

# MINUTES

January 22, 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:** January 22, 2025

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

**PRESENT:** Commission Members:

Nelson Andrews  
Dwight Morgan  
Tim Copenhaver  
Sandra Elam  
Victor Evans  
Jim Galvin  
Karl Kramer  
Debbie Melton  
Stan Norton  
Hubert Owens  
Farrar Vaughan  
Charles West  
John Roberts

**ABSENT:**

Ian Leavy  
John Rydell

**CALL TO ORDER:** Chairman John Roberts called the meeting to order at 10:00 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.

**VOICE VOTE**

<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Dwight Morgan</b>	<b>YES</b>
<b>Tim Copenhaver</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>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</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 October 28, 2024. Commissioner Norton made a motion to approve the minutes, seconded by Commissioner Vaughan. Chairman Roberts called for a roll call vote.

**VOICE VOTE**

<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Dwight Morgan</b>	<b>YES</b>
<b>Tim Copenhaver</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>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

## **SALESPERSON/DEALER APPLICATIONS APPEALS**

**Nathan Click, Hopper Auto Sales, Knoxville, TN**

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

### **ROLL CALL VOTE**

<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Dwight Morgan</b>	<b>YES</b>
<b>Tim Copenhaver</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>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**



## Executive Director's Report

January 14, 2025

Since the last Commission meeting on October 29, 2024, the following activity has occurred:

<u>New Meeting</u>	<u>Last Meeting</u>
<u>Dealers Opened, or Relocated (Last Quarter).....</u>	<u>79</u>
<u>Applications in Process.....</u>	<u>19</u>

53

22

### Active Licensees as of January 14, 2025

Dealers .....	3323	3313
Auctions.....	30	30
Distributors/Manufacturers.....	162	164
Salespeople .....	18,146	18,357
Representatives.....	474	487
Dismantlers.....	202	197
RV Dealers .....	41	41
RV Manufacturers.....	89	89
Motor Vehicle Show Permits.....	1	2

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

Number of Complaints Opened.....	142
Number of Complaints Closed.....	25

### 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:**

**Average Performance Metrics – October 2024 - Present**

Average Number of Days to License... 3.3    **days to license 1.9 days with clock-stoppers**

**MVC Zendesk Customer Satisfaction Rating October 2024 – Present**

Total Ticket Count.....**1,902**  
Full Resolution in Business Hours.....**1.26 hours**  
Quarterly Satisfaction Rating..... **100%**

**Disciplinary Action Report October 2024 through December 2024**

Total to be

collected.....**\$65,000**

**Financials and Budget Closing – Fiscal Year 23-24**

- Budget Closing and NPS

**Online Adoption Across All Professions**

- **96%** online adoption for New “1010” Applications across all Professions available as of January 14, 2025.

**Administrative News**

- We are pleased to announce the addition of Xaviery Caldwell to our team! He will primarily be processing Salesmen applications in the beginning, but we are excited to introduce him to many other daily functions of the MVC.
- Rules Committee Meeting scheduled for 3/17/25 to consider suggested changes pursuant to Retrospective Rule Review (Summary document to follow electronically)
- Public Rule Making Hearing scheduled for 3/17/25 to hear public comment on our fee increases. This is the last step prior to appearing before Government Operations for final approval in order to implement 7/1/25.

### **Outreach**

- Online Title Training sponsored by Dept of Revenue and TNIADA scheduled for February 11, 2025.

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

### **VOICE VOTE**

<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Dwight Morgan</b>	<b>YES</b>
<b>Tim Copenhaver</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>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</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  
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**M E M O R A N D U M**

**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: January 14, 2025**

**SUBJECT: MVC Legal Report**

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**1. 2024050621 (ES)**  
**Date Complaint Opened: 09/11/2024**  
**First Licensed: 10/22/2008**  
**Expiration: 08/31/2026**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

A Notice of Violation was issued to Respondent during annual inspection on 9/3/24 for having an expired dealer license since 8/31/24 and failing to employ any licensed salespersons. It appears Respondent has not had a licensed salesperson since 2017 however Respondent did renew their dealer's license. Respondent's license was renewed within the grace period on 9/3/24, immediately after inspection. Respondent sold 49 vehicles in 2023 based on their annual sales report. Counsel notes it was difficult to get Respondent to file this annual sales report and it was not filed with the Commission until 10/23/24. 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:** Authorize a \$5,000 civil penalty for unlicensed activity and require Respondent to obtain a licensed salesperson within the next 10 days.

**2. 2024050641 (ES)**

**Date Complaint Opened:** 09/11/2024

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

**Expiration:** 03/31/2026

**License Type:** Motor Vehicle Dealer

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

This is an administrative complaint opened after it was discovered that Respondent has failed to employ any licensed salespersons since 2017. Respondent has renewed their dealer license. Respondent sold 32 vehicles in 2023 based on their annual sales report. 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:** Authorize a \$5,000 civil penalty for unlicensed activity and require Respondent to obtain a licensed salesperson within the next 10 days.

**3. 2024050661 (ES)**

**Date Complaint Opened:** 09/11/2024

**First Licensed:** 03/28/2000

**Expiration:** 03/31/2026

**License Type:** Motor Vehicle Dealer

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

This is an administrative complaint opened after it was discovered that Respondent has failed to employ any licensed salespersons since 2017. Respondent has renewed their dealer license. Respondent sold 38 vehicles in 2023 based on their annual sales report. 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:** Authorize a \$5,000 civil penalty for unlicensed activity and require Respondent to obtain a licensed salesperson within the next 10 days.

**4. 2024031891 (ES)**

**Date Complaint Opened:** 06/05/2024

**First Licensed:** 07/31/2008

**Expiration:** 07/31/2024

**License Type:** Motor Vehicle Dealer

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

This complaint was opened as a result of a sister dealership using a temporary tag from Respondent's dealership by accident, according to the owner of both dealerships. The Commission asked that an audit be conducted at Respondent's dealership to confirm this issue is not an ongoing problem. An investigation was conducted which revealed no discrepancies or further issues related to either of the dealerships' EZ tag systems or issuances of temporary tags. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**5. 2024050591 (ES)**

**Date Complaint Opened:** 09/11/2024

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

**Expiration:** 08/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant brought their vehicle to Respondent's repair facility and alleges Respondent failed to complete the repairs to the vehicle as agreed and in a timely manner. Respondent states the issues are being remedied by the dealership without any charges to Complainant and this matter is resolved. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**6. 2024050681 (ES)**

**Date Complaint Opened:** 09/11/2024

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

**Expiration:** 08/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent and alleges Respondent failed to provide them with a refund for the down payment made on the vehicle after it had various mechanical issues soon after purchase. Complainant claims they were promised they could return the vehicle and get a refund if it had mechanical issues within 1-3 weeks. Complainant provided the deal file which did not have any of their signatures. Complainant purchased the vehicle as-is, without warranty, and eventually gave up their interest in the vehicle and Respondent paid for it to be towed back to their dealership. Respondent provided copies of the deal file which showed Complainant did sign all of the sales paperwork and claims Complainant is "a bit flaky" and "refuses to be satisfied." There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

**Commission Decision: Concur**

**7. 2024051021 (ES)**

**Date Complaint Opened: 09/12/2024**

**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.**

Complainant purchased a used vehicle from Respondent on 3/16/24 and alleges they do not have the permanent registration as of 8/30/24. Respondent states the delay was due to Complainant failing to provide two proofs of residency even after Respondent requested them on 3/31/24, 4/30/24 and 5/1/24. Respondent provided a second temporary tag during this delay on 5/14/24 and the clerk requested another proof of residency document on 8/14/24. Once Respondent received this from Complainant on 8/15/24, they submitted it to the clerk and the vehicle was registered on 9/6/24. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**8. 2024048681 (ES)**

**Date Complaint Opened: 09/02/2024**

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

**Expiration: 11/30/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with letter of instruction for late delivery of registration.**

Complainant alleges Respondent is failing to post buyer's guides in their vehicles advertised for sale at their dealership. An investigation was conducted, files were audited, and licenses were verified with no issues. The investigator did document 4 vehicles that did not have prominent Buyer's Guides displayed as required by Rule out of the approximately 31 used vehicles for sale on the lot. Respondent states they were aware of this but explained that is because the vehicles were just detailed inside and out, and immediately provided the Buyer's Guides showing they were holding on to them while the vehicles were being detailed. The detailer tapes them up as soon as they are done and put them on the lot. The investigator also visually observed vehicles being detailed, which substantiated Respondent's statements. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**9. 2024050691 (ES)**

**Date Complaint Opened: 09/03/2024**

**First Licensed: 03/25/2009**

**Expiration: 05/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$1,750 civil penalty for employing unlicensed salesperson and failure to maintain county and city business tax licenses.**

Complainant purchased a used vehicle from Respondent on or around 3/26/24 and alleges Respondent misrepresented the vehicle, failed to deliver the title as of 8/29/24, and claims the mileage is not correct. Complainant acknowledged the vehicle was purchased as-is and is requesting a refund after cancelling the warranty. Complainant claims Respondent will not take their calls or return calls and needs to pay for a corrected county decal for their license plate. Respondent states the vehicle was registered in Wilson County and Complainant received their license plate with a Wilson County sticker, which is disclosed on a disclosure form signed by Complainant. Respondent is unable to provide decals from other counties as requested by Complainant. Respondent states the title will be issued by the state in Complainant's name and Respondent has verified the mileage is accurate and matches the Bill of Sale. Respondent provided copies of the warranty details with instructions for Complainant to contact the warranty company for cancellation and refund, a copy of the Bill of Sale and the title reassignment, which all align with the sale information Complainant reviewed and signed. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**10. 2024051131 (ES)**

**2024053591**

**Date Complaint Opened: 09/12/2024, 09/26/2024**

**First Licensed: 10/03/2018**

**Expiration: 09/30/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$250 agreed citation for advertising violation. 2023 – One complaint closed with letter of warning for failure to respond to a complaint.**

**2024051131**

Complainant purchased a used vehicle from Respondent on 9/6/24 and alleges it began having suspension issues the day after purchase. Respondent states Complainant took an extensive test drive before buying the vehicle and told them there was a "clunk or knocking noise" during the drive. Respondent advised Complainant to take it to a third-party mechanic before purchasing it because the vehicle would be sold as-is. Complainant did not have the vehicle checked out before purchase and signed the as-is paperwork. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**2024053591**

Complainant purchased a used vehicle from Respondent in 2019 and alleges they have not provided the title to the vehicle now that they have paid it off. Respondent states nearly every payment Complainant made in the last 5 years was late and they accumulated a lot of late fees that have still not been paid. Further, Respondent alleges Complainant has been belligerent in their communications as they have tried to collect the balance. Despite these facts, Respondent has forgiven the late fees and released the title. This matter has been resolved and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**11. 2024051261 (ES)**

**Date Complaint Opened: 09/13/2024**

**First Licensed: 03/27/2017**

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used ATV (4-wheeler) from Respondent on 5/31/24 and alleges they have not received the title as of 9/13/24 which is preventing them from registering the vehicle. Respondent states the ATV was originally purchased by an out-of-state customer who did not pay their state of residence tax, title, and registration fees. Therefore, Respondent is unable to provide a clean title to Complainant. However, Respondent notes they provided the Bill of Sale and proof of ownership documents at the time of sale. Counsel recommends closure considering these ATVs are not required to be registered in Tennessee.

