

MINUTES

October 28, 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: October 28, 2025

PLACE: Room 1-A, Davy Crockett Tower

PRESENT: Commission Members:

Nelson Andrews
Tim Copenhaver
Sandra Elam
Victor Evans
Jim Galvin
Trisha Jung
Jim Keras
Karl Kramer
Ian Leavy
Dwight Morgan
Stan Norton
John Rydell
Charles West
Terry Yarbrough
John Roberts

ABSENT:

Hubert Owens
Farrar Vaughan

RULEMAKING HEARING – AMENDMENTS ADOPTED MARCH 17, 2025

Assistant General Counsel, Sierra Shepard, called the rulemaking hearing to order. Ms. Shepard requested the Commission introduce themselves for the record.

Commission Present –

Nelson Andrews
Tim Copenhaver
Sandra Elam
Victor Evans
Jim Galvin
Trisha Jung
Jim Keras
Karl Kramer
Ian Leavy
Dwight Morgan
Stan Norton
John Rydell
Charles West
Terry Yarbrough
John Roberts

Ms. Shepard advised the rulemaking hearing was taking place pursuant to Tennessee Code Annotated Section 4-5-204. The purpose of the rulemaking hearing was to solicit comments on amendments to the rules and regulations of the Motor Vehicle Commission.

The proposed rules make several amendments as a result of the retrospective rule review completed by the Department as required by the General Assembly’s enactment of Tenn. Code Ann. 4-5-213. First, the motor vehicle or recreational vehicle show fee will be deleted and two license fees will increase. Specifically,

Rule 0960-01-.14 License Fees – Subparagraph (1)(f) is amended by deleting the language “thirty-five dollars” and substituting the language “fifty dollars”

Rule 0960-01-14 License Fees – Subparagraph (1)(k) is amended by deleting the language “four hundred dollars” and substituting the language “six-hundred dollars”.

Rule 0960-01-.17 Motor Vehicle Shows – The title of the rule is amended by adding the words “and displays” so that as amended it reads, “Motor Vehicle Shows and Displays”. Additionally, this rule is amended by deleting subparagraph (7) and subparagraph (2) and deleting the word “show” and substituting that word for the word “display”. Finally, the rule is amended by renumbering subparagraph (8) as subparagraph (3) and deleting the phrase “without obtaining a motor vehicle show permit”.

Rule 0960-01-.21 Motor Vehicle or Recreational Dealer Facilities is amended by adding a new subparagraph (6), so that as amended, paragraph (6) will state the following: “A dealer must submit a new application and notify the Commission, in writing, within thirty (30) days of the date of anticipated change of location of their new facility.

Rule 0960-02-.11 Civil Penalties – is added as a new rule. This rules states that in a lawful

proceeding, the Commission may assess a civil penalty for each separate violation of a statute, rule or order. This applies to individuals or entities required to be licensed, registered or certified, who are otherwise subject to regulation by the Commission. It also provides factors the Commission may consider in determining an amount of a civil penalty. Rule 0960-02-.12 Compliance with state and Federal Laws and Regulations – is added as a new rule. It states that all of the Commission’s licensees must comply with all applicable state or federal laws and regulations.

A motion was made to adopt the amended rules by Commission Norton and seconded by Commissioner West.

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	ABSTAIN
TRISHA JUNG	ABSTAIN
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
JOHN ROBERTS	YES

MOTION CARRIED

A motion was made to adopt the Regulatory Flex Addendum by Commission Norton and seconded by Commissioner Galvin.

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	ABSTAIN
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES

STAN NORTON	YES
KARL KRAMER	YES
JOHN ROBERTS	YES

MOTION CARRIED

A motion was made to adopt the Local Government Impact Assessment by Commission Norton, and seconded by Commissioner Galvin.

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	ABSTAIN
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
JOHN ROBERTS	YES

MOTION CARRIED

A motion was made to adopt the Government Operations Information by Commission Norton and seconded by Commissioner Keras.

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	ABSTAIN
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES

KARL KRAMER YES
JOHN ROBERTS YES

MOTION CARRIED

HEARING ADJOURNED

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 Norton made a motion to adopt the Agenda, Seconded by Commissioner Galvin. Chairman Roberts called for a voice vote.

ROLL CALL VOTE

IAN LEAVY YES
CHARLES WEST YES
SANDRA ELAM YES
JOHN RYDELL YES
DWIGHT MORGAN YES
TRISHA JUNG YES
TIM COPENHAVER YES
NELSON ANDREWS YES
JIM KERAS YES
TERRY YARBROUGH YES
JIM GALVIN YES
STAN NORTON YES
KARL KRAMER YES
VICTOR EVANS YES
JOHN ROBERTS YES

MOTION CARRIED

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

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	ABSTAIN
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
VICTOR EVANS	YES
JOHN ROBERTS	YES

MOTION CARRIED

SALESPERSON/DEALER APPLICATIONS APPEALS

Kameron Thomas, Hopper Auto Sales, Knoxville, 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 Galvin moved to grant the license, seconded by Commissioner Norton.

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	YES
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
VICTOR EVANS	YES
JOHN ROBERTS	YES

MOTION CARRIED – LICENSE GRANTED

David Struble, Ford-Lincoln of Cookeville, Cookeville, 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 Yarbrough.

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES

SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	YES
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
VICTOR EVANS	YES
JOHN ROBERTS	YES

MOTION CARRIED – LICENSE GRANTED

Terry Kopp, Car Depot, LLC, Chattanooga, 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
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	YES
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
VICTOR EVANS	YES
JOHN ROBERTS	YES

MOTION CARRIED – LICENSE GRANTED



Executive Director’s Report
October 28, 2025

Since the last Commission meeting on July 22, 2025 the following activity has occurred:

	<u>New Meeting</u>	<u>Last Meeting</u>
<u>Dealers Opened, or Relocated (Last Quarter)</u>	75	62
<u>Applications in Process</u>	21	22

Active Licensees as of October 20, 2025

Dealers	3342	3361
Auctions.....	30	30
Distributors/Manufacturers.....	173	152
Salespeople	18,451	18,709
Representatives.....	564	361
Dismantlers.....	199	195
RV Dealers	41	40
RV Manufacturers.....	89	76
Motor Vehicle Show Permits.....	0	0

Complaint Report- Opened Complaints from July- Present

Number of Complaints Opened.....	159
Number of Complaints Closed.....	48

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

Vehicles Reported Sold in	
2024.....	1,165,046
New Vehicles Reported Sold	
2024.....	306,939
Used Vehicles Reported Sold	
2024.....	858,107
Late Annual Sales Report Collected	1,011

Total revenue from Late Annual Sales Report collection:

\$101,100

Average Performance Metrics – July 2025 - Present

Average Number of Days to License... 3.1 days to license
1.1 days with clock-stoppers

MVC Zendesk Customer Satisfaction Rating July 2025 – Present

Total Ticket Count.....1,973
Full Resolution in Business Hours.....1.79 hours
Quarterly Satisfaction Rating.....94%

Disciplinary Action Report July 2025 through September 2025

Total to be collected.....\$112,000

Financials and Budget – Fiscal Year 25-26

- July - September NPS

Online Adoption Across All Professions

- 95% online adoption for New “1010” Applications across all Professions available as of October 20, 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 Andrews made a motion to approve the Director's Report, seconded by Commissioner Norton.

VOICE VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	YES
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
VICTOR EVANS	YES
JOHN ROBERTS	YES

MOTION CARRIED



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
OFFICE OF LEGAL COUNSEL
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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 Cable, Associate General Counsel
Taylor M. Hilton, Associate General Counsel

DATE: October 28, 2025

SUBJECT: MVC Legal Report

1. 2025012361 (TH)

Date Complaint Opened: 03/09/2025

First Licensed: 06/24/2022

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent on February 8, 2025, and alleges the vehicle began to immediately have “aggressive shaking” issues. Complainant alleges they discovered water under the driver’s seat and inside the battery. Complainant alleges Respondent falsified information on the vehicle’s status. Complainant further alleges Respondent breached the contract based on a failure to complete registration in a reasonable time. Complainant states Respondent has failed to respond to their requests. However, Complainant confirmed receiving registration for the vehicle shortly after filing the complaint.

