

MINUTES

JULY 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: July 22, 2025

PLACE: Room 1-A, Davy Crockett Tower

PRESENT: Commission Members:

Nelson Andrews
Tim Copenhaver
Victor Evans
Jim Galvin
Karl Kramer
Ian Leavy
Dwight Morgan
Stan Norton
Hubert Owens
John Rydell
Farrar Vaughan
Terry Yarbrough
John Roberts

ABSENT:

Sandra Elam
Charles West

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

Executive Director, Denise Lawrence called the roll. A quorum was established.

MEETING NOTICE: Notice advising the Commission of the time, date and location of the meeting being posted on the Tennessee Motor Vehicle Commission website and that it has been included as part of the year's meeting calendar was read into the record by Executive director, Denise Lawrence.

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

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

ROLL CALL VOTE

Nelson Andrews	YES
Tim Copenhaver	YES
Victor Evans	YES
Jim Galvin	YES
Karl Kramer	YES
Ian Leavy	YES
Dwight Morgan	YES
Stan Norton	YES
Hubert Owens	YES
John Rydell	YES
Farrar Vaughan	YES
Terry Yarbrough	YES
John Roberts	YES

MOTION CARRIED

QUARTERLY MEETING MINUTES: Chairman Roberts requested the Commission review the minutes from the previous meetings held on April 23, 2025. Commissioner Norton made a motion to approve the minutes, seconded by Commissioner Galvin. Chairman Roberts called for a roll call vote.

ROLL CALL VOTE

Nelson Andrews	YES
Tim Copenhaver	YES
Victor Evans	YES
Jim Galvin	YES
Karl Kramer	YES
Ian Leavy	YES
Dwight Morgan	YES
Stan Norton	YES
Hubert Owens	YES
John Rydell	YES
Farrar Vaughan	YES
Terry Yarbrough	YES
John Roberts	YES

MOTION CARRIED

SALESPERSON/DEALER APPLICATIONS APPEALS

Christopher Bray, Southern Honda Powersports, East Ridge, TN

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

ROLL CALL VOTE

Ian Leavy	YES
Terry Yarbrough	YES
John Rydell	YES
Dwight Morgan	YES
Tim Copenhaver	YES
Nelson Andrews	YES
Jim Galvin	YES
Stan Norton	YES
Farrar Vaughan	YES
Hubert Owens	YES
Karl Kramer	YES
Victor Evans	YES
John Roberts	YES

MOTION CARRIED – LICENSE GRANTED

Christopher Britton, Nissan of Rivergate, Madison, TN

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

ROLL CALL VOTE

Ian Leavy	YES
Terry Yarbrough	YES
John Rydell	YES

Dwight Morgan	YES
Tim Copenhaver	YES
Nelson Andrews	YES
Jim Galvin	NO
Stan Norton	YES
Farrar Vaughan	NO
Hubert Owens	NO
Karl Kramer	YES
Victor Evans	NO
John Roberts	NO

MOTION CARRIED – LICENSE GRANTED ON CONDITION OF SUBMISSION OF A CORRECTED APPLICATION WITH ALL FINAL JUDGMENT DOCUMENTS

Kameron Thomas, Parkside Kia, Knoxville, TN

Chairman Roberts requested appeals of applications previously denied by the staff to be heard by the Commission for their review and consideration.

VOTE COULD NOT BE TAKEN AS THE CANDIDATE NO LONGER WORKED FOR THE SPONSORING DEALERSHIP. INSTRUCTION WAS GIVEN BY THE COMMISSION THAT ANY APPLICATION MUST BE ASSOCIATED WITH A LICENSED DEALERSHIP WILLING TO SPONSOR THE APPLICANT.

Alladin Rahman, Southeast Wholesale & Finance, Knoxville, TN

NO SHOW

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

ROLL CALL VOTE

Ian Leavy	YES
Terry Yarbrough	YES
John Rydell	YES
Dwight Morgan	YES
Tim Copenhaver	YES
Nelson Andrews	YES

Jim Galvin	YES
Stan Norton	YES
Farrar Vaughan	YES
Hubert Owens	YES
Karl Kramer	YES
Victor Evans	YES
John Roberts	YES

MOTION CARRIED – DENIAL UPHELD

Stephen Pace, Interstate 69 Motorsports, Union City, TN

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

ROLL CALL VOTE

Ian Leavy	YES
Terry Yarbrough	YES
John Rydell	YES
Dwight Morgan	YES
Tim Copenhaver	YES
Nelson Andrews	YES
Jim Galvin	YES
Stan Norton	YES
Farrar Vaughan	YES
Hubert Owens	YES
Karl Kramer	YES
Victor Evans	YES
John Roberts	YES

MOTION CARRIED – LICENSE GRANTED



Executive Director's Report
July 22, 2025

Since the last Commission meeting on April 23, 2025 the following activity has occurred:

	<u>Last Meeting</u>	<u>New Meeting</u>
<u>Dealers Opened, or Relocated (Last Quarter)</u>	84	75
<u>Applications in Process</u>	18	21

Active Licensees as of July 11, 2025

Dealers	3330	3342
Auctions.....	31	30
Distributors/Manufacturers.....	167	173
Salespeople	18,829	18,451
Representatives.....	496	564
Dismantlers.....	198	199
RV Dealers	41	41
RV Manufacturers.....	90	89
Motor Vehicle Show Permits.....	1	0

Complaint Report- Opened Complaints from April - Present

Number of Complaints Opened.....	131
Number of Complaints Closed.....	27

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

Vehicles Reported Sold in 2024.....	1,162,599
New Vehicles Reported Sold 2024.....	307,413
Used Vehicles Reported Sold 2024.....	855,186
Late Annual Sales Report Collected	724
Total revenue from Late Annual Sales Report collection: \$72,400	

Average Performance Metrics – April 2025 - Present

Average Number of Days to License...	3.5 days to license
	1.3 days with clock-stoppers

MVC Zendesk Customer Satisfaction Rating April 2025 – Present

Total Ticket Count.....2,034
Full Resolution in Business Hours.....1.28 hours
Quarterly Satisfaction Rating.....100%

Disciplinary Action Report April 2025 through May 2025 (June unavailable at time of reporting)

Total to be collected.....\$25,500

Financials and Budget Closing – Fiscal Year 24-25

- Budget Closing and NPS

Online Adoption Across All Professions

- 96% online adoption for New “1010” Applications across all Professions available as of July 11, 2025.

Administrative News

- Our fee increase rules were filed with the Secretary of State on 6/17/2025 and will become effective on 9/15/2025.
- We have been notified to appear before the Joint Gov Ops Committee for review of these rules on 8/20/25.
- Between now and 8/20/25, AC Reid, Legislative Director Dawkins and myself will be meeting with legislators to answer any questions they may have.
- Hopefully the audit currently being conducted by the Comptroller’s office will wrap up shortly. Based on preliminary conversations, it does not appear we will have any egregious findings.

Outreach

- We have uploaded notice relevant to the fee increases on our website in multiple places. We have also sent out an E-notify to those licensees who have subscribed advising of the increase. We will do this at least once more prior to the effective date to ensure our licensees are informed.
- We have provided materials for new dealer training for the TNIADA over the recent months and will continue to do so as requested.

- Jason, Taylor and I will be attending the NAMVBC Annual Conf in San Diego 9/23-9/26. We're looking forward to the opportunity to share info with our counterparts across the nation.

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

ROLL CALL VOTE

Nelson Andrews	YES
Tim Copenhaver	YES
Victor Evans	YES
Jim Galvin	YES
Karl Kramer	YES
Ian Leavy	YES
Dwight Morgan	YES
Stan Norton	YES
Hubert Owens	YES
John Rydell	YES
Farrar Vaughan	YES
Terry Yarbrough	YES
John Roberts	YES

MOTION CARRIED



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

MEMORANDUM

Privileged and Confidential Communication – Attorney Work Product

TO: Tennessee Motor Vehicle Commission

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

DATE: July 22, 2025

SUBJECT: MVC Legal Report

1. 2025007391 (ES)

Date Complaint Opened: 02/05/2025

First Licensed: 01/03/2023

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from an individual they considered a friend. Complainant gave the individual a cashier's check for \$16,500. Complainant stated they knew and trusted the individual but did not know how the individual would be purchasing the vehicle. The individual took the money and allegedly stopped communicating with Complainant, and never produced a vehicle. Complainant began looking into this further and found Respondent's name was on the check that the individual had cashed. Complainant had never heard of Respondent's dealership and the individual never mentioned the dealership. Complainant contacted the police who took a report and eventually informed Complainant the matter was a civil issue. Respondent cooperated with the investigator and denied any wrongdoing. Respondent stated the individual submitted a credit application through their online portal expressing interest in potentially purchasing a vehicle. The individual came to Respondent's dealership a couple weeks later to look at a used vehicle but never purchased anything. Respondent never spoke to the individual again. The individual declined to meet with the investigator because Complainant has pursued a civil lawsuit. The individual did confirm that Respondent had nothing to do with the situation and they were completely innocent. The individual claimed Complainant is lying about the situation to get out of paying a loan that they took out with a bank. There is no evidence that Respondent committed any violations, or had anything to do with this matter and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

2. 2025010191 (ES)

2025023891

Date Complaint Opened: 02/27/2025, 04/25/2025

First Licensed: 10/16/2015

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025010191

Complainant is a licensed motor vehicle dealer in Tennessee who alleges Respondent is illegally buying and selling vehicles to retail customers out of a wholesale-only auto auction. Respondent is a licensed used car dealer. Complainant alleges the illegal activity is undercutting legitimate used car dealers who are trying to source inventory from the wholesale auto auction. Counsel asked Complainant for more information or evidence that led them to file this complaint so we could investigate further, but Complainant never responded or provided any more information. Respondent denies being engaged in retail transactions with consumers at the licensed auction, which Respondent also owns. Respondent states they are an e-commerce auto dealer that conducts its retail transactions online, not at physical auction locations like Complainant alleges. Respondent notes that Complainant also filed a complaint against their licensed auction arising out of a purchase made by Complainant. Therefore, Complainant is a competitor and a dissatisfied customer who refuses to provide any evidence or information to support their accusations. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

2025023891

Complainant received an offer of \$47,200 from Respondent to purchase their truck. Complainant had visited Respondent's website and provided what they believed to be an accurate representation of their truck, including any damage they could locate or knew about. Complainant turned down the offer that same day but took the truck to Respondent's dealership the following day to see if they could sell it in person. Respondent explained Complainant needed to make an appointment, which they did, and the same offer was made. The next day, Respondent sent a reminder for the appointment but changed the offer

to \$44,000 without explanation. Complainant wants the original offer to be honored. Respondent states they were unable to uphold the initial offer because Complainant had misrepresented the amount of rust on the vehicle. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

3. 2025012911 (ES)

2025029731

2025035561

Date Complaint Opened: 03/11/2025, 05/27/2025, 6/23/25

First Licensed: 03/03/2004

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025012911

Complainant is a resident of Vermont who alleges Respondent contacted them on 2/21/25 and claimed Complainant sent them a fraudulent cashier's check. Complainant alleges the check was valid. Respondent is a used car dealer. Complainant claims they spoke with employees at Respondent's dealership and asked them to either call the bank who issued the check or involve the police. Complainant wants to ensure Respondent has done their due diligence in determining the allegations of fraud against them. Respondent is very troubled by this complaint and notes the Complainant is not the customer who completed the transaction at issue. Respondent has been defrauded by out-of-state buyers who have submitted dishonored checks for down payments in the past, so they have a specific process they follow before allowing a vehicle to be shipped out of state. The subject transaction involved a \$29,000 vehicle and the funds could not be verified by Respondent when they communicated online with the bank who issued the check. When Respondent googled the

routing number after the bank's fraud department confirmed it was from a bank out of California, the results showed this routing number was linked to a previous scam using cashier's checks. The customer became irate and accused Respondent of falsely claiming the check was fraudulent and threatened Respondent with legal action. Respondent sent the cashier's check back to the customer and advised them that they could come pay the down payment in person, and Respondent would continue with the transaction. The customer refused and continued to complain about being defamed. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

2025029731

Complainant purchased a used vehicle from Respondent on 3/8/25. Complainant alleges the vehicle shut down on 5/13/25 and claims it needs a new fuel line system repair that could cost up to \$14,000. Complainant claims they have not received any communications from Respondent as of 5/27/25 despite attempts to speak with someone at the dealership. Respondent notes the vehicle at issue has 149,000 miles and they paid mechanics to inspect it and address observable issues before selling it with an express limited warranty. Complainant purchased an extended service contract to address issues that occur after the Respondent's limited warranty expires. However, Complainant cancelled the service contract after purchase. Respondent's limited warranty would have covered the issue, but the vehicle had already been driven 5,000 miles and had been purchased months prior. The service contract that was cancelled would have also covered the issue. Respondent has offered to help Complainant attempt to find a better repair quote through their contacts in the industry, but Complainant has not responded. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

2025035561

Complainant purchased a used vehicle from Respondent and alleges it had mechanical issues right after purchase. Respondent will perform a complete and proper repair of the warrantable items under its express limited warranty, and Complainant requested to withdraw this complaint. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

4. 2025009551 (ES)

Date Complaint Opened: 02/18/2025

First Licensed: 01/14/2022

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 10/18/24. Respondent is a used car dealer. The Complainant alleges Respondent failed to deliver the registration as of 2/10/25. Complainant claims they have received at least 3 temporary tags during the delay. Respondent confirmed Complainant received the registration as of 2/28/25 but gives no explanation regarding the delay. Complainant filed a rebuttal and claims the lien date and the purchase date on the paperwork is listed as 1/18/25, which does not match the actual purchase date. An investigation was conducted. The investigation revealed Respondent only issued two temporary tags before the registration was provided. Respondent explained they purchased the vehicle from auction, and they registered it as soon as the auction mailed the title to them. Respondent noticed they had the incorrect lienholder information on the original paperwork, so they redid the paperwork on a different date, which is why there are two dates. There is no evidence of any violations and Complainant provided the registration very close to the 120-day window created by the Department of Revenue, therefore Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

5. 2025010031 (ES)

Date Complaint Opened: 02/27/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a licensed motor vehicle dealer who alleges Respondent is selling vehicles and vehicle parts without a motor vehicle dealer license or a dismantler/recycler license. Complainant alleges Respondent is using dealer tags and prep plates. Complainant alleges Respondent has over 30 vehicles at one location and another 100 vehicles at another location. An investigation was conducted into both locations. The investigator spoke with the Complainant who was unable to provide any evidence or further information to support the allegations. The investigator also spoke with the local Sheriff and Mayor who have been working with Respondent to make sure no illegal or unlicensed activity is occurring. Additionally, the local clerk verified they had issued a prep tag to Respondent to use when they are moving vehicles while they are fixing them at their body shop. The investigation revealed no online activity by Respondent and only produced evidence that Respondent has a body shop and may repossess vehicles when customers do not pay bills owed, when they properly obtain a mechanic's lien. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

6. 2025010991 (ES)

Date Complaint Opened: 03/04/2025

First Licensed: 08/30/2021

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

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

Complainant is a Special Agent with the Department of Revenue and Respondent is a used car dealer. An investigator with the local sheriff's office contacted Complainant alleging Respondent was allowing customers to test drive vehicles that have not been rebuilt yet. Respondent is allegedly not providing the test-drive vehicles with a dealer plate during the drive. On 3/4/25, an officer from the sheriff's office was in pursuit of one of the vehicles and it was not tagged properly or rebuilt at the time it was being driven. An investigation was conducted. The investigator contacted Complainant and the sheriff's office multiple times asking for a police report and/or documentation or evidence to support the allegations but never received any response. When the investigator went to the Sheriff's office to attempt to obtain a police report or any information at all, they told him there were no incidents of any kind as alleged in the complaint. The investigator also went to Respondent's dealership and Respondent was very cooperative. A random audit of dealer files revealed no issues or violations, or any evidence that Respondent is selling vehicles prior to obtaining a rebuilt title. The investigator could not find any evidence to support the allegations regarding test-drives and salvage vehicles despite much effort. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

7. 2025014551 (ES)

Date Complaint Opened: 03/04/2025

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 it is defective. Complainant further alleges Respondent provided incorrect documentation related to the vehicle. Respondent is a repair shop and does not have a dealer license. An investigation was conducted. There were no vehicles for sale when the investigator went to the business and the owner cooperated with the investigation. The owner confirmed that he has sold three vehicles in the last 12 months after they obtained rightful ownership through mechanic's liens. The owner explained that their cousin owns a licensed dealership and alleges that dealership provided a temporary tag to Complainant. When the investigator attempted to find the temporary tag that was issued through EZ Tag, it did not show up in the audit report. However, the owner of the licensed dealership admitted they had temporary employees that were assisting the dealership during tax season, and they believe that is how the temporary tag was issued to Complainant. Complainant never cooperated with this investigation. Counsel recommends issuing a Letter of Instruction to Respondent regarding unlicensed sales and a Letter of Instruction to their cousin's licensed dealership regarding issuing temporary tags to vehicles that may not have been sold by their dealership.

