

# MINUTES

April 23, 2025



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

**TENNESSEE  
MOTOR VEHICLE COMMISSION MINUTES**

**DATE:** April 23, 2025

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

**PRESENT:** Commission Members:

Nelson Andrews  
Tim Copenhaver  
Sandra Elam  
Victor Evans  
Jim Galvin  
Karl Kramer  
Ian Leavy  
Stan Norton  
Hubert Owens  
John Rydell  
Farrar Vaughan  
John Roberts

**ABSENT:**

Debbie Melton  
Dwight Morgan  
Charles West

**CALL TO ORDER:** Chairman John Roberts called the meeting to order at 10:02 am

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.

**PUBLIC COMMENTS:** Chairman Roberts advised all present that public comments would be welcomed at the end of the meeting.

**AGENDA:** Chairman Roberts requested the Commission review the agenda. Commissioner Melton made a motion to adopt the Agenda, Seconded by Commissioner Norton. Chairman Roberts called for a voice vote.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Rydell</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**QUARTERLY MEETING MINUTES:** Chairman Roberts requested the Commission review the minutes from the previous meetings held on January 28, 2025 and March 17, 2025. Commissioner Vaughan made a motion to approve the minutes, seconded by Commissioner Galvin. Chairman Roberts called for a roll call vote.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Rydell</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

## **SALESPERSON/DEALER APPLICATIONS APPEALS**

### **DWD MOTORS, JAYME THARP, POWELL, TN**

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

### **ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Rydell</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – DENIAL UPHELD**



**Executive Director's Report**  
April 23, 2025

Since the last Commission meeting on January 28, 2025 the following activity has occurred:

	<u><b>New Meeting</b></u>	<u><b>Last Meeting</b></u>
<b><u>Dealers Opened, or Relocated (Last Quarter)</u></b> .....	<b>53</b>	<b>84</b>
<b><u>Applications in Process</u></b> .....	<b>22</b>	<b>18</b>
 <b><u>Active Licensees as of April 11, 2025</u></b>		
Dealers .....	3313	3330
Auctions.....	30	31
Distributors/Manufacturers.....	164	167
Salespeople .....	18,357	18,829
Representatives.....	487	496
Dismantlers.....	197	198
RV Dealers .....	41	41
RV Manufacturers.....	89	90
Motor Vehicle Show Permits.....	2	1

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

Number of Complaints Opened.....114  
Number of Complaints Closed.....30

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

Vehicles Reported Sold in 2024.....  
New Vehicles Reported Sold 2024.....  
Used Vehicles Reported Sold 2024.....  
Late Annual Sales Report Collected .....

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

**ONGOING**

### **Average Performance Metrics – January 2025 - Present**

Average Number of Days to License... 3.7 days to license  
1.7 days with clock-stoppers

### **MVC Zendesk Customer Satisfaction Rating January 2025 – Present**

Total Ticket Count.....2,160  
Full Resolution in Business Hours.....1.58 hours  
Quarterly Satisfaction Rating.....100%

### **Disciplinary Action Report January 2025 through March 2025**

Total to be  
collected.....\$63,000

### **Financials and Budget Closing – Fiscal Year 24-**

#### **25**

- Budget Closing and NPS

### **Online Adoption Across All Professions**

- 96% online adoption for New “1010” Applications across all Professions available as of April 15, 2025.

### **Administrative News**

- We are anxiously awaiting the return of our fee increase rules from the Governor’s office. Once received they will be reviewed by the AGs office and ultimately filed with the Secretary of State’s office. My understanding is once filed with the SOS they remain for 90 days before becoming effective. Approximately 30 days prior to their effective date, we will go before Government Operations for final review. Unfortunately, I believe this puts us somewhere in the neighborhood of August or September for implementation. I will keep everyone posted.

## **Outreach**

- We have provided materials for new dealer training for the TNIADA over the recent months and will continue to do so as requested.
- Bulletins have been posted to our website updating dealers on utilization of the Recall Database, utilization of salesmen at Auctions who also maintain dealerships and have developed a public list of active dealers statewide accessible from our landing page.
- Jason and I will be attending the County Clerk's Annual Conference in Gatlinburg on May 12<sup>th</sup> and 13<sup>th</sup>.

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

## **ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>John Rydell</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**





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

**MEMORANDUM**

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

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**TO: Tennessee Motor Vehicle Commission**

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

**DATE: April 22, 2025**

**SUBJECT: MVC Legal Report**

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1. **2024051271 (TH)**  
**Date Complaint Opened: 09/13/2024**  
**First Licensed: 08/31/2023**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A customer of Respondent filed this complaint through an attorney. The complaint alleges Respondent has failed to deliver the title for the vehicle the customer purchased and that there has been an extreme delay.

Respondent states the title to the vehicle in question was lost in the mail, including the lien release, and it has been reapplied for.

Counsel reached out to the parties for an update but has not received a response. Accordingly, Counsel recommends assessing a One Thousand Dollar (\$1,000.00) civil penalty for failure

to deliver title. Additionally, Counsel recommends referring this matter to the Department of Revenue to aid the customer in obtaining their title.

**Recommendation: Authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for failure to deliver title and referring the matter to the Department of Revenue.**

**Commission Decision: Concur.**

**2. 2024068141 (TH)**

**Date Complaint Opened: 12/11/2024**

**First Licensed: 04/16/2013**

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges the vehicle they purchased from Respondent was stolen.

Respondent states on November 25, 2024, Complainant called and explained, per the police department, the vehicle had been reported as stolen and subsequently impounded. Respondent explains after the investigation by the police department, it was determined the vehicle was erroneously reported as stolen by the previous owner. Respondent states, as a goodwill gesture, they provided Complainant with a rental and initiated an internal investigation. Respondent states on November 26, 2024, it was confirmed the police department had informed Complainant the vehicle was available to be reclaimed. Respondent states, however, Complainant expressed they no longer wanted the vehicle, and as such Respondent elected to rescind the contract and offered a refund of the down payment. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**3. 2024065221 (TH)**

**Date Complaint Opened: 12/07/2024**

**First Licensed: 06/01/2020**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to deliver their title. Respondent explains there was a delay in obtaining the correct title from the auction. However, Respondent states the vehicle has since been returned, and the title issue has been resolved. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation.

**Recommendation: Letter of Instruction reminding Respondent to timely issue registration documentation.**

**Commission Decision: Concur.**

**4. 2024063581 (TH)**

**Date Complaint Opened: 11/27/2024**

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

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2024 – One complaint closed with \$500 civil penalty for failure to respond to the Commission’s request for a response to a complaint in a timely manner.**

Complainant is alleging Respondent stole funds from Complainant during the sale of a vehicle. However, no evidence was provided to substantiate this claim, and Respondent has advised the vehicle’s title has been transferred to Complainant. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2024063351 (TH)**

**Date Complaint Opened: 11/26/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This dealership was previously licensed. However, the dealer has surrendered their license. The alleged sale in this complaint took place prior to Respondent surrendering their license. As such, Counsel recommends closing and flagging this complaint. Additionally, Counsel recommends referring the matter to the Department of Revenue to aid Complainant in obtaining their title.

**Recommendation: Close and flag. Additionally refer the matter to the Department of Revenue to aid Complainant in obtaining their title.**

**Commission Decision: Concur.**

**6. 2024067011 (TH)**

**Date Complaint Opened: 12/05/2024**

**First Licensed: 06/14/2023**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges the dealer she purchased her vehicle from failed to remedy a recall and honor Complainant’s extended warranty.

Respondent explains the vehicle was purchased in 2019 from an unrelated dealership, which used to operate at Respondent's location. Respondent states based on the information they have, there was a recall, and the previous dealership replaced the required part under the vehicle's warranty. Respondent states the vehicle was last brought into the previous dealership in 2020, which was prior to Respondent opening at that location. Respondent explains after receiving complaints they did offer to purchase the vehicle from Complainant in an effort to assist, but Complainant declined their offer.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

7. **2024064391 (TH)**

**2024067001**

**Date Complaint Opened: 12/03/2024, 12/18/2024**

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

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$1,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s).**

**2024064391:**

Complainant alleges issues with their paperwork pertaining to their purchase with Respondent. However, Respondent advises Complainant has come in, the paperwork has been updated and signed, and the issues have been resolved. Respondent states the issue was with the co-signer not being completed and the required documentation being completed. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2024067001:**

Complainant states they filed their complaint seeking a refund from Respondent for cancelled "add-ons." Respondent explains they have addressed Complainant's concerns and cancelled the products requested and forwarded the refunds to the lien holder. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**8. 2024064301 (TH)**

**Date Complaint Opened: 12/03/2024**

**First Licensed: 09/27/2023**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges delay in obtaining their title and registration from Respondent. However, Respondent has informed Counsel they have since received a duplicate title and turned it into the County Clerk's Office to be processed. As such, Counsel recommends closing with a **Letter of Instruction reminding Respondent to timely issue registration documentation to customers..**

**Recommendation: Letter of Instruction reminding Respondent to timely issue registration documentation to customers.**

**Commission Decision: Concur.**

**9. 2024060441 (TH)**

**Date Complaint Opened: 11/12/2024**

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

**Expiration: 05/31/2026**

**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.**

Based on the information provided by Complainant, this matter appears to be of civil nature. Accordingly, the matter is outside of the Commissions jurisdiction and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**10. 2024063361 (TH)**

**Date Complaint Opened: 11/27/2024**

**First Licensed: 06/05/2024**

**Expiration: 05/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a 2018 GMC from Respondent in August 2024 and have not received their registration documentation. Complainant states they received their title the first week of January 2025. Complainant explains Respondent provided them an extension on their first temporary tag, and then an additional temporary tag during the delay.

Respondent failed to answer the complaint. A request for response was sent via certified mail and signed for by Respondent on January 6, 2025. Respondent informed an investigator the reason for delay was due to delay by the County. Respondent further explained they failed to timely answer the complaint due to the certified letter being delivered to their office and not their dealership location.

Counsel recommends assessing a One Thousand Dollar (\$1,000.00) civil penalty for Respondent's failure to respond to the complaint.

**Recommendation: Authorize assessing a One Thousand Dollar civil penalty for Respondent's failure to respond to the complaint.**

**Commission Decision: Concur.**

**11. 2024062581 (TH)**

**Date Complaint Opened: 11/22/2024**

**First Licensed: 02/13/2015**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a faulty vehicle. Complainant states at the time of purchase they were told the vehicle had no issues. However, Complainant explains the vehicle began to have issues shortly after purchase.

Respondent states the 2005 vehicle was initially purchased by them from an auction and then sold to Complainant in on December 22, 2023. Respondent explains no employee or individual associated with the dealership had any knowledge of issues with the vehicle until Complainant filed their complaint. Respondent alleges Complainant did not complain about the vehicle until nearly a year after purchase. Respondent explains Complainant purchased the vehicle "As-Is," and provided the Complainant signed documentation. Respondent asserts there was no intentional misleading by Respondent during the sale of the vehicle.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**12. 2024059071 (TH)**

**2024061071**

**2024063451**

**Date Complaint Opened: 11/01/2024, 11/14/2024, 11/14/2024**

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

**Expiration: 05/31/2026**

**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.**

**2024059071:**

Complainant states they purchased a 2008 vehicle with a lifetime warranty. Complainant alleges, however, Respondent expressed the warranty was voided since the vehicle had not been brought in every five (5) years or fifty thousand (50,000) miles for inspection. Complainant alleges they were never made aware of that requirement.

Respondent states Complainant purchased the vehicle in 2008 from another dealer who previously operated at their location. Respondent explains they opened in 2019 and have no knowledge of the warranty provided by the previous owners. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2024061071:**

Complainant states after purchasing a vehicle from Respondent they have not received their registration documentation.

Respondent explains they had to obtain a duplicate title from California. Respondent states the documentation has been received by Respondent, and they are in the process of providing the documents to Complainant.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation to customers.

**Recommendation: Letter of Instruction reminding Respondent to timely issue registration documentation to customers.**

**Commission Decision: Concur.**

**2024063451:**

Complainant alleges delay in obtaining their title from Respondent.

Respondent states there was a delay in obtaining a replacement title from out of state for the vehicle. Respondent explains, however, the replacement title has been received, and the customer has the title and their license plate for the vehicle. Respondent states they have been in direct contact with Complainant.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation to customers.