On July 29, 2025, an investigator visited Respondent’s dealership location and met with the manager. During the meeting Respondent confirmed being familiar with the transaction in question and denied any intentional dishonest dealings. Respondent advised Complainant was issued only one sixty (60) day temporary tag, and the vehicle registration was acquired on March 13, 2025. Respondent expressed this was well within the allotted timeframe to provide registration documentation. When specifically asked about the mechanical condition of the vehicle upon its sale, Respondent asserted there was no indication prior to their purchasing the vehicle and/or subsequent inspection prior to it being advertised for retail sale that it had sustained water damage.

Respondent failed to answer the complaint. However, there is not a signed certified mail receipt signed by Respondent. When asked why they failed to respond to the Commissions communication attempts, Respondent denied having received the requests.

There was no evidence provided establishing Respondent fraudulently represented the vehicle, and there was not a signed Certified Mail Receipt obtained. Accordingly, Counsel is recommending closing this complaint with a Letter of Warning reminding Respondent to answer the Commission, as well as Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent, or Deceptive).

Recommendation: Letter of Warning.

Commission Decision: Concur.

2. 2025027141 (TH)

Date Complaint Opened: 05/14/2025

First Licensed: 09/01/1991

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent knowingly engaged in unfair and deceptive practices. Additionally, Complainant alleges Respondent failed to register their vehicle out of state timely and correctly. Complainant further contends the vehicle has multiple mechanical issues.

Respondent denies the allegations. Respondent states the vehicle had approximately One Hundred and Fourteen Thousand (114,000) miles at the time of sale. Further, Respondent clarifies that the vehicle was sold “as-is” and without warranty. Respondent explains the vehicle was purchased on December 9, 2024, and that the required registration paperwork and payment was sent to Respondent’s local Department of Motor Vehicles on December 23, 2024. Respondent asserts that, to the best of their knowledge, there were no known mechanical issues with the vehicle at the time of sale, and that the first grievance from Complainant was not received until the end of December. Respondent states they have no knowledge of how the vehicle was operated or maintained after it left the dealership.

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

3. 2025027051 (TH)

Date Complaint Opened: 05/14/2025

First Licensed: 08/27/2018

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant explains they submitted their complaint due to Respondent's alleged practice of "actively selling vehicles equipped with 2.0L and 2.4L Theta II Gasoline Direct Injection (GDI) engines." According to Complainant, these engines are "known for serious defects that can cause engine seizure, stalling, failure, and fire." Complainant asserts that these engines have been the subject of multiple class-action lawsuits involving widespread manufacturing defects.

Complainant further alleges that, although the dealership includes "as-is" disclaimers in its sales paperwork, such clauses "do not absolve them of responsibility" if the dealership knew or should have known of a defect and failed to disclose it.

Respondent denies the allegations. Respondent explains the vehicle was sold "as-is" and that, at the time of sale, it was inspected, fully operational, and showed no mechanical issues during the test drive. Respondent further explains Complainant was given the opportunity to inspect the vehicle, or have it inspected by a mechanic of their choice, and that no concerns were raised prior to the purchase. Respondent also notes that vehicles equipped with the engine type referenced in the complaint are "still commonly bought and sold across the U.S."

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

4. 2025036551 (TH)

Date Complaint Opened: 06/26/2025

First Licensed: 02/26/2014

Expiration: 01/31/2026

License Type: Motor Vehicle Salesman

History (5 yrs.): None.

An anonymous complainant alleges Respondent is selling vehicles out of a closed and unlicensed leadership by the name of Auto Auction Inc. However, an active dealership license, which Respondent is affiliated with, was located. Respondent denied all allegations, and believes the complaint was filed by a disgruntled prior employee. There was no evidence obtained to corroborate the allegations in the complaint. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

5. 2025033071 (TH)

Date Complaint Opened: 06/09/2025

First Licensed: 03/04/2011

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with letter of warning for deceptive business practices. One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed. 2023 – One complaint closed with a letter of instruction reminding Respondent of their duty to timely provide customers with their registration information.

Complainant purchased a vehicle from the Respondent and filed their complaint based on the Respondent's alleged failure to provide a functional key-fob for the vehicle. Respondent states they have been working with Complainant to resolve the issue. Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

6. 2025029901 (TH)

Date Complaint Opened: 05/28/2025

First Licensed: 04/04/2024

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on May 14, 2025, and alleges there was a delay in obtaining the title. However, as of June 6, 2025, the title has been sent to Complainant. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

7. 2025030491 (TH)

Date Complaint Opened: 05/30/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A complaint was filed alleging Respondent, Complainant's neighbor, has multiple vehicles on their residential property. Complainant believes Respondent may be selling vehicles without a license.

An investigator went to Respondent's location, and upon arrival noticed multiple vehicles parked at the property. The investigator determined Respondent has purchased four (4) vehicles in the last twelve (12) months. Respondent informed the investigator they have not sold any vehicles in the last twelve (12) months, however that they do plan to sell three (3) vehicles "in the near future." The investigator explained to Respondent that there is a five (5) vehicle sale limit per twelve (12) months for unlicensed individuals. Respondent also informed the investigator that they are in the process of moving to another state.

Based on the investigation results, Counsel recommends closing this complaint with a Letter of Instruction regarding the rules pertaining to unlicensed activity.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

8. 2025029611 (TH)

Date Complaint Opened: 05/25/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent is selling vehicles unlicensed. Respondent denies the allegations and explains they work with the mechanic shop next door to their home. Counsel recommends closing this complaint with a Letter of Instruction advising Respondent of the applicable regulations regarding unlicensed motor vehicle sales by individuals.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

9. 2025031481 (TH)

Date Complaint Opened: 06/03/2025

First Licensed: 06/04/2015

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a \$250 agreed citation for county business license requirement

Complainant alleges Respondent sold them a defective vehicle. Respondent denies the allegations and states they were not aware of any issues with the vehicle at the time of sale. Respondent explains Complainant purchased the vehicle “as-is.” As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

10. 2025030681 (TH)

Date Complaint Opened: 05/31/2025

First Licensed: 08/19/2011

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

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

The complaint alleges in the process of repossessing Complainant’s vehicle, Complainants “breach of peace was violated.” Complainant further alleges Respondent had placed a tracker in Complainant’s vehicle without advising Complainant and that was how Respondent was able to locate the vehicle.

Respondent explains they initiated repossession proceedings after Complainant failed to have valid insurance on the vehicle for three (3) weeks. Respondent states they authorized a licensed third-party recovery service to obtain the vehicle. Respondent states they have worked with recovery service for multiple years and take claims of misconduct seriously. Respondent states it is their understanding, and the relevant police report, the recovery service followed the standard recovery process.

Counsel recommends issuing a Letter of Warning instructing Respondent that any vehicle with a tracker device must be disclosed to and consented to by the customer.

Recommendation: Letter of Warning.

Commission Decision: Concur.

11. 2025031061 (TH)

Date Complaint Opened: 06/02/2025

First Licensed: 06/16/2010

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a letter of warning for failure to disclose fees in advertised price of vehicle(s).

Complainant purchased a vehicle from Respondent on November 8, 2023. Complainant states they attempted to refinance their vehicle in 2024 but were unable to due to the high interest rate on the loan. Complainant states they believe they were given a loan with a deceptive interest rate. Complainant believes due to the deal provided by Respondent, that their vehicle has negative equity.

Respondent states they have transparent pricing and disclose prices online and on every vehicle for sale at the dealership. Respondent states all vehicles “are subject to depreciation” due to “normal wear.” Respondent states due to the length of time since Complainant’s purchase, the vehicle would not hold the same value as the time of purchase. Respondent explains they offer a five (5) day vehicle return program; however, Respondent states Complainant did not elect to return the vehicle within that time frame. Respondent believes after reviewing Complainant’s deal file, all applicable requirements were followed. Respondent states they attempted to contact Complainant after the complaint but were unsuccessful.

Based on the information provided, there is no indication of a violation of the Commission’s regulations. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

12. 2025030041 (TH)

Date Complaint Opened: 05/27/2025

First Licensed: 12/05/2022

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges the vehicle they purchased from Respondent had mechanical issues. However, Complainant has since requested to withdraw their complaint expressing Respondent has resolved their issues. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

13. 2025030841 (TH)

Date Complaint Opened: 06/02/2025

First Licensed: 09/30/2022

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they had a delay in obtaining their permanent plate from Respondent. However, Complainant has followed up requesting to withdraw their complaint and expressing Respondent resolved all of Complainant's issues. However, Respondent failed to answer Counsel's request. Nevertheless, there was not a signed Certified Mail Receipt by Respondent. As such, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to answer the Commission.

Recommendation: Letter of Warning for Respondent's failure to answer.

