2023 – One complaint closed with \$750 agreed citation for use of dealer plate on salvage vehicle and failure to maintain business records.**

Complainant purchased a used vehicle from Respondent and alleges only a small amount of their car payments go towards the principal, with the rest going towards interest. Complainant alleges the interest rate goes up and down and claims the contract does not say anything about the interest rate. Further, Complainant alleges Respondent refuses to give them their license plate. Respondent states the Complainant has refused to provide proof of insurance on the vehicle which is required as stated in the contract. Respondent also asked the Complainant to come in to the dealership so they could get the registration and tag completed, but they have not complied. After a month of trying to contact Complainant without success, Respondent hired a recovery company to recover the vehicle due to Complainant’s failure to honor the contract terms. As the recovery agents were helping the Complainant unload equipment from the back of the truck before taking possession of it, Complainant became agitated, jumped into the vehicle and drove off. Complainant has stated they intend to hide the vehicle and will not cooperate with Respondent. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**87.2023034921 (ES)**



**Date Complaint Opened: 07/18/2023**  
**First Licensed: 11/27/2019**  
**Expiration: 03/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 6/3/23 and paid \$1,866 after taxes and fees. Complainant states they had to spend another \$580 to fix transmission issues. On 7/18, Respondent notified Complainant they could not obtain the title to the vehicle and would refund the amount Complainant paid to purchase the vehicle. Complainant is upset that Respondent will not refund the amount paid for repairs. Respondent purchased the vehicle from an auction and title was still pending when it was sold to Complainant. Respondent was notified the original owner refuses to release the title and they immediately notified Complainant. Respondent states they told Complainant they would take the car back and would also refund the expenses for repairs with valid and verifiable receipts. Complainant provided a recording of a phone with Respondent where Respondent seems to state they can only refund the purchase price. Complainant told Respondent he would see them in court. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**88.2023035381 (ES)**  
**Date Complaint Opened: 07/20/2023**  
**First Licensed: 04/12/2016**  
**Expiration: 03/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2019 – Two complaints closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s). One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent on 2/13/23 and alleges they have not received their tag or registration as of 7/20/23. Respondent states they gave all of the necessary paperwork to Complainant so they could get the vehicle registered. Respondent further notes the vehicle has been repossessed twice and Complainant continues to be delinquent on their payments. Complainant does not refute this. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**89.2023036601 (ES)**  
**Date Complaint Opened: 07/29/2023**  
**First Licensed: 01/24/2005**  
**Expiration: 11/30/2024**

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

Complainant is a resident of South Carolina who purchased a new vehicle from Respondent with a service contract. Complainant decided to terminate the service contract after purchase and needs the correct amount of the loan updated to his account. Respondent states they immediately canceled the service contract after being notified by Complainant, which was three days after the purchase. Respondent notes Complainant wanted them to do a new contract but they are unable to do that since the lienholder has already funded the original contract, so they sent the lienholder a check for the amount of the service contract. The lienholder will have to change the loan balance. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**90.2023031381 (ES)**  
**Date Complaint Opened: 06/23/2023**  
**First Licensed: 04/19/2022**  
**Expiration: 03/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during an inspection on 6/23/23 for failing to comply with Rule 0960-1-.10 related to Business Hours requirements. The inspector had originally gone to the dealership on 5/8/23 at 1:15 pm to do the inspection and it was closed, with no hours of operation posted. The inspector went by again on 6/2/23 at 10:19 am and found it to be closed. The inspector called the business number and spoke to the owner who stated they were on vacation and would return the following week. The inspector called again on 6/5, 6/6, and 6/15 and left voicemails without getting a return call from Respondent. The inspector went to the dealership again on 6/16 at 12:15 pm and it was closed. The inspector sent an email to Respondent on 6/20/23 and has not heard back from them. Counsel notified the Director and the licensing division notified the Respondent that multiple attempts have been made by our inspector to complete the annual statutorily required inspection, but those attempts to date have been ignored. We left voicemails for Respondent to provide one last opportunity for them to comply with these requirements set forth by law, and to which they agreed to when applying for licensure, by contacting either our licensure division or the inspector directly to set up a time for inspection. We have not heard from the Respondent, therefore Counsel recommends cancelling and revoking the license.