Recommendation: Letter of Instruction to Respondent regarding unlicensed sales and Letter of Instruction to licensed dealership who may have issued a temporary tag to a vehicle sold by Respondent with a mechanic's lien

Commission Decision: Concur

8. 2025015451 (ES)

Date Complaint Opened: 03/22/2025

First Licensed: 09/01/1991

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a new vehicle from Respondent on 2/22/25 with a 5.49% interest rate. Respondent is a franchise dealer. Complainant alleges Respondent asked them to come back and sign a new contract with a 5.9% interest rate. Respondent states their business manager made a mistake and misread what the finance company was offering, thinking it was 5.49% instead of 5.99%. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

9. 2025005631 (ES)

Date Complaint Opened: 02/05/2025

First Licensed: 09/13/2017

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with letter of warning for failure to maintain regular business hours.

Complainant alleges Respondent is not keeping regular business hours. Respondent's attorney states the owner of the dealership is the only employee, and sometimes they are out on a test drive. Respondent was issued a Letter of Warning last year for failing to maintain regular business hours, so an investigation was conducted to look into this matter further and document any issues. The investigator went to the dealership on a Tuesday around 11:15 am and it appeared that no one was at the business. The posted hours read Sunday 8am - 9am, Friday & Saturday 9am-5:30pm. The investigator was approached by the owner of a towing business next door who explained that Respondent has a shop somewhere else nearby. They claimed Respondent is usually there around 2:30pm on most days. Respondent has cameras around the dealership and will meet customers there if they see them on the camera or if a customer calls them.

Respondent called the investigator that day and they discussed why the investigator was

there earlier. Respondent confirmed they previously received a complaint about their business hours and noted their attorney had responded to the complaint. Respondent also called the Commission and was informed their business hours were compliant. Respondent didn't understand why the investigator would be there on a Tuesday when that is not within the posted hours. The investigator went back to the dealership on a Friday during the posted business hours (10 am) and it was open. Respondent told the investigator they were at an auction to buy cars that day. Respondent states that although they have set posted business hours, they go to the dealership periodically throughout the week to turn lights off and on, and to check on the business. Respondent was very concerned about this complaint cooperated fully. Respondent has been so concerned about the past complaint and current complaint that they cancelled a family cruise since they are the only one who works at the dealership. The investigator called one of our program employees in front of Respondent, and they informed Respondent they could post a sign on the door while they are away on vacation. Respondent showed the investigator other signs they use when they are not at the business, i.e., "Gone to Lunch – will return in 30 minutes," "On Test Drive – will return in 10-15 minutes," and "Picking Car Up from Shop – will return in 1 hour, if any questions call [phone number]." The investigator went back on another Friday at 10:16 am and observed the "test drive" sign on the door, and Respondent showed up within a few minutes in a vehicle with a customer who had been test driving the vehicle.

According to the Commission's rules, a dealership must keep reasonable business hours. The hours must be between 8:00 a.m. and 7:00 p.m., and at least eight (8) of the hours must be on Monday, Tuesday, Wednesday, Thursday or Friday. The investigation revealed that Respondent is compliant with these rules, therefore Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

10. 2025010211 (ES)

2025022371

2025024861

2025031421

Date Complaints Opened: 02/27/2025, 04/23/2025, 05/01/2025, 06/04/2025

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.

2025010211

Complainant purchased a used vehicle from Respondent, a franchise dealer. Complainant alleges Respondent took advantage of them by claiming they could not get financing at the monthly rate Complainant wanted unless they included add-ons and options because that would make the bank feel more secure. With the add-ons and options, the vehicle would be \$5,000 more but the monthly payment would be less, and financing would be approved. Respondent's attorney states they had to review multiple financing offers to help Complainant obtain a monthly payment close to the \$900 rate they requested because their credit score was relatively low. Complainant ultimately agreed to a financing deal with a lender for an amount that included funds for the purchase of a GAP protection policy and a tire and wheel policy, which are the add-ons in this purchase. Respondent argues the add-ons can be valuable to customers and lenders because they offer additional coverage for incidents and damage, but Respondent makes it clear these products are optional. The add-on's policy agreements explicitly state the purchase of the policies is optional and not a factor in the purchase or credit approval process. Complainant signed the agreement to purchase the add-ons and these were listed in the initial quote provided. Complainant can request to have these add-ons cancelled and refunded and their monthly payment would remain the same. There is no evidence of any violations because Complainant agreed in writing to purchase the optional products and can cancel them at their will. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

2025022371

Complainant states they purchased a used vehicle in October of 2022 from Respondent, a

franchise dealer. Complainant is trying to register the vehicle in New York and claims their lender never received the title from Respondent. The lender eventually confirmed Respondent sent the title to the wrong division of the bank. The lender has requested a duplicate title, but Complainant wants this issue to be handled as quickly as possible because they have now lost their main source of transportation. Respondent's attorney responded to this complaint and after internal research, determined that Respondent did not sell the vehicle to Complainant. Another franchise dealer who the attorney also represents sold the vehicle and that dealer did send the title to the correct place, and it was the lender's mistake. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

2025024861

Complainant is a resident of Kentucky who purchased a used vehicle on 11/30/24 from Respondent, a franchise dealer. Complainant had not received their registration as of 5/1/25. Complainant claims they contacted their clerk's office in Alaska every month after the purchase up until this complaint was filed on 5/1/25 and they had not received the registration paperwork from Respondent. When reviewing the Retail Installment Contract, it appears Respondent charged Complainant for "Government Certificate of Title Fees" in the amount of \$519. Respondent provided a clear breakdown of this amount and explained how they came up with the estimated costs the Alaska DMV would require for registration and taxes. Respondent ended up refunding Complainant \$457.12 of the titling and registration fees because the estimation was incorrect. Complainant's vehicle was registered in Alaska on 5/3/25. Respondent provided Complainant with a loaner vehicle on 3/28/25 until 5/19/25. Respondent states the delay in registering the vehicle was due to Complainant's failure to follow up with the dealership. Respondent claims they promptly submitted the registration paperwork to a third-party processor it uses for out-of-state vehicle titling and registration, but the first set of paperwork was ultimately rejected. Respondent had written a check to the "Alaska DMV" but was informed they needed to address the check differently. Respondent immediately notified Complainant the paperwork had been returned and it would be resubmitted for processing. Counsel finds that Respondent handled this situation to the best of their ability, timely submitted registration paperwork to Alaska after the sale and timely resubmitted the paperwork once it was rejected and took the burden of the delay off of Complainant by providing a loaner vehicle

upon request once the second temporary tag expired. Counsel recommends closure.

Recommendation: Close

Commission Decision:Concur

2025031421

Complainant purchased a used vehicle on 9/22/23 from Respondent, a franchise dealer. Complainant alleges Respondent created two separate Bills of Sale related to the transaction – one with the agreed purchase amount of \$16,500 which they sent to the county clerk with the title for registration, and another with an inflated amount of \$19,999 along with the loan agreement to the lender. Complainant alleges they were approved for a loan with an interest rate of 9.5% but the loan agreement sent to the lender listed an interest rate of 10.13%. Complainant alleges they received a third set of documents after some “back and forth” with the lender and Respondent. Complainant claims someone forged their signature on the documents with the higher interest rate. Complainant provides no further detail or any documentation or evidence to support these serious allegations. Complainant filed a civil suit against Respondent and the lender, and the matter has been in litigation since July of 2024. Respondent’s attorney states Complainant’s lawsuit makes the same allegations which claim Respondent attempted to trick them into paying more money at a higher interest rate by creating multiple sets of documents concerning their vehicle purchase. Respondent denies the allegations and notes the interest rate has remained at 9.64% throughout every loan agreement at issue in the lawsuit. Respondent does admit they had to prepare a new set of documents after the initial purchase because some of the pricing information in the deal documents had been inaccurate. Respondent immediately prepared new documents reflecting the purchase price, and a new loan was executed reflecting the correct purchase price. Complainant chose to stop making payments after they filed the lawsuit but continues to drive the vehicle “for free.” Respondent eventually purchased the outstanding note from the lender and has filed a counterclaim against Complainant under the loan agreement for breach of contract. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

11. 2025014481 (ES)

Date Complaint Opened: 03/17/2025

First Licensed: 06/05/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they were contacted by the General Manager for Respondent, a franchise dealer, about a vehicle they were interested in. Complainant alleges the GM tried to force them into making a down payment, but Complainant knew it was not legally required so they would look elsewhere for a vehicle. Complainant alleges they were then contacted a week later by another employee from the dealership who claimed they had over twenty lenders who would finance without a down payment. This employee also allegedly told Complainant that no credit check was needed. Complainant alleges they received several notifications that a hard credit check had been run and claims they never agreed to a credit check. Respondent provided proof that Complainant submitted a credit application and gave permission to Respondent to run their credit. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

12. 2025015361 (ES)

Date Complaint Opened: 03/21/2025

First Licensed: 01/05/2001

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they had a minor accident on 1/22/25 and their insurance company had the vehicle towed to a repair shop. Eventually, the repair facility informed the insurance company they believed the damages to the vehicle were not caused by the accident. The insurance company then communicated with the Respondent, the used car dealer who sold the vehicle to Complainant and had a lien on the vehicle as the lender. Complainant claims their insurance company and Respondent came to an agreement with the insurance company paying Respondent almost \$3,000, leaving Complainant with a balance of just over \$5,800 still due. Respondent kept the vehicle, and Complainant requested a receipt showing a balance of \$0 but Respondent denied this request and expected Complainant to pay the balance owed or be sent to collections. Complainant argues Respondent and the insurance company made an unfair deal without their consent. Respondent states Complainant was past due on their car payments and has routinely been late when they do make payments. Respondent rightfully repossessed the vehicle after giving proper notice and requests to Complainant to attempt to collect past due payments. Respondent spoke with the insurance agent and explained the claim check was not enough to cover the balance due on the vehicle and noted they would be repossessing the vehicle. The insurance company sent the check to Complainant and when they brought it to Respondent, all of this was explained. Complainant was given a deadline to pay off the vehicle and they would have been able to take possession of it, but Complainant did not follow through. Respondent provided the itemized list of past due payments and other documentation. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

13. 2025015441 (ES)

Date Complaint Opened: 03/22/2025

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. One complaint closed with \$2,000 civil penalty for failure to respond to the Commission’s request for a response to a complaint.

Complainant purchased a new vehicle from Respondent, a franchise dealer. Complainant alleges they were lied to and taken advantage of by Respondent. Complainant claims the finance manager and salesperson colluded to tackon warranty packages instead of honoring the claim that the vehicle came with a lifetime warranty. Complainant provided a text message from the salesperson which states the vehicle comes with a lifetime warranty. Complainant claims the finance manager utilized the touchpad on the desk as a tool to deceive them, rapidly scrolling down and enlarging the signature location on each piece of paper while lying about what the document was. Complainant was sold two warranties and claims one of them was never disclosed, and they never received any paperwork for it. Complainant alleges they only discovered the purchase when they refinanced the vehicle and received a refund from the original lender who was the provider of the second warranty package. Complainant alleges they were given the runaround for a month while they tried to cancel the warranty packages. Complainant states it took four months to receive the refund after Respondent failed to turn in the paperwork required for the cancellation, forcing Complainant to take the matter into their own hands. Complainant alleges Respondent calculated the taxes incorrectly, causing them to have to pay an additional \$800 in taxes. Counsel notes Complainant is a resident of another state which could have led to the mistake in estimating tax costs. Respondent did not overcharge Complainant for the tax amount and actually ended up paying a small amount of the taxes out of their pocket. Respondent does provide a limited lifetime powertrain warranty on all new vehicles, including the vehicle at issue. Respondent denies the allegations and provided the full deal file showing Complainant acknowledged and agreed to all of the products they purchased, including the additional warranties. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

14. 2025016271 (ES)

Date Complaint Opened: 03/24/2025

First Licensed: 04/04/2018

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with \$500 agreed citation for expired salesperson license.

Complainant purchased a used vehicle from Respondent, a used car dealer, and alleges it had mechanical issues immediately. Complainant financed the vehicle through Respondent and claims the dealership is a fraud and is charging them more than the vehicle is worth. Complainant is behind on their payments and believes the vehicle should not be repossessed but does not explain why. Respondent sold the vehicle as-is, without warranty and confirms Complainant is behind by \$815 on their payments. Complainant was involved in an accident after the complaint was filed and the vehicle is now at an auction. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

15. 2025017611 (ES)

Date Complaint Opened: 03/31/2025

First Licensed: 09/28/2011

Expiration: 09/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant alleges they put \$1,500 down and Respondent repossessed the vehicle two weeks after

purchase because of an insurance issue. Respondent and Complainant entered into a security agreement as part of this transaction whereby Complainant agreed to cover the vehicle with full coverage car insurance throughout the life of the contract. Complainant had active insurance when they bought the vehicle but cancelled it within 9 days, which was discovered during a routine audit of customers' insurance reports. Respondent mailed a notice to Complainant on 3/18/25 and attempted to call them that day, but their voicemail was not set up. Respondent attempted to call Complainant and their relative multiple times on 3/22/25 and repossessed the vehicle on 3/24/25 for failure to provide active insurance. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

16. 2025018141 (ES)

Date Complaint Opened: 04/02/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was opened after the Executive Director of the Commission received information from a county clerk alleging Respondent, an unlicensed individual, is selling vehicles without a license. The clerk provided proof of 8 sales since August of 2024 through April of 2025. Counsel recommends issuing a \$1,000 civil penalty for each vehicle sold over the 5-vehicle limit, for a total civil penalty of \$3,000.

Recommendation: Authorize a \$3,000 civil penalty for unlicensed sales

Commission Decision: Concur

17. 2025016771 (ES)

Date Complaint Opened: 03/26/2025

First Licensed: 06/10/2013

Expiration: 04/30/2027

License Type: Recreational Vehicle Dealer

History (5 yrs.): None.

Complainant filed a complaint stating only the following: "Rubbish fire hazard wires occupying RVs without proper fire alarms or extinguishers." Counsel reached out to Complainant and asked for more information or evidence to support their complaint but did not receive a response. Respondent is a licensed RV dealer who has never had a complaint in the 12 years they have been open. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

18. 2025013681 (ES)

Date Complaint Opened: 03/14/2025

First Licensed: 09/03/2021

Expiration: 08/31/2025 - CLOSED 06/12/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint issued a \$1,000 civil penalty for failure to respond.

Complainant is a lender out of Texas and Respondent was a used car dealer. Complainant alleges Respondent has failed to title three vehicles and stopped communicating with them.

Respondent's dealership has been closed since June 12 of this year and a new business now occupies their location. Complainant has been provided with Respondent's surety bond. Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag

Commission Decision: Concur

19. 2025014251 (ES)

2025017621

Date Complaint Opened: 03/16/2025, 04/01/2025

First Licensed: 08/25/2021

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – Two complaints authorized \$1,000 civil penalty for failure to deliver tags/title in a timely manner. 2025 – Two complaints issued a consent order for failure to obtain registration documents in a timely manner.