Commission Decision: Concur.

14. 2025031291 (TH)

Date Complaint Opened: 06/03/2025

First Licensed: 12/28/2018

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they observed a dumpster in the back of the dealership where Respondent is disposing of motor oil. Complainant states, however, they cannot say exactly what date or time they observed these allegations. Additionally, Complainant alleges further that the General Manager of the dealership allows their spouse to drive a "nonregistered vehicle" with dealer plates despite the spouse not being an employee. Complainant also alleges Respondent is allowing customers to keep loaner vehicles for longer than "72-hours," and allowing vehicles with dealer plates to cross state lines. Complainant states they have heard "two sides of the story," and cannot verify the allegations.

Respondent states, based on the details shared, believe this complaint likely originated from a former employee. Respondent clarifies this is the third (3rd) complaint received related to the dumpster area. Respondent explains both City and State inspectors have visited the property to inspect these concerns, and found Respondent was fully compliant with all EPA regulations and

standards. Respondent states both agencies closed their investigations with no further action required. Respondent states they do not believe the complaint accurately reflects the operations or integrity of their team.

Based on the information provided and the absence of evidence establishing a violation by Respondent, Counsel recommends closure of the matter.

Recommendation: Close.

Commission Decision: Concur.

15. 2025029261 (TH)

Date Complaint Opened: 05/21/2025

First Licensed: 04/19/2024

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges that Respondent distributed a promotional mailer advertising prizes but failed to honor the giveaway as represented. Complainant further states they overheard a dealership employee remark that “everyone wins these,” in reference to the headphones being offered, which they believe suggests a deceptive or misleading promotion. Based on these observations, Complainant believes the advertisement violated Commission regulations.

Respondent denies the allegations and asserts that the advertisement complied with all requirements set forth by the Commission. Upon review, Counsel determined the advertisement included the following required disclosures: (1) whether the consumer must be present to win; (2) the verifiable retail value of the prize; and (3) the odds of winning, expressed in Arabic numerals. Accordingly, Counsel recommends closure of the matter.

Recommendation: Close.

Commission Decision: Concur.

16. 2025029271 (TH)

2025053951

Date Complaint Opened: 05/22/2025, 09/15/2025

First Licensed: 03/13/2008

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

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

2025029271:

Complainant purchased a vehicle from Respondent on April 10, 2025, and alleges that the vehicle's main screen was inoperable due to a programming issue. As a result, Complainant states they were unable to access essential features, including the radio, phone connectivity, GPS, and headlights.

Respondent states at the time of purchase, there were no open recalls or known defects with the vehicle. Respondent explains Complainant brought the vehicle into the service department on May 21, 2025, for an issue with the infotainment screen. Respondent states a technician determined a software issue was causing the malfunction and explains that, currently, there is not a software update available for the vehicle. Respondent states they were instructed by the manufacturer to not take any action at that time. However, Respondent states they reached out again to Complainant to fix the headlights issue and petition the manufacturer to make an exception to allow Respondent to replace the infotainment system. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2025053951:

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent wrongfully repossessed their vehicle. Moreover, Complainant alleges Respondent did not properly explain the contract and that they were not given a full explanation of the contract price.

Respondent denies the allegations. Respondent states Complainant was given copies of both the signed and unsigned contract for the purchase of the vehicle.

Based on the information provided there does not appear to be evidence of a violation of the Commission's regulations. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

17. 2025027131 (TH)

Date Complaint Opened: 05/14/2025

First Licensed: 02/06/2003

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent with their daughter. Complainant alleges Respondent acted deceptively in the sale. Complainant alleges the vehicle had damage they were unaware of at the time of purchase.

Respondent explains Complainant and their daughter purchased the relevant vehicle from their dealership on July 10, 2024. Respondent states Complainant was an employee at Respondent's dealership at the time of purchase. Respondent states Complainant worked for their dealership from February 2024 until they were terminated on October 23, 2024. Respondent contends they were not made aware of any issues with the vehicle until Complainant was terminated from the dealership. Respondent states they expressed willingness to make repairs to the vehicle if Complainant would deliver the vehicle to the local service location. Respondent states despite offering to provide a seven (7) day rental vehicle and pay for the cost Complainant did not bring the vehicle to service location. Respondent explains Complainant reported Respondent to the police for alleged theft; however, Respondent states they were cleared of the allegations. Additionally, Respondent states Complainant filed a case against them in small claims court. Respondent explains the Judge ruled in Respondent's favor in all counts. Respondent provided the Commission documentation supporting these findings. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

18. 2025027451 (TH)

Date Complaint Opened: 05/14/2025

First Licensed: 06/29/2023

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant explains, however, they have not received their title and have not heard back from Respondent. Complainant advised a civil case was initiated and disposed as the title has been received. Complainant expressed their desire to withdraw the complaint. As such, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to timely issue registration documentation to customers.

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

Commission Decision: Concur.

19. 2025033331 (TH)

Date Complaint Opened: 06/11/2025

First Licensed: 12/30/2019

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 at the time of their complaint, it had been approximately three months after purchasing a vehicle from Respondent. Complainant states, however, Respondent has failed to provide the registration paperwork for the vehicle in those three (3) months.

Respondent explains there was a delay in getting a release for the title from another company which was causing a delay in getting the vehicle registered for Complainant. Respondent states, however, they have been able to resolve the issue and are processing Complainant's registration. Respondent states they meet with Complainant in the meantime and set them up with another

mode of transportation free of charge, and that Respondent states Complainant seemed satisfied with the outcome.

Complainant states that, at the time of filing their complaint, approximately three (3) months had passed since purchasing a vehicle from the Respondent. However, Respondent had not provided the registration paperwork for the vehicle during that time.

Respondent explains the delay was due to difficulties obtaining a title release from a third-party company, which in turn delayed the vehicle registration process. Respondent further states the issue has since been resolved and that the registration is now being processed. In the interim, the Respondent provided the Complainant with an alternative mode of transportation at no cost. According to the Respondent, the Complainant appeared satisfied with this resolution. Respondent confirmed Complainant's vehicle was registered.

Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

20. 2025036621 (TH)

Date Complaint Opened: 06/26/2025

First Licensed: 08/11/1998

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant explains they purchased a vehicle from the Respondent between April and May 2025 but did not receive the necessary registration documentation from Respondent. However,

on August 4, 2025, Respondent informed Counsel that the registration paperwork had been sent via overnight mail that day and provided a copy of the mailing slip as confirmation. Respondent attributes the delay to the time required to obtain the vehicle title from the previous owner and to clear an existing lien on the vehicle.

Counsel recommends closing this complaint with the issuance of a Letter of Warning, reminding the Respondent of their obligation to provide registration documentation to customers in a timely manner.

Recommendation: Letter of Warning.

Commission Decision: Concur.

21. 2025034991 (TH)

Date Complaint Opened: 06/18/2025

First Licensed: 06/28/2004

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent potentially tampered with the vehicle's odometer. Respondent denies the allegations and states they purchased the vehicle from an auction with One Hundred Sixty Thousand (160,000) miles listed on the paperwork. Respondent explains they later observed a higher mileage listed on the vehicle's CarFax. As such, Respondent states they then listed the vehicle for resale the mileage was described "unknown miles mileage [d]iscrepancy."

There was no evidence provided establishing Respondent tampered with the odometer on the vehicle. As such, Counsel recommends closing this complaint and referring the matter to CID for further investigation to any possible odometer tampering.

Recommendation: Close and refer to CID for further investigation.

Commission Decision: Concur.

22. 2025035081 (TH)

Date Complaint Opened: 06/19/2025

First Licensed: 04/14/2016

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant states they purchased the vehicle with approximately one hundred fifty-three thousand, eight hundred and fifty-two (153,852) miles, and believe Respondent misrepresented the vehicle at the time of sale. Complainant states they did not notice any issues with the vehicle while test driving; however, shortly after the purchase, they began inspecting the vehicle and discovered “heavy, caked mud and sand packed underneath the trim and flooring.” Complainant believes this is consistent with flood or water intrusion and explains that they learned the vehicle originated from a known flood-risk state.

Respondent denies the allegations and states they were not aware of any issues with the vehicle at the time of sale. Respondent explains that the vehicle was sold “as-is,” without any warranty, and provided signed documentation reflecting this. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

23. 2025035371 (TH)

Date Complaint Opened: 06/22/2025

First Licensed: 05/21/2019

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

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

Complainant purchased a vehicle from Respondent and alleges that Respondent is failing to honor the warranty on the vehicle. Complainant further alleges Respondent is delaying the necessary repairs on the vehicle.