**Recommendation:** Letter of Instruction reminding Respondent to timely issue registration documentation to customers.

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

**13. 2024062211 (TH)**

**Date Complaint Opened:** 11/05/2024

**First Licensed:** 04/07/2020

**Expiration:** 04/30/2026

**License Type:** Motor Vehicle Dealer

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

This complaint involves personal issues between an employee of the dealership and the owner. Based on the information provided the subject of the complaint appears to be matter outside the jurisdiction of the Commission. As such, Counsel recommends closure.

**Recommendation:** Close.

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

**14. 2024060181 (TH)**

**Date Complaint Opened:** 11/07/2024

**First Licensed:** 09/05/1997

**Expiration:** 09/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant alleges Respondent miscalculated the taxes owed to Vermont for state tax. Respondent explains they sent Vermont the requested amount for state tax, and if any amount is returned it will be refunded to Complainant. Respondent states at the time of their response, no refund has been received from Vermont.

This issue appears to be contractual in nature and outside the jurisdiction of the Commission. As such, Counsel recommends closure.

**Recommendation:** Close.

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

**15. 2024062621 (TH)**

**Date Complaint Opened:** 11/12/2024

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

**Expiration:** N/A

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

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



This complaint was filed anonymously alleging Respondent is buying cars and selling them off as scrap metal pieces illegally. Additionally, the complaint contends that Respondent will sell the vehicles “if they run.” However, evidence establishing these allegations was not received. Accordingly, Counsel recommends closing this complaint with a Letter of Instruction pertaining to unlicensed activity.

**Recommendation:** Letter of Instruction pertaining to unlicensed activity.

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

**16. 2024064761 (TH)**

**Date Complaint Opened: 11/20/2024**

**First Licensed: 06/04/2020**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a faulty vehicle and then agreed to switch them into a secondary vehicle. Complainant states, however, Respondent later refused to honor the agreement with the second vehicle.

Respondent states Complainant was initially sold a used vehicle with high mileage “As-Is,” without any warranty. Respondent advises the vehicle was sold with 222,068, miles with a corresponding price. Respondent explains when Complainant returned asserting issues with the vehicle, they attempted to get Complainant traded into another vehicle as a good will gesture. Respondent states, however, Complainant was unable to obtain finance for the second vehicle and Respondent was unable to complete the trade-in.

Counsel recommends closure as there does not appear to be evidence of a violation of the Commission’s regulations.

**Recommendation:** Close.

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

**17. 2024065191 (TH)**

**Date Complaint Opened: 12/06/2024**

**First Licensed: 09/19/2005**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges multiple issues with their 2018 GMC they purchased from Respondent on August 1, 2021. Complainant states there has been “numerous issues” with little to no resolution and assert that they want to hold Respondent “accountable for their poor customer service and lack of empathy.”

Respondent states Complainant contacted them about concerns with the vehicle and expressed dissatisfaction with their experience. Respondent explains, however, because the vehicle was outside of the Limited Warranty period, and because the repairs performed were completed by another company.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**18. 2024066251 (TH)**

**Date Complaint Opened: 12/02/2024**

**First Licensed: 11/04/2019**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they were fraudulently sold a faulty vehicle by Respondent.

Respondent states the vehicle was originally purchased by them from auction, and based on the information they received (the title and Carfax) the vehicle had not been salvaged or rebuilt to their knowledge. Respondent further asserts the vehicle was checked by Navy Federal Credit Union prior to Complainant's loan being approved. Respondent states they did not sell the vehicle under false pretenses and were not aware of any issues at the time of sale. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**19. 2024066061 (TH)**

**Date Complaint Opened: 12/12/2024**

**First Licensed: 03/02/2023**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Based on the information received with this complaint, Respondent sold seventy-four (74) vehicles without having a licensed salesperson employed. Accordingly, Counsel recommends assessing a Five Thousand Dollar (\$5,000.00) civil penalty for unlicensed activity.

However, currently, Respondent's license is in expired grace until April 30, 2025. As such, Counsel is recommending that if Respondent does not renew their license by May 1, 2025, the Commission approve the alternative to close and flag the matter. Nevertheless, should Respondent renew prior to their expiration date Counsel will proceed with the Five Thousand Dollar (\$5,000.00) civil penalty.

**Recommendation:** Authorize assessing a Five Thousand Dollar (\$5,000.00) civil penalty for unlicensed activity. Additionally, Counsel also recommends the Commission approve Counsel to close and flag this complaint if Respondent does not renew their license by May 1, 2025.

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

**20. 2024066401 (TH)**

**Date Complaint Opened:** 12/14/2024

**First Licensed:** 06/11/2010

**Expiration:** 05/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant alleges Respondent changed the price of the vehicle purchase. Complainant alleges the price was changed from approximately fourteen thousand seven hundred and fifty dollars (\$14,750.00) to over twenty thousand dollars (\$20,000.00) over two (2) years after the purchase documents were signed.

Respondent denies the allegations the price was changed after purchase. Respondent states the purchase price was approximately fourteen thousand seven hundred and fifty dollars (\$14,750.00), and the only additional costs at the time of purchase was tax, title, fees, and the purchased warranty price. Respondent provided the purchase order for the vehicle.

Counsel recommends closure as there was no evidence provided of a violation on behalf of Respondent.

**Recommendation:** Close.

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

**21. 2024067701 (TH)**

**Date Complaint Opened:** 12/20/2024

**First Licensed:** 11/18/2009

**Expiration:** 11/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant states when purchasing their vehicle from Respondent, it was expressed that the vehicle was in “perfect condition.” Complainant alleges, however, shortly after purchase the vehicle required expensive repairs. Complainant alleges they were misled about the status of the vehicle at the time of purchase.

Respondent states the vehicle was sold “As-Is,” and the extended warranty offered was declined by Complainant. Respondent states at the time of sale, it was explained the vehicle was used and there may be “imperfections.” Respondent explains the vehicle was sold with

98,245, miles and had 101,311, miles when Complainant returned with concerns. Respondent states they purchased the vehicle from an auto auction and provided the condition report showing information Respondent had for the overall condition of the vehicle at the time Respondent purchased the vehicle and sold it to Complainant.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**22. 2024064841 (TH)**

**Date Complaint Opened: 12/05/2024**

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

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for expired county/city business license. 2023 – One complaint closed with letter of instruction for additional business at location.**

This complaint involves a dispute pertaining to the release of Complainant's vehicle after repair by a third-party mechanic who leases a portion of Respondent's building. Accordingly, the main issue of the complaint is outside the jurisdiction of the Commission. However, in the response, Respondent admits to allowing the third-party mechanic to use a dealer's plate multiple times for the "limited purpose of test driving vehicles that it has repaired for [Respondent]." Accordingly, Counsel recommends assessing a Five Thousand Dollar (\$5,000.00) civil penalty for misuse of a dealer's tag.

**Recommendation: Authorize assessing a Five Thousand Dollar (\$5,000.00) civil penalty for misuse of a dealer's tag.**

**Commission Decision: Authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for misuse of a dealer's tag.**

**23. 2025001981 (TH)**

**Date Complaint Opened: 01/08/2025**

**First Licensed: 02/02/2023**

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

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

During an annual inspection of Respondent on December 30, 2024, an inspector observed displayed expired county (expired May 15, 2024) and city (expired May 18, 2023) business licenses. Respondent was unable to produce up to date licenses for the inspector in violation of Tenn. Comp. R. & Regs. 0960-1-.25. Likewise, Respondent was unable to provide proof of effective liability insurance (expired January 3, 2024) in violation of Tenn. Comp. R. & Regs. 0960-1-.15. Further, while inspecting business records the inspector observed eleven

(11) open titles in Respondent's possession in violation of Tenn. Code Ann. § 55-17-114 (b)(1)(M).

Counsel recommends authorizing assessing a Two Thousand Five Hundred Dollar (\$2,500.00) civil penalty. This penalty is based on Five Hundred Dollars (\$500.00) for Respondent's failure to have a valid county license, Five Hundred Dollars (\$500.00) for Respondent's failure to have a valid city license, Five Hundred Dollars (\$500.00) for Respondent's failure to have valid liability insurance, and One Thousand Dollars (\$1,000.00) for the open titles in Respondent's possession.

**Recommendation:** Authorize assessing a Two Thousand Five Hundred Dollar (\$2,500.00) civil penalty.

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

**24. 2024066801 (TH)**

**Date Complaint Opened:** 12/17/2024

**First Licensed:** 01/08/2018

**Expiration:** 11/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant states there has been a delay in obtaining their title from Respondent.

Respondent agrees Complainant purchased the vehicle on September 13, 2024, and was provided a temporary tag. On November 14, 2024, Respondent states Complainant received an extension for their temporary tag, and on December 30, 2024, the registration process was completed. Respondent states they called Complainant on January 2, 2025, to inform Complainant the vehicle's tag was available for pick-up or to be overnighted. Respondent states the delay in processing the title was an accidental error on their part and explains initially the title was misplaced by an employee. However, during the process of applying for a duplicate title the original title was found. Respondent apologizes for any inconvenience. Documentation establishing the vehicle was registered was included in the response.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to issue registration documentation to customers timely.

**Recommendation:** Letter of Instruction reminding Respondent to issue registration documentation to customers timely.

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

**25. 2025003031 (TH)**

**Date Complaint Opened:** 01/14/2025

**First Licensed:** 06/22/2020

**Expiration:** 05/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant alleges Respondent sold them a vehicle without disclosing the vehicle was rebuilt. Complainant further alleges, after purchase they found excessive damage to the vehicle.

Respondent advises Complainant signed the required rebuilt disclosure, and that the advertisement for the vehicle mentioned it was rebuilt. Respondent provided the signed paperwork. Further, Respondent states the vehicle was inspected and approved for sale prior to Complainant's purchase by the State of Tennessee. Accordingly, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**26. 2024065411 (TH)**

**Date Complaint Opened: 12/10/2024**

**First Licensed: 07/01/1991**

**Expiration: 06/30/2025**

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

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

Complainant alleges Respondent is operating in fraudulent manner. Specifically, Complainant is alleging Respondent is failing to honor their warranty.

An investigator confirmed on December 4, 2024, Complainant requested a diagnostic check on her 2017, Nissan Sentra. The complainant was under the impression the diagnostic fee was covered under the extended warranty. However, according to the investigation the extended warranty was valid for a total of eighty-four (84) months or eighty-four thousand (84,000) miles, whichever occurred first and at the time of the diagnostic check the complainant's vehicle had exceeded the extended warranty by nearly nine (9) months.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**27. 2025000751 (TH)**

**Date Complaint Opened: 01/06/2025**

**First Licensed: 11/25/2014**

**Expiration: 11/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a vehicle with a “critical flaw.” However, Respondent has informed Counsel the parties have come to a resolution. Respondent advises that while the vehicle was sold “As-Is,” they nevertheless unwound the deal and refunded Complainant to ensure Complainant was satisfied. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**28. 2024065161 (TH)**

**Date Complaint Opened: 12/06/2024**

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

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s). 2021 – One complaint closed with \$500 agreed citation for expired city/county business license.**

Complainant is another dealer. Complainant alleges Respondent illegally provided a temporary tag to a customer of Complainants. Complainant explains this customer had already stolen a drive out tag from another customer.

Respondent states their new secretary/title clerk mistakenly billed-out the customer as a customer and issued a drive-out. Respondent explains the secretary/title clerk was under the belief the customer was working under the advisement of a salesperson and has since received updated training. Respondent is alleging they were deceived by the customer.

Counsel recommends assessing a One Thousand Dollar (\$1,000.00) civil penalty for improperly issuing a temporary tag.

**Recommendation: Authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for improperly issuing a temporary tag.**

**Commission Decision: Concur.**

**29. 2025003061 (TH)**

**Date Complaint Opened: 01/21/2025**

**First Licensed: 01/03/2006**

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a faulty vehicle. Complainant alleges while testing driving the vehicle at the time of sale had an odor and wires showing near the battery. Nevertheless, Complainant states they purchased the vehicle under the belief Respondent was going to repair the issues with the vehicle.