**Recommendation: Close**

**Commission Decision: Concur**

**12. 2024054441 (ES)**

**Date Complaint Opened: 09/20/2024**

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

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2024 - \$500 civil penalty for using dealer tag for more than 72 hours**

Complainant purchased a used vehicle from Respondent on 6/26/24 and alleges they were informed the title to the vehicle cannot be located on 9/11/24. As of 9/17/24, Respondent has provided no update or explanation to Complainant regarding the title or plans for the registration of the vehicle. Respondent's attorney responded to this complaint and stated they

fully resolved this matter with Complainant soon after the complaint was filed. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**13. 2024054631 (ES)**

**Date Complaint Opened:** 09/25/2024

**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 in July of 2021 and alleges it began overheating and eventually became undrivable. Respondent notes the vehicle was purchased as-is over three years ago and they are unable to assume responsibility for the current conditions of the vehicle. However, Respondent has since assisted Complainant in purchasing a new vehicle. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**14. 2024056891 (ES)**

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

**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 on 6/16/22, over 2.5 year ago. Complainant claims Respondent sold the vehicle to them for more than it was worth. Complainant claims there were indicator lights on at the time of sale and Respondent made repairs to fix the issues. However, Complainant alleges Respondent is responsible to make further repairs after putting almost 10k miles on the vehicle due to a “verbal contract” at the time of sale. Complainant alleges Respondent sold an unsafe vehicle. Respondent states the vehicle was sold as-is, without additional warranty and they have no service history for the vehicle since they made adjustments three weeks after purchase. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**15. 2024055641 (ES)****Date Complaint Opened: 10/14/2024****First Licensed: 11/29/2010****Expiration: 08/31/2026****License Type: Motor Vehicle Dealer****History (5 yrs.): 2021 – One complaint closed with \$500 agreed citation for failure to maintain city/county business license(s).**

Complainant purchased a used vehicle from Respondent on 10/8/24 and alleges it died 3 times within 45 minutes of leaving the dealership. Complainant alleges they found a lot of rust near the bottom frame of the vehicle and called Respondent to try to discuss these issues. Complainant claims Respondent did not return their calls so left a negative review online. Complainant alleges Respondent told them they would not assist because of the negative review and the vehicle is sitting at a mechanics needing almost \$8,000 in repairs. Respondent states the vehicle came with a 30-day powertrain warranty which covers any catastrophic failure in the engine or transmission. This warranty does not cover any known or unknown rust issues or damages. The vehicle was purchased by Respondent in Tennessee and had a Tennessee title, so they would not have assumed any rust issues. Respondent provides all consumers with a free Carfax, ample time to look the cars over, open the hood, etc., and the ability to have a pre-purchase inspection. Respondent was never provided with an estimate or inspection documentation from Complainant and normally would be willing to assist customers to the best of their ability. However, Respondent admits Complainant's negative attitude and online review posted the day of the purchase didn't allow them the opportunity to do anything. Counsel recommends closure.

**Recommendation: Close****Commission Decision: Concur****16. 2024055921 (ES)****Date Complaint Opened: 10/15/2024****First Licensed: 09/01/1991****Expiration: 07/31/2026****License Type: Motor Vehicle Dealer****History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 10/12/24 and alleges they were told by both salespersons who assisted them that their lender required the purchase of a \$3,750 warranty with a specific company. Complainant states they followed up with the lender and was informed this is not true. Respondent states they refunded the warranty purchase price and have resolved this to the Complainant's satisfaction. Counsel recommends issuing a Letter of Warning regarding this allegation, noting that such business practices could be considered false, fraudulent, and deceptive and a violation of Tenn. Code Ann. §55-17-114(b)(1)(k).

**Recommendation: Letter of Warning for deceptive business practices****Commission Decision: Concur**

**17. 2024056421 (ES)**

**2024059081**

**Date Complaint Opened: 10/01/2024, 11/03/2024**

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

**Expiration: 01/31/2025**

**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). 2024 – One complaint closed with \$500 civil penalty for false, misleading, or deceptive advertising.**

**2024056421**

Complainant is a resident of Wisconsin who purchased a used vehicle from Respondent on 7/12/24. Respondent brought the vehicle to the Nashville Airport where Complainant was staying in a hotel on 7/19/24 and the vehicle had a temporary tag which would expire on 9/16/24. Complainant alleges the vehicle had not been registered as of 9/24/24. Additionally, Complainant alleges the vehicle had various damages that had not been disclosed. Complainant wants to return the vehicle and obtain a refund for monies spent on parts. Respondent states the vehicle was sold as is without warranty and Complainant signed paperwork clearly stating the sale was final and as-is. However, Complainant purchased a separate platinum-level optional vehicle service contract which offers coverage for most mechanical repairs. Respondent provided proof that the title packet, including all required documentation, was sent to the Wisconsin Department of Transportation via FedEx on 9/3/24, and was signed for on 9/4/24. This packet contained all the necessary items provided by the seller to facilitate the Complainant's vehicle registration. Further, Respondent provided a copy of the letter sent by the Wisconsin DOT outlining the steps required for Complainant to complete to register the vehicle. Respondent provided notes and witness information regarding a phone call with Complainant on 12/10/24 when Complainant stated they had been confused about how to register and perfect the lien, but confirmed they would be doing so soon. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**2024059081**

Complainant saw a used vehicle being advertised for sale by Respondent online for \$17,197 and was interested to purchase it. Complainant called Respondent and spoke to a sales representative who confirmed this was the price and nothing would be added to the price other than tax/title fees. Once Complainant drove 45 minutes to the dealership and asked for the final price quote in writing, the quote listed a doc fee of \$997, a required "protection plus" fee of \$580 and Complainant was informed there would be an additional \$1,000 fee added if the vehicle was not being financed through the dealership. Respondent states their general manager immediately contacted the Complainant and discussed this, apologizing for the "misunderstanding." Complainant considers this matter resolved to the satisfaction of Complainant but does not provide further details of whether they offered the vehicle at the advertised price nor did they mention anything outside of speaking with Complainant. Respondent states they have provided further training to their licensed salespersons and employees to ensure clarity and adherence to

company policies. Respondent states they do not impose fees not disclosed or advertised online as a condition of purchase or inquiry regarding a purchase.

Counsel notes the written quote clearly showed the fees mentioned above and Complainant provided an email from the salesperson informing Complainant, who had asked them to remove the additional fees, that they were not negotiable. Respondent was assessed a \$500 civil penalty last year for adding \$1,000 to the sales price of vehicles if a consumer didn't finance with their dealership, and for excluding VIP Advantage Package fees to their advertised prices. A letter was included with the Consent Order that clearly instructed Respondent that they were in violation for these advertising practices and stated "[t]he only charges you can add to the advertised price of a vehicle are tax, tag and title fees, a disclosed doc fee (with specified amount) and optional accessories that have been chosen by the purchaser. If you want to charge fees or add costs (or add an incentive to reduce the price of a vehicle), you must include fees/costs in the advertised price and the incentive must not be considered in the advertised price." Counsel spoke with the general manager at that time, in May of 2024, about these issues and they confirmed they understood and would become compliant. Counsel reviewed the website and Respondent's disclosure only states that a dealer fee correctly and tax, title and tags are not included in the advertised price. Because this is the second occurrence of these advertising violations in less than a year and Respondent was clearly warned and instructed, Counsel recommends a civil penalty of \$1,000.

**Recommendation: Authorize a \$1,000 civil penalty for second-time offense of advertising violations**

**Commission Decision: Concur**

**18. 2024056751 (ES)**

**Date Complaint Opened: 10/01/2024**

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

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 8/22/24 and it needed brakes and rotors, which were repaired on 8/26/24. The vehicle would not start on 9/1/24 and two different mechanics have been unable to repair the vehicle. The vehicle was towed back to Respondent's dealership on 9/20/24 where it remained when this complaint was filed on 9/24/24. Complainant wants to return the vehicle and get a refund. Respondent states they are unable to take the vehicle back because it is well outside the 7-day money back guarantee they provide. Respondent states they completed a 150-point inspection prior to the sale and the vehicle came with a complimentary limited warranty which was valid for 100 days or 4,189 miles. Respondent also offered multiple options for extended coverage which were not purchased. Respondent details all of the repairs that have since been made under warranty. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**19. 2024054881 (ES)**

**Date Complaint Opened: 10/07/2024**

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

**Expiration: 05/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$500 agreed citation for expired county/city business licenses. 2023 – Two complaints closed with combined \$4,500 civil penalty for issuing more temporary tags than allowed. One complaint closed with letter of warning and one complaint closed with \$500 civil penalty for engaging in false, fraudulent, or deceptive practice(s).**

Complainant purchased a used vehicle from Respondent in October of 2023 and claims they have had multiple problems with the vehicle since the purchase. Complainant claims the vehicle has safety concerns and wants to return the vehicle and get a full or partial refund. Respondent sold the vehicle as-is, but Complainant purchased a third-party service contract that covers mechanical issues for 12 months or 12k miles. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**20. 2024056101 (ES)**

**Date Complaint Opened: 10/16/2024**

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

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant's mother purchased a used vehicle from Respondent and Complainant notes she is disabled and on a fixed income. Complainant alleges Respondent took advantage of their mother and "fluffed" her income on a finance application to get approval. Complainant states she cannot afford the loan and Respondent would not resubmit the credit application. Respondent states Complainant's mother came to their dealership specifically looking for a truck and told them she was on disability with an income of 1,873 per month. Respondent admits to "grossing up" the income to 125%, making it \$2,397, which is legally allowed. Respondent further notes the purchaser is not the one making this complaint. Complainant states their mother's income is \$1,193 monthly. Counsel confirmed that a lender can allow a dealer to "gross up" an applicant's income up to 125% on loan application, but any fraud or deception outside of what a lender allows or if a consumer does not review and approve the change, that will be considered prohibited and illegal.

**Recommendation: Close**

**Commission Decision: Concur**

**21. 2024057591 (ES)**

**2024066641**

**Date Complaint Opened: 10/24/2024, 12/03/2024**

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

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

**2024057591**

Complainant purchased a used vehicle in 2017 but did not purchase it from Respondent, noting their vehicle is now over 11 years old. Complainant states there was a recall on engines by the manufacturer of the vehicle. Complainant's vehicle stopped running so they had their vehicle towed to Respondent's service center for diagnostic testing on 9/18/24. Complainant states they were charged \$505.34 for the testing and were informed the engine was not working and a replacement was needed, which could cost more than \$8,000. Complainant does not understand why they were charged a diagnostic fee and why they would have to pay to replace the engine if there is a recall on the engine. Respondent provides a very detailed account of the steps taken during the two-hour diagnostic review of the vehicle. Respondent also provides a copy of the "Technical Service Bulletin" which states the "warranty coverage for engine long block repair or replacement regarding engine damage or malfunction from *connecting rod bearing* wear has been extended to a Limited Lifetime Warranty..." Further, the Bulletin states that a Warranty Prior Approval must be submitted on all applicable vehicles that exhibit the conditions above within the limited warranty. Respondent states the *connecting rod bearing* is not the cause of the vehicle's mechanical issues. Respondent knows this because their technician performed the manufacturer-required test for connecting rod bearing failure with the use of the OEM special service tool and it passed the test. Respondent notes the vehicle is over 11 years old and has over 140k miles, making it well past any warranty coverages that Respondent can provide. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**2024066641**

Complainant is a resident of North Carolina who purchased a used vehicle from Respondent on 8/17/24. Complainant's second temporary tag was about to expire when they filed this complaint on 11/30/24 and they allege Respondent has not given them any explanation or answers about this delay. Complainant further claims they have spoken to 4 different managers and have left voicemails for the title clerk with no response. Respondent states they had some issues with their out-of-state tag provided to them and the State of North Carolina shipped them back to the company Respondent uses for out-of-state tags. Respondent has since resolved the issue and shipped the permanent tag to Complainant on 12/17/24. Respondent states their Controller immediately contacted Complainant when they were alerted to the issue, and it seemed to be to Complainant's satisfaction. Further, Respondent has since resolved an issue with where calls to the title clerk were being forwarded which will hopefully prevent this kind of communication issue in the future. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**22. 2024061591 (ES)**

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

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

**Expiration:** None.

**License Type:** Motor Vehicle Dealer

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

This complaint was opened administratively after the Commission received information from a county clerk's office indicating Respondent may be selling vehicles without a dealer license. After reviewing all of the documentation provided, it appears Respondent has sold more than 5 vehicles in the last calendar year. Due to the number of sales by Respondent, Counsel recommends a \$5,000 civil penalty. Additionally, Counsel recommends including a requirement for Respondent to obtain a license within thirty (30) days if they plan to continue selling vehicles.

**Recommendation:** Authorize a \$5,000 civil penalty for unlicensed sales. Additionally, require Respondent to obtain a license within thirty (30) days if they plan to continue selling vehicles.