Respondent denies the allegations and states the damage to the vehicle's transmission was outside of the vehicle's warranty. Nevertheless, as a gesture of goodwill, Respondent states they replaced the transmission at no cost and offered the Complainant the opportunity to pick up the vehicle and resume payments. However, Respondent states as of July 3, 2025, Complainant has not picked up the vehicle. Respondent explains the repairs were delayed due to difficulties sourcing a suitable replacement.

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

24. 2025035721 (TH)

2025039731

Date Complaint Opened: 06/17/2025, 07/15/2025

First Licensed: 05/28/2024

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Both above-mentioned filed complaints allege Respondent failed to provide vehicle titles. Counsel has been informed that the dealership has closed. Furthermore, the Complainants have been given Respondent's Surety Bond information. As such, Counsel recommends closing and flagging these complaints. Counsel further recommends referring the matters to the Department of Revenue for help in obtaining the titles. Additionally, Counsel recommends the Commission grant the Executive Director authority to administratively close and flag any future complaints against Respondent related to title delay while the dealership is closed.

Recommendation: Close and flag and refer to the Department of Revenue. Additionally, Counsel recommends the Commission grant the Executive Director authority to administratively close and flag any future complaints against Respondent related to title delay while the dealership is closed.

Commission Decision: Concur.

25. 2025037031 (TH)

Date Complaint Opened: 06/27/2025

First Licensed: 12/11/2013

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent's website listed a deceptive listing falsely advertising a vehicle

as “Certified Pre-Owned.”

Respondent explains the vehicle in questions was erroneously advertised with a digital “Certified Pre-Owned” banner in their online inventory. Respondent states this was not an intentional misrepresentation, rather an isolated clerical error in the tagging process of their digital inventory system. Respondent advises that once they learned of the error, the advertisement was corrected. Respondent states their website also includes the following disclaimer: “Every effort is made to ensure accuracy of information, but errors can occur.” Furthermore, Respondent explains Complainant’s credit was ran in anticipation of a transaction, but after the incident Respondent sent a letter to each credit bureau clarifying that the credit inquiries were based on incorrect information and should not impact the Complainant’s credit score. Respondent explains they provided Complainant Five Hundred Dollars (\$500.00) as a goodwill gesture to cover Complainants’ travel explains and time spent at the dealership. Respondent advises to ensure the issue does not occur again, they have implemented “Digital Inventory Quality Checks,” and sales training where all customer-facing employees are being “retrained on communicating vehicle status clearly and avoiding industry jargon with retail customers.”

As Respondent has taken corrective steps to address the issue, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of the regulations regarding advertisements.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

26. 2025037531 (TH)

2025039591

2025041521

2025041791

2025041691

2025050551

2025053911

2025057551

Date Complaint Opened: 07/01/2025 - 09/30/2025

First Licensed: 09/23/2022

Expiration: 09/30/2026 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Each of the above-mentioned filed complaints alleges Respondent failed to provide vehicle titles. Respondent informed Counsel that their dealership has closed and have no plans to reopen. Respondent also explained they are working on providing titles for the outstanding vehicles. Furthermore, the Complainants have been given Respondent's Surety Bond information. Counsel recommends closing and flagging these complaints. Counsel further recommends referring the matters to the Department of Revenue for help in obtaining the titles. Additionally, Counsel recommends the Commission grant the Executive Director authority to administratively close and flag any future complaints against Respondent related to title delay while the dealership is closed.

Recommendation: Close and flag and refer to the Department of Revenue. Additionally, Counsel recommends the Commission grant the Executive Director authority to administratively close and flag any future complaints against Respondent related to title delay while the dealership is closed.

Commission Decision: Concur.

27. 2025037771 (TH)

Date Complaint Opened: 07/02/2025

First Licensed: 02/26/2025

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant requested a warranty service be completed on their vehicle. Complainant states the repair technician arrived on July 1, 2025, and performed the work. However, Complainant explains later that day they received a charge for the repair despite believing it would be covered under warranty. Complainant states they would not have approved the repair if they had known there would be an associated cost.

Respondent explains a refund posted to Complainant's card on file on or about July 9, 2025.

Respondent acknowledges this situation stemmed from an internal miscommunication regarding warranty status and billing protocol. Respondent explains that while the vehicle was properly deemed out of warranty, they recognize Complainant should have been informed of the potential service costs prior to work being performed. Respondent states they have taken corrective action to ensure greater clarity and consistency in customer communications going forward.

As Respondent has taken corrective steps to address the issue, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

28. 2025037821 (TH)

Date Complaint Opened: 07/02/2025

First Licensed: 01/27/2016

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent deceptively covered a check engine light in the vehicle. Complainant states they did not learn of “black electrical tape” being placed behind the instrument cluster blocking the check engine light from illuminating until the cluster was removed by a third-party.

Respondent denies the allegations. Respondent states the vehicle is approximately thirteen (13) years old and has had multiple owners prior to Respondent. Respondent states based on their own inspection of the vehicle prior to sale they were not aware of any issues or of the “black electrical tape” behind the instrument cluster. Respondent explains they did not remove the cluster during their inspection, and that based on the complaint the tape was not noticeable until the cluster was removed. Further, Respondent states Complainant test drove the vehicle and took it to a personal mechanic for an inspection prior to the sale.

Based on the explanation provided and the absence of evidence establishing that Respondent interfered with the check engine light, Counsel recommends closing this complaint with a Letter of Instruction advising Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive Acts).

Recommendation: Letter of Instruction.

Commission Decision: Concur.

29. 2025037991 (TH)

Date Complaint Opened: 07/03/2025

First Licensed: 08/19/2020

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent falsely represented the vehicles status. Specifically, Complainant states Respondent misrepresented both the number of miles on the vehicle and the number of previous owners of the vehicle. Complainant also states there was a delay in Respondent registering the vehicle.

Respondent denies advertising the vehicle in any manner “consistent with this customer’s version of events and specifically denies any assertion not contained within the sale documents.” Respondent denies any inconsistencies with the odometer, and states Complainant is the “first registered owner of the vehicle.” Respondent explains there was a slight delay in registering the vehicle due to computer failures.

Counsel recommends referring this matter to CID for further investigation into odometer tampering, and closing this complaint with a Letter of Instruction advising Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive Acts).

Recommendation: Refer to CID and Letter of Instruction.

Commission Decision: Concur.

30. 2025038471 (TH)

Date Complaint Opened: 07/07/2025

First Licensed: 08/27/2018

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2019 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed. 2025 – One complaint closed with a \$500 civil penalty for advertising violation.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent deceptively

sold them a damaged vehicle. Complainant states they were only given the first page of the vehicle's Carfax to review prior to purchase.

Respondent states the vehicle went through their Certified Pre-Owned (CPO) inspection process, and that they followed all manufacture required procedures. Respondent states their certified technicians "did not identify or document any damage during their inspection." Respondent explains that while they were not aware of any prior damage to the vehicle, they nevertheless extended an offer to Complainant to appraise the vehicle for a possible trade or purchase at fair market value.

There was no evidence provided to establish Respondent knowingly and fraudulently misrepresented the vehicle at the time of the sale. Accordingly, Counsel recommends closing this complaint with a Letter of Instruction advising Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive Acts).

Recommendation: Letter of Instruction.

Commission Decision: Concur.

31. 2025038611 (TH)

Date Complaint Opened: 07/08/2025

First Licensed: 09/11/2014

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges the VIN on the title does not match the VIN on the vehicle. Complainant further alleges Respondent did not disclose that the vehicle had previously been involved in an accident.

Respondent denies the allegations. Further, Respondent states once learning of the complaint, they requested to look at the vehicle to check the VIN. Respondent states while inspecting the vehicle they found all VIN numbers match and provided pictures of the VIN numbers in the vehicle and on the title. Respondent states the vehicle was purchased “as-is” without warranty.

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

32. 2025039361 (TH)

Date Complaint Opened: 07/11/2025

First Licensed: 05/02/2024

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges that Respondent is engaging in fraudulent conduct. Respondent denies the allegations and asserts they are unfamiliar with who the Complainant is, noting that the complaint was filed under the name of the dealership’s owner. As there is no evidence to substantiate any violation by the Respondent, Counsel recommends that the matter be closed.

Recommendation: Close.

Commission Decision: Concur.