2025014251

Complainant purchased a used vehicle on 11/9/24 from Respondent, a franchise dealer, and alleges they have not received the title as of 3/16/25. Complainant resides in Mississippi and vehicles must be registered by the consumer. Complainant's first temporary tag expired on 1/9/25 and they eventually received a second temporary tag on 1/16/25. Complainant's second temporary tag expired on 3/9/25. Respondent states they released the title to their internal team for processing on 11/11/24. On 12/17/24, the self-registration packet was sent to Complainant via UPS and marked internally as "completed." Respondent was therefore not aware Complainant needed another temporary tag because they thought the packet had been delivered prior to the first tag's expiration on 1/9/25. Respondent is unable to determine if the packet was delivered at this point because the tracking number is no longer trackable through UPS due to its age. Respondent states the original title was not in their possession so that had to apply for a duplicate title once Complainant notified them of

the issue on 3/5/25. Respondent received the title on 3/16/25 and a new self-registration packet was sent to Complainant on 3/17/25. Complainant has since registered the vehicle. Counsel finds that Respondent acted appropriately and provided proof they addressed the issues timely once they were made aware the packet never arrived at Complainant's residence, and therefore recommends closure.

Recommendation: Close

Commission Decision: Concur

2025017621

Complainant purchased a used vehicle on 11/11/24 from Respondent, a franchise dealer, and alleges they have not received the title as of 4/1/25 even though the vehicle was paid for in full. Respondent released the title to their internal team for processing on 12/3/24. On 2/6/25, Respondent identified that unsigned paperwork was inadvertently uploaded in their portal. Respondent then began the process of having their internal team collect "wet-signed" paperwork. Respondent admits to having operational challenges at the beginning of this year, but they have since been corrected. Respondent took the registration paperwork with the documents that needed the "wet" signatures to the local clerk on 2/17/25. Complainant first inquired about getting a second temporary tag on 4/3/25 because their tag was expiring on 4/6/25. The clerk completed the registration for the vehicle on 4/9/25 and Complainant received the registration and license plate by mail on 4/11/25. Respondent states they have made improvements regarding the registration process considering the issues they have had with delays in the past. Respondent spoke with the county clerk and has been granted permission to walk-in multiple tags for processing in one day which has increased the number of tags allowed from one to three daily. Additionally, Respondent has dedicated more staff to assist with this effort and has added a credit card on file to process more tags in case checks are rejected. Respondent has also informed all of their dealerships that if there are issues with timely registration, consumers must be provided with a loaner vehicle or rideshare credits. Counsel appreciates Respondent's efforts to correct the issues that have led to severe delays in registering vehicles they sell to consumers. However, Respondent did not even begin the registration process until almost 3 months after the sale in this instance. Additionally, Respondent has already been fined for this violation in the last year, therefore Counsel recommends issuing a \$2,500 civil penalty for failing to provide timely registration.

Recommendation: Authorize a \$2,500 civil penalty for failure to provide registration within 120 days

Commission Decision: Concur

20. 2025016231 (ES)

Date Complaint Opened: 03/24/2025

First Licensed: 01/10/2022

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent on 11/15/24 and alleges they have not received the title. Respondent is a used car dealer. Complainant alleges their bank has contacted them and is threatening to close out their loan to make it a private loan with higher interest rates due to the lack of title. Respondent states they purchased the vehicle through an auction and the vehicle was owned by another franchise dealer who has yet to produce the title. As of 5/3/25, the title has not been provided. Counsel reached out to Respondent and asked for an update on the status of the title and for information on how Respondent has taken the burden of the delay (7 months or more) off of the Complainant, or if they offered to unwind the deal, and asked how many temporary tags were issued. Respondent has not provided additional information as requested, but once Counsel obtains this information, this matter may be represented if the information proves any additional violations. Counsel recommends issuing a \$1,500 civil penalty for failure to provide a title within 120 days.

Recommendation: Authorize a \$1,500 civil penalty for failure to provide title within 120 days

Commission Decision: Concur

21. 2025017161 (ES)

Date Complaint Opened: 03/19/2025

First Licensed: 12/17/2010

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle on 8/6/24 from Respondent, a used car dealer. Complainant alleges Respondent had their vehicles for weeks to do repairs and it caused Complainant to be unable to work to make payments, leading to repossession. Complainant alleges Respondent is doing this on purpose but provides no further detail and no documentation. Respondent states they made appointments to repair the vehicle, which Complainant missed multiple times. Complainant then told Respondent they would be dropping the vehicle off on 12/4/24 because of financial issues and they would try to redeem it when their financial situation changed. Respondent attempted to assist Complainant by making 4 late payment arrangements. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

22. 2025017331 (ES)

Date Complaint Opened: 03/31/2025

First Licensed: 12/26/2012

Expiration: 11/30/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle on 5/3/21 from Respondent, a used car dealer. Complainant alleges they found out it had a salvage title when they attempted to trade it in on 3/19/25. Complainant claims they paid \$25,000 for the vehicle when it is only worth \$3,500. Complainant provided a copy of the title and registration which show no evidence of the title being branded and the vehicle was registered in Tennessee. An Experian AutoCheck Report has a note that reads "State Title Brand" and "Title Brand Reported." A letter from a county clerk in Tennessee states the previous title was issued in New York with a rebuilt brand and that brand mistakenly got left off of the Tennessee title. Respondent failed to respond to this complaint, but they have been closed since late last year. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

23. 2025019451 (ES)

Date Complaint Opened: 04/02/2025

First Licensed: 12/20/2006

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a letter of warning for failure to respond to the Commission's request for a response to a complaint.

Complainant is a resident of Virginia and Respondent is a franchise dealer. Complainant alleges Respondent is advertising the price of a vehicle and including a \$1,000 discount for a trade-in. Complainant believes this is misleading and dishonest. Respondent's disclaimer states "internet price includes all dealer discounts and a \$1,000 trade-in discount. Dealer installed options not included. Price does not include tag, title or registration fees" and it discloses the doc fee and amount. Counsel recommends issuing a \$500 civil penalty for advertising violations.

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

Commission Decision: Concur

24. 2025020481 (ES)

Date Complaint Opened: 04/12/2025

First Licensed: 01/31/2020

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 3/24/25 from Respondent, a used car dealer. Complainant alleges Respondent wrongfully repossessed the vehicle on 4/7/25 without giving them a chance to make payments. Complainant had made a \$3,000 down payment and alleges Respondent has kept all of that money. Complainant claims they notified the police about the repossession. Respondent states Complainant had put 4,656 miles on the vehicle in 15 days and caused damages to the vehicle that totaled \$2,896. Complainant had brought the vehicle back to Respondent because of alleged mechanical issues and this is when Respondent discovered all of the damage that they say was not present when it was sold to Complainant. Respondent states Complainant claimed their neighbor caused the damage and Respondent told them to file a police report and an insurance claim. Respondent also reminded Complainant about their first payment that was due, and Complainant didn't think they should have to pay for anything. Respondent states it is their policy to repossess a vehicle when a customer misses their first payment and does not make any contact with them to explain the delay or ask for more time. Respondent notes their contract states they have the right to ask for immediate payment of all that is owed if the customer has given them reason to doubt their intention to honor the payment contract or to save Respondent from further losses. Respondent used this portion of the contract to repossess the vehicle but notes it is very rare that they exercise that option. Respondent told Complainant they could have the vehicle back if they pay the balance, but Complainant refuses to do so. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

25. 2025020381 (ES)

Date Complaint Opened: 04/11/2025

First Licensed: 03/03/2004

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used motorcycle from Respondent, a franchise dealer. Complainant was an employee for the dealership at the time and alleges they were forced to buy an aftermarket warranty for \$2,500. Complainant alleges Respondent forces all customers to buy this warranty. Complainant left the dealership because they saw fraudulent business practices. Complainant alleges their warranty was never paid for through the loan they obtained and when they tried to cancel the warranty, it could not be cancelled because Respondent had never funded the warranty. Complainant also filed a complaint with the Consumer Financial Protection Bureau. Respondent states Complainant worked at the dealership for less than 8 weeks and Respondent has been a franchised dealer since 1985 and denies these allegations. The warranty was immediately cancelled, and the refund check was immediately sent to the lender. Counsel finds no evidence of any violations and recommends closure.

Recommendation: Close

Commission Decision: Concur

26. 2025020491 (ES)

Date Complaint Opened: 04/12/2025

First Licensed: 07/21/1998

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 3/18/25 from Respondent, a used car dealer. Complainant alleges the vehicle was represented to have 30,680 miles, the instrument cluster shows 158 miles, and a mechanic's diagnostic reading showed 30,800 miles. An independent repair shop performed a diagnostic scan which showed 621,370. Complainant informed Respondent of these discrepancies and Respondent has not followed up with them as promised. Respondent states they bought the vehicle from an auction on 2/27/25 with 30,680 miles on it. Respondent provided the auction receipt showing this mileage. Respondent offered to refund Complainant minus sales tax, but Complainant refused. Complainant wanted the sales tax plus the cost of tires they put on the vehicle. Complainant notified the Tennessee Highway Patrol Criminal Division who sent investigators out to the dealership, and Respondent states they were told they did nothing wrong. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

27. 2025021861 (ES)

Date Complaint Opened: 04/20/2025

First Licensed: 10/23/2015

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 4/16/25 from Respondent, a franchise dealer. Complainant also traded in a vehicle during this transaction. Complainant alleges they were told the vehicle was a “certified pre-owned” car and they would receive a military discount but claims neither of these claims were true. Complainant was asked to provide proof of pay stubs to finalize the financing or the vehicle could be repossessed. The transaction was not funded yet and Complainant decided they wanted to give the car back and get their trade-in vehicle. Respondent worked with Complainant and ended up selling them a vehicle that they could afford. Respondent notes the vehicle came with a very large monthly payment and they believe the Complainant had buyer’s remorse, which led to the issues. Respondent denies the allegations about misrepresenting the certified claims and discount. Complainant told Respondent they retracted this complaint. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

28. 2025021491 (ES)

Date Complaint Opened: 04/16/2025

First Licensed: 09/01/2017

Expiration: 09/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with letter of warning for misuse of dealer plates. 2023 – One complaint closed with \$500 agreed citation for unlicensed salesperson activity.

Complainant purchased a used vehicle on 01/03/25 from Respondent, a car dealer that sells “certified pre-owned” vehicles, and alleges they have not received the title or registration as of 04/16/25. Complainant paid in full at the time of sale. Complainant alleges Respondent has failed to explain why there is a delay in obtaining the registration and every time they call, there seems to be a different person answering the phone. The complaint was first sent to Respondent via regular mail on 4/29/25 and no response was received. The complaint was then sent via certified mail which was delivered on 5/21/25. Respondent failed to

respond to the complaint until Counsel reached out to their attorney who has handled past complaints and their current complaints. Respondent's attorney provided some information on 6/26/25 and let me know they would follow up with an official response. Respondent states the vehicle was registered in Alabama on 5/12/25. Counsel recommends issuing a \$1,000 civil penalty for failing to respond to this complaint within 30 days.

Recommendation: Authorize a \$1,000 civil penalty for failure to respond within 30 days

Commission Decision: Concur

29. 2025022001 (ES)

Date Complaint Opened: 04/21/2025

First Licensed: 02/16/1994

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in 2022 from Respondent, a franchise dealer. Complainant begins the complaint stating "this letter serves to clarify a delinquent item on [my] credit history" which is related to the vehicle purchase at issue. Complainant alleges the vehicle began having significant mechanical issues within a year or less of purchase. Complainant voluntarily surrendered the vehicle alleging there was an undisclosed branded title and claims it had 2,000 more miles than the 635 miles it was supposed to have. Complainant is currently involved in legal processes to get reimbursed and have the issues removed from their credit history. Respondent originally bought the vehicle from an auction on 8/6/22 from the manufacturer as a buy-back unit. The vehicle had 635 miles on it and the manufacturer replaced turbo and engine long block prior to Respondent purchasing it. Respondent fully disclosed this information to Complainant before the sale and Complainant signed the fully disclosed manufacturer's notice and Buyer's Guide showing the vehicle had a manufacturer's warranty. Complainant also signed the mileage statement. Complainant provided a rebuttal claiming they don't recall signing the documents provided by Respondent with their response to this complaint. It appears Respondent properly disclosed

the vehicle and its branded status of being a manufacturer buy back, as well as the past repairs, therefore Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

30. 2025022051 (ES)

Date Complaint Opened: 04/21/2025

First Licensed: 09/30/2009

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle on 2/10/24 from Respondent, a used car dealer. Complainant alleges Respondent “took their vehicle after months of very weird payment scams” but does not provide any documentation or further detail. Complainant alleges the vehicle had a lot of mechanical issues as well. Respondent states the vehicle came with a 6 month/6,000-mile warranty on the engine and transmission only. Complainant was past due on their car payments and did not have the proper car insurance, so Respondent did lawfully repossess the vehicle on 4/20/25. Respondent provided the contract signed by Complainant agreeing to make car payments to them, the repossession contract and relevant documents, evidence of past due payments. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

31. 2025022671 (ES)

Date Complaint Opened: 04/24/2025

First Licensed: 11/07/2000

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with \$500 agreed citation for possession of open titles.

Complainant purchased a used vehicle in October of 2024 from Respondent, a used car dealer. Complainant alleges the key was broken when they bought the car and Respondent has failed to provide a new key fob or fix the problem. Complainant alleges they got stuck in the vehicle for hours because of the broken key. Complainant was late on their car payment and claims they used the money to pay an EMT to get them out of the vehicle, and the car was later repossessed. Complainant believes they do not owe Respondent any money and doesn't want the vehicle any more due to the damaged key. Respondent sold the vehicle as-is, without warranty and they provided the deal file and payment history which led to the lawful repossession. Respondent denies the allegations related to a damaged key and claims Complainant has been a dishonest customer throughout their dealings together. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

32. 2025023101 (ES)

Date Complaint Opened: 04/25/2025

First Licensed: 10/18/2017

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant alleges they have been paying for the vehicle from 2021-2024 and was finally able to afford to get a license plate in November of 2024 in Iowa, where they reside. Complainant alleges they were informed by their county treasurer that the title would be a salvage title because the vehicle had been flooded in Pennsylvania. Complainant alleges Respondent denied knowing about the flood history. Complainant does not provide any documentation to support the allegations that Respondent misled them or that the vehicle was salvaged without a rebuilt title. Respondent provided the deal file which showed Complainant signed the proper disclosure revealing the rebuilt title. Respondent eventually had to repossess the vehicle because Complainant stopped making payments. Complainant put over 60,000 miles on the vehicle prior to the repossession. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

33. 2025023821 (ES)

Date Complaint Opened: 04/29/2025

First Licensed: 03/03/2022

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 2/28/25 from Respondent, a used car dealer. Complainant alleges Respondent did not inspect the truck properly prior to selling it, or they did inspect it and failed to disclose it had major mechanical issues related to the motor that would cost almost \$10,000 to repair. Complainant alleges Respondent told them that the vehicle was not from an auction but claims it was purchased at auction. Respondent

confirmed they purchased the vehicle from auction on 2/5/25 and it was very clean, as confirmed by Complainant in the complaint. Complainant test drove the vehicle on 3 separate occasions and there were no issues. Respondent notes the vehicle is a truck with modifications and it has over 170,000 miles on it. Respondent sold the vehicle as-is, without warranty but as an act of goodwill, offered to assist the Complainant with the cost of repairs. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

34. 2025003691 (ES)

Date Complaint Opened: 01/03/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Salesman

History (5 yrs.): None.