Respondent states Complainant test drove the vehicle and had time to examine the vehicle prior to purchasing it. Respondent explains the vehicle was sold “As-Is” with no warranty.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**30. 2025003751 (TH)**

**Date Complaint Opened: 01/17/2025**

**First Licensed: 09/26/2023**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent fraudulently represented the status of one of the airbags in the vehicle. Respondent explains in response to the matter they have unwound Complainant’s contract in connection with the purchase of the vehicle. Respondent states as a result, Complainant will not owe any payments on the vehicle, and the transaction has been fully rescinded. Respondent states they apologize for any miscommunication and want to demonstrate their commitment to customer satisfaction. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**31. 2024068661 (TH)**

**Date Complaint Opened: 12/30/2024**

**First Licensed: 03/27/1996**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges when they went to get a duplicate title for their vehicle, they learned Respondent still had a lien on the vehicle. Complainant states they believe Respondent has since closed.

During a relocation inspection at Respondent’s new location, it was confirmed Complainant’s issues have been resolved. Respondent called Complainant on the phone while the investigator was there, and verified the vehicle had been paid off and Complainant has received their title. As such, Counsel recommends closing this complaint with a Letter of Instruction.

**Recommendation: Letter of Instruction.**

**Commission Decision: Concur.**



**32. 2025000121 (TH)**

**Date Complaint Opened: 01/02/2025**

**First Licensed: 01/09/2012**

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges unauthorized actions on the vehicle they purchased from Respondent and have fully paid off. Complainant states they are a protected class and are disabled. Complainant explains they purchased a vehicle from Respondent under a "buy here, pay here" agreement and fulfilled the financial obligations on April 11, 2022, by paying off the remaining balance in cash. At that time, Complainant states they requested the "tracker/disabler device" installed in the vehicle, as per their agreement, be removed. Complainant alleges the manager, however, refused to allow Complainant to observe the removal process, and alleges as of December 20, 2024, the vehicle has been remotely disabled by Respondent.

Respondent failed to answer the complaint. There is not a signed certified mail receipt for the request for response.

Respondent explained to an investigator that Complainant fulfilled all contractual obligations and received the title in April 2022. Respondent expressed as the vehicle had been paid off there would be no reason for Respondent to continue to utilize or pay for a GPS tracking system on the vehicle. Respondent explained further that they do use a GPS locator to have the coordinates for vehicles being financed in-house, and have all customers sign a form disclosing this information. Respondent asserted, however, at no point do they use a type of GPS locator which would allow a vehicle to be remotely disabled. Respondent explained as for the failure to respond, they were under the belief they responded but realized it was to the Consumer Affairs Department in the Attorney General's Office not the Commission. Respondent apologized for their mistake.

There was no evidence provided establishing Respondent acted deceptively, however, Respondent did fail to answer the complaint. Accordingly, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to answer the Commission.

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

**Commission Decision: Concur.**

**33. 2025003381 (TH)**

**Date Complaint Opened: 01/23/2025**

**First Licensed: 01/26/2001**

**Expiration: 02/28/2027**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with \$250 agreed citation for advertising violation. 2024 – One complaint closed with letter of warning for failure to respond to the Commission’s request for a response to a complaint.**

Complainant states they have not received their title from Respondent almost four (4) months after purchase.

Respondent states there was a delay in releasing the title due to a mix up with Complainant’s title for their trade-in. Respondent explains Complainant had not provided the title for Complainant’s trade-in which caused a delay in releasing the new vehicles title to Complainant; however, Respondent advises the title paperwork was mailed to Complainant the same day the complaint was filed. Respondent confirmed the registration documentation was delivered to Complainant, and expressed they would reimburse any late fees incurred for filing the paperwork in Iowa. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**34. 2025001281 (TH)**

**Date Complaint Opened: 01/08/2025**

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

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with a letter of warning for late delivery of title.**

Complainant alleges two (2) days after purchasing a vehicle from Respondent the “auto start stop light” came on and Complainant was advised to replace the auxiliary battery. Complainant alleges Respondent refused to cover the associated costs and asserts they do not believe they should be required to pay for repairs needed so shortly after purchase.

Respondent alleges they have tried numerous times to contact Complainant since getting the complaint with no success. Complainant states they have tried via email and phone and have not received a response back. Complainant states they want to discuss any issues with the vehicle to attempt to resolve Complainant’s issues. Accordingly, Counsel reached out to Complainant on February 24, 2025, in attempt to obtain a response to Respondent’s attempt to contact Complainant. However, Counsel did not get a response. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**35. 2025000861 (TH)**

**Date Complaint Opened: 01/06/2025**

**First Licensed: 04/19/2017**  
**Expiration: 03/31/2025**  
**License Type: Recreational Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant filed their complaint alleging Respondent failed to timely deliver their title. However, Complainant has since followed up requesting to withdraw their complaint, advising Respondent has unwound the deal and refunded Complainant. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**36. 2025001351 (TH)**

**Date Complaint Opened: 01/09/2025**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Based on the information received in this complaint, Respondent sold one (1) vehicle over the legally allotted five (5) per twelve (12) month period. Accordingly, Counsel recommends assessing a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.

**Recommendation: Authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for unlicensed activity.**

**Commission Decision: Concur.**

**37. 2025004601 (TH)**

**Date Complaint Opened: 01/30/2025**  
**First Licensed: 12/02/2022**  
**Expiration: 11/30/2026**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is alleging Respondent failed to initially provide them with requested documentation, and did not provide all items negotiated for in the contract.

Respondent states all things agreed upon were provided to Complainant, and an “we-owe” document was signed listing all items included. Respondent states the sales documents have been provided to Complainant.

There was not evidence provided of a violation on behalf of Respondent, as such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**38. 2025005391 (TH)**

**2025007921**

**Date Complaint Opened: 02/04/2025, 02/07/2025**

**First Licensed: 01/11/2021**

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

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

**2025005391:**

Complainant states on November 12, 2024, they purchased a vehicle from Respondent in full. Complainant alleges Respondent failed to deliver the vehicle's title.

Respondent states the title was sent on January 6, 2025, and delivered to Complainant via USPS on January 13, 2025. Respondent provided documentation establishing delivery. Accordingly, Counsel recommends closure. However, Complainant alleges they do not have the title and, as such, Counsel is recommending additionally referring this matter to the Department of Revenue to aid Complainant in obtaining a duplicate title.

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

**Commission Decision: Concur.**

**2025007921:**

Complainant alleges Respondent failed to timely provide them a title for their vehicle. Respondent advises all issues are resolved, and that Complainant has the title, and the vehicle has been registered. Respondent alleges the delay was due to issues with the auction. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely provide customers with registration documentation.

**Recommendation: Letter of Instruction reminding Respondent to timely provide customers with registration documentation.**

**Commission Decision: Concur.**

**39. 2025001501 (TH)**

**Date Complaint Opened: 01/09/2025**

**First Licensed: 03/09/2023**

**Expiration: 01/31/2027**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent made a faulty repair on their vehicle and wrote the wrong vin number on paperwork. Respondent advises they were hired to restore an antique vehicle and made countless repairs to the vehicle. Respondent states the inadvertent error with an incorrect digit in the vehicles serial number has been corrected. Respondent advises, per Complainants email to Respondent, the “matter is settled and done with.” As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**40. 2025001531 (TH)**

**Date Complaint Opened: 01/09/2025**

**First Licensed: 02/21/2024**

**Expiration: 02/28/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent fraudulently sold them a faulty vehicle. Additionally, Complainant further alleges Respondent provided an “unreasonable” seven (7) day warranty.

Respondent failed to answer the complaint; however, it was not sent via certified mail.

Counsel requested an investigation. The investigator found on November 22, 2024, Complainant purchased a used vehicle from Respondent, and at the time of the purchase there was identified mechanical issue with the vehicle. However, despite the mechanical issue, Complainant signed a contract to purchase the vehicle. Respondent provided a limited warranty that was for seven (7) days from the date of purchase for engine and/or transmission failure. Complainant was provided a copy of the limited warranty and bill of sale, and after purchase returned with the vehicle requesting the oil leak be repaired at no cost, citing the limited warranty. However, Complainant was unsatisfied with the repairs, and opted to hire a third party complete the repairs. Complainant filed a civil suit against the respondent.

Based on the information found in the investigation, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to answer the Commission’s requests.

**Recommendation: Letter of Warning reminding Respondent to answer the Commission’s requests.**

**Commission Decision: Concur.**

**41. 2025004851 (TH)**

**Date Complaint Opened: 01/31/2025**

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

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with letter of warning for failure to respond to a complaint. 2024 – One complaint closed with \$250 agreed citation for business license violation. One complaint closed with letter of warning for failure to provide a timely response to the Commission’s request for a response to a complaint.**

The complaint states as of January 31, 2025, the title for Complainant’s vehicle purchased from Respondent on October 24, 2024, has not been delivered. However, as of February 12, 2025, Respondent advises Complainant has confirmed receipt of the title. Respondent states Complainant expressed satisfaction that the issue has been resolved. Respondent explains the reason for delay was the customer requested additional repairs and upgrades to the vehicle before shipment, and Respondent states they do not send the title until they know the vehicle is shipped and accepted by a customer.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation to customers.

**Recommendation: Letter of Instruction reminding Respondent to timely issue registration documentation to customers.**

**Commission Decision: Concur.**

**42. 2025005211 (TH)**

**Date Complaint Opened: 02/03/2025**

**First Licensed: 08/21/2023**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to provide them a check for the payout of their trade-in within thirty (30) days.

Respondent states on November 27, 2024, Complainant leased a vehicle from Respondent and traded in a vehicle worth nineteen thousand dollars (\$19,000.00). Respondent explains complaint requested the nineteen thousand dollars (\$19,000.00) be returned in cash. Respondent states on December 18, 2024, a check was mailed to Complainant and was later cashed. Respondent states Complainant confirmed on February 5, 2025, in writing, that they had received the check. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**43. 2025006391 (TH)**

**2025006271**

**Date Complaint Opened: 02/10/2025, 02/09/2025**

**First Licensed: 01/31/2017**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$250 agreed citation for engaging in false, fraudulent, or deceptive practice(s).**

**2025006391:**

This complaint was filed anonymously. The complaint alleges salesmen working at Respondent's dealership are operating without salesmen licenses. The complaint further makes an allegation of "insurance fraud" by Respondent.

Respondent states due to the complaint's vague allegations, they can only provide a general response. Respondent states they recently parted ways with an employee who was overseeing the dealership while the owner was out of the country. Respondent explains when the owner returned they had planned to get the employee licensed as a salesperson and transition them into a sales position. Respondent states, however, the arrangement did not work out and Respondent parted ways with the employee. Respondent believes the employee is the one who filed this anonymous complaint. As for the insurance fraud allegation, Respondent states they are unaware of what the complaint is referring to and have never been involved with any insurance scheme.

Counsel recommends closure as there was no evidence provided establishing a violation on behalf of Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2025006271:**

Complainant alleges Respondent acted in "bad faith" while negotiating. Complainant states Respondent ran their credit twice and expressed Complainant was approved. However, Complainant explains Respondent later told them they were denied lending due to their credit score.

Respondent states they sincerely apologize for any miscommunication encountered during the process. Respondent states to clarify, the initial approvals are based on preliminary assessments and final approval is subject to additional stipulations set by the lender. Respondent states their goal is to provide transparent and accurate financing options and expresses regret for any confusion. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, and Deceptive Acts).

**Recommendation: Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, and Deceptive Acts).**

**Commission Decision: Concur.**

**44. 2025009661 (TH)**

**Date Complaint Opened: 02/18/2025**

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

**Expiration: 03/31/2027**

**License Type: Motor Vehicle Dealer**

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

This complaint was filed after there was a delay in Respondent providing the title to another dealer. However, the issue has since been resolved. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation.

**Recommendation: Letter of Instruction reminding Respondent to timely issue registration documentation.**

**Commission Decision: Concur.**

**45. 2025011741 (TH)**

**Date Complaint Opened: 03/07/2025**

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

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent on January 18, 2025, and have not received their registration documentation.