**Commission Decision:** Concur

**23. 2024054891 (ES)**

**2024064511**

**Date Complaint Opened:** 10/07/2024

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

**Expiration:** 01/31/2025

**License Type:** Motor Vehicle Dealer

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

**2024054891**

Complainant purchased a used vehicle from Respondent and alleges they didn't understand English well enough to have made an informed decision about the trade-in of their vehicle and the purchased of the used vehicle. Complainant claims they were overcharged for the vehicle, charged too much interest on the loan, and cannot afford it. Respondent denies any wrongdoing and states Complainant had an interpreter who translated all important matters to Complainant's native language. However, Respondent has agreed to rescind the transaction and use this situation as a training opportunity for its colleagues. Respondent is working with Complainant to make sure they have a vehicle that fits their newly expressed capacity. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**2024064511**

Complainant is a resident of Illinois who purchased a used vehicle from Respondent on 8/8/24. Complainant alleges they had not received their license plate and the lender had not received the title as of 12/4/24. Complainant's second temp tag expired on 12/6/24. Respondent states that because this consumer purchased a vehicle from a Tennessee dealer but resides out of state, calculating the sales tax is an estimation. Variables in that calculation may involve differences in the state sales tax rates or other factors such as additional products that may or may not be subject to tax based on state. In this case, the original check issued by Respondent was for more than the amount due and was rejected by Illinois. The two subsequent checks issued by Respondent were also for incorrect amounts and rejected. Respondent states the vehicle was registered on 12/30/24. Considering the circumstances outside of Respondent's control and their consistent efforts, Counsel recommends issuing a Letter of Warning regarding the delay in obtaining registration.

**Recommendation:** Letter of Warning for delay in registration

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

**24. 2024058811 (ES)**

**Date Complaint Opened:** 10/30/2024

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

**Expiration:** 04/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant is a resident of Minnesota who purchased a 1967 classic car from an online website by sending a wire transfer for \$19,000 to an entity with a similar name to Respondent's licensed dealership. Complainant states they never received the vehicle and never got a refund and believes they were the victim of a scam. Respondent provided proof that they were not involved in this scam. Further, they have been receiving calls from other consumers looking at the same website where Complainant was scammed, and Respondent is doing all they can to inform the callers that this is not their website and direct them away from the scammers. Respondent has reported this scam to the Better Business Bureau and provided proof to the BBB that they are not a part of this scam as well. Counsel recommends referring this matter to local law enforcement and closure.

**Recommendation:** Refer to local law enforcement and close

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

**25. 2024058941 (ES)**

**Date Complaint Opened:** 10/31/2024

**First Licensed:** 09/19/2008

**Expiration:** 08/31/2026

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2024 – One complaint closed with \$5,000 civil penalty for unlicensed salesperson activity.

Complainant is a resident of Connecticut and Respondent is a licensed dealer in Tennessee. Complainant alleges they contracted to purchase a 2019 Mercedes SUV/Wagon from Respondent through someone who claimed to be Respondent's internet sales manager. On 10/10/24, Complainant states they wired the full purchase price of \$87,600 to a bank account per the seller's instructions. Complainant states the vehicle was supposed to be delivered on 10/18/24 but has not been delivered to date. Complainant states they have not been able to get in touch with Respondent or the delivery driver. Complainant has filed reports with their local police in Connecticut and with the police department where Respondent's dealership is located here in Tennessee. Complainant provided a copy of a Vehicle Order which does not have Respondent's dealership's name listed on it but does refer to another business name and the same physical address as Respondent's dealership. Respondent notes their signature is nowhere on the Vehicle Order or invoice and they vehemently deny selling the vehicle at issue to Complainant. Respondent states they did not receive any money from Complainant, and further argues they don't sell vehicles like the very upscale vehicle at issue. Respondent notes the email address provided by Complainant and used to communicate with the "seller" is not their email address, the bank account info provided in a copy of the wire transfer is not theirs, and the "internet sales manager" is not their employee. There is no evidence to prove that Respondent had anything to do with this sale and it appears to Counsel to be a scam. Counsel recommends referring this to local law enforcement and closure.

**Recommendation: Refer to local law enforcement and close**

**Commission Decision: Concur**

**26. 2024057481 (ES)**

**2025001271**

**Date Complaint Opened: 10/23/2024, 01/08/2025**

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

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$500 agreed citation for expired county/city business license(s).**

**2024057481**

Complainant purchased a used vehicle from Respondent and alleges Respondent misrepresented the vehicle. Respondent failed to respond to this complaint despite a letter sent to them via regular mail, another letter sent certified mail that was signed for on 12/5/24 by their employee, and emails sent to the address we have on file. An investigation was conducted to obtain a response. Respondent states they did send a response to the complaint prior to the deadline and gave the investigator a copy of the handwritten response. It was not dated, and no proof could be provided that it was actually mailed to the Commission. The investigator found no evidence to support the allegations that Respondent misrepresented the vehicle and Complainant did not communicate or cooperate with the investigation. Counsel recommends issuing a Letter of Warning for failure to respond to this complaint considering Respondent had a copy of the response they said they sent when the investigator arrived. Counsel notes Respondent has been open for 11 years without issue and recommends giving them the benefit of the doubt in this situation.

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

**Commission Decision: Concur**

**2025001271**

This is an administrative complaint opened after the Commission received information alleging potential violations to include: unlicensed activity, signage violations, failure to notify commission of name change, and advertising on Facebook Marketplace referencing their new dealership name. This dealer had not yet notified the Commission of a name change or filed an application to change their name, it was unclear if they had new owners, they no longer had a sign in front of their dealership as required by Rule and were possibly operating as an unlicensed dealership. An investigation was conducted. Respondent fully cooperated with the investigator and explained the situation. The dealership is owned by a father and son and is an LLC. The father is 82 years old and no longer wants to be a part of the business, so the son was working on removing the father from the LLC. The son sought legal advice and was told the easiest way to remove their father from the LLC was to reapply under a new name with a new LLC, so they began this process in October of 2024. The son told the investigator it has been a very confusing process, but they were trying to do everything correctly, and provided copies of all of the documentation showing their efforts. The son stated they spoke with someone from our office and was told to read the rules, submit all of the documentation to the Commission and once approved, they would receive a new dealer license. The son stated they did all of these things as instructed and thought they could not have the sign up with the name of the dealership matching the old LLC, which is why they took it down. However, the son immediately put the old sign back up as they were instructed by the investigator which they will keep up until the name change application has been approved. The investigator could not find any evidence of any marketing or advertising online by Respondent referencing the new dealership name. Respondent did not sell any vehicles under the new dealership name and will not do so until the name change application is approved. Counsel recommends issuing a Letter of Warning which will also instruct Respondent of the importance of waiting for approval of the name change before changing any signage or referring to a new dealership name in any advertising.

**Recommendation: Letter of Warning regarding name change application**

**Commission Decision: Concur. Also, staff will follow-up on issue and determine if it's resolved.**

**27. 2024058271 (ES)**

**Date Complaint Opened: 10/17/2024**

**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 and alleges they have not received the appropriate documentation needed to register it in Illinois where they reside. Complainant then sent a request to withdraw this complaint because they resolved this issue with Respondent. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**28. 2024052441 (ES)**

**2024058481**

**Date Complaint Opened: 09/20/2024, 10/30/2024**

**First Licensed: 09/01/2023**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2024 – One complaint issued a consent order with \$500 civil penalty for issuing too many temporary tags.**

**2024052441**

Complainant purchased a used vehicle from Respondent on 6/8/24 and alleges they have not received registration as of 9/20/24. Complainant asked for proof of title and proof of Respondent's efforts to register the vehicle and alleges they have not received either. Respondent's attorney states they issued two temp tags to the vehicle during the delay and claims Complainant never informed them they had not received the title until 9/17/24, when they immediately issued the second temp tag. Respondent states they sent the title and registration paperwork to the county clerk on 6/26/24 but due to a mileage discrepancy, the paperwork was returned to Respondent. The mileage discrepancy was ultimately resolved, and the title and registration were sent to Complainant on 10/10/24. Counsel recommends issuing a Letter of Warning regarding Respondent's failure to properly communicate with Complainant about the delay.

**Recommendation:** Letter of Warning for failure to properly communicate with Complainant regarding registration delay

**Commission Decision:** Concur

**2024058481**

Complainant is a resident of Virginia who purchased a used vehicle from the dealership that was previously located at the same address as Respondent in June 2023. Respondent purchased the dealership in September of 2023, obtained a new dealer license and did not take on the prior dealership's liabilities. Complainant alleges they recently discovered that their vehicle did not have the Certified Pre-Owned Warranty, valued at \$849 and which they claim they paid for at the time of purchase. Complainant argues that Respondent has failed to assist them, claiming they never paid for the warranty. Respondent's attorney confirms that Complainant claims the vehicle was a certified, pre-owned vehicle that included a two-year warranty after the factory warranty expired. Complainant argues that the prior dealership did not transfer the certified warranty to the vehicle. Respondent argues that because they did not sell the vehicle to Complainant or ever service the vehicle, they are not responsible for any alleged mistake and will not refund Complainant the alleged cost of the certified warranty because they never received any money from Complainant. Counsel agrees with Respondent's argument and recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**29. 2024058601 (ES)**

**Date Complaint Opened:** 10/30/2024

**First Licensed:** 02/01/2018

**Expiration:** 01/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used truck from Respondent in April of 2024 with the understanding they would have to replace the truck bed. It appears Complainant was able to replace the truck bed sometime around October of 2024 and alleges “the whole bed was broken, and the truck is a hazard that should not be driven at all.” Complainant alleges if they would have known it had not been inspected by a mechanic prior to their purchase, they would not have bought the truck. Respondent sold this truck as is, without warranty. Counsel notes the truck is a 2002 which was sold for under \$7,000, and there is no documentation or any evidence to show that Respondent promised anything to Complainant or told them it had been inspected. Complainant does not provide any evidence to support the allegations that the truck is not safe. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**30. 2024059641 (ES)**

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

**First Licensed:** 12/05/2013

**Expiration:** 09/30/2025

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent and alleges it had missing lugnuts and at least one missing post off of each tire. Complainant further claims the water pump pulley fell off and the radiator cracked while they were on the interstate two weeks after purchase. Complainant alleges Respondent made them pay for towing fees and repair costs but when they got the car back, the same tire they had removed came off completely and the studs from the tire post broke off. Complainant is upset that they have to have more repairs done to the vehicle and pay over \$1,000 due to the vehicle being impounded after having to leave it somewhere until it could get fixed by Respondent. Respondent states that Complainant has purchased several used vehicles from them and is very familiar with their sales process, including the opportunity to check out the vehicle completely before deciding to purchase it. Respondent provided Complainant the chance to test drive it and take it to a mechanic because their vehicles are sold as is, without warranty. Respondent does not repair vehicles and only refers customers to a mechanic if they inquire about one. Respondent states Complainant left the vehicle on the side of

the road, and they were responsible for the impound fees that resulted. Counsel recommends closure.

**Recommendation:** Close

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

**31. 2024055901 (ES)**

**Date Complaint Opened:** 10/15/2024

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

**Expiration:** 09/30/2025

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2021 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed. 2024 – One complaint closed with letter of warning for advertising issue.

Complainant purchased a used vehicle from Respondent on 6/5/24 and alleges they had not received the title as of 10/15/24. Complainant was given two temp tags but was left without the ability to drive their vehicle after the second one expired in early October. Respondent's attorney states the delay is primarily due to challenges the dealership encountered when trying to release an existing lien and obtain a title for the vehicle from California. Respondent first acquired the vehicle in May of 2024 when the prior owner had recently moved to Tennessee from California and traded it in. Respondent states they were not aware the prior owner had not transferred title for the vehicle from California to Tennessee when they took the trade in. Respondent states they promptly paid the balance of the lien for the vehicle as part of that trade-in transaction and awaited the lienholder to electronically release the lien, as California uses electronic liens. After some time had passed, Respondent contacted the lienholder who stated they had released the lien, but Respondent had not received the California title for the vehicle. On 10/3/24, Respondent confirmed with Speedy Registration in California that the lien had been released and they requested a duplicate California title on its behalf. The duplicate title arrived on 10/29/24. Respondent delivered the necessary documents to title and register the vehicle for Complainant on 11/7/24 to the county clerk, and it was registered on 11/14/24. Counsel recommends closure.