33. 2025040671 (TH)

Date Complaint Opened: 07/17/2025

First Licensed: 01/25/2022

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

On July 17, 2025, an inspection was completed at Respondent's dealership. During the inspection the inspector observed a salesperson was operating on an expired license (expired on September 30, 2024). The inspector determined there were sixty-five (65) vehicles sold during the unlicensed period. The salesperson in question has since reinstated their license as of July 22, 2025.

Based on the number of unlicensed sales, Counsel recommends that the Commission authorize the assessment of a Ten Thousand Dollar (\$10,000.00) civil penalty.

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

Commission Decision: Authorize assessing a Five Thousand Dollar (\$5,000.00) civil penalty.

34. 2025035321 (TH)

Date Complaint Opened: 06/21/2025

First Licensed: 09/09/2020

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent and claims that, despite notifying the Respondent of personal circumstances that would delay payments, the vehicle was repossessed by Respondent. Complainant alleges further that Respondent engaged in unfair business practices and required they pay additional fees to retrieve the vehicle.

Respondent states that, upon learning of the Complainant's situation, they arranged an alternative payment plan. However, Respondent states Complainant failed to meet the terms of the agreement and continued to fall behind on payments. As a result, Respondent repossessed the vehicle in accordance with their policies. Further Respondent explains the Complainant was given an opportunity to regain possession of the vehicle, with the additional fees reflecting the repossession costs.

Based on the information provided, there is no evidence of a violation of the Commission's regulations by the Respondent. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

35. 2025039761 (TH)

Date Complaint Opened: 07/15/2025

First Licensed: 11/18/2010

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on May 20, 2025. Complainant

explains they received a letter explaining Respondent was closing and filing Bankruptcy. Complainant states they paid for the vehicle in full at the time of purchase and do not have the title or registration documentation.

Respondent states they filed Chapter Seven (7) Bankruptcy on June 13, 2025. Respondent states they are still working to supply Complainant the title and registration paperwork; however, Respondent states they are having issues releasing the lien on the vehicle as the associated Credit Union is no longer open. Respondent explains they are in weekly contact with the new company who purchased the relevant Credit Union as well as Complainant to get all the documentation finalized. Respondent states they were informed by the new company that the release of lien paperwork was being sent to the Complainant, and that once Complainant provides Respondent with the signed paperwork, they will be able to release the vehicles title and registration paperwork.

Based on the aforementioned information, Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur.

36. 2025040401 (TH)

2025048661

Date Complaint Opened: 07/16/2025, 08/20/2025

First Licensed: 01/09/2025

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025040401:

Complainant purchased a vehicle from Respondent. Complainant states they believe they have the right under the Consumer Protection Act to refuse to purchase a “car if the car cannot perform normal functions of the car motor, transmission, and drivetrain.” Accordingly, Complainant alleges that they have the right to terminate their agreement with Respondent as their vehicle’s motor is damaged. Respondent states they are terminating their relationship with Respondent and will no longer make payments.

The Respondent denies the allegations. They state that they have requested an opportunity to inspect the vehicle but have not received the keys necessary to retrieve and examine it.

This matter appears to be outside the jurisdiction of the Commission and more appropriate as a civil court matter. As such, Counsel recommends closing this complaint. Additionally, Counsel recommends referring this matter to the Department of Consumer Affairs within the Attorney General’s Office for further investigation into any potential violations of applicable consumer protection regulations.

Recommendation: Close and refer to the Department of Consumer Affairs at the Attorney General’s Office.

Commission Decision: Concur.

2025048661:

Complainant states they purchased a vehicle approximately two (2) months prior to filing their complaint on August 20, 2025. Complainant alleges, however, Respondent has failed to provide the vehicle’s registration documentation.

Respondent states FedEx attempted to make delivery to Complainant with the registration documentation on August 1, 2025, but was unsuccessful. Respondent explains the title has been at the local FedEx location awaiting pickup since August 4, 2025. Respondent provided the FedEx paperwork to support their statements. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

37. 2025043981 (TH)

Date Complaint Opened: 08/01/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was initiated internally by the Commission's Executive Director following a tip alleging that Respondent was operating their towing company as an unlicensed dealership.

Respondent denies engaging in unlicensed dealer activity. In an interview with an investigator, Respondent explained they have sold vehicles using the "Certificate of Sale Under Special Conditions" form, applicable to vehicles that were either abandoned or subject to garage keeper's liens due to towing and storage charges. Respondent also advised that some of the vehicles have been provided to junkyards. During the investigator's visit to Respondent's location, no vehicles were observed being offered for sale. Accordingly, Counsel recommends closing this complaint with a Letter of Instruction advising Respondent of the regulations pertaining to unlicensed sales by individuals.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

38. 2025039671 (TH)

Date Complaint Opened: 07/10/2025

First Licensed: 06/14/2023

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

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

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent failed to provide timely registration and tags for the vehicle. Further, Complainant states the vehicle had multiple mechanical issues after purchase.

Respondent states there were initial delays in obtaining the permanent license plate and registration due to a lost title and the process of issuing a duplicate. Respondent explains during that time, Complainant requested not to drive on a trade plate, so Respondent placed a temporary tag on the vehicle. Respondent states as the issue continued, they ultimately provided a dealer tag for the vehicle until the matter was resolved. Respondent states, however, Complainant has since been provided with their permanent plate and registration. Respondent explains they were unable to duplicate the issues Complainant was having with the vehicle but agreed to work on the vehicle and provided Complainant with a loaner vehicle.

Counsel recommends closing this complaint with a Letter of Warning regarding the use of dealer plates.

Recommendation: Letter of Warning.

Commission Decision: Concur.

39. 2025043711 (TH)

Date Complaint Opened: 07/30/2025

First Licensed: 03/11/2020

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

On July 30, 2025, an inspection was completed at Respondent's dealership. During the inspection the inspector observed the two (2) salespeople were operating on expired licenses (both expired on March 31, 2025). The inspector determined there were thirty-nine (39) vehicles sold during the unlicensed period.

Respondent explains they changed their business accountant at the beginning of the year and there was miscommunication between the two (2) accountants, and the license did not get renewed on time. Respondent has since renewed the licenses. Based on the number of unlicensed sales, Counsel recommends the Commission authorize assessing a Ten Thousand Dollar (\$10,000.00) civil penalty.

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

Commission Decision: Authorize assessing a Five Thousand Dollar (\$5,000.00) civil penalty

40. 2025042511 (TH)

Date Complaint Opened: 07/26/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased their vehicle from a previously licensed dealer at Respondent's location.

Complainant filed their complaint for delay in obtaining title. However, Complainant has received their title and registration. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

41. 2025038871 (TH)

Date Complaint Opened: 07/09/2025

First Licensed: 03/25/2024

Expiration: 04/30/2026

License Type: Recreational Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent is failing to honor their warranty. Respondent failed to answer the complaint despite the request being delivered via Certified Mail and signed for by a representative for Respondent. Accordingly, Counsel recommends the Commission authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for Respondent's failure to answer the complaint.

Recommendation: Authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for Respondent's failure to answer the complaint.

Commission Decision: Concur.

42. 2025039691 (TH)

2025044501

Date Complaint Opened: 07/14/2025, 08/05/2025

First Licensed: 05/27/2011

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025039691:

Complainant alleges Respondent was falsely advertising. Complainant states there was a vehicle advertised for Sixty-Two Thousand Nine Hundred and Fifty Dollars (\$62,950.00); however, Complainant explains that when they went to purchase the vehicle the final price came to Seventy-Eight Thousand Dollars (\$78,000.00). Complainant alleges Respondent told Complainant they “did not qualify” for the advertised discounts.

Respondent states their advertised pricing uses “save up to” language, which represents the maximum possible savings available “when factoring in conditional rebates and discounts.” Respondent explains that it may include “dealer-arranged financing, trade-in assistance, and manufacturer incentives that not all customers will qualify for.” Respondent states not every rebate is “universally available to all buyers.” Respondent explains the following disclaimers are displayed on their listing pages:

- “Website pricing may differ from dealer pricing. All prices and offers are non-binding and provided for informational purposes only—please contact your dealer for the most current pricing, available incentives, and qualification details.”**
- “Advertised price assumes dealer-arranged financing and a \$1,500 trade-in discount: without dealer financing, the price may be \$1,500 higher. Additional fees (dealer-installed accessories, taxes, registration, title, etc.) may apply.”**
- “Price includes MSRP, factory-installed options, and transportation costs but excludes dealer-installed accessories, an \$898 dealer fee, state and local taxes, tag, registration, and title fees. Prices are subject to change. Check with your dealer for the current pricing.”**

Respondent states these disclaimers are designed to provide “transparency and set the correct expectations” on vehicles’ pricing.

Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of the regulations pertaining to price advertising.

Recommendation: Letter of Instruction.

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

2025044501:

Complainant states they went to Respondent’s dealership and were unable to find an online price for a vehicle they were interested in. Complainant states they waited for four (4) hours before being told a price. Respondent states Complainant came to the dealership during a promotional event and that the vehicle they were interested in was not yet advertised on their website.

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

Recommendation: Close.

Commission Decision: Concur.

43. 2025040691 (TH)

Date Complaint Opened: 07/18/2025

First Licensed: 09/01/1991

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

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

Complainant purchased a vehicle from Respondent. This complaint was based on unresolved issues related to vehicle service negligence, poor repair quality, and unprofessional conduct. Complainant states they believe Respondent violated consumer protection requirements under Tennessee law. Accordingly, Counsel recommends referring this matter to the Department of Consumer Affairs within the Attorney General’s Office for further investigation into any potential violations of applicable regulations.

Recommendation: Close and refer to the Department of Consumer Affairs at the Attorney General’s Office.

Commission Decision: Concur.

44. 2025040961 (TH)

Date Complaint Opened: 07/18/2025

First Licensed: 02/21/2023

Expiration: 02/28/2027

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. 2024 – One complaint closed with a \$250 agreed citation for failure to maintain County business license.

Complainant alleges Respondent is acting fraudulently. Specifically, Complainant states Respondent is referring to a “deferred down payment.”

Respondent states Complainant is complaining about the dealerships “deferred down payment and calculated interest.” Respondent provided the following explanation of the process:

“1. When we sell a buy here pay here vehicle we do not “finance” the amount of taxes. We require them to be paid upfront in addition to their down payment.

If the customer is unable to make that lump sum, we “defer” the contract until they are paid entirely. During this time, NO INTEREST is accrued. This is strictly a convenience we offer for those who do not have the means to pay the lump sum.

2. After the deferred down payment is paid off, the contract begins accruing interest at a rate of 22% these are considered high risk loans due to lack of or poor credit history.”

Respondent states they “follow” the laws set forth by the Tennessee Motor Vehicle Commission, and layout out requirements in all contracts. Respondent explains that they use third-party software to keep all contracts uniform and in compliance.

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

Recommendation: Letter of Instruction.

Commission Decision: Concur.

45. 2025040971 (TH)

Date Complaint Opened: 07/18/2025

First Licensed: 06/10/2004

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states on August 26, 2020, their spouse purchased a “dumptruck” from Respondent. Complainant explains, however, their spouse passed away a month after purchase and Complainant is unaware if their spouse ever obtained the title. Complainant states the vehicle has never been registered, and that they have reached out to Respondent for aid in obtaining a duplicate title. However, Complainant states they have not been successful in obtaining the duplicate title in the past four (4) years.

Respondent states an employee has been working with Complainant to obtain a duplicate title for “some time.” Respondent explains they have not been able to obtain the title yet but are working with Complainant. Respondent states the original title, and all required registration documentation was given to Complainant’s spouse after purchase.

Based on the information provided, Counsel is recommending closing this complaint and referring the matter to the Department of Revenue for aid in obtaining a duplicate title. Complainant was provided with the Respondent’s surety bond information.

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

Commission Decision: Concur.

46. 2025041011 (TH)

Date Complaint Opened: 07/19/2025

First Licensed: 06/06/2014

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – Two complaints closed with letter of warning for failure to provide a response to a complaint to the Commission in a timely manner.

Complainant alleges an employee of Respondent came to their house and “removed brake boost” off the Complainant’s truck. Additionally, Complainant alleges the employee has been acting aggressive and unprofessional.

Respondent failed to initially answer the complaint. However, Respondent later explained there is not an employee by the name alleged in the complaint at the dealership. Respondent denies the allegations, and Complainant failed to participate in the investigation. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

47. 2025042391 (TH)

2025043721

2025045091

Date Complaint Opened: 07/25/2025, 07/31/2025, 08/07/2025

First Licensed: 02/18/2022

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025042391:

Complainant purchased a vehicle from Respondent in May 2025. Complainant explains they had not received their registration paperwork when their temporary tag was expiring on July 15, 2025.

Respondent states they mailed Complainant the title approximately two (2) weeks prior to the complaint being filed. Respondent has confirmed Complainant has received the vehicle's title and registration paperwork. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2025043721:

Complainant alleges that they purchased a vehicle from Respondent on June 10, 2025, but the vehicle was never registered as required following the sale.

In response, Respondent states that a former manager of the dealership sold the vehicle, along with two (2) other vehicles, in a personal capacity while improperly using Respondent's dealership paperwork. Respondent asserts these transactions involved the manager's personal vehicles, not inventory owned by the dealership. After discovering the issue, Respondent terminated the manager's employment but has since been unable to contact the individual to obtain additional details.

Nevertheless, Tennessee Code Annotated § 55-17-114(b)(1)(H) requires that a licensed dealer adequately supervise salespersons and employees. However, Respondent's failure to prevent the misuse of dealership documents in connection with multiple vehicle sales constitutes a failure to supervise. Accordingly, Counsel recommends that the Commission authorize the assessment of a civil penalty in the amount of Three Thousand Dollars (\$3,000.00), based on a penalty of One Thousand Dollars (\$1,000.00) for each vehicle sold.

Recommendation: Authorize assessing a Three Thousand Dollar (\$3,000.00) civil penalty.

Commission Decision: Concur.

2025045091:

Complainant states they sold three (3) vehicles. However, Complainant alleges Respondent has failed to provide payment for the vehicles despite the vehicles being sold off Respondent's lot. Based on the information provided, this matter appears to fall outside the jurisdiction of the Commission. Therefore, Counsel recommends that the complaint be closed.

Recommendation: Close.

Commission Decision: Concur.

48. 2025042721 (TH)

Date Complaint Opened: 07/28/2025

First Licensed: 05/29/2015

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with \$500 civil penalty for failure to obtain a recall database report for a used vehicle sold to a consumer.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent improperly repossessed their vehicle. Respondent states Complainant was given "repeated opportunities" to bring the account current and remain in good standing. Respondent states they acted in good faith and in accordance with their standard policy and contracted agreement with Complainant. Accordingly, this matter appears to be outside the jurisdiction of the Commission and more appropriate as a civil court matter. As such, Counsel recommends closing this complaint. Additionally, Counsel recommends referring this matter to the Department of Consumer Affairs

within the Attorney General's Office for further investigation into any potential violations of applicable regulations.

Recommendation: Close and refer to the Department of Consumer Affairs at the Attorney General's Office.

Commission Decision: Concur.

49. 2025043431 (TH)

Date Complaint Opened: 07/30/2025

First Licensed: 10/03/2018

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges they learned after their purchase that the vehicle had possible odometer tampering.

Respondent denies the allegations. Respondent states based on the information they have as well as the research completed on the vehicle, the mileage on the odometer is accurate. Respondent explains they purchased the vehicle from a reputable auction and there were no disclaimers for odometer discrepancies.

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

Recommendation: Close and refer to CID.

Commission Decision: Concur.

50. 2025041061 (TH)

Date Complaint Opened: 07/21/2025

First Licensed: 03/03/2017

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s). 2024 – One complaint closed with \$500 civil penalty for false, misleading, or deceptive advertising. 2025 – One complaint issued a consent order with \$1,000 civil penalty for a second advertising violation.

Complainant alleges Respondent changed the document fee from Eight Hundred Ninety-Nine Dollars and Eighty-Four Cents (\$899.84) in the Retail Installment Contract to Eight Hundred Ninety-Four Dollars (\$894.00) in the Purchase Order.

Respondent states their deal with Complainant was handled in good faith. Respondent explains the documentation fee charged in the transaction was Eight Hundred Ninety-Nine Dollars and Eighty-Four Cents (\$899.84). Respondent states this is the standard fee for their retail transactions from October 1, 2023, through September 1, 2024. Respondent states this fee is disclosed on their sale documents and applied consistently. Respondent believes the discrepancy stems “from a misinterpretation of line-item references on separate forms.”

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

Recommendation: Letter of Instruction.

Commission Decision: Concur.