Respondent explains Complainant's paperwork was sent to a third (3<sup>rd</sup>) party company to process out of state tag-work. Respondent states the Paperwork was received at the local Clerk's Office on March 3, 2025, and Complainant was notified. Respondent states on March 13, 2025, they were notified Complainant had not gone in to complete the necessary steps required by the out of state Clerk's Office. However, Respondent explains as of March 14, 2025, Complainant has completed the required process, and the issue has been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**46. 2024064591 (ES)**

**Date Complaint Opened: 11/18/2024**

**First Licensed: 06/03/2021**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**



**History (5 yrs.): 2024 – One Consent Order with a \$1,000 civil penalty for failure to deliver tags/title in a timely manner.**

Complainant's father leased a vehicle from Respondent on 2/15/24. Complainant states their father is 90 with a terminal illness, has memory issues and cannot drive at night. Complainant immediately called Respondent once their father's caretaker explained he came home with a new vehicle and spent most of their savings on the deposit. Respondent told Complainant there was nothing they could do, and their father was now financially obligated. Complainant's father passed away on 11/10/24. Complainant also filed a complaint with the Department of Financial Institutions because the lender involved had been part of a class action lawsuit related to predatory lending practices. Respondent states they adhere to a policy of inclusivity and non-discrimination, ensuring that sales practices are not influenced by a customer's age, or other characteristics provided by law. Respondent has reached out to the lender to retrieve the vehicle and close out the account as an act of good faith. Counsel finds these allegations to be unfortunate, but Complainant would need to reach out to a private attorney and pursue this in a court of law as a contractual dispute in order to pursue these allegations further. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**47. 2024052561 (ES)**

**Date Complaint Opened: 09/23/2024**

**First Licensed: 11/16/2017**

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 5/29/24 in full, with cash. Complainant contacted Respondent when their temporary tag expired in July and was told the title and paperwork were available to come pick up at the dealership. When Complainant arrived, they were told a mistake was made and were given another temporary tag. Complainant was informed Respondent was "still working" on getting the registration paperwork when the second temp tag expired, and it was at that time they claim they found out the vehicle had a salvage history through Carfax. After much back and forth, Respondent offered to buy the vehicle back on 9/18/24 minus wear and tear but Complainant declined the offer. Respondent had purchased the vehicle from a towing company after the vehicle had been abandoned, and had paperwork completed to obtain a title through the state. Respondent claims they made four attempts to contact Complainant from 6/1/24 to 7/25/24 to let them know they could come pick up the paperwork and take it to the clerk's office to register the vehicle. Respondent notes that the Department of Revenue had begun enforcing recent changes in the law regarding the abandoned vehicle paperwork process which they were unaware of. After not hearing from Complainant for almost 60 days, Respondent attempted to register the vehicle even though Complainant was financially responsible for that portion of the purchase. The clerk's office rejected the paperwork and informed Respondent of the change in the law. Respondent began the process of correcting the paperwork and provided Complainant with a second temporary tag. Respondent claims the state caused setbacks in the process of titling and registering the vehicle. Respondent alleges Complainant was informed

of the salvage history of the vehicle by three different individuals on the day of purchase, noting the “as-is, no warranty” paperwork signed by Complainant has salvage/rebuilt written on it. Respondent states the corrected paperwork arrived on 8/28/24 for the state to process the abandoned vehicle and Respondent notified Complainant on 9/2/24 they could pick up the paperwork. Respondent claims Complainant never showed up to do so. Respondent states they began processing the salvage certificate paperwork the clerk’s office gave them on 9/23/24 and the state received photos and salvage repair proof on 10/1/24.

An investigation was conducted to verify Respondent’s claims that the vehicle had been titled appropriately in Arkansas prior to the Department of Revenue requiring the title to be recertified as Rebuilt. The Respondent was very upset when they met with the investigator and claimed none of this was their fault, blaming the clerk’s office for not providing them with a title to the vehicle when they sold it to Complainant. Respondent believed the vehicle was “Rebuilt” when they purchased it from the towing company, because they were given a title branded rebuilt. Respondent provided a copy of the rebuilt title. Respondent claims they immediately put the vehicle’s information into their finance system and were informed the vehicle was rebuilt, not salvaged. Respondent was not able to provide any information about who rebuilt the vehicle or when the rebuilt application was submitted to the state because it was rebuilt when they purchased it and sold it to Complainant. The Department of Revenue issued a title to the vehicle on November 15, 2024, and Respondent never saw the title because it was allegedly mailed directly to Complainant. Respondent issued 4 temporary tags to the vehicle. Counsel confirms that Arkansas was the last state to title the vehicle when Respondent purchased it, and it was officially brand it as “Rebuilt”. Counsel recommends issuing a \$2,000 civil penalty for issuing two more temporary tags than allowed by law, plus a \$1,000 civil penalty for failing to obtain a signature on the Notice Disclosure of Rebuilt or Salvage Vehicle form, for a total \$3,000 civil penalty.

**Recommendation: Authorize a \$3,000 civil penalty for issuing too many temporary tags and failing to obtain a signature on the Notice Disclosure of Rebuilt or Salvage Vehicle form**

**Commission Decision: Concur.**

**48. 2024057991 (ES)**

**2024068181**

**Date Complaint Opened: 10/28/2024, 12/26/2024**

**First Licensed: 11/02/2023**

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

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

**2024057991**

Complainant purchased a used vehicle from Respondent on 8/31/24 and claims it is inoperable. Complainant alleges the salesperson who sold the vehicle to them was unlicensed, Respondent failed to properly disclose the vehicle’s rebuilt title history and Respondent failed to register the vehicle. Respondent has failed to respond despite signing the certified mail receipt acknowledging receipt of the complaint on 12/17/24, so an investigation was conducted. The investigation revealed the salesperson at issue was actively licensed at the

time of the sale. A Vehicle Information Request with the Department of Revenue revealed no title history in Tennessee and showed the vehicle had most recently been registered in Florida. The vehicle had been in a wreck in 2020 and was rebuilt that year in Florida, with a properly branded title showing it to be "Rebuilt." Respondent states they had received the title to the vehicle from their other licensed dealership in Florida and had notified Complainant about a week after the sale, but they did not come to pick it up. It was the Complainant's responsibility to register the vehicle. Respondent states they have made repairs to the vehicle twice, at no cost to Complainant. Respondent confirmed they had received a copy of this complaint prior to the investigation and had sent it to their Florida dealer to provide a response and they thought a response had been sent. Respondent did provide Complainant with a rebuilt disclosure, but did not use the proper form required by the Commission. Counsel recommends issuing a \$1,000 civil penalty for failure to respond and a \$1,000 civil penalty for failure to use the proper disclosure form when selling a rebuilt vehicle, for a total \$2,000 civil penalty.

**Recommendation: Authorize a \$2,000 civil penalty for failure to respond and failure to obtain a signature on the Notice Disclosure of Rebuilt or Salvage Vehicle form**

**Commission Decision: Concur.**

**2024068181**

Complainant purchased a used vehicle on 10/29/24 and alleges Respondent failed to deliver registration as of 12/26/24. Complainant claims Respondent requires them to pay for the vehicle in full before they will provide the registration and permanent license plate. Respondent has failed to respond to this complaint so there was confusion as to whether Respondent continues to provide temporary tags until the vehicle is paid for in full. An investigation was conducted. The investigation revealed Respondent issued three temporary tags. An audit of the temporary tag log showed Respondent has issued 102 temporary tags from 10/29/24 through 2/27/25 and six vehicles had been issued more than two temporary tags. The notes for these tags listed reasons like "got wet, lienholder reset to no, stolen, missing tag, printer issues, and no print." A Vehicle Information Request from the Dept. of Revenue showed Respondent purchased this vehicle on 9/26/24 and the title was issued on 12/3/24. The documents also showed Respondent rebuilt the vehicle. Respondent applied for a rebuilt title on 10/24/24. When the investigator met with Respondent, they claimed they called Complainant and told them the title was ready for pickup. Respondent admitted they received the complaint but did not think they had to respond because they were trying to work out the issues with Complainant. Respondent told the investigator they are a "buy here, pay here" dealer and once a consumer makes the first two payments, they give the customer the title with Respondent as the lienholder. Respondent claims Complainant had not made the first two payments at the time the complaint was filed. Respondent did provide Complainant with a rebuilt disclosure but did not use the proper form required by the Commission. Counsel recommends issuing a \$1,000 civil penalty for failure to respond, a \$1,000 civil penalty for failure to use the proper disclosure form when selling a rebuilt vehicle, a \$3,000 civil penalty for issuing a temporary tag to the vehicle prior to it being rebuilt, a \$1,000 civil penalty for issuing a third temporary tag (vehicle had a rebuilt title after the first temp tag), and a \$3,000 civil penalty for selling a vehicle prior to obtaining a rebuilt title, for a total \$8,000 civil penalty.

**Recommendation: Authorize a \$8,000 civil penalty for failure to respond, failure to obtain a signature on the Notice Disclosure of Rebuilt or Salvage Vehicle form, selling a**

**salvage vehicle prior to obtaining a rebuilt title, issuing one temporary tag to the vehicle prior to the rebuilt title being issued, and issuing more temporary tags than allowed**

**Commission Decision: Concur.**

**49. 2024060091 (ES)**

**Date Complaint Opened: 11/07/2024**

**First Licensed: 08/30/2004**

**Expiration: 08/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges Respondent recorded the wrong vin number on complainant's paperwork. Complainant had not been able to register the vehicle. Respondent has failed to respond despite signing the certified mail receipt acknowledging receipt of the complaint on 12/19/24, so an investigation was conducted. The investigation revealed Respondent issued four temporary tags over the course of 9 months since the sale of the vehicle. Respondent acknowledged receiving a copy of the complaint prior to the investigation. Respondent stated they had two identical vehicles in their inventory at the time of the sale, except one vehicle was a 2013 and one was a 2014. When Respondent sold the 2013 vehicle, they recorded the VIN to the other vehicle that looked identical but was a 2014. As a result of this mistake, the clerk provided the wrong title, and it was immediately provided to the purchaser because they were going back to Iowa where the vehicle would be registered. This error was not discovered until Respondent sold the 2014 vehicle in May of 2024 to Complainant. Respondent states they have been attempting to contact the purchaser of the 2013 vehicle ever since, but they are being unresponsive to Respondent's efforts. The investigator asked Respondent if they were going to unwind the deal, Respondent noted that would probably be the easiest thing to do. Counsel recommends issuing a \$1,000 civil penalty for failure to respond and a \$2,000 civil penalty for issuing 2 more temporary tags than allowed, for a total \$3,000 civil penalty.

**Recommendation: Authorize a \$3,000 civil penalty for failure to respond and for issuing more temporary tags than allowed**

**Commission Decision: Concur.**

**50. 2024053311 (ES)**

**Date Complaint Opened: 09/19/2024**

**First Licensed: 09/17/2021**

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges there were multiple mechanical issues that were not disclosed, causing the vehicle to be unsafe and undrivable. Respondent had originally failed to respond despite signing the certified mail receipt acknowledging receipt of the complaint on 11/4/24, but did respond prior to the 30-day deadline once Counsel reached out. Complainant has since informed Counsel that Respondent

is going to repair the vehicle but is waiting on the motor to be delivered. Counsel recommends issuing a Letter of Warning for failing to respond to this complaint.

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

**Commission Decision: Concur.**

**51. 2024065911 (ES)**

**Date Complaint Opened: 12/12/2024**

**First Licensed: 08/21/2006**

**Expiration: 08/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent was not properly disclosing their \$799 doc fee on their website. Complainant alleges Respondent only added the disclosure to each vehicle listing after they brought it to Respondent's attention. Respondent claims they have been compliant with the rules specific to doc fee disclosure by "clearly defining and illustrating" the doc fee at the bottom of each inventory web page. Respondent further argues the term "clearly defined and illustrated" is somewhat left up to interpretation and opinion. It is unclear whether Respondent included the appropriate disclosure on their main website page because Complainant only provided proof that it was not included on each specific vehicle detail page and was changed by Respondent after Complainant brought the issue to their attention. Counsel recommends issuing a Letter of Warning for failing to specifically disclose the doc fee and its amount within each vehicle's detail page on Respondent's website.

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

**Commission Decision: Concur.**

**52. 2024066561 (ES)**

**2025005951**

**Date Complaint Opened: 12/03/2024, 02/06/2025**

**First Licensed: 10/20/2023**

**Expiration: 08/31/2025 - CLOSED**

**License Type: Motor Vehicle Dealer**

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

**2024066561**

Complainant purchased a used vehicle from Respondent on 8/16/24 and alleges they still have not received a license plate or registration as of 11/27/24. Complainant alleges their last temp tag expired on 12/15/24. Respondent had not been communicating with Complainant since 11/15/24. Respondent failed to respond to this complaint despite receiving an email, regular mail and certified mail requests to respond to this complaint. An investigation was conducted, and the investigator confirmed all of Respondent's phone numbers had been disconnected. Respondent's dealership is no longer in business and the investigator completed a form

requesting the program close the license, which was completed on 2/13/25. Complainant has been provided with Respondent's surety bond information and Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

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

**2025005951**

Complainant purchased a used vehicle from Respondent in June of 2024 and never received their tag or registration. Complainant has been provided with Respondent's surety bond information and Counsel recommends closing and flagging this complaint.