**Recommendation:** Close

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

**32. 2024060411 (ES)**

**Date Complaint Opened:** 11/09/2024

**First Licensed:** 08/20/2008

**Expiration:** 07/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant visited Respondent's dealership to inquire about the purchase of a vehicle. Complainant alleges Respondent ran their credit 29 times so they wouldn't be able to purchase a vehicle. Complainant claims they were not able to get a loan or a vehicle after Respondent

“destroyed their credit.” Respondent denies this allegation and provides a very detailed account of the multiple times Complainant had come to their dealership and sister dealerships since April of 2024, noting Complainant had signed a credit application each time which authorized the application to be submitted to Respondent’s affiliates to be considered for loan approval. Once Complainant was unable to get a loan after many attempts, they threatened Respondent and stated they would be “bringing their people” to the dealership and they were going to “act stupid,” and used profanity while also threatening the salesperson on a phone call before hanging up. Respondent alleges Complainant repeatedly submitted applications and attempted to circumvent various dealership employees by calling back with different variables, i.e. different addresses, employers, and income amounts. There is no evidence to support Complainant’s allegations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**33. 2024061261 (ES)**

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

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

**Expiration: 10/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed. 2024 – One complaint closed with letter of warning for delay in delivery of title and registration.**

Complainant is a resident of Texas who purchased a used vehicle from Respondent on 8/1/24 and alleges they have not received their registration as of 11/14/24. Respondent states the county where the Complainant resides requires a VIN inspection to be completed in-person. Since Respondent is located in Tennessee, they rely on the purchaser to complete the inspection in their home state. Respondent received the finalized registration and license plate from the Texas clerk on 11/22/24 and overnighted them to Complainant on 11/26/24. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**34. 2024052291 (ES)**

**2024061401**

**Date Complaint Opened: 09/20/2024, 11/01/2024**

**First Licensed: 11/09/2022**

**Expiration: 10/31/2026**

**License Type: Motor Vehicle Dealer**

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

**2024052291**

Complainant is a resident of Virginia who purchased a used vehicle from Respondent on 8/6/24 and alleges they have not received their registration as of 9/20/24. Respondent failed to respond to this complaint despite receiving a request via regular mail, email, and certified mail. Respondent signed for the certified mail on 11/4/24. An investigation was conducted to obtain a response to this complaint. Respondent has had issues with responding to complaints in the past and Counsel has reached out to them many times, in addition to all of the standard attempts and certified mail, in order to get a response to a complaint. Respondent has recently been assessed a \$500 civil penalty for this violation. Counsel recommends issuing a \$2,000 civil penalty for a second offense of failing to respond to a complaint.

**Recommendation: Authorize a \$2,000 civil penalty for failure to respond**

**Commission Decision: Concur**

**2024061401**

Complainant is a resident of North Carolina who purchased a used vehicle from Respondent on 9/3/24 and also traded in a vehicle during that sales transaction. Complainant alleges Respondent failed to pay off trade-in as of 10/25/24. Respondent initially failed to respond to the complaint, so an investigator was asked to obtain a response while they were investigating the complaint summarized above. However, Respondent did provide a response prior to the investigation with a copy of the check paying off the trade-in vehicle dated 10/9/24. Counsel notes it can take some time to receive funding and recommends closure, considering it appears Respondent could have paid the trade-in vehicle off within 30 days of funding as required by law.

**Recommendation: Close**

**Commission Decision: Concur**

**35. 2024061491 (ES)**

**Date Complaint Opened: 11/17/2024**

**First Licensed: 04/04/2024**

**Expiration: 03/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges they failed to disclose the vehicle had a salvage title. Respondent states the vehicle did not have a salvage title and provided a copy of the clean title. Complainant did not provide any evidence to support their allegations. Respondent states Complainant purchased the vehicle as-is, without warranty, and once it began having mechanical issues, they wanted Respondent to pay for repairs. Respondent offered to install the items at no cost, but Complainant continued to harass and threaten Respondent. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**36. 2024062511 (ES)**

**Date Complaint Opened: 11/21/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant is anonymous and alleges Respondent has sold more than 5 vehicles in the last calendar year without a dealer's license. Complainant provides a screenshot of a Facebook advertisement for a vintage dirt bike that appears to have been sold for \$1,200. An inspection was conducted with the inspector visiting Respondent's residence where they observed 3 vehicles in the driveway, but they were not for sale. Respondent confirmed they were aware of the law requiring a license if an individual sells more than 5 vehicles in a calendar year and stated they had not sold more than 5. The inspector went to the local clerk's office and obtained evidence of 5 vehicles titled to Respondent, but no evidence could be obtained to substantiate the allegations that Respondent has engaged in unlicensed activity. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**37. 2024053091 (ES)**

**Date Complaint Opened: 09/25/2024**

**First Licensed: 02/21/2023**

**Expiration: 02/28/2025**

**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 in a timely manner. 2024 – One complaint closed with \$250 agreed citation for failure to maintain county business license.**

Complainant states they were "searching" for cars on 9/25/24 and came across a "suspicious" VIN picture on a 2017 Cadillac Escalade premium luxury vehicle for sale by Respondent. Complainant alleges they researched the VIN and verified with at least four searches/reports that the VIN has been replaced with a VIN from a vehicle that was totaled and auctioned. Respondent states they buy all of their vehicles from auction houses in Tennessee and have investigated this claim multiple times, as Complainant has made this complaint with other sources. Respondent states the picture of the vehicle Complainant provided of a totaled Escalade has a sunroof and a TV, both of which are not included with the vehicle at issue. Respondent further argues that more importantly, the VIN plate on the dash and the VIN sticker match up with the title Respondent received from the auction. Respondent is unsure as to why Complainant continues to harass them with this claim but states they have never been a customer. Counsel does not find any evidence to support the allegations and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**38. 2024054481 (ES)**

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

**First Licensed: 06/29/2017**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with letter of warning for failure to reasonably supervise salesperson(s). 2022 – One complaint closed with \$1,000 agreed citation for expired county business license, failure to maintain regular business hours, and possession of open title(s).**

Complainant alleges Respondent, a licensed motor vehicle dealer, is using their home address in some way. Complainant states they received an auto declaration insurance policy in June of 2024 which listed them as the dealership owner's wife. Respondent states Complainant has been misdirected by the agencies they called to look into these allegations. Respondent believes the agencies looked up licensed dealers in the state and chose their dealership because their name matches with the first name of the person on the insurance policy listed as the husband of Complainant. Respondent has spoken with Complainant who refused to provide their address so Respondent could assist and prove that they were not using Complainant's address. Respondent's dealership address does not match Complainant's address. There is no evidence to support the allegations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**39. 2024061891 (ES)**

**Date Complaint Opened: 11/04/2024**

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

**Expiration: 10/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2024 – One complaint issued a consent order with \$500 civil penalty for failure to pay off a trade-in vehicle in a timely manner.**

Complainant visited Respondent's dealership and test drove a 2023 truck. Complainant loved the truck and once they agreed on financing, Respondent provided a Carfax report which showed a recall on a multi module update. Complainant alleges there was another, more serious recall that was not shown and was not disclosed by Respondent regarding a safety recall that led to a No Sale/No Trade order in February 2024 from the manufacturer. Complainant argues Respondent had a duty under TCA 55-29-103 to provide them with a recall database report and obtain their signature. Respondent contacted Complainant after the complaint was filed, performed the recall, and states the Complainant was satisfied. Counsel recommends a \$1,000 civil penalty for failure to provide recall database report.

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

**Commission Decision: Concur**

**40. 2024063731 (ES)**

**Date Complaint Opened: 12/01/2024**

**First Licensed: 08/03/2023**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant filed a complaint against Respondent regarding a vehicle sold to Complainant's son. Complainant makes a lot of allegations against Respondent but does not provide proof or evidence to support any of the allegations. Complainant alleges Respondent broke the law by selling a vehicle to their son without obtaining proof of a valid driver's license, accepting a \$3,500 down payment but not obtaining proof of valid full coverage insurance, and illegally entering a locked garage to repossess a vehicle. Complainant further claims Respondent called an insurance company and cancelled the policy on behalf of the purchaser of the vehicle at issue. Respondent claims Complainant is harassing them and is demanding money be refunded to them to stop filing complaints. Respondent states they are not able to provide confidential information to Complainant as they continue to demand because they did not purchase the vehicle. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**41. 2024065471 (ES)**

**Date Complaint Opened: 11/25/2024**

**First Licensed: 06/19/2015**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent has refused to complete warranty work on their vehicle. Complainant alleges their daughter brought the vehicle to Respondent on 10/3/24 and they have repeatedly been told the vehicle would be ready "next week," but it has been 7 weeks, and it is not complete. Complainant believes Respondent is intentionally putting off the work because the manufacturer's reimbursement rate is lower than what they normally charge. Respondent states the vehicle was picked up 3 days after the complaint was filed with all warranty work completed. Respondent states the vehicle came to them with significant multilayer electronic problems and it has become increasingly more difficult to trace wiring issues like the ones the vehicle was experiencing. Respondent provided more detail regarding the issues and noted it did take 70 days to complete all diagnostics and repair work but believes this was fair considering some parts were backordered, like the wiring harness. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**42. 2024061411 (ES)**

**Date Complaint Opened: 11/15/2024**

**First Licensed: 09/20/2022**

**Expiration: 08/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges they were not informed of specific frame damage which they claim has made the vehicle unsafe to drive. Complainant does admit Respondent informed them it had been wrecked and had a rebuilt title prior to purchase. Respondent states they had no prior knowledge of any frame damage issues and Complainant test drove the vehicle for over 30 minutes and had an opportunity to allow a mechanic to inspect it prior to purchase. Complainant signed the proper Disclosure form and purchased the vehicle as-is, without warranty. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**43. 2024061901 (ES)**

**Date Complaint Opened: 11/19/2024**

**First Licensed: 08/11/2016**

**Expiration: 07/31/2024 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$1,000 civil penalty for selling a salvage vehicle before obtaining a rebuilt title. 2024 – One complaint closed with letter of warning for failure to respond to the Commission’s request for a response to a complaint. 2024 – One complaint closed and flagged for failure to register vehicles prior to closing dealership.**

Complainant purchased a used vehicle from Respondent in April of 2024 prior to the dealership closing and alleges they have not received the title. The surety bond information has been sent to Complainant and Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur**

**44. 2024062561 (ES)**

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

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and alleges title issues as well as unlicensed activity. Respondent is an unlicensed individual residing in Tennessee. An inspection was conducted. Respondent cooperated with the investigation and stated they are aware they can only sell 5 vehicles per calendar year without a license. There is no proof Respondent has sold any more than this single vehicle and Respondent offered to refund Complainant because of the title issue if Complainant returned the vehicle. Complainant had taken the vehicle's body and put it with another engine, which their daughter then totaled. When Complainant tried to file an insurance claim, they were informed the vehicle had a duplicate title. Respondent states there has never been another title for the vehicle. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**45. 2024062641 (ES)**

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

**First Licensed:** 08/23/2007

**Expiration:** 07/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent on 3/3/24 and alleges the A/C stopped working within the first week and the battery failed a month later, but Respondent refused to repair these things. Complainant alleges the vehicle is jerking when accelerating after only 7,000 miles being put on it and Respondent continues to refuse assistance. Respondent sold the vehicle as-is, with a 90 day/3k powertrain only warranty and notes they did assist with the A/C soon after purchase. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**46. 2024063911 (ES)**

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

**First Licensed:** 10/25/2018

**Expiration:** 10/31/2026

**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). One complaint closed with \$250 agreed citation for failure to maintain county/city business license(s).

Complainant is a resident of North Carolina who purchased a used vehicle from Respondent and alleges they were charged for a warranty they declined to purchase. Complainant alleges they brought it to the attention of the person completing the sale and it was misrepresented to be part of the financing paperwork. Complainant believes Respondent scammed them to include a warranty they clearly did not want. Respondent states this was an error and once it was brought to their attention, they refunded Complainant for the warranty amount. Respondent states they do

not take errors like this lightly and have since added additional back-stops in their process to make sure this does not happen again. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**47. 2024066081 (ES)**

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

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

**Expiration:** 08/31/2026

**License Type:** Motor Vehicle Dealer

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

Complainant is a resident of Alabama who contacted Respondent about the purchase of a used vehicle after seeing it advertised online. Complainant alleges Respondent sent them an invoice with a higher price than what was advertised. Complainant was told the additional cost included theft protection, nitrogen, LoJack, and wheel lock. Complainant asked if these were legal and mandatory costs and was told they were legal and mandatory costs. Respondent states they are 100% aware that dealer-added options are not mandatory, and the salesperson should have offered Complainant the opportunity to find a similar vehicle without such installed options. Respondent agrees that the statement made by the salesperson is false and they should have stated the vehicle already had these options installed and they could not be removed. Respondent states they will do a better job in training their staff and communicating with consumers and admitted the salesperson was new and it was Respondent's failure that the salesperson delivered this message incorrectly. However, based on the screenshot of the advertised price and the printed price quote, it still appears the additional costs were not included in the price of the vehicle online. Counsel recommends issuing a \$500 civil penalty for this advertising violation.