51. 2025042381 (TH)

2025048701

Date Complaint Opened: 07/25/2025, 08/20/2025

First Licensed: 06/24/2016

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025042381:

Complainant purchased a vehicle from Respondent. Complainant states there was a seven (7) month delay in obtaining their vehicle's registration and permanent plate. Complainant confirmed the vehicle has been registered and their plates have been received since filing their complaint.

Respondent explains the delay was due to their local county being "backlogged." Respondent states they communicated the delay with Complainant and provided Complainant with a loaner vehicle at no cost while waiting for the vehicle's tag. Further, Respondent states they "froze" Complainant's payment account during the delay. Respondent states they aim to ensure customers obtain their registration and tags in a timely manner.

Based on the corrective steps taken by Respondent for Complainant during the delay, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2025048701:

Complainant alleges that they purchased a vehicle from Respondent without being informed that the vehicle carried a rebuilt title. Complainant further claims that, shortly after the purchase, the vehicle experienced mechanical issues. Additionally, Complainant asserts the documentation provided at the time of sale was not adequately explained, and that they did not fully understand the nature or implications of the documents they were signing.

Respondent denies the allegations. Respondent provided a signed copy of a “Notice Disclosure of Rebuilt or Salvage Vehicle.” Further, Respondent states as act of goodwill they offered Complainant an option to trade-in the vehicle.

Based on the signed documentation provided, as well as the mitigating steps taken by Respondent, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

52. 2025042861 (TH)

Date Complaint Opened: 07/28/2025

First Licensed: 12/30/2019

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a \$2,000 civil penalty for issuing more temporary tags than allowed.

Complainant alleges that Respondent misrepresented the condition of their vehicle at the time of sale. Specifically, Complainant alleges that while the vehicle was represented as being in good condition, they later discovered the vehicle had been declared as a total loss in another state.

Respondent states they inspected the vehicle prior to the sale and found the vehicle to be in good operating condition. Respondent explains upon receiving this complaint that they learned from the Carfax supplied by Complainant that the vehicle had been involved in an accident in another state. Respondent asserts, however, that the vehicle does not have a rebuilt title. Respondent explains once learning of the vehicle's previous damage, they offered Complainant a Fifteen Thousand Dollar (\$15,000.00) credit to their account. However, Respondent states that Complainant denied the offer and decided to surrender the vehicle to Respondent.

Based on the information provided, Counsel recommends closing the complaint with a Letter of Instruction advising Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive Acts).

Recommendation: Letter of Instruction.

Commission Decision: Concur.

53. 2025046721 (TH)

Date Complaint Opened: 08/08/2025

First Licensed: 10/15/2020

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent sold them a used vehicle that was subject to an active warranty recall. Respondent claims they were unaware of the recall at the time of the sale. However, pursuant to Tennessee Code Annotated § 55-29-103, licensed Motor Vehicle Dealers are required

to obtain and review a Recall Database Report within forty-eight (48) hours prior to the retail sale of any used motor vehicle. This statutory obligation is in place to ensure that vehicles with open recalls are properly disclosed or addressed before being sold to consumers. Accordingly, Counsel recommends the Commission authorize assessing a One Thousand Dollar (\$1,000.00) civil penalty for Respondent's violation of Tennessee Code Annotated § 55-29-103.

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

Commission Decision: Concur.

54. 2025048171 (TH)

Date Complaint Opened: 08/19/2025

First Licensed: 08/22/2024

Expiration: 8/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

An inspection was completed at Respondent's dealership on August 18, 2025. The inspector issued a Notice of Violation for an expired City and County Business Licenses. However, Respondent explained they renewed and paid for the license on April 15, 2025. As such, Counsel recommends closing this matter with a Letter of Warning reminding Respondent to keep all license up-to-date and abide by display requirements for the licenses.

Recommendation: Letter of Warning.

Commission Decision: Concur.

55. 2025049061 (TH)

Date Complaint Opened: 08/20/2025

First Licensed: 01/05/2024

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This matter is currently being investigated by local law enforcement. As such, Counsel is recommending placing this matter in litigation monitoring until that investigation is complete.

Recommendation: Litigation Monitoring.

Commission Decision: Concur.

56. 2025045421 (TH)

Date Complaint Opened: 08/07/2025

First Licensed: 10/23/2015

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant's vehicle had issues with the control for the windows was not operating properly. However, Respondent informed Counsel that the vehicle has been repaired, and Complainant's issues have been resolved. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

57. 2025045691 (TH)

Date Complaint Opened: 08/08/2025

First Licensed: 01/22/2010

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a \$1,000 civil penalty for employing unlicensed salesperson(s).

Complainant alleges Respondent sold them a defective vehicle. Respondent explains that the vehicle was sold “as-is,” and that Complainant purchased a third-party warranty at the time of sale. Respondent states, however, when Complainant later brought the vehicle in for repairs, the issues reported were not covered under the terms of the third-party warranty. Respondent explains, at Complainant’s request, the warranty was cancelled, and a full refund was issued. Additionally, Respondent explains that they paid off the remaining balance on Complainant’s loan as a goodwill gesture.

Recommendation: Close.

Commission Decision: Concur.

58. 2025050231 (TH)

Date Complaint Opened: 08/27/2025

First Licensed: 09/01/1991

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent is advertising prices deceptively. Specifically, Complainant alleges an advertisement was offering both 0% APR and rebate incentives in conjunction with each other. However, Complainant states when they contacted Respondent about the vehicle, they were told they could only pick one of the promotional offers.

Respondent explains there was a computer error in advertising both promotional offers in conjunction. Respondent states they immediately contacted their website software provider who handles the dealership's advertising, and had the issue resolved to avoid further confusion. Respondent informed Complainant of the error prior to Complainant traveling to the dealership.

Based on the explanation provided as well as the corrective steps taken, Counsel recommends closing this complaint with a Letter of Warning regarding regulations pertaining to advertising.

Recommendation: Letter of Warning.

Commission Decision: Concur.

59. 2025044231 (TH)

Date Complaint Opened: 08/04/2025

First Licensed: 12/01/2022

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent and alleges the vehicle became

“undriveable” four (4) days after purchase. Respondent explains they were not aware of any issues with the vehicle at the time of sale and that the vehicle was purchased “as-is.” As such, Counsel recommends closure.

Recommendation: Closure.

Commission Decision: Concur.

60. 2025035091 (EC)

Date Complaint Opened: 06/19/2025

First Licensed: 06/25/2021

Expiration: 06/30/2027

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 lender out of Florida who initially filed a complaint against Respondent, then requested that it be withdrawn due to a mistake on their behalf. Respondent is a used car dealer. Complainant had alleged they had not received a perfected title for their vehicle and Respondent immediately contacted Complainant to confirm that they had, indeed, received all required documents in a timely manner. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

61. 2025021871 (EC)

Date Complaint Opened: 04/20/2025

First Licensed: 07/05/2007

Expiration: 07/31/2013 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant chooses to remain anonymous and alleges they purchased a vehicle from Respondent, an unlicensed business. An investigation was conducted. The address provided by Complainant now houses a licensed dealership that has no connection to Respondent. The local clerk's office searched their records but was unable to produce any sales related to Respondent. Respondent does own a wholesale dealership in Mississippi and possesses a valid wholesaler dealer's license there. The license is active and allows Respondent to "engage in the business of selling or exchanging motor vehicles from the permit location." Respondent cooperated fully with the investigation and believes they are selling vehicles legally, through their active license out of Mississippi. Respondent uses their Facebook page to inform the public that their vehicles are sold from Mayco Auction (Tennessee) and Jonesboro Auto Auction (Arkansas). Respondent purchases vehicles from dealer auctions and then runs them through public auctions. Respondent cleans the vehicles after they purchase them and inspects them to ensure quality. Respondent denies selling to the public. Counsel recommends issuing a Letter of Instruction detailing the restrictions of selling vehicles in Tennessee without a motor vehicle dealer license.

Recommendation: Letter of Instruction

Commission Decision: Concur.