**Recommendation:** Close and flag.

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

**53. 2024066691 (ES)**

**Date Complaint Opened:** 12/04/2024

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

**Expiration:** 08/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent and alleges Respondent has failed to deliver title to their lender and failed to provide the registration and permanent tag as of 12/4/24. It appears Complainant has only had one temporary tag and purchased the vehicle two months prior to filing this complaint. Respondent states they were under the impression Complainant was going to pick up the title from the dealership. Complainant called Respondent the day their temporary tag expired, and Respondent overnighted the title, registration and permanent plate to them at Respondent's expense. Counsel recommends closure.

**Recommendation:** Close

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

**54. 2024068551 (ES)**

**Date Complaint Opened:** 12/13/2024

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

**Expiration:** 04/30/2025

**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 purchased a used vehicle from Respondent and alleges there is a recall that a franchise dealership's service department refuses to fix. Complainant alleges the vehicle's mileage places it outside of the recall. Complainant states they also purchased a warranty with Respondent, and they refuse to make the repair under warranty. Respondent notes Complainant purchased the vehicle on 9/19/24 with 164,679 miles and it now has over 180,000 miles. Respondent states the warranty is for 12 months or 12,000 miles and Complainant put almost 16,000 miles on the vehicle within 2 months, so the warranty is no longer valid. Complainant provides no proof of any recall and Counsel notes that a recall must be fixed by a manufacturer no matter how many miles are on a vehicle, so it appears Complainant is mistaken about the issue being a true recall. Respondent provided a copy of the warranty to support their response. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**55. 2024066421 (ES)**

**Date Complaint Opened: 12/16/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Salesman**

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

Complainant purchased a used vehicle from Respondent and alleges Respondent failed to deliver vehicle title and has kept money owed to Complainant. Respondent is an individual who does not have a license as a salesperson or as a dealer. An investigation was conducted. Despite requests, Complainant was unable to provide any documentation or evidence to support their statements. Complainant confirmed they did receive the title to the vehicle after the complaint was filed. Respondent is advertising their business on Facebook, referring to it as a used car dealer, cash rental car business and collision repair/paint shop. The investigator obtained the registration documents from the Department of Revenue and the Bill of Sale shows the vehicle was purchased by Complainant from a licensed dealer out of Arkansas. Complainant states they met Respondent at a mall in Memphis to purchase the vehicle, and were aware Respondent would have to make repairs and obtain a rebuilt title from Arkansas, which Respondent did. The investigator went to the location referred to on the Facebook page and it was a vacant lot, there was no evidence of any business there. Respondent would not cooperate with our investigation. The investigator spoke with the owner of the dealership in Arkansas, and they stated they have no involvement with Respondent. Due to the lack of cooperation and lack of evidence that Respondent has sold more than 5 vehicles in the last 12 months, Counsel recommends issuing a Letter of Warning for unlicensed activity.

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

**Commission Decision: Concur.**

**56. 2024063141 (ES)**

**Date Complaint Opened: 11/13/2024**



**First Licensed: 09/03/2021**  
**Expiration: 08/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant went to Respondent's used car dealership and was interested in purchasing a used vehicle. Complainant alleges Respondent purchased a vehicle in Complainant's name and financed it through a lender without their approval. Complainant alleges they never received the vehicle and never made a down payment. Respondent has failed to respond despite signing the certified mail receipt acknowledging receipt of the complaint on 1/6/25, so an investigation was conducted. Complainant later informed the investigator that Respondent had resolved this issue to their satisfaction and the loan is no longer associated with Complainant. Respondent denied the allegations but worked with Complainant as an act of goodwill. The investigator noted that Respondent may be in the process of shutting down this dealership and the owner may be working as a salesperson at a different licensed dealership. Internal research shows Respondent's owner has failed to notify the Commission of a change in employment and their salesperson's license is not associated with any other dealer. Counsel recommends authorizing a \$1,000 civil penalty for failure to respond and opening a complaint against the licensed dealership that is allegedly employing Respondent's owner to verify whether they need to notify the Commission of the change in employment and whether the owner needs to surrender the dealer license because they are shutting down Respondent dealership.

**Recommendation: Authorize a \$1,000 civil penalty for failure to respond; open complaint against licensed dealer who may be employing the owner of Respondent's dealership as a salesperson without proper licensure**

**Commission Decision: Concur.**

**57. 2025002161 (ES)**

**Date Complaint Opened: 01/15/2025**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

This is an administrative complaint that was opened after receiving information alleging Respondent may be engaging in unlicensed activity. An investigation was conducted. Respondent is an individual who had a licensed dealership until June of 2024 when the license expired. Information from the clerk's office revealed Respondent has sold 5 vehicles titled in their name since their dealer's license expired. The investigator found no evidence of any advertising online and no evidence of any vehicles for sale at Respondent's residence. Respondent cooperated with the investigator and stated they sold vehicles for 45 years and have retired now that they are in their 70s and in poor health. Respondent states they have a clear understanding of the law and will not sell more than 5 vehicles in a calendar year going forward. Counsel recommends closure.

**Recommendation: Close**



**Commission Decision: Concur.**

**58. 2025002001 (ES)**

**Date Complaint Opened: 01/08/2025**

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

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during annual inspection on 1/7/25 after an audit of Respondent's EZ tag account showed they had issued three temporary tags to a vehicle sold to a consumer and five temporary tags to another vehicle sold to a consumer. Respondent's employee stated they did not know there was a limit to how many temporary tags they could issue. Counsel recommends issuing a \$1,000 civil penalty for each of the four temporary tags issued outside of the two temporary tag limit set by the Department of Revenue, for a total \$4,000 civil penalty.

**Recommendation: Authorize a \$4,000 civil penalty for issuing four more temporary tags than allowed**

**Commission Decision: Concur.**

**59. 2024052621 (ES)**

**Date Complaint Opened: 09/23/2024**

**First Licensed: 06/25/2021**

**Expiration: 02/28/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle on or around 5/5/24 from Respondent and alleges they have failed to deliver the vehicle's title. Complainant further alleges Respondent is not returning their calls. Complainant is unable to register their vehicle and has been driving with an expired temporary tag. An investigation was conducted which revealed seven temporary tags to the vehicle during the delay. The investigator was unable to communicate with Complainant as their phone has been disconnected and their email address is no longer valid. The owner of the dealership met with the investigator and stated to their knowledge, Complainant has not received the title. However, Respondent states they sent the title to the address provided by Complainant at the time of sale, which Respondent claims they later found out was a homeless shelter. Respondent states they have been working on getting a duplicate title but because the title is from Kentucky, they have not received much assistance from the auction where the vehicle was originally purchased. Respondent was able to provide a copy of the title upon request. The owner is the only salesperson working at the dealership and their license has been expired since 6/30/23. The owner told the investigator they had no idea their license expired. The owner sold at least 76 vehicles during 2024 while their license was expired. However, the owner did renew their salesperson's license as soon as the investigator let them know of the expiration. Counsel recommends issuing a \$1,000 civil

penalty for each temporary tag issued in excess of the two allowed (\$5,000), and a \$5,000 civil penalty for selling at least 76 vehicles with an expired salesperson's license during 2024, for a total \$10,000 civil penalty. Counsel recommends capping the unlicensed civil penalty at \$5,000 because the dealership is a small business and sells less than seven cars per month according to the investigation report. The Commission's rules include direction to consider whether the amount imposed will be a substantial economic deterrent to the violator and Counsel argues that a \$10,000 total civil penalty for these violations would be a significant economic deterrent to a small business selling few cars like Respondent's dealership.

**Recommendation:** Authorize a \$10,000 civil penalty for issuing too many temporary tags and unlicensed activity

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

**60. 2024066841 (ES)**

**Date Complaint Opened:** 12/18/2024

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

**Expiration:** 01/31/2027

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent as-is, without warranty, and alleges they were told they could bring the vehicle to Respondent for service in the future. Complainant claims after purchase, Respondent would not make the repairs which Complainant alleges they should have known about prior to the sale. Complainant provides no further detail or evidence to support these allegations. Respondent states they reconditioned the vehicle before the sale, including a safety check, oil change and some cosmetic work. Respondent informed Complainant that they only service certain line-makes at their dealership but recommended another dealership who could work on Complainant's vehicle. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

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

**61. 2024067171 (ES)**

**Date Complaint Opened:** 12/06/2024

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

**Expiration:** 12/31/2026

**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). 2023 – One complaint closed with letter of warning for failure to respond to a complaint.

Complainant's mother purchased a new vehicle from Respondent on 11/27/24. Complainant claims their mother was diagnosed with dementia over a year ago and somehow connected with Respondent. Respondent allegedly sent a salesperson to pick up the buyer and brought

her to the dealership and sold her a new vehicle with a \$600 a month payment. Respondent also sent a tow truck to pick up the buyer's older vehicle and took it in as a trade. Complainant states they went to Respondent's dealership as soon as they found out the same day, and explained their mother could not operate a vehicle under a doctor's order and they wanted to return the vehicle. Complainant claims Respondent stated all sales were final. Respondent has since backed out of this deal and is refunding the down payment and returning the traded vehicle. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**62. 2024067351 (ES)**

**Date Complaint Opened: 12/19/2024**

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

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 11/8/24 and traded in a vehicle. Complainant alleges it has been 6 weeks and Respondent has not paid off their trade. Complainant did not provide their name or any contact information, so it is impossible for Counsel or Respondent to determine if any violations occurred. Respondent attempted to make an educated guess and responded based on who they believe made the complaint. Respondent provided details about their constant communication with the buyer and claims it was the buyer who caused the delay by failing to provide required information and failing to return necessary documents in a timely manner. However, because this remains anonymous and we cannot be sure of which transaction this complaint is related to, Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**63. 2025003111 (ES)**

**Date Complaint Opened: 01/15/2025**

**First Licensed: 01/04/2018**

**Expiration: 01/31/2026**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during an annual inspection on 1/13/25 for the following violations: unlicensed activity for sales made by unlicensed salespersons, for being in possession of 2 open titles, for employing unlicensed salespersons, and for failing to provide an active city business tax license. An investigation was conducted to determine and document how many vehicles had been sold in 2023 and 2024 by this dealer through unlicensed salespersons. The investigation revealed 3 sales were made in 2024 by a

salesperson whose license had expired on 10/31/23 and who later left the dealership, and three sales had been made by the owner whose salesperson's license was expired on 1/30/24 and was not renewed until 1/27/25. These sales were found after doing an audit, however not all deal files were able to be reviewed due to the number of files available. Counsel recommends issuing a \$1,000 civil penalty for each open title (\$2,000 total), a \$500 civil penalty for having an expired city business license, and a \$1,000 civil penalty for each sale made by an unlicensed salesperson (\$6,000 total), for a total \$8,500 civil penalty.

**Recommendation: Authorize a \$8,500 civil penalty for unlicensed sales by salespersons with expired licenses, possession of open titles, and expired city business tax license**

**Commission Decision: Concur.**

**64. 2024065491 (ES)**

**2024067621**

**Date Complaint Opened: 12/10/2024, 12/19/2024**

**First Licensed: 12/30/1999**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

**2024065491**

Complainant is a resident of Maryland who contacted Respondent about a vehicle they listed for sale. Complainant claims Respondent would not sell the vehicle if Complainant wanted to come see it first and would not provide current photos of the vehicle. Complainant alleges Respondent is using photoshopped and stolen images to sell vehicles, and then scamming people by sending vehicles that are in bad condition. Respondent's attorney provided a detailed response to these allegations, noting Respondent takes these severe allegations very seriously. Respondent agrees someone has attempted to defraud Complainant, but it is not their dealership, or anyone associated with Respondent. Respondent believes at least three others have been victimized as the result of a semi-sophisticated scam. Respondent is in the business of buying and selling high end collector cars and does not sell to the general public nor does Respondent advertise. Respondent provides information related to a criminal investigation into the other reports made by victims of this scam and the county sheriff's office has already concluded after much investigation that Respondent is not involved with this scam. Counsel recommends referring this to the county sheriff and closure.