Complainant alleges Respondent is selling vehicles illegally. Complainant states they purchased a used vehicle from Respondent on 12/30/24 by agreeing to make weekly payments of \$150 but never signed a contract or had the agreement in writing. Complainant stopped paying for the vehicle after its engine blew up and gave the vehicle back to Respondent. Respondent is an individual who does not have an active license with the Commission. Complainant states Respondent owns a car wash business and gets vehicles donated to them, and then sells the donated vehicles. An investigation was conducted to document any evidence found related to advertising vehicles for sale online or in person/at car wash, and any evidence that Respondent has sold more than 5 vehicles in the last 12 months. The investigator was to obtain a written statement from Respondent stating whether he is accepting donated vehicles, what he is doing with those vehicles, and whether he has a non-profit organization to do this. The investigator was also asked to contact the local clerk for proof of sales of vehicles by Respondent within the last 24 months. The investigator met with Respondent at their car wash on 3/27/25 and Respondent agreed to

provide a written response within one week. The local clerk stated Respondent is in their office weekly registering vehicles with customers. The clerk states the titles to the vehicles are never in Respondent's name, but Respondent does list themselves as the lienholder. The clerk provided proof of 27 registrations with some vehicles being registered 3 and 4 times. A dealership was listed as the owner of the vehicle on 4 of the titles, another business was listed as the owner on 2 of the titles, and 21 titles showed the vehicles were owned by individuals. The investigator found that Respondent is advertising vehicles for sale on their personal Facebook page, their car wash page and their ministry page. Respondent eventually provided a notarized statement but continued to deny that they "deal with cars" even though the evidence clearly proves Respondent is constantly dealing with cars. The investigator also found a video on Respondent's Facebook page showing them with an individual that had "won a free car" from Respondent.

Respondent's notarized statement included the following:

1. Respondent denies accepting donated vehicles.
2. Respondent admitted to having a non-profit 501c3 but denied accepting or selling vehicles through the non-profit.
3. Respondent did not answer the many other questions asked and his notarized statement was one sentence.

Counsel recommends issuing a \$10,000 civil penalty for unlicensed sales.

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

Commission Decision: Concur

35. 2025024321 (ES)

Date Complaint Opened: 04/30/2025

First Licensed: 08/16/2021

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer and alleges it has been at the repair shop for almost two months. Complainant claims they were only able to drive the vehicle for four days prior to it having major mechanical issues. Respondent alleges Complainant is being dishonest and refused to take it to a reputable mechanic recommended by Respondent. Complainant purchased the vehicle as-is, without warranty and test drove it twice before purchasing. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

36. 2025024961 (ES)

Date Complaint Opened: 04/29/2025

First Licensed: 10/09/2003

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 6/16/22 from Respondent, a used car dealer. Complainant alleges the vehicle had a branded title which was not disclosed. Complainant claims they found out when they attempted to change insurance companies. Complainant did not provide any evidence or documentation to support their allegations and there is no evidence of any branding on the title to the vehicle at issue. Respondent sold the vehicle with a title that was free and clear of any brands, and the vehicle was registered and titled without issue after the purchase. Respondent ran a current title inquiry and there is no evidence that the title has been branded since the sale over three years ago. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

37. 2025025381 (ES)

Date Complaint Opened: 05/04/2025

First Licensed: 07/05/2002

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 11/15/24 from Respondent, a used car dealer. Complainant alleges the vehicle began having mechanical issues two days after purchase and did not come with a key fob. Respondent sold the vehicle as-is, without warranty but when Complainant notified them of the issues, Respondent attempted to assist immediately but could not determine what was causing the problem. Respondent believes it is an electrical issue which can be very difficult to resolve and offered to trade Complainant out of the vehicle. Complainant did not follow up with Respondent prior to filing the complaint. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

38. 2025023961 (ES)

Date Complaint Opened: 04/22/2025

First Licensed: 04/04/1997

Expiration: 03/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A Notice of Violation was issued to Respondent during an annual inspection on 4/21/25 for failing to provide proof of an active county and city business license. Respondent provided proof to Counsel that the business tax licenses were active at the time of inspection after the Notice was issued. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

39. 2025025701 (ES)

Date Complaint Opened: 05/06/2025

First Licensed: 05/21/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent and alleges the mileage is different from what they were originally told. Complainant alleges they were told the vehicle had 90,000 miles, had a clean title and was in perfect condition but claims the paperwork does not reflect that. Complainant does not provide any supporting documentation or provide any more detail. Respondent provided the documentation related to this vehicle and it does not reveal any issues as alleged. Respondent reached out to Counsel and explained that Complainant has been very disruptive and difficult to deal with, and Respondent has allowed them to return the vehicle. Complainant then followed up with Counsel and confirmed they met with Respondent, returned the vehicle and all issues have been resolved. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

40. 2025026391 (ES)

Date Complaint Opened: 05/09/2025

First Licensed: 05/29/2012

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant was interested in purchasing a used vehicle from Respondent, a used car dealer, and alleges Respondent falsely advertised the vehicle's condition. Complainant alleges Respondent deliberately attempted to conceal blemishes by washing the car but not drying it. Complainant paid to have the vehicle shipped to Respondent's lot based on the online photos and description but feels they were misled and should receive a refund for the shipping cost. Respondent apologizes for the confusion and misunderstanding and refunded Complainant in full for the shipping costs. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

41. 2025026921 (ES)

Date Complaint Opened: 05/13/2025

First Licensed: 09/01/1991

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant claims their vehicle had a fuel injection failure which should be covered by the manufacturer's warranty but an exclusion in the warranty is preventing the repair from being covered. Respondent states the vehicle did not have a recall or open warranty extension on their vehicle and it is outside of warranty coverage for failed component. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

42. 2025027081 (ES)

Date Complaint Opened: 05/14/2025

First Licensed: 12/07/2023

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a new vehicle on 12/11/24 from Respondent, a franchise dealer and alleges they have not received their title as of 5/6/25. Complainant received two temporary tags and the second expired on 4/10/25. Respondent failed to offer any assistance during the delay and did not provide the title until 5/12/25. Respondent states there was missing information required by the North Carolina "DMV" and notes Complainant's driver's license had expired on 4/9/25, which led to the delay. However, it appears Respondent did not attempt to review and prepare the registration documents for 3-4 months. Respondent did not send the registration documents to North Carolina until 5/5/25, which shows they contributed to the delay and the issues could have easily been resolved prior to the second temporary tag expiring if they would have submitted the paperwork soon after the sale. Counsel recommends issuing a \$1,500 civil penalty for failing to provide title within a

reasonable amount of time.

Recommendation: Authorize a \$1,500 civil penalty for failure to provide title within 120 days

Commission Decision: Concur

43. 2025027551 (ES)

Date Complaint Opened: 05/15/2025

First Licensed: 07/18/2014

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 5/8/24 from Respondent, a used car dealer. Complainant alleges the transmission fell out of the vehicle while driving and caused a fire. Complainant provided no further information and made no further allegations. Counsel notes Complainant had the vehicle for 10 months when this occurred. Respondent argues Complainant has made no allegations of any violations and claims Complainant was not the purchaser of the vehicle. Respondent did replace the transmission over a year ago at the purchaser's request. There is no allegations of any violations, therefore Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

44. 2025028361 (ES)

Date Complaint Opened: 05/17/2025

First Licensed: 05/23/2007

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a \$250 civil penalty for failure to maintain county business license.

Complainant purchased a used vehicle on 5/7/25 from Respondent, a used car dealer. Complainant filed this complaint 10 days after purchase because Respondent had not provided the title to the vehicle even though Complainant paid it off and paid for the title and registration fees at the time of purchase. Respondent provided the title and registration within 45 days to Complainant. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

45. 2025031701 (ES)

Date Complaint Opened: 06/06/2025

First Licensed: 06/16/2017

Expiration: 07/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a \$5,000 agreed citation for failure to maintain city and county business licenses and possession of open titles.

Complainant paid off the used vehicle on 12/29/24 which they purchased from Respondent, a used car dealer. Complainant alleges they had not received the title as of 6/6/2, however they spoke with Respondent after this complaint was filed. Complainant told Counsel Respondent had sent the title and it was lost in the mail, and Respondent then overnighted

a duplicate title to them and all issues have been resolved. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

46. 2025031761 (ES)

Date Complaint Opened: 06/06/2025

First Licensed: 05/12/2021

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a resident of Kentucky who attempted to purchase a used vehicle on 5/7/25 from Respondent, a used car dealer. Complainant states they did everything online and Respondent agreed to meet them halfway in Kentucky to complete the deal. Complainant alleges Respondent called 2 hours after they were supposed to meet and claimed the check engine light came on while they were driving the vehicle to meet Complainant. After they finally showed up, Complainant did not feel comfortable buying the vehicle due to all of the diagnostic codes that were revealed at Autozone. Complainant never took possession of the vehicle and Respondent agreed to cancel the loan. After weeks passed, Complainant alleges Respondent never cancelled the loan and the lender confirmed that as well. Respondent has allegedly blocked Complainant's phone number and will not communicate. Respondent denies the allegations and states they spoke with Complainant and their boyfriend multiple times a day before and even after the purchase. Respondent acted as fast as they could regarding the loan, and it has been cancelled. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

47. 2025033211 (ES)

Date Complaint Opened: 06/10/2025

First Licensed: 09/01/1991

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a franchise dealer. Complainant alleges that Respondent didn't honor the agreement as it relates to their trade-in vehicle but then updated Counsel that the issue has been resolved. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

48. 2025034721 (ES)

Date Complaint Opened: 06/13/2025

First Licensed: 07/21/2016

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 3/5/25 from Respondent, a used car dealer. Complainant alleges they have paid more for the vehicle than the agreed-upon price at the time of purchase. There is no evidence to support these allegations, and Respondent provided a detailed document of payments made which match the Bill of Sale and total price for the vehicle. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur

49. 2025012711 (ES)

Date Complaint Opened: 03/11/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant claims they purchased a used vehicle on 12/11/25 from Respondent and alleges the title hasn't been provided. Respondent may be a towing business, but Complainant provides no documentation or further detail to support their allegations. Complainant alleges Respondent continues to put this matter off and alleges they have received temporary tags. An investigation was conducted to determine whether Respondent is engaging in unlicensed activity, how temporary tags are being issued, and why there was such a delay in obtaining the title. The investigation revealed Respondent may holding themselves out to be a business that sells vehicles on Facebook. An individual appears to be posting vehicles on Respondent's Facebook page, and that individual is linked to an auto detailing business. There are no vehicles for sale on the auto detailing Facebook page. The investigator could not find any evidence that Respondent issued temporary tags through EZ tag. Respondent went to the location where the towing business is supposed to be located, and it is an office building with many suites/offices and there is no signage related to Respondent. The only signage at the address provided by Complainant is for a transport business. The investigator left their business card at the office door. The owner of the transport business cooperated with the investigator and explained they were a licensed salesperson with a local licensed dealership. That individual told the investigator they knew Respondent and explained they both have active salespersons' licenses for the same licensed dealership. That dealership has 19 salespersons with active licenses and 21 salespersons with expired licenses. The owner of the licensed dealership also cooperated with the investigator and explained that they have not been able to get a hold of Respondent either. The licensed dealer explained they did not know they needed to contact the Commission when a salesperson leaves their dealership, but they have since updated all of

this information. Currently, the dealer has 6-10 salespersons that are 1099 employees that have a financial interest in their own vehicles. The salespersons go to the auction and purchase vehicles and are supposed to bring them to the dealership to sell them. The dealer acknowledges this does not always happen and this situation likely led to the sale at issue by Respondent. However, the dealer gave Respondent auction access, so it is unclear how Respondent is purchasing vehicles at the auction. The dealer acknowledged that Respondent became a licensed salesperson for the dealership on or about 2/11/25, but they never came to work and never actively purchased or sold any vehicles on behalf of the dealership. The Complainant never responded or communicated with the investigator, so we have been unable to obtain any documentation or any evidence to support the allegations related to the sale of the vehicle at issue.

Counsel recommends closure due to the lack of cooperation by Complainant and lack of clear evidence pointing to unlicensed sales by Respondent, and the inability of the investigator to find Respondent or make contact with them despite much effort. Counsel further recommends issuing a Letter of Instruction to the licensed dealership instructing them to terminate Respondent's salesperson's license and to keep the Commission up to date whenever a salesperson is terminated or leaves their dealership's employment.

Recommendation: Close with Letter of Instruction to licensed dealership who cooperated with this investigation

Commission Decision: Concur

50. 2025014291 (ES)

Date Complaint Opened: 03/19/2025, 03/16/2025

First Licensed: 03/22/2012

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent fraudulently required that they purchase GAP insurance for \$1,000 in order to qualify for a loan. Additionally, Complainant alleges Respondent charged a \$490 dealer/doc fee without disclosing the fee on their website. Counsel reviewed Respondent's website, and they do not disclose the \$490 doc fee or state that it is not included in their advertised price. There is no proof that Respondent or the lender required GAP insurance to be purchased, and Complainant signed documents agreeing to purchase it. Counsel recommends issuing a \$500 civil penalty for failing to disclose the doc fee is not included in the advertised price of a vehicle.

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

Commission Decision: Concur

51. 2025010681 (ES)

Date Complaint Opened: 03/03/2025

First Licensed: 06/28/2017

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint issued a \$1,000 civil penalty for failure to respond.

Complainant is a resident of Kentucky who purchased a new vehicle from Respondent, a franchise dealer, on 11/20/24. Complainant received two temporary tags, with the second one expiring on 3/20/25 and they have still not received their registration as of 3/3/25. Complainant alleges Respondent told them they were waiting for the manufacturer to send a new MSO, but they continue to have no further updates despite the impending expiration of the second tag. Respondent states they sent the registration paperwork to the Kentucky clerk's office on 12/10/24. Respondent was then informed weeks later that the clerk would not accept a stamped signature on the back of the MSO, so Respondent requested a new MSO with a wet signature from the manufacturer. Respondent never received the new MSO as requested so they called the Kentucky clerk's office and explained the situation, and an employee was able to use the stamped MSO and get the registration processed. Complainant received the registration and license plate soon after their complaint was filed and before the second tag expired. Respondent did not respond to the complaint despite receiving a letter via regular mail and a certified letter which was signed for on 4/29/25. Counsel had to call Respondent and email their general manager in order to receive a

response, which arrived by email on 6/13/25. This is the second time Respondent has failed to respond to a complaint this year, but Respondent has since updated their email address. The mailing address has never changed, and the mail has always been delivered without issue. Counsel recommends issuing a \$2,000 civil penalty for failure to respond within 30 days of receiving the certified mail.

Recommendation: Authorize a \$2,000 civil penalty for failure to respond within 30 days

Commission Decision: Concur

52. 2025011121 (ES)

Date Complaint Opened: 03/05/2025

First Licensed: 11/28/2023

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was opened after evidence was obtained during the investigation of an unlicensed showroom. The complaint against the unlicensed showroom can be found under the “Re-presentations” below – Complaint No. 2024067761. Respondent is a licensed franchise dealer which was opened after the unlicensed location/showroom was unable to obtain a dealer license because they did not meet all of the facility requirements. The same automotive group owns Respondent’s licensed dealership and the showroom. The unlicensed location was only authorized and instructed to operate as a display showroom. The complaint against the unlicensed location was originally presented the Commission at the March Board meeting where the Commission voted to assess a civil penalty of \$20,000 for unlicensed activity at the showroom, including making appointments with consumers and allowing them to test drive vehicles (TCA 55-17-109); failure to supervise salespersons at the showroom allowing sales activity to take place (TCA 55-17-114(b)(1)(H)); deceptive advertising by using a dealer name interchangeably with their licensed dealership at another location (Rule 0960-01-.12(1)(b)); and false, fraudulent or deceptive acts involving the sale of a vehicle by identifying the showroom as a dealer on contractual paperwork for the sale

of a vehicle and service products (TCA 55-17-114(b)(1)(K)).