**Recommendation: Authorize revocation of the license**

**Commission Decision: Concur.**

**91.2023036301 (ES)**  
**Date Complaint Opened: 07/26/2023**  
**First Licensed: 06/23/2015**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 3/27/23 and experienced a delay in getting the vehicle registered. Respondent provided a very detailed account of why there was a delay and their efforts in getting title from an auction. A duplicate title had to be obtained and Respondent kept the lienholder apprised of the situation, as well as staying in communication with Complainant. The vehicle has since been registered and only two temporary tags were issued. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**92.2023037011 (ES)**  
**Date Complaint Opened: 08/01/2023**  
**First Licensed: 10/25/2019**  
**Expiration: 10/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is a state employees' credit union whose member purchased a used vehicle from Respondent on 1/20/23. Complainant states the Respondent sent them the title paperwork to file the documents at the DMV in North Carolina, and it was sent back because the title work was not completed correctly. The DMV noted that Respondent still needs to sign the reassignment over to the purchaser. The paperwork seems to have been lost in the mail at some point. Complainant sent a dealer demand to Respondent who allegedly stated they are not held liable to assist Complainant in obtaining a duplicate title considering they have proof indicating the initial title work was provided to Complainant. Complainant states they will process the title work for the purchaser but needs Respondent's help in obtaining the applicable documents. Respondent has taken many steps to try to help Complainant but has been told by their local county clerk that Complainant or the North Carolina DMV needs to speak to the Tennessee DMV or Department of Revenue about the title. Respondent was told they cannot obtain the duplicate title. Respondent provided copies of the title showing it was assigned correctly before it was mailed but Complainant claims it is incorrect. This is an administrative issue between the parties and there is no evidence of any violations. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**93.2023040131 (ES)**  
**Date Complaint Opened: 08/16/2023**  
**First Licensed: 02/13/2015**  
**Expiration: 01/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and had it shipped to him in Georgia. Complainant is alleging false advertising, odometer fraud, sale of a vehicle with deleted EGR (exhaust gas recirculation system) without documentation, and other types of fraud by the Respondent. Complainant states the vehicle was advertised to have less than 36,000 miles and when it arrived, Complainant knew there was a mileage discrepancy. Complainant had a mechanic scan the vehicle for its real mileage which he alleges is 222,360. Respondent told him they bought it from auction with 35,200 miles and didn't know it was incorrect. Complainant states they cannot legally get a DOT inspection on the vehicle in any state. Complainant believes Respondent knew there was a mileage discrepancy when he sold it to him. Complainant did not take delivery of the vehicle and has not gotten a refund. An investigation was conducted. Complainant had notified the police and when the investigator spoke with the detective working this case, they had very little to add and never followed up with any evidence of a crime or any violations. The title documents obtained through a Vehicle History Request through the Department of Revenue show the vehicle had around 36,000 miles on it. Further, documents from Carfax and the prior sale by an auction in Virginia also showed around 36,000 miles. Respondent and Complainant's attorneys are working together to resolve this matter and refund the money, and there is an insurance claim pending. There is no evidence proving that Respondent did anything wrong and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**94.2023033131 (ES)**  
**Date Complaint Opened: 07/07/2023**  
**First Licensed: 08/15/2018**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2022 – One complaint closed with \$500 agreed citation for unlicensed salesperson activity. 2019 – One complaint closed with letter of warning for false or misleading practices.**

A Notice of Violation was issued to Respondent during inspection on 7/6/23 for failing to produce an active county and city business license. Respondent acknowledged this violation and stated they still had taxes to file. Counsel recommends issuing a \$250 civil penalty for each violation, for a total \$500 civil penalty.