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

**Commission Decision:** Concur

**48. 2025000571 (ES)**

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

**First Licensed:** 01/06/2023

**Expiration:** 10/31/2026

**License Type:** Motor Vehicle Dealer

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

A Notice of Violation was issued to Respondent during an annual inspection on 12/26/24 for having an expired dealer license and selling at least 10 vehicles prior to renewal. Counsel recommends issuing a \$1,000 civil penalty per vehicle sold for a total civil penalty of \$10,000 per recent standard policy.

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

**Commission Decision: Concur**

**49. 2024049321 (ES)**

**Date Complaint Opened: 09/04/2024**

**First Licensed: 03/10/2021**

**Expiration: 02/28/2025 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant is a licensed motor vehicle dealer in Tennessee who filed this complaint in order to obtain the surety bond information for Respondent. Respondent is a closed dealer who Complainant had done business with in the past. More specifically, Complainant had met Respondent's owner at an auction and Respondent agreed to repair inoperable vehicles so they could later be sold. Complainant alleges theft by Respondent. Complainant and Respondent are now involved in a civil suit. The surety bond information has been provided to Complainant and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**50. 2024047221 (ES)**

**2024050311**

**Date Complaint Opened: 08/26/2024, 09/10/2024**

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

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

**2024047221**

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**

**2024050311**

Complainant purchased a used vehicle from Respondent in August of 2022 and recently attempted to trade in the vehicle. Complainant alleges the vehicle was in a major accident with frame damage and claims Respondent should have informed them. Respondent did provide Complainant with a Carfax report at the time of sale. Further, Respondent states they did disclose prior structural damage and gave the relevant notice form to Complainant. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**51. 2024048241 (ES)**

**Date Complaint Opened:** 08/29/2024

**First Licensed:** 08/06/2001

**Expiration:** 07/31/2025

**License Type:** Motor Vehicle Dealer

**History (5 yrs.):** 2019 – One complaint closed with letter of warning for failure to deliver title. One complaint closed with \$1,000 civil penalty for failure to deliver tags. 2020 – One complaint closed with letter of warning for selling vehicles with known safety issues. 2021 – three complaints closed with letter of warning for late delivery of titles.

Complainant is a resident of Missouri who purchased a used vehicle from Respondent on 5/18/24 and alleges they had not received their title as of 8/29/24. Respondent states that Complainant did not tell them where to send the title to which caused confusion because they are out of state. Once they knew there was an issue, Respondent made sure the registration paperwork arrived at the correct Missouri clerk's office and it was received in September. Respondent further states they now use a third-party company to handle all titling and registration for out-of-state deals so there is no confusion or delay in the future. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**52. 2024054271 (ES)**

**Date Complaint Opened:** 10/01/2024

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

**Expiration:** 08/31/2025

**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 purchased a used vehicle from Respondent on 4/13/24 and alleges they had not received their registration as of 10/1/24. Respondent provided two temp tags during this delay. Respondent states that there were issues with the paperwork caused by Complainant and their co-signer, and if the Complainant would have properly signed all required documents, the vehicle would have been registered much earlier. Respondent noticed there were issues in early June and

sent a new set of documents for signature to Complainant on 6/14/24 and did not get them back until 7/10/24. Unfortunately, signatures were still missing, and Respondent had to send another new set of documents to Complainant which they did not receive back until September. The clerk's office issued the registration at the end of October 2024. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**53. 2024049131 (ES)**

**Date Complaint Opened:** 09/04/2024

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

**Expiration:** 06/30/2025

**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 purchased a used vehicle from Respondent on 6/15/24 and it came with a 6 month/6k extended warranty. The vehicle had to be repaired several times after purchase but when Complainant took it on a long road trip, they noticed transmission issues, brake problems and issues with the cooling/heated seats. These were some of the issues that had already been dealt with under warranty. The vehicle is back with Respondent for repairs and Complainant notes they have only had it in their possession for a total of 3 weeks since purchase because of all of the problems. This matter had also been filed with the AG's Office/Consumer Affairs and it was successfully mediated to the Complainant's satisfaction after it was referred to our department. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur

**54. 2024050941 (ES)**

**Date Complaint Opened:** 09/12/2024

**First Licensed:** 07/15/2022

**Expiration:** 06/30/2026

**License Type:** Motor Vehicle Dealer

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

Complainant is a resident of Kansas who purchased a used vehicle from Respondent on 6/19/24 and alleges it has had some issues and needed a transmission flush after purchase. Complainant alleges Respondent did a transmission flush in April 2024 because of engine shudders, which is why Complainant had to have one, but Respondent did not disclose the problem prior to purchase. Respondent communicated with Complainant and as an act of goodwill, has refunded the amount for the transmission flush. Any additional serious issues will be covered under the manufacturer's factory warranty. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision: Concur**

**55. 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**

**56. 2024068521 (ES)**

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

**First Licensed: 06/13/2024**

**Expiration: 03/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle and believed it to have 51,493 miles on it. Respondent then informed Complainant 2024062641 there was a clerical error and that was not the actual mileage of the vehicle. Respondent contacted the antitheft division, had the title corrected, and took the vehicle back. Respondent provided a full refund to Complainant. Complainant has since informed the Commission that this matter has been resolved. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur**

**57. 2024032841 (TH)**

**2024032811**

**Date Complaint Opened: 06/11/2024**

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

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$250 civil penalty for engaging in false, fraudulent, or deceptive practice(s).**

**2024032841:**

Complainant alleges Respondent was fraudulent in the process of effectuating the sale. Specifically, Complainant alleges there was a suspicious Three Thousand Dollars (\$3,000.00) fee.

Based on Respondent's answer to the complaint, it appears the Three Thousand Dollars (\$3,000.00) payment was a down payment. Respondent provided a "deal summary" which lists Complainant's Three Thousand Dollars (\$3,000.00) payment as a down payment with a final financed amount of Sixteen Thousand Seven Hundred and Twenty-Four Dollars (\$16,724.00).

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

**Recommendation: Close.**

**Commission Decision: Concur**

**2024032811:**

Purchased vehicle on June 5, 2023. Complainant states their main issue is with the advertising of the vehicles. Complainant advises they are a senior citizen and believe they were taken advantage of. Complainant further explains after the purchase the vehicle required new tires and the bumper came loose on the vehicle.

Respondent's website includes the following disclaimer: "WITH EVERY PURCHASE YOU RECEIVE FREE CARFAX REPORT, 3 YEARS SERVICE PLAN, 6 MONTHS WARRANTY, 160 MULTI-POINT INSPECTION." However, it appears only the Carfax report is free, and the remaining items are paid for by the customer with a Nine Hundred and Ninety-Five Dollar (\$995.00) Certification Fee.

Respondent's use of the term "free" with a purchase requirement in their aforementioned advertisement disclaimer is in violation of the Commission's advertisement rules (Tenn. Comp. R. & Regs. 0960-01-.12). Further, Respondent is in violation of § 55-17-114(b)(1)(E) ("Conspicuous Fees") for their charge of an "Certification Fee." As such, Counsel recommends authorizing assessing a One Thousand Dollar (\$1,000.00) civil penalty.

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

**Commission Decision: Concur**

**58. 2024041141 (TH)**

**Date Complaint Opened: 07/23/2024**

**First Licensed: 06/08/2018**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent advertising the vehicle as “Certified Pre-Owned.” Complainant alleges, however, they do not believe the vehicle is a true “Certified Pre-Owned” vehicle nor do they believe it was inspected prior to the sale.

Respondent states they take pride in doing what is best for customers, and followed the guidelines and requirements set forth by the manufacturer to sell a “Certified Pre-Owned” vehicle. Respondent states the vehicle underwent a one hundred and sixty-seven (167) point inspection, and that they spent over Two Thousand Dollars (\$2,000.00) in reconditioning the vehicle prior to the sale. Respondent contends immediately upon receiving the complaint they attempted to contact Complainant but have not received any correspondence back.

Counsel recommends closure as there was no evidence provided of any violation by Respondent of the Commission’s rules and regulations.

**Recommendation: Close.**

**Commission Decision: Concur**

**59. 2024042951 (TH)**

**Date Complaint Opened: 07/31/2024**

**First Licensed: 07/28/2006**

**Expiration: 07/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is refusing to make repairs on their vehicle. Specifically, Complainant is alleging the repair should be covered by a recall.

Respondent advises the vehicle was not purchased from their dealership by Complainant. Furthermore, Respondent explains Complainant is also not the original owner of the vehicle. Respondent states when Complainant purchased the vehicle it did not have a remaining factory warranty. Respondent explains the repair request was denied by the manufacturer because the vehicle was not currently under warranty and was purchased by Complainant outside of warranty. Respondent states there is no warranty extension or recall existed that would cover the needed repair.

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

**Recommendation: Close.**

**Commission Decision: Concur**

**60. 2024044871 (TH)**

**Date Complaint Opened: 08/09/2024**

**First Licensed: 07/14/2015**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent conducted an unauthorized hard inquiry on Complainant's credit report without explicit consent. Complainant contends the unauthorized action is a violation of both State and Federal consumer protection including the "Fair Credit Reporting Act (FCRA)."

Respondent explains Complainant came in to look at different vehicles, and after test driving numerous ones, Complainant settled on two (2) vehicles to look at further. Respondent states it was explained to Complainant that in order to provide the most accurate quotes on the vehicles, Respondent would need to check Complainant's credit. Respondent advises Complainant then provided their information for the credit check. Respondent explains they did not submit Complainant to any banks for approval because Complainant did not decide on a vehicle. Respondent apologizes for any inconvenience and states they are committed to protecting customers' privacy.

Counsel recommends closure as there was no evidence provided of any violation by Respondent of the Commission's rules and regulations.

**Recommendation: Close.**

**Commission Decision: Concur**

**61. 2024045361 (TH)**

**2024061781**

**Date Complaint Opened: 08/14/2024, 11/04/2024**

**First Licensed: 12/04/2000**

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$250 civil penalty for failure to respond to the Commission's request for a response to a complaint.**

**2024045361:**

Complainant explains Respondent has not provided their title for a vehicle they purchased in October 2023.

Respondent explains they have been unable to obtain the title from the dealer they purchased the vehicle from prior to selling it to Complainant. Respondent states they are expecting to receive the title shortly and will provide it to Complainant once it has been received.

Counsel recommends assessing a Five Thousand Dollar (\$5,000.00) civil penalty for Respondent's extreme delay in providing Complainant the title. Additionally, Counsel recommends opening a secondary complaint against the originating dealer who has been delayed in providing the title to Respondent and referring the matter to the Tennessee Department of Revenue.

**Recommendation: Counsel recommends assessing a Five Thousand Dollar (\$5,000.00) civil penalty. Additionally, Counsel recommends opening a secondary complaint against the**

originating dealer who has been delayed in providing the title to Respondent and referring the matter to the Tennessee Department of Revenue.

**Commission Decision: Concur**

**2024061781:**

Complainant states they was a delay in obtaining their permanent plate from Respondent. Respondent states the metal has come in and been provided to Complainant. Respondent states Complainant was given two (2) temporary tags during the waiting period.

**Recommendation: Close.**

**Commission Decision: Concur**

**62. 2024046341 (TH)**

**Date Complaint Opened: 08/20/2024**

**First Licensed: 08/14/2013**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

During an annual inspection, an inspector documented six (6) sales which occurred while there was not a licensed salesperson employed. Respondent states they hired two (2) new employees, one to be a General Sales Manager/Salesperson and one to operate solely as a Salesperson. Respondent explains both employees were coming from a different dealership and Respondent was under the belief that their licenses came with them. Respondent states once they were informed by the inspector that the employee's licenses do not automatically transfer, they immediately applied for licensure with the Commission. According to our records both employees have been properly licensed with the Commission.

Counsel recommends assessing a Six Thousand Dollar (\$6,000.00) civil penalty for unlicensed activity. The civil penalty is based on One Thousand Dollars (\$1,000.00) per six (6) vehicles sold while Respondent was operating without a licensed salesperson.