Counsel recommends issuing a \$5,000 civil penalty against Respondent for each violation, including: failure to obtain a license at a second dealership location where Respondent is attempting to advertise and sell vehicles (TCA 55-17-110); engaging in deceptive advertising by advertising vehicles for sale at the showroom (Rule 0960-01-.12(1)(b)); and failure to supervise salespersons, allowing them to work at the showroom and engage in sales activity (TCA 55-17-114(b)(1)(H)). Counsel recommends a total civil penalty of \$15,000. Counsel argues the maximum civil penalty should be assessed for each violation because of Respondent's intentions in misusing the showroom and considering there are multiple instances of each act.

Recommendation: Authorize a \$15,000 civil penalty for failure to obtain a license at a second location, failure to supervise salespersons, and offsite advertising

Commission Decision: Concur

53. 2025011151 (ES)

Date Complaint Opened: 03/05/2025

First Licensed: 09/07/2011

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a \$250 agreed citation for failure to disclose changes in name and ownership with the Commission.

This complaint was opened after evidence was obtained during the investigation of an unlicensed showroom as referenced above in Complaint No. 2025011121. The complaint against the unlicensed showroom can be found under the "Re-presentations" below – Complaint No. 2024067761. Respondent is a licensed franchise dealership owned by the same automotive group that owns the showroom and the licensed dealership referenced in the complaint above and in the complaint being represented below. Respondent's franchise

dealership is related to a different manufacturer, and they do not sell the vehicles that are displayed at the showroom or the vehicles that are sold at the licensed dealership. Respondent issued temporary tags to three vehicles advertised for sale at the unlicensed showroom but sold by the licensed dealership. Respondent did not sell the vehicles they issued the temporary tags to and had nothing to do with those sales. Respondent does not sell that brand/make of vehicle. Counsel recommends issuing a \$1,000 civil penalty for each of the three temporary tags, for a total \$3,000 civil penalty.

Recommendation: Authorize a \$3,000 civil penalty for issuing temporary tags to vehicles sold at a different licensed franchise dealership

Commission Decision: Concur

54. 2025004101 (TH)

Date Complaint Opened: 01/28/2025

First Licensed: 04/17/2024

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent has failed to provide their title for a vehicle purchased on October 30, 2024. Complainant states Respondent is failing to answer Complainant's contact.

Respondent explains the dealership is in the process of winding down the business, and states the vehicle has since been registered. Respondent states they have no record of unanswered inquiries from Complainant and have since spoken with Complainant who confirmed all issues have been resolved. As such, Counsel recommends close and flag.

Recommendation: Close and flag.

Commission Decision: Concur

55. 2025013291 (TH)

Date Complaint Opened: 03/13/2025

First Licensed: 12/13/2022

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was initiated following the issuance of a Notice of Violation for alleged unlicensed activity. Upon review, it was determined that the dealership was involved in sixty-three (63) separate vehicle sales conducted by multiple individuals who were not yet licensed at the time of the transactions. Specifically, six (6) salespersons completed vehicle sales prior to submitting their transfer license applications. Although all six (6) individuals subsequently became licensed, each of the sixty-three (63) transactions occurred before the required license transfer applications were submitted. Based on these findings, Counsel recommends the Commission authorize assessing a Twenty Thousand Dollars (\$20,000.00) civil penalty.

Recommendation: Authorize assessing a Twenty Thousand Dollar (\$20,000.00) civil penalty.

Commission Decision: Authorize assessing a Ten Thousand Dollar (\$10,000.00) civil penalty.

56. 2025007541 (TH)

Date Complaint Opened: 02/13/2025

First Licensed: 07/12/2017

Expiration: 07/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2019 – One complaint closed with \$250 consent order for failure to

maintain county/city business license.

This dealership is additionally being investigated by the Department of Revenue (connected to Complainant Number:2025036591). As such, Counsel is recommending putting the matter in litigation monitoring until the Department of Revenue case is resolved.

Recommendation: Litigation Monitoring.

Commission Decision: Concur

57. 2025036591 (TH)

Date Complaint Opened: 06/20/2025

First Licensed: 07/12/2017

Expiration: 07/31/2025 check before meeting

License Type: Motor Vehicle Dealer

History (5 yrs.): 2019 – One complaint closed with \$250 consent order for failure to maintain county/city business license.

This dealership is additionally being investigated by the Department of Revenue (connected to Complainant Number:2025007541). As such, Counsel is recommending putting the matter in litigation monitoring until the Department of Revenue case is resolved.

Recommendation: Litigation Monitoring.

Commission Decision: Concur

58. 2025009851 (TH)

Date Complaint Opened: 02/19/2025

First Licensed: 01/08/2013

Expiration: 01/31/2027

License Type: Motor Vehicle Dismantler/Recycler

History (5 yrs.): 2022 – One complaint closed with \$250 agreed citation for expired county business license.

A Notice of Violation was issued to Respondent on February 18, 2025, for an expired Dismantler and Recycler License and expired County Business Tax License.

Respondent explains the reason for delay in timely renewing their licenses was due to the dealership's CPA failing to renew on time. Respondent states they were under the belief the CPA had renewed the licenses and was just waiting for them to be received; however, Respondent explains they later learned the licenses were not timely renewed by the CPA and went to personally renew and pick up their licenses. Respondent's licenses have been renewed.

Counsel recommends assessing a Five Hundred Dollar (\$500.00) civil penalty.

Recommendation: Authorize assessing a Five Hundred Dollar (\$500.00) civil penalty.

Commission Decision: Concur

59. 2025013111 (TH)

2025017141

Date Complaint Opened: 03/13/2025, 03/28/2025

First Licensed: 06/17/2002

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025013111:

Complainant states there was delay in obtaining their title from Respondent and getting their vehicle registered. However, Complainant has expressed the issue has been resolved and the vehicle has been registered in their home state. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

2025017141:

The complaint alleges a delay in registering their vehicle. Complainant alleges the registration submission was “incomplete” and contained “multiple errors.”

Respondent states the tag work has been complete, reviewed with the guest Complainant, and overnighted to the relevant DMV. Respondent states Complainant lives out of state, and the DMV had sent the paperwork back to Respondent’s corporate office, and it was not received immediately, and Respondent had to wait for the paperwork to get re-routed to the dealership. Complainant has confirmed the vehicle has been registered, and explained it was approximately four (4) months after purchase for the vehicle to get registered. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to issue registration documentation to customers in a timely manner.

Recommendation: Letter of Instruction.

Commission Decision: Concur

60. 2025010691 (TH)

Date Complaint Opened: 03/03/2025

First Licensed: 10/18/2017

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent sold the vehicle without disclosing it was salvaged or without following the proper steps for a rebuilt title prior to selling the vehicle. The following documents were signed: Warranty Disclaimer, Bill of Sale, Buyers Guide, Retail Installment Contract. However, there was not a signature on the Notice of Rebuilt/Salvage Vehicle acknowledgement, nor was there a copy of the title provided. In a follow-up statement with Complainant, they asserted they were not provided the vehicle title and had no knowledge of the vehicle having a rebuilt title. Despite an on-site audit and numerous requests, Respondent failed to provide evidence to dismiss the allegations.

Counsel recommends assessing a One Thousand Five Hundred Dollar (\$1,500.00) civil penalty for selling a rebuilt vehicle without obtaining the required signed disclosure form in violation of Tennessee Code Annotated § 55-17-114(b)(1)(K).

Recommendation: One Thousand Five Hundred Dollar (\$1,500.00) civil penalty for selling a rebuilt vehicle without obtaining the required signed disclosure form in violation of Tennessee Code Annotated § 55-17-114(b)(1)(K).

Commission Decision: Concur

61. 2025011751 (TH)

Date Complaint Opened: 03/07/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was filed anonymously. Complainant alleges Respondent is illegally titling and selling vehicles in Tennessee. Complainant states Respondent is bringing over Australian made vehicles and then putting on the paperwork that they are constructed vehicles to obtain a constructed vehicle title in Tennessee.

On April 8, 2025, an audit of Respondent was conducted by the County Clerk's Office. The inquiry was conducted for the calendar years of 2024 and 2025. The results revealed a total of one (1) documented sale of a used vehicle in 2024 and no documented sales in 2025. The audit also revealed a total of eighteen (18) vehicles were purchased in 2024-2025 for which all were either bare shell or special constructed vehicles. Respondent provided a notarized written explanation of his business, the rebuilding process, their understanding of the five (5) vehicles per twelve (12) period limit, and receipts for parts. Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

62. 2025011161 (TH)

Date Complaint Opened: 03/05/2025

First Licensed: 09/19/2024

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A complaint was filed alleging Respondent was not operating from their licensed address. Specifically, the complaint alleges Respondent's licensed address was an "empty building" without "power or water connected."

On April 3, 2025, an investigator met with Respondent at the dealership location and when they arrived observed there was a new electrical meter installed, and the interior lights were on. The investigator also checked the water in both restrooms and found both in working order. Respondent explained when they purchased the building from their office manager that the utilities were turned off and they did not realize it.

Respondent offers "title services" and advised their customers are mostly out of state that cannot get a title for a vintage motorcycle. Respondent states their business is done primarily online and they have the building as it is a requirement to have a dealership license. The investigator directed Respondent that all utilities needed to be kept on, and Respondent advised they understood. Respondent informed the investigator they are in the process of renovating the building. Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

63. 2025011501 (TH)

Date Complaint Opened: 03/06/2025

First Licensed: 04/03/2006

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a former employee of Respondent. Complainant alleges a sales manager was asking Complainant to fraudulently do "payment packaging."

Respondent denies the allegations, and asserts the complaint is from a "disgruntled former employee."

There has been no evidence provided establishing a violation on behalf of Respondent. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

64. 2025016241 (TH)

Date Complaint Opened: 03/24/2025

First Licensed: 03/08/2023

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent sold them a faulty vehicle. Complainant states after driving around one hundred (100) miles on the vehicle it began to have issues. Complainant explains they brought the vehicle to a mechanic, and it was diagnosed to have a blown motor. Complainant alleges Respondent then offered to fix the vehicle at an "inflated" price.

Respondent states they understand Complainant's frustration and explain the vehicle was sold as a modified vehicle out of factory warranty and "as-is." Respondent states this was explained to Complainant and noted on the signed Buyers Guide. Respondent explains Complainant test drove the vehicle and had no complaints with the vehicle until

approximately two (2) months after purchase. Respondent explains despite the vehicle being sold “as-is” they made a good faith effort to assist Complainant by offering the new engine at a discounted price.

There has been no evidence provided establishing a violation on behalf of Respondent. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

65. 2025016571 (TH)

Date Complaint Opened: 03/25/2025

First Licensed: 04/21/2022

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The complaint alleges Respondent sells salvage/rebuilt vehicles without informing customers. Complainant’s partner purchased a vehicle from Respondent (hereinafter “the customer”), and Complainant alleges Respondent failed to inform the customer that the vehicle was rebuilt. Complainant alleges despite the customer signing the Notice of Disclosure, that it was not properly disclosed as the customer does not speak English and was not provided a translation. Complainant alleges Respondent handed the customer a “stack of papers” and showed them where to sign.

Respondent provided signed “As-Is” paperwork and signed Notice of Disclosure of Rebuilt or Salvage Vehicle. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

66. 2025009831 (TH)

Date Complaint Opened: 02/18/2025

First Licensed: 07/07/2005

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

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

The complaint alleges Respondent incorrectly registered the vehicle in Complainant mothers name rather than Complainants name. Respondent “categorically denies the deceptive practices alleged in the complaint.” Respondent states when Complainant initiated the purchase, they “explicitly requested a joint purchase” between Complainant and their mother. Respondent states as gesture of good will to resolve the issue, they arranged a trade-in and a new co-borrower loan to align with the customers’ desired intent. Respondent states Complainant has signed the new paperwork, and the documents are enroute to Complainant’s mother for final execution. Respondent states upon completion, the vehicle will be registered in Complainant’s home state Pennsylvania with both parties listed on the loan.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, and Deceptive).

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

Commission Decision: Concur

67. 2025006501 (TH)

Date Complaint Opened: 02/10/2025

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 they have encountered issues after bringing their vehicle to Respondent’s dealership for repairs on their vehicle. Complainant alleges the first time they brought the vehicle to the dealership that Respondent “deleted” the check engine light without repairing the issue. Complainant states Respondent has since had the vehicle for six (6) months without completing the repair.

Respondent states the complaint is based potential product liability issue which the manufacturer would be responsible for not Respondent. Respondent states, nevertheless, upon receipt of the complaint Respondent conducted a thorough investigation and disputes the claims made in the complaint. Respondent explains upon Complainant witnessing the check engine light’s reappearance, Respondent initiated a new repair order and identified a random misfire and have been working with the manufacturer/warranty company to determine the appropriate course of action. Respondent states they have no control over the diagnostic procedures, approval timelines, or warranty coverage decisions. Furthermore, Respondent asserts they repaired the vehicle, and continue to attempt to repair this vehicle, all times in a workmanlike manner. Respondent states prior to the complaint they received no allegations of negligence made from Complainant. Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

68. 2025014171 (TH)

Date Complaint Opened: 03/14/2025

First Licensed: 08/11/1998

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased the vehicle unseen and alleges they were told the vehicle had two (2) key fobs included. However, Complainant states when the vehicle was delivered there were not two (2) key fobs present. Complainant alleges it would cost them over one thousand dollars (\$1,000.00). Complainant states Respondent is failing to remedy the issue.

Respondent apologizes for the frustration Complainant experienced. Respondent explains they reviewed all recorded calls, emails, and chat transcripts with Complainant and found no record of key fobs being discussed.

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

Recommendation: Close.

Commission Decision: Concur

69. 2025014921 (TH)

Date Complaint Opened: 03/18/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a licensed dealership. Complainant alleges their research shows Respondent does not have an active business license. Complainant states they sold a vehicle to Respondent and have been unable to repossess the vehicle as the vehicle is at a residence rather than the address listed as the business location. Complainant states they have attempted to obtain help from law enforcement but were told it was a civil issue. Complainant explains they are working with an attorney to repossess the vehicle and are involved in active court proceedings. Complainant alleges Respondent is attempting to fraudulently re-sell two (2) vehicles originally sold to Respondent by Complainant.

Respondent states the vehicle remains at their repair shop and has been there since purchase. Respondent states they have offered Complainant the opportunity to come inspect the vehicles, but Complainant has failed to do so.

This matter appears to be outside the jurisdiction of the Commission and, as such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

70. 2025016261 (TH)

Date Complaint Opened: 03/24/2025

First Licensed: 04/02/1998

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges the vehicle Respondent sold them was a “lemon.” Complainant explains on March 3, 2025, they purchased a vehicle from Respondent, and on March 4, 2025, there was antifreeze leaking from the vehicle. Complainant states on March 6, 2025, the vehicle

was inspected by a mechanic who expressed the vehicle's radiator was "busted." Complainant states on March 7, 2025, they took the vehicle to Respondent, and after three (3) days, it was diagnosed to have a "blown" radiator and head gasket. Complainant alleges Respondent refused to repair the vehicle, provide another vehicle, or issue a refund.

Respondent states the 2010 vehicle was purchased "As-Is" by Complainant after a test drive and provided the signed documentation. Respondent states they requested for Complainant have the vehicle towed to the repair shop after learning the radiator was damaged; however, Complainant drove the vehicle to Respondent. Respondent alleges this action worsened the vehicle's condition. Respondent further alleges they offered Complainant a "minivan" to drive for a "few weeks" while Respondent "figured out" the issues with the vehicle. Complainant contends, however, Complainant refused this offer as their spouse "was not driving a minivan." Respondent states despite the vehicle being purchased "As-Is," they were willing to repair the radiator if Complainant had towed the vehicle to Respondent's location as a goodwill gesture.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) False, Fraudulent, and Deceptive.

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

Commission Decision: **Concur**

71. 2025017281 (TH)

Date Complaint Opened: 03/29/2025

First Licensed: 05/13/2020

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states in November of 2023, they won an auction to purchase a vehicle from Respondent, and upon delivery, the vehicle began experiencing issues. Complainant states after driving approximately four hundred and eighty (480) miles over a “few weeks,” the vehicle experienced engine failure. Complainant alleges the engine failed due to oil put in the vehicle by Respondent.