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

**Commission Decision: Concur.**

**95.2023034521 (ES)**

**Date Complaint Opened: 07/15/2023**

**First Licensed: 12/20/2006**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent misrepresented terms of a contract and tricked them into surrendering their vehicle and purchasing a different one. Complainant alleges they believed they had traded in their vehicle. Further, Complainant alleges Respondent overcharged them for the used vehicle they bought. Respondent has failed to respond. An investigation was conducted. The Respondent cooperated with the investigation and explained this deal was done during a sales event. Respondent had hired an outside company with licensed salespersons to work during this sales event. Once Respondent was made aware of what transpired, they immediately cancelled the contract and returned Complainant's vehicle to her. Respondent agrees that what happened was not right because they would never advise a consumer to surrender their vehicle, knowing it would negatively impact their credit. The Complainant did not cooperate with this investigation despite multiple attempts to contact them. Counsel recommends issuing a Letter of Warning for failure to respond to this complaint.

**Recommendation: Letter of Warning for failure to respond**

**Commission Decision: Concur.**

**96.2023038061 (ES)**

**Date Complaint Opened: 08/05/2023**

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

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

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent. Complainant alleges Respondent did not properly service the vehicle before it was sold and failed to respond in a timely manner to communication attempts. Respondent denies these allegations, but in order to satisfy the Complainant who states they are dealing with cancer treatments, they took the vehicle back and issued a refund. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**97.2023038931 (ES)**  
**Date Complaint Opened: 08/10/2023**  
**First Licensed: 09/01/1991**  
**Expiration: 11/30/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant brought their vehicle to Respondent after it was in a serious accident and alleges Respondent does not have any accountability with their body shop. Respondent made repairs but Complainant alleges they did not fix everything correctly and complains that they had the vehicle for over 7 months. Respondent provided details of the repairs they made. Complainant later informed us that the insurance company has decided to declare the vehicle totaled, so this matter is resolved. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**98.2023037771 (TH)**  
**Date Complaint Opened: 08/04/2023**  
**First Licensed: 02/14/2022**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2022 – One complaint closed with \$5,000 civil penalty for unlicensed activity.**

Complainant states they purchased a vehicle from Respondent. Complainant states at that they were also sold a service contract by Respondent. Complainant states, however, when they called to have a repair done, they learned Respondent never purchased the service contract that Complainant paid for. Complainant states their paperwork shows Complainant paid Respondent for the service contract.

An investigation was conducted. Respondent explained to the investigator that they had a former employee at the time the vehicle was sold to the Complainant, who ended up stealing the down payment money from Respondent and never paid the service agreement to the warranty company. Respondent explained that employee was fired the day the owner found out about this situation.

The owner of the dealership ended up meeting with Complainant on October 5th, 2023, and paid Complainant back the money they originally gave Respondent for the service agreement warranty. Complainant also signed a document stating they were satisfied with their agreement and refund. Based on Respondent's corrective action after learning about the issues, Counsel recommends closing this complaint with a Letter of Warning for Respondent's Failure to Supervise Salespersons or Employees in violation of Tenn. Code

Ann. § 55-17-114(b)(1)(H). Counsel also recommends referring this matter to Law Enforcement for investigation into the employee involved.

**Recommendation: Letter of Warning for Respondent's Failure to Supervise Salespersons or Employees in violation of Tenn. Code Ann. § 55-17-114(b)(1)(H). Counsel also recommends referring this matter to Law Enforcement for investigation into the employee involved.**

**Commission Decision: Concur.**

**99.2023038131 (ES)**

**Date Complaint Opened: 08/07/2023, 08/24/2023**

**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 purchased a used vehicle from Respondent in May of 2021, which they allege has been inoperable since August 2022. Complainant alleges Respondent has refused to address the issues and has lied to them. Respondent denies the allegations and notes Complainant purchased a 13-year old vehicle with 152,000 miles over two years ago. Respondent states they transparently sold this vehicle as-is, without warranty at an inexpensive price around \$9,000. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**100. 2023040451 (ES)**