**Recommendation: Authorize assessing a Six Thousand Dollar (\$6,000.00) civil penalty for unlicensed activity.**

**Commission Decision: Concur**

**63. 2024047881 (TH)**

**Date Complaint Opened: 08/27/2024**

**First Licensed: 08/18/2015**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant is alleging Respondent is charging customers illegal interest rates. After review, Counsel believes this matter falls under the jurisdiction of the Tennessee Department of Financial Institutions. As such, Counsel recommends closing this complaint, and referring the matter to the Department of Financial Institutions.

**Recommendation:** Close and refer the matter to the Tennessee Department of Financial Institutions.

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

**64. 2024041771 (TH)**

**Date Complaint Opened:** 07/25/2024

**First Licensed:** 06/13/2014

**Expiration:** 06/30/2024 (Expired)

**License Type:** Motor Vehicle Dealer

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

Complainant purchased a vehicle from Respondent on June 15, 2024, and alleges a delay in obtaining their title. However, Complainant advised they have since received their title and has registered their vehicle as of July 27, 2024. Further, it has been confirmed by an investigator that Respondent is no longer operating and new unrelated business is now open at that location. As such, Counsel recommends closure.

**Recommendation:** Close.

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

**65. 2024042151 (TH)**

**Date Complaint Opened:** 07/29/2024

**First Licensed:** 12/04/2023

**Expiration:** 12/31/2025

**License Type:** Motor Vehicle Dealer

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

Complainant states they purchased a vehicle from Respondent on May 30, 2024. Complainant advises Respondent has been unable to provide the vehicle's title and registration paperwork. However, Complainant has subsequently informed Counsel the matter has been resolved and Respondent has put Complainant into a new vehicle.

Nevertheless, Respondent failed to answer the complaint. Respondent failed to answer Counsel's request for response sent via email on September 9, 2024. Respondent explained to an inspector the email address associated with Respondent is for a previous employee. Respondent advised they will update the email in their profile. The response request was sent via certified mail; however, the delivery was not signed for. As such, Counsel recommends closing this matter with a Letter of Warning reminding Respondent of their duty to answer the Commission.

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

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

**66. 2024046601 (TH)**

**Date Complaint Opened: 08/21/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This is a duplicate complaint of a matter that was discussed on the April 23, 2024. The matter was closed with a Letter of Warning.

Counsel recommends closure.

**Recommendation:** Close.

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

**67. 2024045171 (TH)**

**Date Complaint Opened: 08/13/2024**

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

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for advertising violation. One complaint closed with letter of warning for failure to properly supervise employees.**

Complainant alleges Respondent was untimely in providing Complainant's registration documentation.

Respondent explains there was a delay in getting the registration information for Complainant's vehicle to North Carolina due to needing another copy of Complainant's license and insurance documentation. However, Respondent states their third-party company that handles customer's registration has advised the paperwork has been sent to the appropriate Clerk's Office for completion.

Counsel recommends closing this matter with a Letter of Warning reminding Respondent of their duty to timely issue customer's registration documentation.

**Recommendation:** Letter of Warning reminding Respondent of their duty to timely issue customer's registration documentation.

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

**68. 2024051801 (TH)**

**Date Complaint Opened: 09/18/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to provide title and registration documentation. However, the investigator was unable to contact Complainant during an investigation, and did not observe any unlicensed activity on behalf of Respondent. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**69. 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**

**70. 2024048541 (TH)**

**Date Complaint Opened: 08/30/2024**

**First Licensed: 06/19/1998**

**Expiration: 09/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges the vehicle they purchased from Respondent had the wrong “lug nuts” on all four (4) of the vehicle’s tires. Complainant states this has caused irreparable damage to the vehicle’s tires, and believes Respondent is responsible for the mistake. Complainant states they do not believe anyone else has touched the tires since the vehicle was under Respondent’s care.

Respondent states since purchase Complainant has gone to two (2) different service locations for oil changes and alleges a separate location as well for tire service. Respondent further explains that based on their research the vehicle has had minor damage since purchase. Respondent states

Complainant has driven over fourteen thousand (14,000) miles since purchase more than fourteen (14) months ago and they cannot account for the changes to vehicle that have occurred during that time frame.

As there is no evidence of Respondent knowingly committing any violation, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**71. 2024051761 (TH)**

**Date Complaint Opened: 09/10/2024**

**First Licensed: 01/06/2005**

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant states they failed to receive their title after purchasing their lease from Respondent.

Respondent states when Complainant purchased the vehicle at the end of the lease, they had mailed title and the necessary paperwork for Complainant to register the vehicle in Complainant's name. Respondent states over three (3) years later Complainant reached out expressing they never received the title mailed previously. Respondent explains accordingly they filed for a replacement title. Respondent states once they received the replacement title there was a mistake that caused a slight delay in getting it mailed, however, it has since be sent to Complainant.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**72. 2024051281 (TH)**

**Date Complaint Opened: 09/13/2024**

**First Licensed: 08/05/2011**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

The complaint alleges Respondent has failed to provided Complainant's vehicle registration and permanent tag. Complainant

Respondent explains the registration information was provided to the relevant Clerks Office, who was holding onto the documentation. Respondent states, however, Complainant failed to provide the Clerks' Office with the required information to get the vehicle registered. Respondent contends they made multiple attempts to aid Complainant in getting the vehicle registered, but

did not receive a response from Complainant. Respondent explains further the vehicle has since been repossessed due to payment failure.

Counsel recommends closure, as there was no evidence provided to establish a violation by Respondent of the Commission's rules and regulations.

**Recommendation: Close.**

**Commission Decision: Concur**

**73. 2024058801 (TH)**

**Date Complaint Opened: 10/30/2024**

**First Licensed: 06/16/2010**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for unlicensed activity. 2021 – One complaint closed with letter of instruction for failure to disclose fees in advertised price of vehicles.**

Complainant alleges Respondent is failing to timely repair Complainant's vehicle. Further, Complainant alleges Respondent is also failing to be clear on who is responsible for paying for the repairs required.

Respondent explains they provide warranties with each of their vehicles, and have been attempting to work with Complainant. Respondent states there was a recommendation for a replacement of the vehicle's throttle body, oil separator, and positive crankcase ventilation valve. However, Respondent explains the claim was denied as the repairs fell under "non-covered components." Respondent states in a gesture of goodwill, they nevertheless offered to assist Complainant with the costs of the repairs. Respondent advises since receiving this complaint they have made attempts to contact Complainant but have been unsuccessful, and state they would be willing to review invoices for any rental or rideshare costs for any applicable offers of reimbursement.

Counsel recommends closure, as there was no evidence provided to establish a violation by Respondent of the Commission's rules and regulations.

**Recommendation: Close.**

**Commission Decision: Concur**

**74. 2024050601 (TH)**

**Date Complaint Opened: 09/11/2024**

**First Licensed: 12/28/2023**

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent closed prior to providing their vehicle's title. However, Complainant has since received their title. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**75. 2024048611 (TH)**

**Date Complaint Opened: 08/30/2024**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is operating an unlicensed dealership.

Respondent explains they had four (4) vehicles they were selling on consignment agreements only, but have since removed all vehicles from their property. Respondent states they are no longer selling the vehicles on consignment. Respondent advises they have not sold any vehicles, and are the in the process of starting a licensed dealership. Respondent alleges this complaint was filed as a personal attack by a previous employer. Respondent does have a web address, but does not have any vehicles listed for sale on the website. Respondent advises this was in preparation of starting a dealership.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**76. 2024050931 (TH)**

**Date Complaint Opened: 09/04/2024**

**First Licensed: 09/23/2013**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant explains they have experienced difficulty registering their vehicle.

Respondent states Complainant requested for the paperwork to be sent to a City Office. Respondent advises they have confirmed with the relevant City Office that the tag and title paperwork were received. However, Respondent explains the City Office is waiting for Complainant to come in to complete the tag and title documentation and to bring an inspection form in. Respondent provided the relevant tracking number and delivery information for the documentation.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**77. 2024050991 (TH)**

**Date Complaint Opened: 09/04/2024**

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

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant explains they initiated this complaint due to Respondent failing to prioritize their required repair. However, Complainant has informed Counsel that the necessary repairs have been completed and the matter has been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**78. 2024052471 (TH)**

**Date Complaint Opened: 09/20/2024**

**First Licensed: 05/15/2017**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they were overcharged for a vehicle by Respondent. Complainant is alleging fraud.

Respondent explains the vehicle was purchased over two (2) years ago. Respondent states Complainant was explained the pricing and terms at the time the contract was made, and have not heard from Complainant since the time of purchase. Respondent states the vehicle was sold for under market-value, and approved by the financing company. Respondent alleges the finance company has informed Respondent that Complainant has failed to make any payments on the vehicle.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**79. 2024054461 (TH)**

**Date Complaint Opened: 09/20/2024**

**First Licensed: 09/04/2018**

**Expiration: 09/30/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with \$500 agreed citation for employing an unlicensed salesperson**

Complainant alleges Respondent failed to inform them the vehicle they purchased should have a branded title. Complainant states the vehicle required repairs after purchase.

Respondent explains the vehicle was not required to have branded title based on the previous damage that occurred. Respondent provided documentation from Progressive stating the vehicle would maintain a clean title based on Tennessee law. Further, Respondent also provided a copy of the vehicle's clean title. This matter was additionally investigated by the Department of Consumer Affairs, and closed out for lack of evidence of a violation.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**80. 2024056551 (TH)**

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

**First Licensed: 09/11/2018**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

According to our review, Respondent only has one salesperson. However, during an inspection on October 3, 2024, it was discovered the salesperson license expired on August 31, 2023. During the time the salesperson license was expired they sold six (6) vehicles.

Counsel recommends assessing a Six Thousand Dollar (\$6,000.00) civil penalty for unlicensed activity. The civil penalty is based on One Thousand Dollars (\$1,000.00) per six (6) vehicles sold while Respondent was operating without a licensed salesperson.

**Recommendation: Authorize assessing a Six Thousand Dollar (\$6,000.00) civil penalty for unlicensed activity.**

**Commission Decision: Concur**

**81. 2024050821 (TH)**

**Date Complaint Opened: 09/12/2024**

**First Licensed: 11/06/2020**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2024 – One complaint closed with letter of warning for late delivery of title.**

Complainant is a financing company. Complainant states Respondent has failed to properly list Complainant as a lienholder.

Respondent explains the wrong address for the lienholder was initially provided. Respondent states, as such, there was a delay in receiving the title back to correct the address. However, Respondent confirms the documentation has since been updated to reflect the correct address.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**82. 2024051141 (TH)**

**Date Complaint Opened: 09/12/2024**

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

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with letter of warning for advertising violation(s).**

Complainant alleges a delay in receiving their title from Respondent. Counsel has attempted to contact Complainant for an update on the status of receiving the title. However, Complainant has failed to respond to Counsel's requests; as such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**83. 2024048691 (TH)**

**2024054811**

**Date Complaint Opened: 09/03/2024, 10/06/2024**

**First Licensed: 02/14/2024**

**Expiration: 01/31/2026**

**License Type: Motor Vehicle Dealer**

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

**2024048691:**

After reviewing the complaint Counsel believes this matter appears to be of criminal nature. Specifically, the complaint alleges multiple illegal actions that are outside of the jurisdiction of the Commission. As such, Counsel recommends closing this complaint and referring the matter to the appropriate District Attorney's Office.

**Recommendation: Close and refer to the appropriate District Attorney's Office.**

**Commission Decision: Concur**

**2024054811:**

Complainant alleges Respondent failed to deliver the vehicle after payment. Respondent explains Complainant cancelled the PayPal payment for the vehicle prior the vehicle being shipped. Respondent provided documentation showing the payment was cancelled by the customer via PayPal. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**84. 2024051781 (TH)**

**Date Complaint Opened: 09/05/2024**

**First Licensed: 02/16/2005**

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle in cash from Respondent. However, Complainant explains they have not received their title and their second temporary tag is coming up on expiration.