Respondent states the vehicle was purchased “As-Is” via an online auction. Respondent states potential buyers are given a week to research and inspect the vehicle, and all vehicles are documented and described to the best of Respondent’s knowledge at the time of the listing. Respondent states the vehicle was “highly modified,” and was listed on the website with around two hundred (200) photos, along with multiple videos showing the condition of the car. Respondent alleges the vehicle had “zero issues” at the time of the sale and was represented in its current condition at the time of sale. Respondent states that, according to their records, the vehicle’s oil was not changed during their ownership, and that they did not hear from Complainant until approximately five hundred (500) miles were driven on the vehicle. Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

72. 2025019891 (TH)

Date Complaint Opened: 03/27/2025

First Licensed: 11/26/2014

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

During an annual inspection at Respondent’s location on March 27, 2025, an inspector discovered the dealership's manager, who is also the spouse of the owner, was operating

on an expired salesperson license (expired on July 31, 2023). Additionally, it was discovered the owner was also operating on an expired salesperson license (expired on December 31, 2018). Respondent's annual sales report shows the business sold ninety-nine (99) vehicles in 2024. Additionally, the sales invoices for the 2025 year to date showed eleven (11) vehicles were sold in January 2025, fifteen (15) in February 2025, and eleven (11) in March 2025. As such, Counsel recommends the Commission authorize assessing a Twenty Thousand Dollar (\$20,000.00) civil penalty for Respondent's unlicensed activity.

Recommendation: Authorize assessing a Twenty Thousand Dollar (\$20,000.00) civil penalty for Respondent's unlicensed activity.

Commission Decision: Authorize assessing a Ten Thousand Dollar (\$10,000.00) civil penalty for Respondent's unlicensed activity.

73. 2025012471 (TH)

Date Complaint Opened: 03/10/2025

First Licensed: 02/17/2021

Expiration: 02/28/2027

License Type: Recreational Vehicle Dealer

History (5 yrs.): None.

Complainant, an out-of-state purchaser, explains they did not receive their registration for the RV purchased from Respondent in November 2024 until March 5, 2025. Further, Complainant alleges Respondent failed to make the agreed-upon repairs before delivery. Complainant states, as such, they had to cover the necessary repairs.

Respondent alleges their service department made all repairs authorized during the sale before delivery. Respondent states they submitted a check request to reimburse Complainant for the microwave repairs Complainant had to complete.

Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to issue customers their registration documentation promptly, as well as Tennessee Code

Annotated § 55-17-114(b)(1)(K) False, Fraudulent, and Deceptive.

Recommendation: Letter of Instruction.

Commission Decision: Concur

74. 2025017021 (TH)

Date Complaint Opened: 03/27/2025

First Licensed: 11/13/2018

Expiration: 09/30/2026

License Type: Recreational Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they paid for an RV from Respondent for their brother-in-law who failed to pickup the unit. Complainant states Respondent is now refusing to release the RV to them or to refund Complainant alleging the unit was not purchased by Complainant.

Respondent states they contracted the deal with Respondent's brother-in-law and only received payment from Complainant.

The matter in this complaint appears to be of civil nature, and outside the jurisdiction of the Commission. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

75. 2025012761 (TH)

Date Complaint Opened: 03/11/2025

First Licensed: 09/01/1991

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent misrepresented the condition of the vehicle at the time of sale. Complainant states after purchase the vehicle began having mechanical issues. Complainant makes further allegations of odometer tampering.

Respondent states Complainant purchased the vehicle "As-Is," with no warranty. Further, Respondent states Complainant signed the Bill of Sale indicating the vehicle had been inspected and was being sold "As-Is."

Counsel recommends closing this complaint and referring the matter to CID for further investigation into the odometer tampering allegations.

Recommendation: Close and refer the matter to CID for further investigation into the odometer tampering allegations.

Commission Decision: Concur

76. 2025013001 (TH)

Date Complaint Opened: 03/12/2025

First Licensed: 05/26/2011

Expiration: 05/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states despite having a signed Buyer's Agreement for Respondent to hold a vehicle, contingent only on obtaining third party financing, Respondent sold the vehicle to another party.

Respondent states Complainant never placed a deposit to hold the subject vehicle, never provided proof he had obtained financing, and never provided funds before the vehicle was sold to another customer.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) False, Fraudulent, and Deceptive.

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

Commission Decision: **Concur**

77. 2025013391 (TH)

2025019021

Date Complaint Opened: 03/14/2025, 04/04/2025

First Licensed: 08/06/2001

Expiration: 07/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with a letter of warning for selling vehicles with known safety issues. 2021 – three complaints closed with a letter of warning for late delivery of titles.

2025013391:

Complainant states there was a delay in obtaining their title from Respondent. Respondent explains Complainant needed a disabled tag and there was a delay. Respondent provided copies of Complainant's registration. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

2025019021:

This was a duplicate complaint of 2025013391. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

78. 2025016201 (TH)

Date Complaint Opened: 03/18/2025

First Licensed: 04/11/1994

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

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

Complainant alleges Respondent failed to honor an advertised price on a vehicle. Respondent states Complainant inquired online about the possible purchase of a vehicle, but no deal was made. Respondent states they explained to Complainant the vehicle was an

allocated vehicle” which was not even production yet and displaying a temporary VIN with temporary pricing. Respondent states correct pricing is updated once the vehicle is assigned a permanent VIN in production. Respondent explains the value-added pricing on the vehicle is listed online, once in freight, and on the window of the vehicle while sitting in inventory. Respondent states they also have a disclaimer on their website which states "May not represent actual vehicle. (Dealer prices, Options, colors, trim and body style may vary). Excludes tax, tag, title and registration. Dealer documentation fee of \$599 not included." Letter of Warning pertaining to advertisement regulations.

Recommendation: Letter of Warning.

Commission Decision: Concur

79. 2025016911 (TH)

Date Complaint Opened: 03/27/2025

First Licensed: 06/01/2023

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was filed to inform Respondent was no longer open and operating. On May 6, 2025, an inspector drove to the location and found it to be closed and no one on site. The investigator took photos of the business showing pad locks on the gate and front door. The investigator submitted an out of business request. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

80. 2025019721 (TH)

Date Complaint Opened: 03/26/2025

First Licensed: 07/29/2014

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant, an out of state customer, filed this complaint alleging delay in obtaining registration documentation. However, Complainant has since followed up expressing all issues have been resolved. Respondent explains the vehicle was originally sold on February 18, 2025, and after following their standard procedures the title was delivered on April 1, 2025. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

81. 2024051171 (TH)

2025019151

2025024891

2025022161

Date Complaint Opened: 09/13/2024, 04/05/2025, 05/01/2025, 04/22/2025

First Licensed: 05/09/2003

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2024051171:

Complainant states Respondent failed to honor a price advertised on Respondent's website. Complainant alleges Respondent further confirmed the price via email but refused to move forward with selling the vehicle at the advertised price.

Respondent states their website has a disclaimer that any unintentional errors in pricing online will not be honored. Specifically, Respondent notes the vehicle in question was listed at Ninety-Eight Thousand Nine Hundred Ninety-Eight Dollars (\$98,998.00) with an Eighty-Nine Thousand Four Hundred and Forty-Eight Dollar (\$89,448.00) discount making the vehicle listed for Nine Thousand Five Hundred and Fifty Dollars (\$9,550.00). Respondent notes due to it being such a large pricing error in the advertisement they were unable to honor the price. Counsel recommends closing this complaint with a Letter of Warning pertaining to advertisement regulations.

Recommendation: Letter of Warning.

Commission Decision: Concur

2025019151:

Complainant, an out-of-state purchaser, states they bought a vehicle from Respondent in 2024. Complainant explains once they got the vehicle back to their home state, they learned there was a "mileage blocker" on the vehicle altering the actual mileage.

The response explains that Complainant and Respondent have negotiated this issue in arbitration. Respondent states they learned upon inspection that there was a mileage blocker device found behind the instrument cluster. Respondent explains these devices are undetectable unless the dashboard and instrument cluster are removed. Respondent states, as testified in the arbitration case, there was no reasonable expectation for Respondent to remove the dashboard and instrument cluster since there were no known mechanical issues at that point. Respondent provided the ruling from the arbitration hearing, which found Respondent was not at fault nor should have known of such device. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

2025024891:

Complainant states on April 28, 2025, their daughter purchased a used vehicle from Respondent. Complainant states they test drove the vehicle, the salesperson went over the Carfax, and that it had all regular maintenance and new parts. Complainant states, however, shortly after purchase, the vehicle began to have issues, and the transmission needed repair. Complainant states Respondent refused to repair the vehicle.

Respondent states the vehicle was sold “As-Is” with multiple warnings that the vehicle was being sold with no warranty and being purchased in its current condition. Respondent provided the signed documentation. Additionally, Respondent notes the vehicle purchased was over ten (10) years old with Two Hundred and Thirty Thousand (230,000) miles. Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

2025022161:

Complainant states shortly after purchasing a vehicle from Respondent, the vehicle began to have mechanical issues. Complainant explains they were informed the vehicle needed a new catalytic converter, despite being under the belief the vehicle was in good condition at the time of sale.

Respondent states the vehicle was sold “As-Is” with multiple warnings that the vehicle was being sold with no warranty and being purchased in its current condition. Respondent provided the signed documentation. Additionally, Respondent notes the vehicle purchased was over nine (9) years old with over a Hundred Thousand (100,000) miles. Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

82. 2025000651 (TH)

Date Complaint Opened: 12/30/2024

First Licensed: 02/07/2020

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with \$1,500 civil penalty for employing unlicensed salesperson(s) and misuse of dealer plates. 2023 – One complaint closed with \$4,500 agreed citation for unlicensed activity by a salesperson and issuing more temporary tags than allowed.

This complaint is based on a Notice of Violation issued after an annual inspection. Respondent has two licensed salespeople. However, the inspector observed that the Respondent failed to post either salesperson license as required by the Commission. Accordingly, Counsel recommends issuing a Letter of Warning reminding Respondent to keep their salesperson licenses active and posted.

Recommendation: Letter of Warning.

Commission Decision: Concur

83. 2025016941 (TH)

Date Complaint Opened: 03/27/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent is operating as an unlicensed dealer. Respondent explains they are licensed as a truck company and truck repair company, and not a dealership. Respondent states they do not operate a dealer. Respondent states an “unhappy neighbor” is filing complaints against them with multiple agencies.

No evidence establishing unlicensed activity by Respondent was provided. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

84. 2025022041 (TH)

2025030341

Date Complaint Opened: 04/21/2025, 05/29/2025

First Licensed: 05/28/2024

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025022041:

Complainant states they purchased a vehicle from Respondent on March 16, 2025. Complainant states, despite paying for the vehicle with a cashier’s check, they have not received the title, and Respondent has stopped communicating with Complainant.

Respondent failed to answer the complaint, and an investigator found Respondent's location to be abandoned. As such, Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur

2025030341:

Complainant alleges Respondent failed to deliver registration information. An investigator found Respondent's location to be abandoned. As such, Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur

85. 2025022171 (TH)

Date Complaint Opened: 04/22/2025

First Licensed: 01/04/2007

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent sold them a salvaged vehicle without disclosing. Complainant explains they learned the vehicle was previously salvaged from their insurance company.

Respondent explains the vehicle was sold with a rebuilt title. Respondent states

Complainant was made aware of the vehicle being rebuilt and signed the required disclosure form. Respondent provided a copy of the signed disclosure form. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

86. 2025022221 (TH)

Date Complaint Opened: 04/22/2025

First Licensed: 05/27/2020

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a \$1,000 agreed citation for open titles.

Complainant alleges their vehicle began having mechanical issues after purchase from Respondent. Respondent states the vehicle was purchased “As-Is” after Complainant test drove the vehicle. Respondent states Complainant noted “imperfections” with the vehicle’s rear bumper and issues with the steering wheel volume control buttons after the test drive. Respondent states, accordingly, they lowered the purchasing price on the vehicle to offset the issues noted by Complainant. Respondent advises the vehicle is an eleven (11) year old car with over a Hundred and Twenty Thousand (120,000) miles. Respondent provided the Complainant signed “As-Is” signed documentation. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

87. 2025024571 (TH)

Date Complaint Opened: 05/01/2025

First Licensed: 01/03/2024

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states a month after purchase they had not yet received their title. Complainant states Respondent requested for Complainant to return the vehicle for a refund as they were having issues obtaining the title from the auction. However, Complainant states they denied the request as they believe they are owed an additional One Thousand Five Hundred Dollars (\$1,500.00) for repairs Complainant put into the vehicle.

Respondent states they offered either a full refund or a replacement vehicle priced at the same purchase price after learning the auction was unable to provide the vehicle's title. However, Respondent has since followed up advising the vehicle's title has been obtained from the auction, and the vehicle has been registered. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

88. 2025025581 (TH)

Date Complaint Opened: 05/05/2025

First Licensed: 05/11/2022

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s).

Complainant states on July 18, 2024, they purchased a vehicle from Respondent with an extended warranty. Complainant states the vehicle has had ongoing issues, and they have had to cover repairs on the vehicle despite having a warranty. Complainant states Respondent has acted fraudulently and failed to reimburse Complainant. Additionally, Complainant states the vehicle has since been stolen, and they have filed a claim with their insurance company.

Respondent states Complainant took delivery of the vehicle on July 18, 2024, in North Carolina. Respondent explains upon delivery, Complainant reviewed and signed the contract documents, including the retail installment contract, vehicle condition acknowledgment, and warranty enrollment forms. Respondent contends no visible damage was noted or reported at the time of delivery, and Complainant signed off confirming the vehicle's condition. Respondent explains that while the vehicle is under the manufacturer's warranty, and that an extended warranty was purchased by Complainant, no service records or requests were filed for the vehicle. Respondent states any postponement in Complainant obtaining the warranty paperwork was due to a delay in obtaining the paperwork from the warranty company. Respondent states all paperwork on their end for the warranty was completed timely and sent to the financier. Respondent explains that once Complainant requested the documentation, they had it sent to Complainant.

There does not appear to be evidence provided to establish a violation on behalf of Respondent with the Commission jurisdiction; as such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

89. 2025023421 (TH)

Date Complaint Opened: 04/28/2025

First Licensed: 03/13/2001

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a \$250 consent order for false, misleading, or deceptive advertising.

Complainant alleges their trustee purchased a vehicle from Respondent on March 11, 2025, and now Respondent is refusing to deliver the vehicle.

Respondent alleges Complainant is attempting to defraud the dealership. Respondent states on April 10, Complainant came into their dealership and presented documentation which was generated by Complainant filing a Motor Vehicle Temporary Lien on a new 2025 vehicle in Respondent's inventory at the dealership. Respondent states they inquired about the vehicle in question from the manufacturer, are still in possession of the vehicle, and have the vehicle's Manufacturer Certificate of Origin (MSO), which verifies Respondent as the rightful owner of the vehicle. Respondent states Complainant is fraudulently misrepresenting the facts and explains they have had multiple phone conversations with the office of the Tennessee Secretary of State to discuss the Motor Vehicle Temporary Lien Acknowledgment documentation. Respondent notes the matter is with the Secretary of State's legal department, and Law Enforcement is also involved after Complainant came to the dealership "shouting."

This matter appears to be outside the jurisdiction of the Commission and, as such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

90. 2025019481 (TH)

Date Complaint Opened: 04/08/2025

First Licensed: 08/07/2019

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states on January 31, 2025, they purchased a vehicle from Respondent, and on February 5, 2025, discovered the vehicle did not have any oil. Complainant alleges despite having the vehicle's oil changed, they encountered the same issues a few days later. Complainant states Respondent is refusing to refund Complainant or provide a new vehicle.