**Date Complaint Opened: 08/18/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is using their own residential driveway and the surrounding street area to keep their vehicles which have dealer plates or temporary tags. Complainant alleges they sometimes block a fire hydrant. Respondent is the owner of a licensed dealership. An inspector went to the residential location and saw numerous vehicles parked in the driveway and two on the street. The inspector noted that none of these vehicles were for sale. There is no evidence of any violations under the jurisdiction of the Motor Vehicle Commission and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**101. 2023040111 (TH)**  
**Date Complaint Opened: 08/16/2023**  
**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. 2023 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

Complainant states after purchasing a vehicle from Respondent they have difficulty obtaining the title.

Respondent states their General Manager at the dealership has been working with Complainant regarding an issue with the title on this vehicle. Respondent explains after investigating the title issue and speaking with the State, it was discovered that there was a “ghost lien” on this vehicle. Respondent states their General Manager worked diligently to assist Complainant and procure a correct title. Respondent explains however, unfortunately, after multiple correction affidavits, the tag office still rejected the documents for the vehicle. Respondent states, nevertheless, Complainant has been moved into another vehicle of their choosing, and is no longer liable for any debt associated with the first vehicle. Respondent explains, moreover, that they made sure the tradeline has been deleted from Complainant’s credit report so Complainant’s credit history will not be negatively impacted.

Respondent states the vehicle in question will remain unlisted until all title issues are resolved. Respondent explains there is a “legal hold” on the vehicle with instructions that it may not be resold without a correct, valid title free from any liens. Respondent states, it is their understanding all issues are now resolved with Complainant. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.

**Recommendation: Authorize issuing a Letter of Instruction reminding Respondent of their duty to timely provide customers with their registration information.**

**Commission Decision: Concur.**

**102. 2023036921 (ES)**  
**Date Complaint Opened: 08/01/2023**  
**First Licensed: 06/02/2022**  
**Expiration: 03/31/2024**



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

Complainant is a resident of Pennsylvania and alleges they took their vehicle to a mechanic in Florida when it was having mechanical issues. Suggested repairs were completed and the vehicle experienced the same error codes when traveling to Tennessee. Complainant brought the vehicle to Respondent who recommended the same repairs that had already been completed. Complainant then took the vehicle to another mechanic in Pennsylvania, and they recommended replacing the transmission. Respondent states they advised Complainant of their diagnosis and were told to top off the fluids and change the transmission filters. Complainant took the vehicle without completing any more repairs. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**103. 2023039171 (ES)**  
**Date Complaint Opened: 08/10/2023**  
**First Licensed: 10/22/2008**  
**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from a seller off of Facebook Marketplace. Complainant had issues getting the vehicle registered and found that it had been purchased from Respondent auction at some point before they bought it. Complainant noted mile discrepancies between the odometer reading and the title. There is no evidence this discrepancy has anything to do with Respondent's actions. Respondent was able to assist Complainant with correcting the mileage issue and the vehicle is now registered. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**104. 2023039191 (ES)**  
**Date Complaint Opened: 08/11/2023**  
**First Licensed: 06/29/2005**  
**Expiration: 05/31/2023 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and received the title. Complainant then misplaced the title and found out there was still a lien when trying to get a duplicate

title. Respondent is now closed. The surety bond information has been provided to Complainant and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**105. 2023043241 (ES)**  
**Date Complaint Opened: 09/06/2023**  
**First Licensed: 09/01/1991**  
**Expiration: 02/29/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant went to Respondent's dealership to lease a new vehicle. Complainant states they selected a vehicle, came to terms regarding the purchase price with rebates, trade-in value of their car, and leasing terms with the sales representative. Complainant left a \$1,000 check with Respondent so they would hold the vehicle over Labor Day weekend.