Respondent provided documentation establishing that the title has been delivered to Complainant. Respondent apologies for the delay, and explains the dealership has made changes in personal and internal processes in an effort to assure that this type of scenario does not occur again. Respondent states that they take this very seriously and believe the internal efforts will make for a better customer experience.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**85. 2024052581 (TH)**

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

**First Licensed: 09/11/2012**

**Expiration: 08/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for odometer tampering. 2023 – One complaint closed with \$1,750 agreed citation for expired city business license, failure to maintain customer parking, and possession of open titles.**

After review by Counsel, this matter appears to be a contractual issue between Respondent and Complainant pertaining to the terms of agreement, as well as payments required. As such, this matter appears to be out of the Commission's jurisdiction and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**86. 2024055391 (TH)**

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

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

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – one complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s). 2021 – Two complaints closed with letter of warning for late delivery of title. 2023 – One complaint closed with letter of warning for failure to respond to the Board's request for a response to a complaint. 2024 – One complaint closed with letter of instruction for advertising violation. 2024 – Two complaints closed with letter of instruction for engaging in false, fraudulent, or deceptive practice(s).**

Complainant states Respondent has been delayed in issuing the vehicle's title and registration information.

Respondent states at the time of the transaction, they had not yet received the Manufacturer's Statement of Origin ("MSO") for the vehicle, which resulted in a delay in the issuance of the permanent license plate. Respondent states upon the receipt of the MSO they submitted the transfer paperwork to the Department of Motor Vehicles ("DMV"). Subsequently, Respondent explains the DMV requested additional information, at which time they coordinated with Complainant to provide the required documentation. However, Respondent advises the DMV clerk rejected the submission, requiring Respondent to apply for a new tag. Respondent explains they were in contact with Complainant throughout the entire process, and that Complainant was within the temporary tag period during the delay. Respondent explains, after a brief delay caused by Hurricane Milton as Respondent's corporate office is in Orlando Florida, the vehicle was registered, and a permanent tag was provided to Respondent on October 24, 2024. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**87. 2024054401 (TH)**

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

**First Licensed: 02/05/2009**

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$500 agreed citation for failure to maintain county/city business license(s).**

During a routine annual inspection on September 12, 2024, at Respondent's location an inspector discovered the only salesperson listed at that location was operating on an expired license. In a follow-up investigation, Respondent indicated they renewed their dealer's license. A record check through CORE verified a renewed dealer license. A search of the on-line vehicle registration (EZ Tag) verified there were no on-line vehicle registrations during the expired grace-period.

Respondent provided the following documents: Surety Bond dated 12/31/24 – 12/31/26; State of Tennessee Salesman License- Expiration: 09/30/26; County Business Tax License Expiration: 05/25; Tennessee State Sales and Use Tax License.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of the rules and regulations pertaining to unlicensed activity.

**Recommendation: Letter of Instruction reminding Respondent of the rules and regulations pertaining to unlicensed activity.**

**Commission Decision: Concur**

**88. 2024055171 (TH)**

**Date Complaint Opened: 10/08/2024**

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

**Expiration: 02/28/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant states the vehicle sold to them by Respondent has had a multitude of issues since the time of purchase. Complainant alleges, as such, Respondent was fraudulent in selling the vehicle to Complainant. However, Respondent advises the vehicle was sold “As-Is,” and provided the Complainant signed documentation. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**89. 2024057631 (TH)**

**Date Complaint Opened: 10/09/2024**

**First Licensed: 05/21/2019**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$750 consent order for advertising violation.**

Complainant alleges a vehicle they purchased from Respondent needed a new engine shortly after purchase.

Respondent alleges once learning of an issue Complainant’s spouse decided to make the repair instead of bringing the vehicle to an approved location. Respondent states that while they are responsible for any repairs made by them prior the vehicle’s sale, they do not feel responsible for any issues or repairs made after the sale of the vehicle. Respondent specifically points to the fact that the vehicle had been driven two thousand six hundred (2,600) miles since purchase and has had repairs done by someone who is not one of their certified technicians.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**90. 2024055301 (TH)**

**Date Complaint Opened: 10/09/2024**

**First Licensed: 05/06/2014**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant explains they purchased a used vehicle from Respondent with a twelve (12)-month bumper to bumper Platinum Plan warranty which they contend explicitly states that electrical and anti-theft systems are covered. Complainant alleges the vehicle's alarm went off over ten (10) times within the first twenty-one (21) hours of owning it, including throughout the middle of the night. Complainant states this has continued to happen, and Respondent has told them they cannot duplicate the problem in order to diagnose or fix it. Eventually, Respondent took the vehicle home, and the alarm went off overnight. Respondent took off an after-market product from the vehicle and stated it was fixed.

However, Complainant states the vehicle continued to experience the problem and explains Respondent has offered to buy back the vehicle for less than they paid for it. Respondent states they have diligently worked to assist Complainant but argues it was an "As-Is" purchase with all faults, and no additional extended service contracts for mechanical coverage were purchased. The contractual obligations on the warranties are solely between Complainant and the providers of the warranties, not with Respondent.

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

**Recommendation: Close.**

**Commission Decision: Concur**

**91. 2024055611 (TH)**

**Date Complaint Opened: 10/11/2024**

**First Licensed: 07/01/2020**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges the vehicle they purchased from Respondent was overpriced. Specifically, Complainant states they purchased the vehicle for around Twenty-Thousand (\$20,000.00) Dollars, and that Kelly Bluebook now has it valued at Seven Thousand (\$7,000.00) Dollars.

Respondent states Complainant was sold the vehicle at the market price based on the JD Power assessment for that time frame, mileage, and vehicle condition. Respondent explains they are not able to determine the current value of the vehicle approximately one (1) year and three (3) months after purchase without knowing the current specific condition and mileage of the vehicle.

Counsel recommends closure as there does not appear to be any violations of the Motor Vehicle Commission's rules and regulations. Further, this appears to be a contractual dispute which is outside the jurisdiction of the Commission.

**Recommendation: Close.**

**Commission Decision: Concur**

**92. 2024055621 (TH)**

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

**First Licensed: 06/05/2014**

**Expiration: 04/30/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practices. 2023 – One complaint closed with letter of warning for failure to respond to the Commission's request for a response to a complaint.**

After review by Counsel, this matter appears to be a contractual issue between Respondent and Complainant pertaining to a vehicle repair agreement, as well as the satisfaction of the aforementioned agreement. As such, this matter appears to be outside of the Commission's jurisdiction and Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**93. 2024055991 (TH)**

**2024057421**

**Date Complaint Opened: 10/16/2024, 10/23/2024**

**First Licensed: 07/15/2022**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

**2024055991:**

Complainant alleges Respondent did not properly represent the vehicle at the time of sale.

Respondent advises the vehicle was sold one (1) year and four (4) months prior to the complaint. Further, Respondent explains since the time of sale the vehicle has driven approximately thirty-two thousand six hundred (32,600) miles. Respondent states the vehicle underwent an inspection and certification prior to the sale to Complainant. Respondent contends they cannot assess the

extent of conditions the vehicle has been subjected to during the time between the sale and the complaint.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**2024057421:**

Complainant alleges Respondent forged their signature on insurance documents. Complainant alleges after a loaner vehicle from Respondent was damaged Respondent forged their signature on an agreement to obtain the insurance payment.

Respondent denies the allegations, and explains they provided the insurance company with all of the documents they had on file for Complainant. Respondent explains their insurance company is not seeking payment from Complainant and has determined Complainant is not responsible for the totaled vehicle. Respondent states the claim has been satisfied.

Counsel recommends closing this complaint and referring this matter to the relevant District Attorney's office for further investigation into the forgery allegations.

**Recommendation: Close and refer to the relevant District Attorney's office for further investigation into the forgery allegations.**

**Commission Decision: Concur**

**94. 2024056991 (TH)**

**Date Complaint Opened: 10/21/2024**

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

**Expiration: 12/31/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges there was delay in obtaining their title from Respondent. However, Respondent advised Counsel the title has since been delivered to Complainant, and explained the short delay was due to the auction being delayed in providing the title to Respondent. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**95. 2024060121 (TH)**

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

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

This complaint was opened after a tip was received by a Clerk's Office. The complaint alleges Respondent is coming in to complete "title only transactions." However, the complaint notes based on how Respondent is holding the "Title Only Form" it appears Complainant may be selling the vehicles. The Clerk's Office states they have received nine (9) "Title Only Form[s]" from Respondent.

Counsel recommends issuing Respondent a Letter of Warning advising Respondent of the rules and regulations pertaining to unlicensed activity.

**Recommendation: Issuing Respondent a Letter of Warning advising Respondent of the rules and regulations pertaining to unlicensed activity.**

**Commission Decision: Concur**

**96. 2024057641 (TH)**  
**Date Complaint Opened: 10/24/2021**  
**First Licensed: 09/01/1991**  
**Expiration: 12/31/2017**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

This dealer is closed and no longer operating. As such, Counsel recommends closing and flagging this complaint, as well as referring the matter to the Tennessee Department of Revenue.

**Recommendation: Close and flag, as well as referring the matter to the Tennessee Department of Revenue.**

**Commission Decision: Concur**

**97. 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**

**98. 2024057921 (TH)**

**2024064451**

**Date Complaint Opened: 10/25/2024, 12/04/2024**

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

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

**2024057921:**

Complainant sold their vehicle to Respondent. Complainant explains Respondent failed to transfer the title from Complainant's name after the sale.

Respondent states they sold the vehicle to another customer on November 3, 2024, and submitted the DMV paperwork to process the title and registration to the new owner's name on November 12, 2024. Respondent CarMax anticipates that the title will be issued to the new owner, hence removing Complainant's name, by November 28, 2024. As such, Counsel recommends closure.

**Recommendation:** Close.

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

**2024064451:**

Complainant explains shortly after purchase they were informed by Respondent that the vehicle had a bonded title from Texas.

Respondent explains after selling the vehicle to Complainant they were informed the title could not be processed because a bonded title was issued in the State of Texas shortly after Complainant's purchase. Respondent states they offered a full refund to Complainant, but Complainant has chosen to keep the vehicle to see if the issue can be resolved. Respondent explains they have been working closely with Texas to assist in resolving the matter.

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

**Recommendation:** Close.

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

**99. 2024056291 (TH)**

**2024064741**

**Date Complaint Opened: 10/17/2024, 11/19/2024**

**First Licensed: 07/15/2022**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

**2024056291:**

Complainant explains they believe Respondent lied about the vehicle being inspected prior to selling it as the vehicle required new tires shortly after purchase. Complainant states the tires were not the original manufacturer tires, and alleges Respondent was fraudulent in the representation of the vehicle online. Complainant explains they did not see the vehicle prior to purchase as the sale was completed online.

Respondent states there was never an agreement with Complainant at the time of purchase to include new tires. Respondent explains they do not replace tires on their "Pre-Owned" vehicles unless the tread is under 5/32 to keep costs lower for customers. Respondent further explains sometimes in used vehicles the original tires are swapped for different similar tires. Respondent states Complainant was offered the opportunity to inspect and test-drive the vehicle at the time of delivery.

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

**Recommendation: Close.**

**Commission Decision: Concur**

**2024064741:**

Complainant states when picking up their vehicle from Respondent, they discovered the service department inadvertently deleted the vehicle from the DPF system prior to Complainant's purchase. However, Counsel has been advised that Respondent has traded Complainant into a new vehicle and all issues have been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**100. 2024054261 (TH)**

**2024061921**

**Date Complaint Opened: 10/01/2024, 11/01/2024**

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

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

**2024054261:**

Complainant alleges Respondent improperly ran their credit without permission.

Respondent explains a potential customer requested an online credit application listing Complainant as a co-signer. Respondent states after the request the completed an online credit check, and reached out to the potential customer and Complainant for copies of the license but did not hear back from either party. Respondent states the credit application was denied and no vehicle was purchased.

Counsel recommends closing this complaint and referring the matter to the Tennessee Department of Financial Institutions for review.

**Recommendation: Close and refer the matter to the Tennessee Department of Financial Institutions.**

**Commission Decision: Concur**

**2024061921:**

Complainant is alleging Respondent is partaking in “bait and switch” advertising tactics. Specifically, Complainant alleges Respondent failed to honor an online advertised price.

Respondent denies the allegations, and states there was a pricing error on their website. Respondent explains their third-party inventory management system, which syndicates to the Dealership's website, misaligned the data fields that list the pricing.

Counsel recommends closing this matter with a Letter of Warning pertaining to Tenn. Comp. R. & Regs. 0960-01-.12 (Advertising).