Respondent states while they understand Complainant's frustration, the vehicle went through a full inspection before the sale, and Respondent did not observe any issues with the vehicle. Respondent states Complainant did not purchase a warranty on the vehicle. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

91. 2025020031 (TH)

Date Complaint Opened: 04/10/2025

First Licensed: 05/26/2011

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with letter of warning regarding an advertising violation.

Complainant states they received a Veterans' Assistance Allowance Grant to purchase a vehicle. However, Complainant alleges while attempting to complete a purchase from Respondent, they were going to be required to pay sales tax for the full amount of the vehicle. Complainant alleges this should not be required with the Allowance Grant. Complainant alleges Respondent is acting fraudulently.

Respondent states they were not aware of the exemption for sales taxes Complainant was seeking at the time of sale. Respondent explains that while Complainant has since purchased a vehicle from a different dealer, they have spoken to Complainant and resolved their issues.

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

92. 2025020291 (TH)

Date Complaint Opened: 04/11/2025

First Licensed: 06/07/2012

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with letter of warning for failure to respond to a complaint. 2024 – One complaint closed with \$250 agreed citation for business license violation. One complaint closed with letter of warning for failure to provide a timely response to the Commission’s request for a response to a complaint. 2025 – One complaint closed with a letter of instruction reminding Respondent to issue registration documentation to customers in a timely manner.

Complainant alleges Respondent failed to make the agreed-upon repairs on a vehicle. However, Complainant’s attorney has followed up requesting to withdraw the complaint, expressing that Complainant and Respondent reached an “amicable resolution.” As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

93. 2025021731 (TH)

Date Complaint Opened: 04/18/2025

First Licensed: 08/12/2019

Expiration: 07/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges delay in obtaining title to register the vehicle. However, Respondent confirmed Complainant received the title to their vehicle. Respondent explains Complainant received the title within sixty (60) days of purchase. Respondent states during the sixty (60) days Complainant received an extension on their temporary tag for the vehicle. Respondent states the slight delay was due to the auction. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

94. 2025022191 (TH)

Date Complaint Opened: 04/22/2025

First Licensed: 09/27/2023

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a letter of instruction reminding Respondent to issue registration documentation to customers in a timely manner.

Complainant states there was a delay in obtaining their registration documentation from Respondent. Complainant has since had their vehicle registered and received their permanent plate in June 2025; however, the vehicle was purchased in November 2024. Respondent states the postponement in providing the registration for the vehicle was due to a delay in obtaining the electronic title from Florida for the vehicle through a third-party company.

Due to the extreme delay in providing Complainant's registration in violation of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, and Deceptive), Counsel recommends authorizing assessing a One Thousand Dollar (\$1,000.00) civil penalty.

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

Commission Decision: Concur

95. 2025022421 (TH)

Date Complaint Opened: 04/23/2025

First Licensed: 02/04/2022

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

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

Complainant alleges after purchasing a vehicle Respondent removed their name from the loan leaving only Complainant's co-signer's name.

Respondent denies the allegations. There was no evidence provided to establish a violation on behalf of Respondent. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

96. 2025024271 (TH)

Date Complaint Opened: 04/30/2025

First Licensed: 12/03/2019

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title. 2022 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed. 2025 – One complaint closed with letter of instruction regarding timely issuance of registration documents to customers.

Complainant states they purchased a vehicle from Respondent in cash in October 2024 but had not received their title as of the time of their complaint, April 30, 2025. Respondent has confirmed Complainant has since received the title and registration on the vehicle has been completed. Respondent explains the delay was due to an issue with the back of the title, and a general affidavit was needed. However, due to the extreme delay in providing Complainant's registration in violation of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, and Deceptive), Counsel recommends authorizing assessing a One Thousand Dollar (\$1,000.00) civil penalty.

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

Commission Decision: Concur

97. 2025026061 (TH)

Date Complaint Opened: 05/07/2025

First Licensed: 06/17/2023

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased their vehicle from Respondent on February 15, 2025. Respondent explains, however, as of May 7, 2025, they had not received their title. However, Respondent has informed Counsel that Complainant was picking up their registration documentation and permanent tag the week of June 26, 2026. Respondent explains they had to apply for a duplicate title, which was the cause of the slight delay. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to issue registration documentation to customers in a timely manner.

Recommendation: Letter of Instruction.

Commission Decision: Concur

98. 2025025391 (TH)

Date Complaint Opened: 05/04/2025

First Licensed: 02/01/2022

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a letter of instruction for engaging in false, fraudulent, or deceptive practice(s).

Complainant alleges Respondent did not inform them the vehicle had been in a second accident prior to purchase. Complainant states despite being provided a Carfax on the vehicle by Respondent, they did not learn the vehicle had previously been in a second accident until after purchase through their insurance company. Additionally, Complainant states they were unaware of the scratches on the vehicle's windshield as they test drove the vehicle in the rain, and Respondent did not inform them of the damage. Complainant

believes Respondent “doctored” the Carfax.

Respondent denies Complainant’s allegations. Respondent states they provided the only Carfax available on the vehicle at the time of purchase and that there was no undisclosed damage to the vehicle. Respondent states at the time of sale, their certified service department conducted a full inspection of the vehicle and addressed any needed maintenance, including an oil change, full brake pad replacement, rotor resurfacing, new front wiper blades, and replacement of the engine and cabin filters. Respondent notes the vehicle is eight (8) years old with more than one hundred and eleven thousand miles (111,000). Additionally, Respondent advises the vehicle was purchased “As-Is” and provided the signed documentation. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

99. 2025026041 (TH)

2025034571

Date Complaint Opened: 05/07/2025, 06/17/2025

First Licensed: 11/12/2020

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

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

2025026041:

Complainant alleges they were overcharged by Respondent. However, Complainant followed up, expressing that their issues have been resolved, and a new deal has been reached between the parties. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

2025034571:

Complainant alleges issuing with Respondent paying off their trade-in. Respondent states all issues have been resolved with Complainant and there are no outstanding problems. Counsel recommends closing this matter with a Letter of Warning reminding Respondent to comply with the trade-in payoff requirements listed in Tennessee Code Annotated § 55-17-114(b)(4)(a)(iv).

Recommendation: Letter of Warning.

Commission Decision: Concur

100. 2025027011 (TH)

Date Complaint Opened: 05/14/2025

First Licensed: 10/04/2006

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a rebuilt vehicle from Respondent, and were informed all necessary repairs had been completed. Complainant explains that after purchase and driving the vehicle back to Michigan, they had their mechanic inspect the vehicle and learned a new front bumper was required. Complainant states Respondent only offered Two Hundred Dollars (\$200.00) compensation despite the mechanic quoting Seven Hundred Dollars (\$700.00) for the repairs. Complainant believes Respondent failed to disclose this information.

Respondent contends that a few weeks after purchase, Complainant contacted them, explaining that a mechanic in Michigan stated the vehicle's front bumper was loose and needed a new reinforcement. Respondent states they asked Complainant to bring the vehicle back to the dealership and allow Respondent to inspect the vehicle to see if a repair is needed or if the reinforcement could just be tightened; Respondent states they expressed to Complainant they would make any necessary repairs. However, Respondent states Complainant denied this offer and had the other mechanic complete the work on the vehicle. Respondent states despite selling the vehicle "As-Is," they still offered Complainant a Two Hundred Dollar (\$200.00) credit as a goodwill gesture to go towards the repairs. Counsel recommends closure, as based on the information provided, there is no evidence of a violation on behalf of Respondent of the Commission's regulations.

Recommendation: Close.

Commission Decision: Concur

101. 2025034671 (TH)

Date Complaint Opened: 06/17/2025

First Licensed: 06/14/2022

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed a letter of warning for engaging in false, fraudulent, or deceptive business practice(s).

Complainant alleges delay in title. However, Respondent has informed Counsel the issue has been resolved. Accordingly, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to timely issue registration documentation.

Recommendation: Letter of Warning.

Commission Decision: Concur

102. 2025027031 (TH)

Date Complaint Opened: 05/14/2025

First Licensed: 04/14/2016

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent sold them a vehicle with a “concealed defect.”

Respondent states they had no prior knowledge of any underlying conditions with the vehicle at the time of sale. Respondent explains the vehicle was sold “as-is” with no warranty and provided the signed disclosure. Respondent states Complainant test drove the vehicle prior to purchase and noticed no issues with the vehicle. Respondent explains when Complainant learned the vehicle’s transmission needed to be replaced due to a “pre-existing” condition they asked Respondent to re-negotiate with them. Respondent states Complainant asked for Respondent to either provide them a different vehicle similarly priced or return fifty percent (50%) of the price paid for their current vehicle and unwind the deal. Respondent explains they agreed to return the fifty percent (50%) and take the vehicle back as a good will gesture. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

103. 2025030541 (TH)

Date Complaint Opened: 05/30/2025

First Licensed: 09/10/2018

Expiration: 06/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with \$500 civil penalty for engaging in false, fraudulent, or deceptive practice(s).

This complaint was based on a referral from the Tennessee Highway Patrol, however this dealership is now closed. As such, Counsel is recommending closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Defer to October legal report and investigate further.

104. 2025028391 (TH)

Date Complaint Opened: 05/18/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was based on allegations of odometer tampering for an unlicensed individual. Additionally, an investigation confirmed the Respondent is currently involved in criminal investigation. Accordingly, counsel recommends closing and flagging this complaint, as well as referring the matter to CID for further investigation into the odometer tampering.

Recommendation: Close and flag, as well as referring to CID.

Commission Decision: Concur

105. 2025026911 (TH)
Date Complaint Opened: 05/13/2025
First Licensed: 08/18/2015
Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent is refusing to release the tag to their vehicle until Complainant provides Respondent a copy of their insurance. Respondent denies the allegation and states they “suggested” Complainant bring a copy. Based on the information provided, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent that they cannot withhold a consumer's tag under Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, and Deceptive).

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

Commission Decision: Concur

106. 2025029601 (TH)
Date Complaint Opened: 05/25/2025
First Licensed: 09/28/2018
Expiration: 09/30/2024 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they delay in obtaining title from Respondent. Complainant purchased the vehicle on or about February 10, 2025. Respondent states on February 17, 2025, they contacted Complainant to inform them the title paperwork was ready to be picked up.

However, Respondent states Complainant did not return their calls at the time and did not come into the dealership to pick up the title until May 27, 2025. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur

RE-PRESENTATIONS

- 107. 2024067761 (ES)**
Date Complaint Opened: 12/20/2024
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Respondent – Collective Description for both A&B

Respondent A – Unlicensed entity with an approved “display” or “showroom”

Respondent B - Licensed Dealer referred to as “service location”

Respondents A & B utilize the same line make

Respondent C – Licensed Dealer with unique line makes

Common Automotive Group owns all three entities: A, B, C

This complaint was opened on December 20, 2024, against **Respondent A** due to allegations

of unlicensed activity at a location where they do not have a dealer license. **Respondent A** was formally denied licensure at this location. **Respondent A** appealed the denial and requested a hearing in front of the Commission, and then withdrew their appeal less than a month later. **Respondent B** then obtained a dealer license at a different location less than 40 miles away. **Respondent A** was informed they could not obtain a dealer license at the location at issue because they did not meet certain facility requirements laid out in our rules and statutes. **Respondent A** inquired if they could open a showroom at this location instead of a dealership. It appears **Respondent A** made arrangements to have a dealership at this location prior to checking with the Commission about requirements. The Executive Director attempted to work with **Respondent A** to allow them to utilize the space in a way that would not be a violation of law. The Executive Director sent various communications to **Respondent A** in writing via email. These emails instructed **Respondent A** that they could only have a showroom at the location and could not engage in any advertising, sales, negotiating, or any activity that a dealer would engage in because they did not have a dealer license for this particular location. Specifically, Rule 0960-01-.17(8) allows a manufacturer, distributor or motor vehicle dealer to display at a single location as long as no representatives of the displayer are present, and no sales solicitations take place at the single location display. The Commission cited this Rule in emails when instructing **Respondent A** on the limitations of their showroom.

Additionally, the Executive Director, legal counsel for the Commission and another individual visited the showroom location in person to further provide instruction and guidance. **Respondent A** was instructed they could only display vehicles, and it was mutually agreed between the **Respondent A** and the Commission that they could utilize the location only as a showroom. **Respondent A** confirmed in writing in response to the emails that they understood the limitations and opened the showroom at this unlicensed location.

An investigation was conducted. The investigation revealed the following violations: unlicensed activity, deceptive advertising, and false, fraudulent or deceptive business practices involving the sale of a motor vehicle. **Respondent** advertised at least six vehicles for sale online using the showroom address. Further, **Respondent** identifies their showroom online in a way that third party vendors, such as CarGurus, pull information from their website and advertise vehicles for sale at the showroom. **Respondent** identifies their showroom online with a name that would likely lead consumers to believe the showroom is actually a dealership. **Respondent's** website refers to this location as a "retailer" and when you input a zip code to locate a dealer in Tennessee, the only option that pops up is this showroom location, not the actual licensed dealership location. **Respondent's** website actually refers to their licensed dealership location as a "service location".

The investigator visited the showroom and there was a sign on the door that listed the “dealer” name that **Respondent’s** website uses, which again, makes it appear to consumers that the showroom is a dealership. The sign provides a phone number and a QR code allowing consumers to make an appointment with a representative at the showroom. **Respondent A** allows at least two licensed salespersons to work at the showroom, and encourages consumers to make appointments at the showroom with the salespersons to inquire about the purchase of a vehicle. **Respondent A** admits to allowing consumers to test drive vehicles from the showroom an estimated ten times a month. There is a workstation with a computer in the showroom and **Respondent A** claims the workstation is only used to show training videos to their employees.

As mentioned above, **Respondent** advertised at least six vehicles for sale from the showroom location. Three of the vehicles had been sold to consumers by the time the investigation was conducted. **Respondent** states the paperwork and the actual sale of these three vehicles took place at their licensed dealership (**Respondent B**). However, the owner of the dealership and showroom also owns another licensed dealership (**Respondent C**) that sells different line makes and does not sell the line make of the vehicles at issue. That dealership (**Respondent C**) issued temporary tags to the vehicles advertised for sale at the showroom and sold at the licensed dealership. The deal files for the three vehicles sold by **Respondent’s** licensed dealer (**Respondent B**) list the showroom name as the “Seller/Dealer” (**Respondent A**) but use the licensed dealership (**Respondent B**) address. The Department of Revenue Application for Noting of Lien also uses the showroom name (**Respondent A**) as the “Dealer Name” but uses the licensed dealership (**Respondent B**) address. The vehicle’s titles use the showroom name (**Respondent A**) as the “Buyer” showing the initial title assignment to **Respondent A**. The Power of Attorney form uses the showroom name (**Respondent A**) instead of the licensed dealership (**Respondent B**) name. The Odometer Disclosure Statement uses the showroom name (**Respondent A**) as the Seller/Transferor. The deal file for one of the vehicles sold by the licensed dealer includes a copy of a check for the initial purchase of the vehicle by **Respondent** which is written from the bank account of the showroom (**Respondent A**), indicating the showroom purchased the vehicle from an auction. One of the vehicles sold included a Total Loss Protection Addendum which listed the dealer as the showroom (**Respondent A**) and used the showroom address. This document is a contract and clearly refers to the “dealer” as a party to the contract, which could be considered fraudulent. The same issue occurs within the Vehicle Protection Road Hazard Tire and Wheel Service Contract. The deal files include a document titled “We Owe,” which refer to the showroom (**Respondent A**) as the dealer and refer to the salesperson that work at the showroom. This licensed salesperson who works at the showroom clearly sold the vehicles to the consumers, but **Respondent** claims all of

the sales are completed at the licensed location (**Respondent B**). In general, the entire deal file for each of the three vehicles sold use the showroom name (**Respondent A**) instead of their licensed dealership (**Respondent B**) name. However, in most cases other than the check, the licensed dealership address is used with the showroom name. It appears when **Respondent A** was denied licensure at the showroom location, they never made any changes to reflect that in their internal business structure, business bank account, website, or in the way they hold themselves out to the public.