Complainant alleges they were notified the lease terms had significantly changed when they returned to pick up the vehicle due to an error made by the sales representative.

Complainant provided a Buyer's Order with handwritten details of the list price with rebates, which totaled \$58,040. Respondent first notes that they have been in business for over 30 years without any issues. Respondent states the Buyer's Orders must be endorsed as accepted by management which was not done in this case. The sales representative should not have accepted the \$1,000 check without management approval and without a credit application. The check was returned to Complainant because Respondent does not hold vehicles when the Complainant leaves town without the proper credit application.

Respondent states Complainant was trying to renegotiate the deal to get more of a discount and more for the trade-in after being notified the wrong lease residuals had been used.

Respondent did offer to honor the original quote at a loss to the dealership if a credit application was provided and approved by the finance company. Complainant then wanted a purchase price quote. Complainant was upset there was a very tight deadline that would have to be met for the original quote to be honored. Counsel recognizes mistakes can happen and considering the lack of complaint history for this dealership over 30 years, Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**106. 2023043921 (ES)**  
**Date Complaint Opened: 09/08/2023**  
**First Licensed: 11/14/2008**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent with GAP insurance and requested that it be canceled. Complainant states Respondent has yet to refund the cost of the insurance to the lienholder. Respondent provided proof that the money was refunded. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**107. 2023042821 (TH)**  
**Date Complaint Opened: 09/01/2023**  
**First Licensed: 08/11/1998**  
**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant filed their complaint after the registration was rejected due to an issue with how the paperwork was filled out. Respondent apologizes for their error, and explain they unwound the deal for Complainant due to mistake. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**108. 2023043441 (TH)**  
**Date Complaint Opened: 09/07/2023**  
**First Licensed: 02/24/2011**  
**Expiration: 02/28/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states right after purchasing their vehicle from Respondent, they noticed chips in the windshield. Complainant states they filed their complaint due to Respondent not informing them of the chips in the windshield prior to purchase. Complainant explains, however, that Respondent agreed to fix the windshield and their issues have been resolved. Respondent confirmed all issues have been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**109. 2023044961 (TH)**  
**Date Complaint Opened: 09/14/2023**  
**First Licensed: 05/17/2016**  
**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$500 agreed citation for unlicensed salesperson. 2021 – One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.**

Complainant initially filed their complaint citing issues with how paperwork they filled out for warranty cancellation was handled by Respondent. However, Complainant has since followed up requesting to withdraw their complaint explaining all of their issues have been resolved. Respondent answered the complaint stating Complainant has been refunded for their warranty cancellation. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**110. 2023039241 (TH)**

**Date Complaint Opened: 08/11/2023**

**First Licensed: 05/03/2004**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they were never informed by Respondent that they had to pay for their tag and registration. Respondent explains they did not charge Respondent for registration of the vehicle within their purchase. Respondent provided the bill of sale showing they did not charge Complainant for their tag and registration. However, Complainant asserts they were never told they would be responsible for paying for their tags and registration. As such, Counsel recommends closing this complaint with a Letter of Instruction pertaining to Respondent's failure to disclose the registration payment information to Complainant.

**Recommendation: Authorize issuing a Letter of Instruction pertaining to Respondent's failure to disclose and obtain the registration payment information to Complainant.**

**Commission Decision: Concur.**

**111. 2023042841 (ES)**

**Date Complaint Opened: 09/01/2023**

**First Licensed: 06/22/2004**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant went to Respondent's dealership to look at a new vehicle that was advertised on their website for MSRP of \$33,790. When they arrived and sat down to discuss

purchasing it, the price was \$37,453 plus a \$699 doc fee, and tax, tag and title. The website disclaimer states that “new vehicle pricing includes all offers and incentives. Tax, title and tags not included.” There is no mention of the \$699 doc fee on the website. Respondent states the difference in price was for added accessories. Counsel recommends issuing a \$500 civil penalty for failing to include the doc fee in the disclaimer and failing to state that add-ons will be added to the advertised “MSRP” price on the website.