**Recommendation: Letter of Warning pertaining to Tenn. Comp. R. & Regs. 0960-01-.12 (Advertising).**

**Commission Decision: Concur**

**101. 2024057691 (TH)**

**2024059561**

**2024064911**

**Date Complaint Opened: 10/11/2024, 11/5/2024, 12/05/2024**

**First Licensed: 04/17/2024**

**Expiration: 04/30/2026**

**License Type: Motor Vehicle Dealer**

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

**2024057691:**

Complainant alleges Respondent is operating their business in an unethical manner.

Respondent states Complainant is not a former customer, rather they are a disgruntled former employee. Respondent denies the allegations and asserts Complainant has not observed any of the alleged violations.

Counsel recommends closure as there was no evidence provided of any violations by Respondent of the Commission's rules and regulations.

**Recommendation: Close.**

**Commission Decision: Concur**

**2024059561:**

Complainant alleges a delay in obtaining from their title from Respondent.

Respondent explains this matter has been resolved, and are in the process of winding down their business. Respondent states they plan to surrender their license once all their affairs are settled.

Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**2024064911:**

After Counsel reviewed this matter, it appears the main issue is based a contractual matter. Contractual matters are outside the jurisdiction of the Commission. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur**

**102. 2024057231 (TH)**

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

**First Licensed: 06/17/2002**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they did not receive their title from Respondent for a vehicle they purchased in 2013.

Respondent explains they provided the title they had on hand at the time of the sale. Respondent since learning of the issue they have been working with the Department of Revenue and the New Jersey DMV to obtain a new title. As such, Counsel recommends closing this matter. Counsel also recommends referring the complaint to the Tennessee Department of Revenue.

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

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

**103. 2024061141 (TH)**

**Date Complaint Opened: 10/30/2024**

**First Licensed: 07/06/2020**

**Expiration: 06/30/2026**

**License Type: Motor Vehicle Dealer**

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

Complainant states that while signing their lease with Respondent, they noticed some discrepancies between the advertisement and lease terms. Complainant explains they continued on with the lease and assumed the discrepancies would be resolved at a later time.

Respondent advises they have been in direct communication with Complainant, and have reached a resolution that satisfies both parties concerns. Respondent states they understand all concerns to be fully resolved, and provided documentation establishing that an agreement was made between Respondent and Complainant.

Counsel recommends closing this matter with a Letter of Instruction pertaining to Dealer's requirements pertaining to advertised offers.

**Recommendation:** Letter of Instruction.

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

**104. 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**

## RE-PRESENTATION

**105. 2023064821 (ES)**

**Date Complaint Opened: 12/21/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they purchased a vehicle which had been advertised on Facebook Marketplace from Respondent at their office in Memphis on 11/20/23. Complainant alleges Respondent failed to provide title and registration for the vehicle and provided them with a 12-day temporary tag. The vehicle allegedly stopped working the same day it was purchased. A diagnostic showed 21 codes which had been there since October 2023. Respondent does not have a dealer license. An investigation was conducted. When the investigator went to the “office” where Complainant purchased the vehicle, it appeared to be an office complex with suites. There was no evidence of Respondent’s business, or any vehicles advertised for sale. However, there was a sign displayed in the front window of a suite with another business name referring to a “wholesale auto dealer” and the same telephone number for Respondent provided by Complainant. Complainant updated the investigator to let him know they had received their title. The investigator spoke with Respondent on the phone who was not cooperative, did not provide any information despite stating their business is legitimate and stating they had a dealer license, and eventually just sent a text that Complainant was lying, and it was their word against Respondent’s word. The Complainant did not continue to cooperate with the investigation and would not provide a sworn statement or any documents related to their complaint. Counsel has evidence of unlicensed activity without Complainant’s cooperation and Respondent is holding themselves out to be a “Wholesale Auto Dealer”; therefore, Counsel recommends issuing a \$5,000 civil penalty for unlicensed activity.

Recommendation: Authorize a \$5,000 civil penalty for unlicensed activity

Commission Decision: Concur.

**New Information: Counsel has been unable to deliver the Consent Order to Respondent and the address where they resided and/or worked has been vacated. Counsel recommends closing and flagging this complaint.**

**New Recommendation: Close and flag**

**New Commission Decision: Concur**

**106. 2024046211 (ES)**

**Date Complaint Opened: 08/19/2024**

**First Licensed: 08/17/2015**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent on 8/12/24 during an annual inspection because the dealership had no licensed salespersons on staff. The manager told the inspector that the dealership does not sell cars but only “rents” them. An investigation was conducted to determine whether Respondent is selling vehicles and how long they have been doing so without a licensed salesperson. Respondent’s business model is a little bit different than most dealerships – they enter into a non-binding agreement with customers who make payments for 4 years and then take ownership of the vehicle. However, the customer can stop making payments and return the vehicle at any time during those 4 years without any penalty. In 2024, 4 customers had actually taken ownership of the vehicles they had been “renting”. Respondent states they average about 8 sales per year. Respondent later produced documentation showing the dealership sold 4 vehicles in 2022 and 8 vehicles in 2023. Respondent has two employees on staff that “sell” vehicles, both of whom had salesperson’s licenses but one had expired on 2/28/22 and the other expired on 3/31/23. As of 9/10/24, both salespersons’ licenses have been renewed and are active. Counsel recommends issuing a \$500 civil penalty per vehicle sold without a salesperson’s license in 2023 and 2024, for a total \$6,000 civil penalty for unlicensed activity.

Recommendation: Authorize a \$6,000 civil penalty for unlicensed activity

Commission Decision: Concur.

**New Information: Counsel spoke with a representative for Respondent’s dealership who is very apologetic of their oversight and has requested the Commission to consider some mitigating factors in hopes the civil penalty can be reduced from \$6,000. Respondent takes full accountability for the violations and has taken steps to ensure this does not happen again. Respondent believes this civil penalty would bankrupt them, as they have been having a lot of financial trouble since COVID and are doing their best to stay afloat. Respondent has only sold 12 vehicles in 2022 and 2023 and make most of their revenue renting vehicles. They have recently had to close their dealership in Florida because they have lost so much business and are hoping to be able to remain open in Tennessee. Respondent had a lot of turnover with employees and someone dropped the ball regarding the renewals of the salesperson’s licenses, however Counsel notes the salesperson’s licenses were active at the time the consumers signed the contracts to rent to own the vehicles at issue. Further, this dealership was inspected, and they were not notified their salespersons’ licenses had expired despite being expired at the time of the last two inspections. Counsel recommends considering these mitigating factors and reducing the civil penalty from \$6,000 to \$2,000.**

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

**New Commission Decision: Concur**

**107. 2024039661 (TH)**

**2024040021**

**2024044671**

**Date Complaint Opened: 07/17/2024; 07/18/2024; 08/09/2024**

**First Licensed: 07/16/2023**  
**Expiration: 07/31/2025 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Evidence obtained in an investigation showed Respondent was no longer operating from where they were previously licensed, and have been operating from a new location that is currently unlicensed. Respondent's license was cancelled on March 11, 2024. Documents obtain related to Respondent's dealership show the business and inventory have moved, vehicle sales are still being offered, purchases are still being made by the unlicensed business, and that temporary tags are being pulled by the unlicensed dealership. On July 31, 2024, the investigator pulled Ez-Tag information on Respondent. The record of temporary tags processed shows thirty-seven (37) in total, twenty-three (23) after Respondent's license was cancelled on March 11, 2024.

Counsel recommends assessing an Eleven Thousand Five Hundred (\$11,500.00) civil penalty based on Respondent's issuance of twenty-three (23) temporary tags after license was canceled on March 11, 2024.

**2024044671:**

Complainant states on Thursday July 11, 2024, they visited Respondent with their spouse. Complainant explains they found a RV they wanted to purchase, and placed a One Thousand Dollar (\$1,000.00) deposit to hold the unit until Complainant obtained financing. Complainant advises Respondent was paid for the unit fully on July 19, 2024. Complainant explains Respondent failed to deliver the RV as promised after payment, and that Complainant was required to pick up the unit from Respondent. Complainant states, however, they have not received their title and registration information from Respondent and are unable to register the RV.

**New Information: Counsel has been unable to contact Respondent as the dealership location has closed. Further, Counsel has learned via an investigation that Respondent has been involved in criminal investigations. As such, Counsel is recommending closing and flagging these complaints. Counsel also recommends referring these matters to the Tennessee Department of Revenue to aid Complainants in obtaining titles.**

**New Recommendation: Close and flag. Counsel also recommends referring these matters to the Tennessee Department of Revenue.**

**New Commission Decision: Concur**

**108. 2024039571 (TH)**  
**Date Complaint Opened: 07/17/2024**  
**First Licensed: 03/21/2023**  
**Expiration: 02/28/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

An inspection of Respondent's establishment on July 8, 2024, revealed Respondent was in violation of the following Motor Vehicle Dealer Licensing Laws found in T.C.A. § 55-17-101,et

seq. and/or Rules promulgated by the Tennessee Motor Vehicle Commission under Chapter 0960-1-.01 et seq:

0960-01-.25 Business License. While completing the annual inspection of this business they were unable to produce their County Business Tax License.

Counsel recommends authorizing a Two Hundred and Fifty (\$250.00) civil penalty for Respondent's failure to have an active County Business Tax License.

Recommendation: Authorize assessing a Two Hundred and Fifty (\$250.00) civil penalty for Respondent's failure to have an active County Business Tax License, and require Respondent to obtain an active County Business Tax License within thirty (30) days of the date of the executed Consent Order.

Commission Decision: Concur.

**New Information:** Respondent explains they were unable to renew their County Business Tax License at the time due to the owner having an expired driver's license and waiting for U.S. Citizenship and Immigration Services (USCIS) to send a work authorization card. The owner explains they have been waiting for the authorization card since March 7, 2024, which they applied for prior to the County Business Tax License expiring. Respondent provided a copy of an I-765 Application for Employment authorization, which showed its submission date as March 7, 2024.

**New Recommendation:** Close.

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

### **ADDENDUM**

**A1. 2024033101 Adnei Bonivel (ES)**

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

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This is an administrative complaint opened as a result of receiving information from a county clerk alleging Respondent, an individual, may be selling vehicles without a dealer license. The clerk provided a statement that Respondent told them they "buy and sell cars often." Respondent has sold 7 vehicles in the last 12 months without a dealer license. Counsel recommends issuing a \$500 civil penalty for each vehicle sold outside of the 5-vehicle allowance per 12-month period, for a total \$1,000 civil penalty for unlicensed activity.

Recommendation: Authorize a \$1,000 civil penalty for unlicensed activity

Commission Decision: Concur

**New Information:** Counsel has spoken with Respondent and they have been very cooperative. Respondent is able to pay \$500 and wants to resolve this matter, and has stopped selling vehicles. Respondent had only sold two more vehicles than allowed without a license, and Counsel recommends reducing the \$1,000 civil penalty to a \$500 civil penalty so this matter can be resolved.

**New Recommendation:** Authorize a \$500 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 Galvin made a motion to approve the Legal Report, seconded by Commissioner Melton.

**ROLL CALL VOTE**

Charles West	YES
Debbie Melton	YES
Sandra Elam	YES
Nelson Andrews	YES
Dwight Morgan	YES
Tim Copenhaver	YES
Jim Galvin	YES
Stan Norton	ABSTAIN
Farrar Vaughan	YES
Karl Kramer	YES
Hubert Owens	YES
Victor Evans	YES
John Roberts	YES

**MOTION CARRIED**

### **NEW BUSINESS – FY 2026 – 2028 Commission Meeting Schedule**

During New Business, proposed meeting dates for the next 3 years were presented. The Chairman called for a motion to approve the dates. A motion was made by Commissioner Andrews to approve the meeting dates and Seconded by Commissioner Vaughan.

### **ROLL CALL VOTE**

Charles West	YES
Debbie Melton	YES
Sandra Elam	YES
Nelson Andrews	YES
Dwight Morgan	YES
Tim Copenhaver	YES
Jim Galvin	YES
Stan Norton	YES
Farrar Vaughan	YES
Karl Kramer	YES
Hubert Owens	YES
Victor Evans	YES
John Roberts	YES

### **MOTION CARRIED**

### **OLD BUSINESS**

Nothing to Report

### **Adjourn**

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

### **MOTION PASSED**

MEETING ADJOURNED