**Recommendation: Close and refer to local county sheriff who conducted criminal investigation**

**Commission Decision: Concur.**

**2024067621**

Complainant has been the victim of the scam referred to in the summary above and it is clear Respondent has nothing to do with this scam. Respondent's attorney provided a detailed response. Counsel recommends referring this to the county sheriff and closure.

**Recommendation:** Close and refer to local county sheriff who conducted criminal investigation

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

**65. 2024067061 (ES)**

**Date Complaint Opened:** 12/18/2024

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

**Expiration:** 01/31/2027

**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). 2024 – One complaint closed with \$500 civil penalty for false, misleading, or deceptive advertising. 2025 – One complaint issued consent order with \$1,000 civil penalty for second advertising violation

Complainant purchased a used vehicle from Respondent in November 2023 and alleges the salesperson told them there was nothing wrong with the vehicle prior to purchase. Complainant purchased an extended powertrain warranty to cover 90,000 miles. Complainant brought the vehicle to Respondent's service center for repairs where it has been for almost a month while Respondent is waiting to hear if the transmission issues will be covered under warranty. Complainant alleges they called Respondent for an update on 12/18/24 and was hung up on before they could speak with anyone. Respondent has since repaired the vehicle under warranty, and it has been returned to Complainant. Respondent states the delay was due to the warranty company being extremely cautious because they had just replaced the transmission within the last year. Complainant claims the vehicle is still having issues and drives horribly. This issue is between the warranty company and the Complainant, and there does not appear to be any fault of the Respondent. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

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

**66. 2025000621 (ES)**

**Date Complaint Opened:** 01/06/2025

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

**Expiration:** 03/31/2026

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2019 – One complaint closed with letter of warning for deceptive advertising. 2023 – One complaint closed with letter of instruction for failure to disclose and obtain the registration payment information to Complainant.

Complainant is an insurance agent whose client purchased a used vehicle from Respondent through their financing option. Respondent is a buy here/pay here used dealer who offers in-house financing to its consumers. Complainant claims Respondent would not accept their insurance, and Complainant believes it is illegal for a dealership to discriminate based on a buyer's insurance carrier. Complainant spoke with Respondent and was told they had bad

experiences with their insurance company and did not want to use them anymore. Further, Respondent claimed the insurance company has not paid out enough for vehicles that have been totaled in order to satisfy a loan that an owner may have had. Respondent confirmed they do not accept the insurance, and claims they are informing all customers verbally and in writing. Legal research and communications regarding this issue with the attorney for the Insurance Division reveal there is no law that prevents a dealer from refusing to work with a specific insurance company. However, Counsel recommends issuing a Letter of Instruction advising Respondent to post a clear and conspicuous disclosure at their dealership notifying consumers of which insurance carriers they will not accept when acting as a lender and advising Respondent to provide a written disclosure stating the same to every consumer who finances a vehicle through their dealership.

**Recommendation:** Letter of Instruction advising Respondent to notify consumers in writing that they do not accept certain insurance carriers when acting as a lender

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

**67. 2025001261 (ES)**

**Date Complaint Opened: 01/08/2025**

**First Licensed: 04/11/2023**

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 8/6/24 and alleges they have not received the tag and registration as of 1/8/25. Respondent states they have had issues with their title clerk whom they had to let go. There was also an issue with the title, and Respondent states they had to obtain an affidavit of correction. Respondent further explains that the county clerk rejected the paperwork a few times. Complainant received the registration and tag on 1/19/25, and the vehicle was issued two temporary tags during the delay. However, Respondent failed to properly communicate with the Complainant during this delay and never offered to assist Complainant in obtaining a rental vehicle nor did they offer a loaner vehicle. Complainant was forced to borrow their 16-year-old daughter's car during the time they could not drive their vehicle. Counsel recommends issuing a \$1,000 civil penalty for failure to provide registration and a permanent tag within 120 days.

**Recommendation:** Authorize a \$1,000 civil penalty for failure to obtain registration within 120 days

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

**68. 2025001621 (ES)**

**Date Complaint Opened: 12/27/2024**

**First Licensed: 03/11/2024**

**Expiration: 03/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 8/13/24 and alleges it is unsafe. Complainant alleges the vehicle is missing an airbag and has been involved in multiple accidents and burglaries. Respondent takes this matter very seriously and provided a very detailed response. Respondent properly disclosed the vehicle's rebuilt title and obtained Complainant's signature on the disclosure form. Respondent claims Complainant has been threatening them even after Respondent tried to resolve the issue in a fair manner. Respondent sold the vehicle as-is, without warranty and Complainant provided no proof to support their allegations. Counsel finds no evidence of any violations and recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**69. 2024067631 (ES)**

**Date Complaint Opened:** 12/19/2024

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

**Expiration:** 11/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent and alleges the check engine light came on before they had driven it 100 miles. Respondent then informed Complainant the vehicle needed repairs that would cost \$2,800 and only offered a \$500 discount. Complainant believes Respondent knew about the issues with the fuel lines and transfer case which needed repairs prior to the sale. Respondent failed to respond to the request sent to them via regular mail, email and certified mail. Respondent signed the certified mail receipt on 2/4/25 and did not provide a response to this complaint until we called their dealership and emailed them again on 2/26/25, after doing internal research to locate the email addresses of the service manager and general manager. Respondent states they eventually made the determination that the damage was caused by rodents, and they made the repairs to the satisfaction of the Complainant after the complaint was filed. It is unclear whether Respondent covered the repairs. Counsel recommends issuing a Letter of Warning for failure to respond because it had not been 30 days since they signed for the certified mail at the time we obtained their response.

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

**Commission Decision:** Concur.

**70. 2025001831 (ES)**

**Date Complaint Opened:** 01/12/2025

**First Licensed:** 06/11/2013

**Expiration:** 12/31/2025

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2023 – One complaint closed with \$72,250 civil penalty for unlicensed activity.

Complainant purchased a used vehicle from Respondent and states they were given an extended warranty to cover most repairs. Complainant alleges the vehicle started to turn off while they were driving about two months after purchase. Complainant alleges the vehicle has since completely broken down and probably needs a new engine. Complainant believes Respondent knew the vehicle had major issues prior to the sale and will not take any responsibility. Respondent notes the vehicle had over 190,000 miles on it and was sold as-is with a limited vehicle service contract. Once Complainant had driven over 3,500 miles, Respondent inspected it and determined the initial issue was related to a non-covered component. Respondent offered to pay more than half of the service bill for the non-covered component and Complainant declined the offer and continued to drive the vehicle. The vehicle now has additional issues, and Respondent is in possession of it. Respondent is working with the service contract provider to determine if coverage is available for these additional issues. Counsel recommends closure.

**Recommendation:** Close

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

**71. 2025002671 (ES)**

**Date Complaint Opened: 01/17/2025**

**First Licensed: 07/15/2011**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent with in-house financing. Complainant wrecked the vehicle on 1/4/25 and it was towed to Respondent's lot. Complainant alleges Respondent would not allow them to retrieve their belongings from the vehicle until they paid their car note. Complainant did not have a key to the vehicle so Respondent told them they could retrieve their belongings if they paid for a key replacement. Respondent states Complainant totaled the vehicle without maintaining the proper full coverage insurance which they had agreed to maintain by contract. Respondent had to retrieve the vehicle from an impound lot at their own expense and there was no key to the vehicle, so they told Complainant to bring the key to get into the car to retrieve belongings or reimburse Respondent for the cost of the key they had to obtain. Complainant is refusing to reimburse them for the cost of the key and Respondent is going to file a lawsuit in order to collect the balance due on the vehicle, which is over \$10,000. Respondent notes the vehicle had just been purchased and still had a temp tag on it. Counsel recommends closure.

**Recommendation:** Close

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

**72. 2025002751 (ES)**

**Date Complaint Opened: 01/17/2025**

**First Licensed: 11/17/2023**



**Expiration: 09/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 8/28/24 for \$2,000. Complainant alleges they were unable to have the vehicle inspected prior to purchase and once they did take it to a mechanic, they were informed it had a bad head gasket and would most likely break down within 2 years. Complainant further alleges the vehicle had a rebuilt title but claims they were not informed. Respondent states they did inform Complainant that the vehicle had a rebuilt title, noting they are very familiar with the process because most of their vehicles have rebuilt titles. Respondent provided proof of the signed Disclosure form showing they properly disclosed the rebuilt title and sold the vehicle as-is, without warranty. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**73. 2025000161 (ES)**

**Date Complaint Opened: 01/02/2025**  
**First Licensed: 06/28/2017**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant took their vehicle to Respondent's service center to be diagnosed and for possible repair work. Respondent is a licensed franchise motor vehicle dealer. Complainant alleges they were told the vehicle needed extensive repairs which required their engine be removed. Complainant states they asked for evidence on multiple occasions that the engine was removed but Respondent never provided it. Complainant alleges they were fraudulently charged for a service that was never done and claims they were overcharged by \$7,000. Respondent failed to respond to this complaint despite being sent a letter via regular mail on 1/13/25, an email on 1/13/25, and a certified letter on 2/4/25. Respondent signed the certified mail receipt on 2/8/25. Counsel called Respondent on 3/18/25 and spoke with an employee who provided three email addresses to send the complaint to. Counsel sent another request for a response to this complaint that same day and has still not received a response. Counsel recommends issuing a \$1,000 civil for failure to respond to this complaint. When Counsel receives the response to the complaint, it will be reviewed for further information. If the response reveals violations, Counsel will open a new complaint and present it to the Commission at the next meeting.

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

**Commission Decision: Concur.**

**74. 2025004671 (ES)**

**Date Complaint Opened: 01/22/2025**

**First Licensed: 12/28/2011**  
**Expiration: 01/31/2026**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges the Respondent failed to inform them that the vehicle had a rebuilt title. Complainant further alleges the air bag light was disabled. Complainant provided no proof or evidence to support their allegations. Respondent provided proof of the signed Disclosure form showing they properly disclosed the rebuilt title and sold the vehicle as-is, without warranty. Further, the Department of Revenue approved all repairs made to the vehicle, including any airbag requirements, when issuing the rebuilt title to the vehicle. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**75. 2025002581 (ES)**

**Date Complaint Opened: 01/16/2025**  
**First Licensed: 10/22/2008**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Auction**  
**History (5 yrs.): 2020 – One complaint closed with a \$500 agreed citation for failure to post employees at the entrance while the auction was in progress.**

Complainant is a licensed dealer, and Respondent is a licensed motor vehicle auction. Complainant purchased a used vehicle from Respondent through their dealer-to-dealer auction and alleges the vehicle was not labeled as a “stop red title.” Complainant states it was labeled as a salvage/rebuilt title. Complainant has since sold the vehicle and has not been able to register it. Complainant states they have reached out to Respondent to attempt to remedy this issue but has been unsuccessful. Complainant has also reached out to the Department of Revenue to get the title rebranded but was unable to do so. Complainant is a small dealer with limited resources who uses a floor plan. Complainant states the floor planner sees the title before Complainant sees it, and once the vehicle is sold, Complainant pays it off and receives the title so the vehicle can be registered. It appears the Department of Revenue rejected the registration paperwork because they “cannot accept a red title from Kentucky” even though the title clearly states Salvage/Rebuilt. However, the title also states at the top “May Not Be Eligible For Titling In All States.” Respondent states it is the Complainant’s responsibility, as the buyer, to warranty vehicle titles as stated in their Terms and Conditions agreed to by buyers at their auction. These terms state that Respondent is a third-party to the sale and the sale is a contractual agreement between the dealer who is selling the vehicle through their auction and the dealer that buys the vehicle at the auction. Respondent assumes no responsibility to investigate the seller’s title or to otherwise identify defects in the seller’s title or title documents and makes no warranty whatsoever regarding the title or title documents, as stated in the terms. Respondent announced the vehicle as having a “Salvage/Rebuilt” title and it was determined that the title would be “un-rebuildable,” which was noted on the Bill of Sale. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**76. 2025001781 (ES)**

**Date Complaint Opened: 01/10/2025**

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

**Expiration: 10/31/2025**

**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 11/6/20 through financing and requested the original contract, the right of rescission, and the consumer credit cost disclosure of the retail installment contract but alleges it was never provided. Complainant claims this violates federal law. Complainant provided court documents showing the lender involved in this transaction filed a lawsuit against Complainant in the Circuit Court. Complainant did not provide any further information or evidence to support their allegations and does not explain it further. Respondent states they are compliant with applicable local, state and federal laws and regulations, including the Truth in Lending Act. Respondent reviewed Complainant's account and confirmed that they received the proper notices and financing charges. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**77. 2025005571 (ES)**

**Date Complaint Opened: 01/30/2025**

**First Licensed: 04/17/2014**

**Expiration: 03/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for late delivery of title.**

Complainant is a resident of Illinois who purchased a used vehicle from Respondent over the phone. Complainant viewed pictures and videos of the vehicle and was informed the vehicle had been thoroughly inspected prior to their purchase. Complainant set up the delivery of the vehicle through a third party and alleges Respondent allowed someone else to pick up the vehicle instead of confirming with Complainant that the correct company was picking up the vehicle. Complainant had gotten a quote from the company that picked up the vehicle but claims they never agreed on hiring them for the service. The vehicle was delivered to Complainant. Complainant alleges the vehicle arrived with a lot of undisclosed damage and mechanical issues. Respondent did not initially respond to the complaint but once Counsel called the dealership, they responded via email. Respondent sold the vehicle as-is, without warranty and has since spoken with Complainant. Counsel recommends issuing a Letter of Warning because Respondent did not respond to the initial requests from the Commission until Counsel made additional efforts to contact them. It would be inappropriate to issue a

civil penalty because the Rule requires allowing Respondent 30 days to respond from the time they receive certified mail.