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

**Commission Decision: Concur.**

**112. 2023044221 (ES)**  
**Date Complaint Opened: 09/11/2023**  
**First Licensed: 05/01/2007**  
**Expiration: 03/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent and takes issue with the sales tax charged. Complainant states they were charged sales tax for the county where the dealership is located, not the county where they reside. Respondent states they processed all of the paperwork through their county who will process it on behalf of the county where Complainant resides. Complainant transferred their license plate to the car they purchased. In the event there was an overcharge in taxes, Respondent refunds consumers upon receiving the refund from the county or if the amount exceeds what they remit to the county. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**113. 2023010731 (ES)**  
**Date Complaint Opened: 03/07/2023**  
**First Licensed: 11/20/2020**  
**Expiration: 11/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges they have purchased two vehicles from Respondent and paid in full with cash. Complainant claims both titles became damaged and they needed replacement copies so they could get a new title/tag. Complainant alleges Respondent indicated there was a charge to assist with getting the duplicates. Respondent confirmed they told Complainant they would have to hire an outside source to assist and because Complainant had used whiteout on the titles at issue, it was no fault of Respondent’s. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**114. 2023042961 (ES)**  
**Date Complaint Opened: 09/05/2023**  
**First Licensed: 04/24/2009**  
**Expiration: 08/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges it has mechanical issues. However, Complainant then withdrew their complaint. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**115. 2023033811 (TH)**  
**Date Complaint Opened: 07/11/2023**  
**First Licensed: 02/28/2017**  
**Expiration: 03/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they are unable to obtain the title for the vehicle they purchased. Complainant states they believe the vehicle belonged to Respondent but that they purchased it from an unlicensed entity. Complainant states the vehicle was described to them as being an abandoned vehicle with a mechanics lien. Complainant alleges the title clerk for Respondent has expressed they are responsible for the title work on the vehicle. Complainant states they have repeatedly asked both the seller and Respondent to address the title issue and that the requests have been met with empty responses.

Respondent failed to answer the complaint.

An investigation was conducted. Complainant explained they received their title shortly after filing their complaint, and no longer want to pursue their complaint. Respondent informed the investigator they did not sell the vehicle to Complainant. Rather, Respondent explains, their sister towing company sold the vehicle to Complainant. Respondent states the sister company originally bought the vehicle to use for their business, but later decided to sell it. The investigator confirmed this through a VIR search. As such, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to answer the Commission.

**Recommendation: Letter of Warning reminding Respondent of their duty to answer the Commission.**

**Commission Decision: Concur.**

**RE-PRESENTATIONS**

**116. 2022039361 (TH)**  
**Date Complaint Opened: 09/17/2022**  
**First Licensed: 08/19/2005**  
**Expiration: 07/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is alleging Respondent fraudulently repossessed the vehicle they purchased from Respondent. Respondent states they repossessed the vehicle from Complainant after Complainant failed to timely make payments. Respondent states they properly followed the repossession process. Complainant informed the Department the matter is currently in litigation. As such, Counsel recommends placing the matter in litigation monitoring until Counsel receives an update from the parties on the matter.

**Recommendation:** Authorizing placing the matter in Litigation Monitoring.

**Commission Decision:** Concur.

**New Information:** Counsel spoke with one of the parties, and neither party has moved forward with litigation. As such, Counsel recommends closing this matter.

**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>Jim Galvin</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>Stan Norton</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>

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

**MOTION CARRIED**

**LEGISLATIVE UPDATE – General Counsel, Neil Stauffer**

Nothing to Report

**RULES COMMITTEE**

Nothing to Report

**AUDIT COMMITTEE**

Nothing to Report

**NEW BUSINESS**

Nothing to Report

**OLD BUSINESS**

Commissioner Norton made brief comments regarding e-Titling.

**Adjourn**

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

**MOTION PASSED**

MEETING ADJOURNED