Counsel requested **Respondent** to provide a notarized statement as part of the investigation in order to provide insight into the business structure and how **Respondent** utilizes the licensed dealership (**Respondent B**) and their showroom (**Respondent A**). **Respondent's** Vice President issued the notarized statement. The Vice President heads an automotive group which owns the showroom, licensed dealership, and the dealership that issued the temporary tags mentioned above. The following is a summary of that statement and its contents. Respondent states the showroom "is not a full-service dealership, it is a showroom. The dealership is currently split into two locations (showroom address and licensed dealership address). The Finance Manager processes the paperwork for **Respondent** at the licensed location and the showroom is specifically for looking at options and getting full one-on-one experience with the vehicles." Consumers test-drive vehicles at the showroom on average less than ten times a month. Only "demo" vehicles not available for sale are located at the showroom and vehicles for sale are located at the licensed dealership. Two licensed salespersons for the licensed dealership are the employees that work at the showroom and consult with consumers there, but **Respondent** claims all paperwork is either done online or at the licensed dealership. Inventory vehicles are sometimes located at the showroom because they transport the salespersons to and from the licensed dealership. **Respondent** admits the manufacturer describes the physical location for the dealership at the showroom location, stating "this is the location where they want clients to experience their vehicles." **Respondent** blames the "City of Nashville" for prohibiting them from allowing transactions to occur at the showroom and fails to recognize or comprehend that the Commission is a separate entity who maintains authority over the licensure of dealerships. This is particularly concerning given the fact that they currently maintain multiple dealerships in various locations across the state. **Respondent** blames their "corporate" entity for their website contents and takes no accountability for what is included on their website. **Respondent's** banking address is the showroom address, and they explain they fully intended to only have one dealership location at the showroom location until "the city of Nashville" turned down their attempt to make that their sole location. **Respondent** admits to then opening the "second location" to "accommodate the city." **Respondent** further states their factory products were set up prior to them knowing they would not be approved for a dealer license at their intended location (showroom) so

they never corrected the address, which is why it appears on the Total Loss Protection Addendums and Road Hazard Service Contracts.

Counsel argues that it is clear by **Respondent's** notarized statement that **Respondent** always intended to use the showroom location as a dealership, and when they were denied licensure, they created the "showroom" to get around the law. **Respondent** appears to be treating both of their locations as dealerships. **Respondent** has not used the unlicensed location as a showroom as instructed. Respondent has ignored the instruction of the Commission and ignored the denial of licensure at their showroom location, in turn showing a lack of respect for the statutes and rules that govern the industry. Counsel recommends issuing a \$5,000 civil penalty against **Respondent A** for each violation, including: unlicensed activity at the showroom, including making appointments with consumers and allowing them to test drive vehicles (TCA 55-17-109); failure to supervise salespersons at the showroom allowing sales activity to take place (TCA 55-17-114(b)(1)(H)); deceptive advertising by using a dealer name interchangeably with their licensed dealership at another location (Rule 0960-01-.12(1)(b)); and false, fraudulent or deceptive acts involving the sale of a vehicle by identifying the showroom as a dealer on contractual paperwork for the sale of a vehicle and service products (TCA 55-17-114(b)(1)(K)). Counsel recommends a total civil penalty of \$20,000. Counsel argues the maximum civil penalty should be assessed for each violation because of Respondent's intentions in misusing the showroom and because there are multiple instances of each act. Penalty to be levied against **Respondent A** – unlicensed showroom.

Counsel recommends opening a complaint against the licensed dealership (**Respondent B**), which is owned by the same automotive group that owns **Respondent's** showroom. Counsel recommends issuing a \$5,000 civil penalty against this licensed dealership (**Respondent B**) for each violation, including: failure to obtain a license at a second dealership location where **Respondent** is attempting to advertise and sell vehicles (TCA 55-17-110); engaging in deceptive advertising by advertising vehicles for sale at the showroom (Rule 0960-01-.12(1)(b)); and failure to supervise salespersons, allowing them to work at the showroom and engage in sales activity (TCA 55-17-114(b)(1)(H)). Counsel recommends a total civil penalty of \$15,000. Counsel argues the maximum civil penalty should be assessed for each violation because of **Respondent's** intentions in misusing the showroom and considering there are multiple instances of each act. Penalty to be levied against **Respondent B** – licensed location – when a response to the complaint is received.

Counsel recommends opening a complaint against the licensed dealership (**Respondent C**)

who issued the temporary tags to the vehicles advertised for sale at the showroom but sold by the licensed dealership. This dealership is also owned by the automotive group that owns the showroom and other dealership. Counsel recommends issuing a \$1,000 civil penalty for each temporary tag issued, for a total \$3,000 civil penalty for false, fraudulent and deceptive acts involving the sale of a vehicle (TCA 55-17-114(b)(1)(K)). Penalty to be levied against **Respondent C** when response to complaint is received.

Recommendation: \$20,000 civil penalty against the showroom (Respondent A) for multiple violations; open a complaint against Respondent's licensed dealership location (Respondent B) and issue a \$15,000 civil penalty for multiple violations; and, open a complaint against the licensed dealership (Respondent C) that issued the temporary tags to vehicles sold by Respondent's licensed dealership, and issue a \$3,000 civil penalty for false, fraudulent or deceptive acts involving the sale of a vehicle

Commission Decision: \$20,000 civil penalty against the showroom (Respondent A) for multiple violations. Open complaints against Respondents B and C and present those matters at the next meeting.

New Information: Counsel, Taylor Hilton, Jason Gilliam and the Executive Director for the Commission met with Respondent and their attorney at the Commission's office after this complaint was presented per at the March Board meeting. Respondent requested this meeting because they believed they could provide information that would prove they did not commit any violations, and they believed the Commission was confused. Respondent argues that they are able to use their "unique" business models in other states without issue, and they don't understand why the Commission's statutes and rules don't allow them to operate in the same way they operate in other states. We explained all of the violations and issues to Respondent and their attorney in detail and went over the changes that needed to be made to bring the Respondent into compliance as a showroom, as well as their licensed dealership. Respondent asked for more time to provide mitigating circumstances and make changes so they could request for a reduction in the civil penalty. Months later, Respondent asked if they could reapply for a license at the showroom without addressing this complaint or the violations. Counsel explained they could reapply but made it clear Respondent needed to address and resolve this open complaint, as well as the other open complaints against their licensed dealership and a sister dealership who improperly issued temporary tags before the Commission would consider issuing a new license to the showroom. Respondent's attorney eventually sent Counsel a short email which failed to provide any mitigating circumstances, as promised, and failed to address any steps taken to fix the issues that led to the violations in the first place. Respondent's attorney only mentioned that Respondent stopped allowing test drives at the showroom. Respondent's attorney merely stated no "sales" took place at the showroom, they argued the

Consent Order's charges were redundant and attempt to punish them for the same thing, and they claimed that they have been fully cooperative and are committed to compliance. Respondent further argued that no consumer has ever been confused or misled. Respondent's attorney failed to address any of the issues listed in the Consent Order or discussed during the in-person meeting, other than the test drive issue. Counsel immediately responded to Respondent's email on 6/30/25 with the following:

"Can you provide some information about what steps your client has taken to correct the issues with their website advertising? I understand we discussed this issue during our meeting in person and your client mentioned the manufacturer has control but that does not excuse the advertising violations. Something has to be done to correct that, and it seems you and your client have failed to understand that these issues and violations are a large part of the civil penalty being assessed. You state the Consent Order is redundant, but these violations are separate from the fact your client was allowing test drives at their showroom. It is clearly laid out in the Consent Order, which I have quoted below:

- a. Respondent is engaging in online advertising, listing vehicles for sale at their showroom;**
- b. Respondent's website lists their showroom location as a retailer and refers to it as [dealership name];**
- c. Respondent fails to list their licensed dealership in [city, TN] as a retailer on their website;**
- d. Respondent fails to make a clear distinction online between their showroom location and their actual licensed dealership in [city], using "dealership name" to refer to both locations throughout their website;**
- e. Respondent defines their showroom as a "new take on automotive retail," where they provide "an in-person experience with the products and the brand";**
- f. Consumers have posted multiple online reviews referring to Respondent's showroom location, stating that they have scheduled appointments with a licensed salesperson at the showroom where they were able to engage in the "car-buying process," and would recommend visiting the showroom location to purchase a vehicle[.]**

When [Counsel] goes online, it still appears that the showroom is the only retailer location that a consumer can go to purchase vehicles from Respondent in Tennessee. This is misleading and false. We issue civil penalties for these kinds of violations to other dealers and [Respondent] cannot be excused because they have a different business model and because they aren't communicating with the manufacturer. I have attached screenshots to support the Consent Order facts

as listed above. When I try to shop for Respondent's vehicles, the website only leads me to the showroom, not the actual licensed dealership. It is true there have been no reports to our office of consumers being confused, but that does not change the fact that the website advertising is misleading if a consumer cannot go to the website and find the actual address of the licensed dealership and find where the inventory is located. Additionally, I have attached a screenshot of the statements made by a consumer which clearly shows there is confusion because they believe they purchased a vehicle from the showroom."

Respondent has failed to respond to Counsel's email. Respondent and their attorney are aware this matter is being represented at the July meeting and Counsel finds it important to note their failure to respond to any of the questions or arguments noted above despite Respondent's constant argument that they have fully cooperated and are in full compliance. Counsel argues Respondent and their attorney continue to make no real effort to address the issues surrounding this complaint and fail to take it seriously, arguing their unique business model is the way of the future and the state of Tennessee has simply failed to change their laws to support Respondent's business model. Respondent has been provided additional time and has been given every opportunity to make a clear argument, to fix their issues or to take responsibility, and the only real effort Respondent made was to ask about reapplying for a license at the showroom. Counsel argues Respondent and the manufacturer never checked the rules and statutes that govern the industry in Tennessee before spending money and setting up their business at the showroom location. Respondent attempts to put the blame on the Commission for failing to explain to them what they can and cannot do, despite the Commission's extreme effort to work with Respondent and their attorney prior to the time they opened the showroom, before they obtained a license at their dealership's location, and after the Consent Order was sent. Counsel recommends assessing the \$20,000 civil penalty due to the lack of effort by Respondent to address many of the violations and because Respondent has failed to make changes to their website which could cure most of the issues listed in the Consent Order.

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

New Commission Decision: **Concur**

108. 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

New Information: Counsel has sent the proposed Consent Order to the only address provided by the clerk for Respondent and all mail has been returned undeliverable. Additionally, Counsel ran a CLEAR report to attempt to find any other addresses associated with Respondent and all mail sent to additional addresses has been returned undeliverable. Counsel recommends notifying the county clerk to refuse to register any vehicles sold by Respondent and to notify the Commission if Respondent comes to their office or if they continue to see paperwork with Respondent's name listed. If Counsel is able to obtain a valid address for Respondent in the future, Counsel will re-open this complaint and attempt to personally serve Respondent. Counsel recommends closing and flagging this complaint.

New Recommendation: Close and flag

New Commission Decision: **Concur**

109. 2025002001 (ES)

Date Complaint Opened: 01/08/2025

First Licensed: 12/03/2015

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

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

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

Commission Decision: Concur.

New Information: Respondent's attorney reached out to Counsel to discuss the Consent Order and \$4,000 civil penalty. Respondent takes full responsibility for these violations and makes no excuses. Respondent hired an attorney to assist them in reviewing the rules and statutes to make sure they are compliant going forward. Respondent has been operating for almost 10 years without any issues or complaints. Respondent is a small business and only sold 64 vehicles last year. Respondent asks for leniency regarding the civil penalty. Counsel recommends lowering the civil penalty to \$2,000 considering the economic impact it will have on Respondent as a small business and their lack of disciplinary history.

New Recommendation: Authorize a \$2,000 civil penalty for issuing too many temporary tags

New Commission Decision: **Concur**

110. 2024063141 (ES)

Date Complaint Opened: 11/13/2024

First Licensed: 09/03/2021

Expiration: 08/31/2025 (CLOSED)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

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

dealer. Counsel recommends authorizing a \$1,000 civil penalty for failure to respond and opening a complaint against the licensed dealership that is allegedly employing Respondent's owner to verify whether they need to notify the Commission of the change in employment and whether the owner needs to surrender the dealer license because they are shutting down Respondent dealership.

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

Commission Decision: Concur.

New Information: Respondent's dealership has been closed since the beginning of the year, and the Commission officially cancelled their license on 6/12/25. Additionally, the Commission opened a complaint against the dealership where the owner has allegedly begun employment. Counsel recommends closing and flagging this complaint.

New Recommendation: Close and flag

New Commission Decision: Concur

111. 2024063361 (TH)

Date Complaint Opened: 11/27/2024

First Licensed: 06/05/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

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

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

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

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

Commission Decision: Concur.

New Information: Respondent requested that the Commission reconsider the penalty for their failure to respond. Respondent explains they went through a "tough time" with their buy/sale a year ago and lost a couple of key people in the office. Respondent states they lost institutional knowledge with the turnovers and have made "great strides" to get back to where they were.

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

New Commission Decision: **Concur**

112. **2025001351 (TH)**
 Date Complaint Opened: 01/09/2025
 First Licensed: N/A (Unlicensed)
 Expiration: N/A

 License Type: Motor Vehicle Dealer

History (5 yrs.): None.

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

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

Commission Decision: Concur.

New Information: Since Respondent is unlicensed individual, with no history of discipline with the Commission, and only sold one (1) vehicle over the allotted number of vehicles, Counsel is recommending considering closing this complaint with a Letter of Warning pertaining to unlicensed activity.

New Recommendation: Letter of Warning.

New Commission Decision: Concur

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

ROLL CALL VOTE

Nelson Andrews	YES
Tim Copenhaver	YES
Victor Evans	YES
Jim Galvin	YES
Karl Kramer	YES
Ian Leavy	YES
Dwight Morgan	YES
Stan Norton	YES
Hubert Owens	YES
John Rydell	YES
Farrar Vaughan	YES
Terry Yarbrough	YES
John Roberts	YES

MOTION CARRIED

LEGISLATIVE UPDATE – JULY 22, 2025

Assistant General Counsel, Sierra Shepard, addressed the Commission with updates on rules moving through internal review and is ready to be filed with the Governor's office. Ms. Shepard advised the Commission the retrospective rules package the Commission had planned to raise 4 licensing fees, however, that has changed to 2 fees. The following changes are moving forward transfers will increase to \$50, for each name change and line make the fee is changing to \$600, licensing fee for a show permit is being removed and staff is changing the rules for Motor Vehicle Shows.

INFORMATIVE ONLY – NO VOTE REQUIRED OR TAKEN

NEW BUSINESS

Assistant General Counsel, Erica Cable, address the Commission regarding DWD/Prestige Motors continuing attempts to become licensed, by submitting incomplete applications or applications that at the time of its submission or contained statements that were in light of the circumstances under which it was made, false or misleading with respect to any material fact.

Mrs. Cable requested the Commission to discuss whether they wished to allow the dealership to continue to appeal denials before the Commission.

After much discussion, Commissioner Leavy made a motion the Commission would not entertain an appeal from DWD/Prestige/Dilian Trent and Jayme Tharpe for one calendar year, beginning July 22, 2025, seconded by Commissioner Vaughan.

Chairman Roberts called for a Roll Call Vote

ROLL CALL VOTE

Nelson Andrews	YES
Tim Copenhaver	YES
Victor Evans	YES
Jim Galvin	YES
Karl Kramer	YES
Ian Leavy	YES
Dwight Morgan	YES
Stan Norton	YES
Hubert Owens	YES
John Rydell	YES
Farrar Vaughan	YES
Terry Yarbrough	YES
John Roberts	YES

MOTION CARRIED

OLD BUSINESS

Nothing to Report

PUBLIC COMMENTS

None

Adjourn

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

MOTION PASSED

MEETING ADJOURNED