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

**Commission Decision:** Concur.

**78. 2025006521 (ES)**

**Date Complaint Opened:** 02/11/2025

**First Licensed:** 06/07/2017

**Expiration:** 06/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent on 11/6/24 and alleges it had no airbags, major frame damage and water damage. Complainant states the Carfax did not list any of these alleged issues and they purchased the vehicle as-is, without warranty. Complainant received the title to the vehicle on 12/24/24. Respondent has failed to respond to this complaint. The certified mail was unclaimed, but Counsel confirms it was sent to the correct mailing address for Respondent. An investigation was conducted. Respondent provided a copy of their response sent to the Consumer Affairs division at the AG's Office and explained they thought that was sufficient. They did not understand this complaint was referred to our office and they needed to provide a response to the Commission as well. The investigation revealed no evidence to support the allegations and Complainant failed to provide anything to support their statements. Counsel recommends issuing a Letter of Warning for Respondent's failure to respond, noting it would be inappropriate to issue a civil penalty because the certified mail was not delivered and signed for.

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

**Commission Decision:** Concur.

**79. 2025006931 (ES)**

**Date Complaint Opened:** 02/11/2025

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

**Expiration:** 06/30/2026

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent, a licensed franchise dealer and alleges there were issues getting the vehicle registered in Kentucky. Complainant has since notified the Commission that Respondent has resolved the issue. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**80. 2025008181 (ES)**

**Date Complaint Opened: 02/16/2025**

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

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a new vehicle from Respondent on 12/14/24. Respondent is a licensed franchise dealer. Complainant traded in a vehicle which was located at a repair facility due to mechanical issues. Complainant claims Respondent was supposed to arrange to pick up the trade from the repair shop. Complainant was contacted by the lender who financed their trade vehicle and informed their payment was past due on 12/23/24. Complainant immediately contacted Respondent and spoke with an employee who said they would investigate the issue and call back that same day. Complainant attempted to contact Respondent multiple times after never receiving a call back and was eventually informed there was an issue with the transaction on 12/30/24 but was directed to the business office and had to leave a message. Complainant then called the repair shop and was informed Respondent had not picked up the trade vehicle as of 1/6/25. Respondent eventually informed Complainant that the repair shop was holding the vehicle due to an outstanding storage balance of \$1,050 which Complainant was required to pay before Respondent could pick up the vehicle. Respondent did not pick up the vehicle until 1/16/25 and Complainant had to borrow money to pay the storage fee. Respondent states they never promised to pick up the trade vehicle within a certain time frame. Complainant's loan was being funded by a sub-prime lender and Respondent had to wait until all funding was received before proceeding with the transaction. Respondent offered to reimburse Complainant \$700 for the storage fee from 12/16/24 through 1/3/25 as a gesture of goodwill. Respondent states they were never informed where Complainant's vehicle was and actually went to pick it up on 1/3/25 from Complainant's residence. Complainant was not there, and Respondent had to reach out to Complainant to find out where the vehicle was located. Respondent paid the trade vehicle off within 30 days of receiving funding and also had to pay a \$149 late fee that Respondent had incurred on their previous loan account. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**81. 2025008401 (ES)**

**Date Complaint Opened: 02/18/2025**

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

**Expiration: 11/30/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant is a resident of Alabama who purchased a used vehicle from Respondent on 12/7/24 and had not received their registration and tag as of 2/18/25. Respondent traded

Complainant out of the vehicle due to the title delay caused by the previous owner of the vehicle. Complainant confirmed they are satisfied with the resolution. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**82. 2025009511 (ES)**

**Date Complaint Opened:** 02/24/2025

**First Licensed:** 02/05/2014

**Expiration:** 01/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent in July of 2020. Respondent is a licensed franchise dealer. Complainant states the mileage on the vehicle was noted to be accurate (actual) on the Odometer Disclosure Statement, with no mileage discrepancy. Complainant wants to sell the vehicle now and has discovered the title and vehicle history shows "Not Actual Mileage" and has been that way since 2017 when the vehicle was rebuilt. Complainant contacted Respondent and they allegedly told them that the signed Carfax was enough disclosure because it noted the mileage discrepancy. The mileage was listed as 64,418 at the time of sale and Complainant believed they were purchasing a low mileage vehicle. Respondent sells vehicles within 3 categories: with an existing manufacturer's warranty, certified pre-owned with a warranty, and as-is project vehicles. As-is project vehicles are sold at significant discounts to the public rather than being sent to local auctions, provided any known faults are disclosed at the time of sale. The 2011 vehicle was an as-is project vehicle sold for under \$7,000 (before tax and doc fee). Respondent provided the as-is project vehicle forms that were signed by Complainant, which Complainant excluded from the documents provided to Counsel. Respondent states they were fully transparent and worked to eliminate any confusion by providing all of the forms at the time of sale. Respondent has offered to purchase the vehicle at fair market value, but Complainant declined the offer. Complainant offered a rebuttal noting the Carfax should not override the Odometer Disclosure form which should have been filled out correctly and noted the actual mileage was incorrect. Counsel notes Complainant was over 80 years old, and the Odometer Disclosure Form would have made it clear to them that the vehicle did not have low mileage. Additionally, Respondent failed to obtain a signature on the proper Disclosure of Salvage or Rebuilt Title form. Counsel recommends issuing a \$1,000 civil penalty for failing to properly disclose the Rebuilt title history and odometer discrepancy.

**Recommendation:** Authorize a \$1,000 civil penalty for failing to obtain a signature on the Notice Disclosure of Salvage or Rebuilt Title form and failing to note an odometer discrepancy

**Commission Decision:** Concur.

**83. 2025014091 (ES)**

**2025009891**

**Date Complaint Opened: 03/14/2025, 02/19/2025**

**First Licensed: 08/25/2021**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2024 – Two complaints authorized \$1,000 civil penalty for failure to deliver tags/title in a timely manner.**

**2025014091**

Complainant purchased a new vehicle from Respondent on 10/24/24 and has not received their tag and registration as of 2/24/25. Respondent is a licensed franchise dealer. Respondent states the clerk requires a second proof of residency which they claim they asked for on 10/28/24 and did not get until 1/9/25. When Counsel asked for proof that the request was made to Complainant in October, Respondent states they had made a mistake and had not requested it from Complainant until January. Once Respondent submitted it, they claim the clerk rejected the registration because it was missing a county-clerk specific form, which Respondent submitted the following day. After Counsel reached out to Respondent, they offered to compensate Complainant for the costs they have incurred in securing rides to work because they have not been able to drive their vehicle for at least a month and is still waiting for the registration. There are severe delays with the county clerk's office, but Counsel argues Respondent waited over 2 months to request the residency documentation from the Complainant despite knowing about it almost immediately after purchase in October. Complainant was unable to drive their vehicle once their second temporary tag expired and had to find a ride to work on a daily basis. Respondent has received numerous complaints regarding delays in registration and was assessed civil penalties for this issue in 2024. Counsel recommends issuing a \$2,000 civil penalty for failing to make timely efforts to obtain registration and failing to properly communicate with the Complainant regarding the delay and what was needed to obtain registration.

**Recommendation: Authorize a \$2,000 civil penalty for failing to obtain registration documents in a timely manner**

**Commission Decision: Concur.**

**2025009891**

Complainant purchased a new vehicle from Respondent on 10/25/24. Respondent is a licensed franchise dealer. Complainant has not received their tag or registration as of 1/16/25. Respondent states they submitted the registration application to the clerk on 1/9/25 and it has not been processed as of 3/20/25. Counsel takes issue with the fact it took Respondent over 2 months to submit the paperwork to the clerk's office. Additionally, Complainant provided proof Respondent was telling them that they had submitted the paperwork to the clerk as early as December whenever Complainant contacted them. Complainant has been unable to drive their vehicle since their second temporary tag expired in early February. When Complainant finally received their license plate and registration on 3/27/25, just over 5 months after their purchase, they received the wrong license plate. They had requested that Respondent transfer their old license plate, which is a disabled veteran's plate, to their new vehicle, and Respondent did not do so. Complainant had to go to the clerk's office and pay additional fees to apply the original permanent disabled veteran license plate that Respondent failed to



transfer. Respondent made three mistakes regarding Complainant's license plate during the delay and attempts to register the vehicle. Complainant notes they have spoken with many other customers of Respondent who have similar complaints and have recommended they file complaints with our office. Because of Respondent's lack of attention to the timeliness of their registration submissions and pattern of business practices and poor communication with consumers related to this issue, Counsel recommends issuing the maximum civil penalty of \$5,000 for this violation.

**Recommendation: Authorize a \$5,000 civil penalty for failing to submit registration documentation in a timely manner**

**Commission Decision: Concur.**

**84. 2025008541 (ES)**

**Date Complaint Opened: 02/18/2025**

**First Licensed: 02/18/2022**

**Expiration: 01/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges the price was changed without their consent or agreement. Complainant also alleges Respondent sold their loan to another dealer without prior notice or consent. Complainant provided their account summary balance which began at \$25,723.60 which does not match the Bill of Sale which shows the amount owed to be \$19,679.69. Respondent provides the transaction documents which show the finance charge on the loan was \$6,043.91. This explains the difference in amount owed. The vehicle price was charged as advertised and was not changed as alleged. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**85. 2025012461 (ES)**

**Date Complaint Opened: 03/10/2025**

**First Licensed: 10/09/2020**

**Expiration: 10/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for issuing more temporary tags than allowed. 2022 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent and wanted to return it within their 7-day return period. Complainant reached out to Respondent and was told the vehicle could not be returned on the weekend, but they could return it that Monday and still be within the return policy period. Complainant returned the vehicle but when they tried to purchase a vehicle at another dealership, they were denied financing because there was an issue with the



cancellation of the financing of the vehicle they returned. Respondent completed the proper steps on their end in a timely manner and provided documentation to support their response. This issue has since been resolved and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

### **RE-PRESENTATION**

**86. 2024061611 (TH)**

**Date Complaint Opened: 11/18/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This complaint was administratively opened after receiving evidence of unlicensed sales by Respondent. Due to the number of sales by Respondent Counsel is recommending authorizing a Five Thousand Dollar (\$5,000.00) civil penalty. Additionally, Counsel is recommending including a requirement for Respondent to obtain a license within thirty (30) days if they plan to continue vehicle sales.

**Recommendation:** Authorize assessing a Five Thousand Dollar (\$5,000.00) civil penalty. Additionally, Counsel is recommending including a requirement for Respondent to obtain a license within thirty (30) days if they plan to continue vehicle sales.

**Commission Decision: Concur.**

**New Information:** Respondent requested this matter be reconsidered. Respondent states they now understand their actions were out of compliance with the Commission's regulations and explain it was not intentional at the time. Respondent states that after they retired and had free time, they began repairing old vehicles as a hobby and then sold the fixed vehicles occasionally. Respondent states they did not realize it was illegal to do this at the time and is requesting for the fine to be lowered.

Due to Respondent's explanation and lack of history, Counsel recommends lowering the civil penalty to Two Thousand Five Hundred Dollars (\$2,500.00).

**New Recommendation:** Authorize lowering the civil penalty to Two Thousand Five Hundred Dollars (\$2,500.00).

**New Commission Decision: Concur.**

**87. 2024057181 (TH)**

**Date Complaint Opened: 10/22/2024**

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

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

This complaint was administratively opened after receiving evidence of unlicensed sales by Respondent. Due to the number of sales by Respondent, Counsel is recommending authorizing a Five Thousand Dollar (\$5,000.00) civil penalty. Additionally, Counsel is recommending including a requirement for Respondent to obtain a license within thirty (30) days if they plan to continue vehicle sales.

Recommendation: Authorize assessing a Five Thousand Dollar (\$5,000.00) civil penalty. Additionally, Counsel is recommending including a requirement for Respondent to obtain a license within thirty (30) days if they plan to continue vehicle sales.

Commission Decision: Concur

New Information: Respondent requested this matter be reconsidered. Respondent states they were unaware of the limit on vehicle sales allowed by an individual before the complaint, and assert it was an honest mistake. Respondent states they are currently battling cancer and cannot afford the current penalty. Accordingly, Respondent is asking for the civil penalty to be lowered.

Due to Respondent's explanation and lack of history, Counsel recommends lowering the civil penalty to Two Thousand Five Hundred Dollars (\$2,500.00).

New Recommendation: Authorize lowering the civil penalty to Two Thousand Five Hundred Dollars (\$2,500.00).

New Commission Decision: **Concur.**

**88. 2024040481 (TH)**

**Date Complaint Opened: 07/20/2024**  
**First Licensed: 06/15/2017**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

This matter is currently being litigated within the Civil Court System. As such, Counsel recommends placing this matter in Litigation Monitoring.

Recommendation: Litigation Monitoring.

Commission Decision: Concur

New Information: This matter is still ongoing in active litigation. As such, Counsel recommends closing and flagging this matter until the litigation is resolved.

New Recommendation: Close and flag.

**New Commission Decision: Concur.**

**89. 2024037131 (ES)**

**Date Complaint Opened: 07/03/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This complaint was opened as a result of a county clerk alleging Respondent is selling cars without a license. The county clerk provided documentation showing a single transaction made by a consumer who bought a vehicle from Respondent after seeing it on Facebook. The consumer allegedly met Respondent at a residence to purchase the vehicle. The county clerk also provided 9 VIN numbers for sales of vehicles made by Respondent since January 2024 but did not provide the registration documents to prove any unlicensed activity. An investigation was conducted. The investigator attempted to contact the owner of Respondent's business by going to their residence multiple times without success, but eventually Respondent called the investigator. Respondent states they started their company as a mobile mechanic business, then pivoted to car rentals using the Turo App. Respondent states the business is failing so they are selling off their rental vehicles. Respondent admitted to selling 9 vehicles in the last 12 months. Respondent states they will not be conducting any further business, and they are paying taxes on each of the vehicles sold. Counsel recommends issuing a \$500 civil penalty per vehicle sold outside of the 5 vehicles allowed per calendar year, totaling a \$2,000 civil penalty for unlicensed activity.

**Recommendation:** Authorize a \$2,000 civil penalty for unlicensed activity

**Commission Decision:** Concur.

**New Information:** Counsel had not received any response to the proposed Consent Order sent to the Respondent so a request for personal service by an investigator was made. The investigator was able to speak with the Respondent who has been back and forth from Ohio, taking care of their ailing father. It appears that Respondent ceased engaging in any kind of unlicensed activity and may now be in Ohio permanently. Due to the costs associated with pursuing this matter through a formal hearing and the resources already expended, and the lack of harm to any consumers past, present or future, Counsel and the Executive Director recommend closing and flagging this complaint.

**New Recommendation:** Close and flag

**New Commission Decision: Concur.**

**90. 2024047221 (ES)**

**Date Complaint Opened: 08/26/2024**

**First Licensed: 01/29/2013**

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity. 2022 – One complaint closed with \$250 civil penalty for advertising violation. 2023 – One complaint closed with \$119,250 civil penalty for unlicensed activity.**

Complainant purchased a used vehicle from Respondent and alleges it was showing signs of issues when they test drove it, but they still purchased it. Complainant claims the vehicle has stopped working and they want to return it and obtain a refund. Complainant states Respondent is not communicating with them. Respondent states they have since been in contact with the Complainant and are working towards a resolution. Respondent alleges the issue has been identified as a recall issue and they are working on getting repairs completed. Counsel recommends a \$1,000 civil penalty for failure to obtain and provide a recall database report at the time of sale.

Recommendation: Authorize a \$1,000 civil penalty for failure to provide recall database report

Commission Decision: Concur

**New Information: Counsel spoke with Respondent after sending the Consent Order and Respondent explained that Complainant was incorrect in alleging there was a recall for this vehicle at the time of sale. Because there was no active recall at the time of sale, Respondent was not required to provide the Recall Database Report to Complainant. Therefore, no violation was committed. Counsel recommends closure.**

**New Recommendation: Close**

**New Commission Decision: Concur.**

**91. 2024054421 (ES)**

**Date Complaint Opened: 10/03/2024**

**First Licensed: 06/06/2023**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during an annual inspection on 9/24/24 for employing an unlicensed salesperson. The salesperson's license had been expired since 4/30/24 and they had completed at least an estimated 42 deals since the license expired. Counsel recommends issuing a \$1,000 civil penalty per vehicle sold but capping the civil penalty at \$20,000 per recent standard policy.

Recommendation: Authorize a \$20,000 civil penalty for unlicensed activity

Commission Decision: Concur

**New Information: Respondent contacted Counsel immediately after they received the proposed Consent Order related to this complaint and asked if they could provide more information that may equate to mitigating factors which could allow for a reduction in the \$20,000 civil penalty. Respondent sent a detailed letter to Counsel which was also**

reviewed by the Executive Director. Respondent explained that the salesperson at issue was on medical leave at the time their salesperson's license expired. When they returned to work, Respondent regrettably failed to verify the salesperson's license. Respondent has used a software program to avoid these kinds of issues since they opened the dealership which checks each deal and also verifies every salesperson making that sale has an active license. The software is managed by another system which crashed around the time of the violations. This global crash was reported by national news agencies and the system was not restore until September 2024, but continued to have issues resulting from the Malware strike that initially caused the crash. Respondent states these problems led to the dealership overlooking the expiration of the salesperson's license. However, Respondent has taken full accountability of the violation and understands it is their sole responsibility to ensure all salespersons are properly licensed. This is Respondent's first violation, and they are a relatively new dealer, and Counsel commends them for paying for a software to prevent these kinds of problems without any prompting from the Commission and upon their licensure. Counsel recommends lowering the civil penalty to \$10,000, noting Respondent has agreed to immediately sign the Consent Order and pay the fine.

**New Recommendation:** Authorize a \$10,000 civil penalty for unlicensed activity

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

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

### **ROLL CALL VOTE**

Ian Leavy	YES
Sandra Elam	YES
John Rydell	YES
Tim Copenhaver	YES
Nelson Andrews	YES
Jim Galvin	YES
Stan Norton	YES
Farrar Vaughan	YES
Hubert Owens	YES
Karl Kramer	YES
Victor Evans	YES
John Roberts	YES

**MOTION CARRIED**

## **LEGISLATIVE UPDATE – April 23, 2025**

**Legislative Update 4/23/25**

### **SB660/HB737 – County Clerks may request adjacent county clerks for Titling & Registration assistance – INTENDED FOR USE IN EMERGENCIES LIKE WEATHER EVENTS**

SUMMARY OF BILL AS AMENDED (005455): Authorizes county clerks to request an adjacent county for assistance with certain motor vehicle titling and registration services in the event of a public health emergency, natural disaster, or other temporary office closure. Prohibits the assisting county from collecting county-specific motor vehicle privilege taxes. Requires the assisting county to provide a report of vehicles registered during the period of assistance upon request for tax collection purposes. Requires the aiding county clerk to collect any local sales and use taxes at the rate applicable to such county and remit the taxes to the Department of Revenue (DOR), in accordance with current law. Requires DOR, upon written notification from the aiding county clerk, to designate the proceeds of the local sales and use tax for allocation to the county providing aid. Requires the aiding county clerk to provide such written notice to DOR no later than the date upon which the aiding county is required to remit such taxes as required under current law. Prohibits such tax collections from being refunded to offset rate disparities between the aiding county and the county requesting such aid.

4/11: Signed by Gov

### **SB213/HB303 – Chattanooga Auction 10/17-10/22/25**

4/8/25 Public Chapter 60

### **SB1069/HB974 – Nash Speedway Auction – Authorizes a specialty auction one time per year much like Chattanooga at Nash Speedway without benefit of a dealer license**

4/10 House Floor – passed unanimously

Senate FWM – 4/15/25 (because of incorrect FN – should go directly to floor since there is no cost)

### **SB1316/HB1330 – Less is More – appts to MVC from each grand division instead of CDs**

4/10 House Floor – passed House

Senate Floor

4/16/25

**SB1068/HB972 MOTION** – This is a cleanup of the towing bill passed last year with specific requirements on booting of vehicles. Revises the requirements of the electronic portal the Department of Revenue (DOR) is required to create and implement that allows a law enforcement agency or garage keeper to input abandoned vehicle information for public notice. Details nine capabilities that the portal must have. Authorizes DOR to contract with a third-party service provider to create and implement the portal. Requires the procurement process for the portal to begin no later than July 1, 2025, and the implementation of the portal to begin no later than, July 1, 2026.

**Removes the authorization for a local government to pass an ordinance specifically opting to be governed by the Modernization of Towing, Immobilization, and Oversight Normalization (MOTION) Act.**

**Prohibits any person from booting a motor vehicle. Expands the conditions for which a person is authorized to tow a motor vehicle without the written authorization of the owner.**

**A story in the Tennessean on 4/16/25 indicates that a court ruled in favor of the law that bans booting companies from operating on commercial properties.**

Requires a person towing a motor vehicle to report specific information to the motor vehicle portal once it is operational. Establishes that a violation of this section is a violation of the Consumer Protection Act of 1977. Makes technical changes to the signage requirements in commercial parking lots. Prohibits a county, municipality, or other political subdivision of this state from enacting or enforcing an ordinance, resolution, rule, or other requirement that regulates parking in a manner that conflicts with the established requirements related to the nonpayment of parking fees. Establishes protocol for law enforcement agencies to verify the owner of a motor vehicle, provide the ownership information to specified parties, and notify the owners of a motor vehicle that has been taken into custody, before and after the motor vehicle portal is operational. Requires any person who takes possession of a motor vehicle, other than a law enforcement agency or other public agency, to immediately report the information to DOR until the motor vehicle portal is operational. Eliminates the requirement to advertise a motor vehicle for auction in the newspaper, and requires the public sale notice to be posted on the online motor vehicle portal.

Passed Senate 3/27/25

Behind the Budget in House Finance – this will be funded

**SB728/HB810 – ATV operation on county roads – this is relevant to MVC in that any business who now sells ATVs that fall under this definition must be licensed as a motor vehicle dealer**

SUMMARY OF BILL AS AMENDED (004345): Authorizes the operation of utility terrain vehicles on any state highway or county road for which the speed limit is 45MPH or less subject to certain restrictions any state highway or county road for which the speed limit is 45 miles per hour or less, subject to certain restrictions.

Passed both House & Senate – Awaiting Gov Signature 4/14/25

**SB769/HB1140 – catalytic converters**

SUMMARY OF BILL AS AMENDED (004352): Authorizes a violation of the offense possession of a used, detached catalytic convertor by an unauthorized person to be punishable by imprisonment, as opposed to punishable only by fine.

BB in House due to cost of incarceration – this will be funded

Passed Senate 3/13

**INFORMATIVE ONLY – NO VOTE REQUIRED OR TAKEN**



**NEW BUSINESS**

Nothing to Report

**OLD BUSINESS**

Nothing to Report

**PUBLIC COMMENTS**

None

**Adjourn**

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

**MOTION PASSED**

MEETING ADJOURNED