62. 2025028561 (EC)

Date Complaint Opened: 05/19/2025

First Licensed: 08/30/2021

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

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

Complainant is a resident of Georgia who purchased a used vehicle on or around 2/26/25 from Respondent, a used car dealer. Complainant alleges they did not receive the title or registration documents needed to register the vehicle in Georgia as of 5/19/25. Respondent has failed to respond despite being sent a letter via regular mail, an email and a certified letter. This is the second time we have had to reach out to obtain a response to a complaint after sending our initial requests. An investigation was conducted. Respondent issued three temporary tags to the vehicle prior to the title being delivered in early August, just over 5 months after the sale. We requested a copy of the deal file, title as well as a sworn statement in response to the complaint explaining the delay, but Respondent again failed to provide any of the requested information after speaking with the investigator on the phone and confirming their email address. Respondent's office manager has met with an investigator before and have had six complaints filed against them since they were initially licensed in 2021, so they are familiar with the process of responding to complaints. Counsel recommends issuing a \$1,000 civil penalty for failing to respond, a \$1,000 civil penalty for failing to provide business records during the investigation, and a \$1000 civil penalty for issuing three temporary tags, for a total \$3,000 civil penalty.

Recommendation: Authorize a \$3,000 civil penalty for failure to respond, failure to provide business records and issuing too many temporary tags

Commission Decision: Concur.

63. 2025037481 (EC)

2025053601

Date Complaint Opened: 06/30/2025

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.

2025037481

Complainant purchased a used vehicle from Respondent, a franchise dealer, on 1/20/25. Complainant made a \$1,750 down payment and took possession of the vehicle that day, believing the financing had been approved. Complainant alleges Respondent represented financing had been secured but they have since been informed the financing was not approved. Complainant alleges they were not provided with a Conditional Delivery Agreement. Complainant did return to the dealership on 6/28/25 and requested their down payment be refunded. Respondent allegedly told Complainant they would not get any money refunded because they had put almost 5,000 miles on the vehicle and had it for over 5 months. Respondent provided the signed Conditional Delivery Agreement and the deal file. Respondent claims Complainant failed to provide proof of income to the lender by the following business day after the sale as he agreed to do. Several weeks after the sale, Complainant provided documents that did not meet the lender's requirements, which resulted in the loan being denied. Respondent attempted to contact Complainant multiple times to return the vehicle, and they were allegedly ignored. In late June 2025, Respondent involved a private investigator who successfully located Complainant and the vehicle. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025053601

Complainant sold their vehicle to Respondent, a franchise dealer, on 8/5/25. Complainant did not purchase a vehicle; it was a simple sale to the dealership of their used car. Complainant alleges the vehicle has been sold by the dealership but has not been paid off as of 9/12/25. Complainant claims the vehicle is still titled in their name and they are still responsible for the loan. Respondent states they sent the payoff for the vehicle at issue and the check cleared as of 9/18/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

64. 2025033251(EC)

Date Complaint Opened: 06/10/2025

First Licensed: 06/13/2025

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in November of 2024 from Respondent, a franchise dealer. Complainant alleges the vehicle has been in and out of the repair shop several times for almost 60 days in total for the 6 months they have owned it. The vehicle allegedly needs a new transmission, and other front-end parts replaced and now needs a new engine. Complainant alleges the prior dealership advertised an engine warranty called "Warranty Forever" and that company has denied their claim to replace the engine. Complainant claims the warranty company offers no option to dispute or appeal the denial. Respondent's attorney reached out to Counsel and explained that a company out of Texas owned dealership at the time Complainant purchased vehicle, and the current owners are not responsible for past sales. The attorney did follow up with Counsel and provided the contact information for the prior owner of the dealership. Counsel reached out to a representative of that Texas company, and they stated the vehicle was inspected by the warranty inspector who claimed the vehicle had been driven while overheating which caused them to deny the claim. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

65. 2025032211 (EC)

Date Complaint Opened: 06/09/2025

First Licensed: 04/12/2016

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with \$1,000 civil penalty for delay in providing title to consumer.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant alleges the vehicle was having problems, so Respondent told them to bring it in. Respondent told Complainant a new transmission was needed so they would trade Complainant out of the vehicle after they made a payment. Complainant made a payment on the vehicle and claims Respondent wanted them to sign an NDA form. Complainant did not want to sign an NDA and alleges Respondent took the offer of trading them out of the vehicle off the table. Respondent alleges they have never dealt with someone as difficult as Complainant. Respondent claims Complainant would not bring the vehicle in to be inspected and diagnosed but instead bashed the dealership on social media and Google. When Complainant finally brought the vehicle in, a payment had been due, so a payment was made. Respondent did offer to trade Complainant out of the vehicle but asked them to stop slandering the dealership online. Respondent sold the vehicle as-is, without warranty. Complainant has since left the vehicle at the dealership and Respondent will not pursue the remaining balance owed. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

66. 2025034431 (EC)

Date Complaint Opened: 06/16/2025

First Licensed: 04/17/2014

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

**History (5 yrs.): 2021 – One complaint closed with a letter of warning for late delivery of title.
2025 – One complaint closed with a letter of warning for failure to respond.**

Complainant purchased a used vehicle on 4/16/25 from Respondent, a used car dealer. Complainant alleges the vehicle began experiencing major mechanical issues soon after purchase and required repairs add up to more than the cost of the vehicle. Complainant alleges Respondent offered to inspect the vehicle and try to fix it if they would take down the negative reviews. Complainant alleges they do not have a title or registration for the vehicle as of 6/16/25. Respondent sent the title to Complainant before the complaint was submitted. The tracking information shows the title has not been picked up by Complainant despite multiple attempts by the mail carrier. Respondent sold the vehicle as-is, without warranty but did offer to try to help with the vehicle's issues. Complainant hired an attorney, and they demanded Respondent take the vehicle back and provide a full refund or make all of the repairs for free and pay for a rental car. Complainant filed this complaint because Respondent was not willing to move forward with either option. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

67. 2025018171 (EC)

Date Complaint Opened: 03/31/2025

First Licensed: 11/04/2005

Expiration: 10/31/2025 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle on 5/12/25 from Respondent, a used car dealer. Complainant alleges the motor went out right after purchase. Based on our internal records and a cancellation

request from a field enforcement agent, the dealership was closed, and their license was cancelled on 8/16/24. The program also received a bond cancellation notice in October 2024 showing Respondent's bond would be cancelled on 12/27/24. At the time the complaint was filed, it was unclear whether Respondent had reopened because they allegedly sold the vehicle at issue after the license became inactive and they did provide a response to the complaint. Respondent states they offered to repair the vehicle or take it back and refund the Complainant, but Complainant has not responded. An investigation was conducted to determine if Respondent has been operating without a bond and without notifying the Commission they re-opened.

The investigator went to the dealership and found the building to be open with several employees present. The large dealership sign that stood tall and separate from the building was still present but there was an additional banner-type sign with a different dealership name and different phone number on posted on the side of the building as well. The Secretary of State's website lists the new dealership name as being filed on 8/23/24 and active, naming a registered agent and matching Respondent's address. Respondent's Facebook page lists a post from 7/31/24 notifying the public that they were no longer in business and providing a name and number for customers who were still making payments. The new dealership has a licensed location in Arkansas. There is no evidence of the new dealership advertising cars for sale in Tennessee online or at the building. The brother of the owner of the new dealership spoke with the investigator on the phone while he was present at the building and explained they were working on getting licensed here in Tennessee. The owner's brother stated they have not sold any vehicles yet and the three employees were at the building to clean up the property and make the changes requested by the state. The brother stated they did not sell the vehicle to Complainant and another individual made a personal sale, which had nothing to do with the dealership. The brother provided that individual's contact information to the investigator. The individual spoke with the investigator and stated they sold their personal vehicle to Complainant and provided the title at the time of sale. The Complainant later wanted to return the vehicle, and the individual agreed to buy it back, but states the Complainant has never followed up. The owner provided a sworn statement to the investigator which states the dealership is not currently open, and is in a pre-operational phase, not engaging in any commercial activity. The owner denies Complainant's allegations that they sold the vehicle. There is a pending dealer application and provided proof of their active surety bond, and county and city business tax licenses. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

68. 2025034951 (EC)

Date Complaint Opened: 06/18/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

An agent with the Tennessee Department of Revenue's filed this complaint alleging possible unlicensed activity at a residence by Respondent, an unlicensed individual. The Director of the local County Planning Department is dealing with an issue involving Respondent who is suspected to be operating an unlicensed dealership from their residence. Vehicles are frequently being transported in and out on car haulers throughout the day. An investigation was conducted. The investigator did a thorough search online and on social media and was unable to find any evidence Respondent is advertising vehicles for sale on their personal Facebook page or elsewhere online. The DOR agent told the investigator they were unable to find any evidence of unlicensed activity and the local clerk stated there was no evidence Respondent has been selling vehicles. The investigator visited the residence unannounced and noticed 7 vehicles, but all had regular license plates, and none appeared to be for sale. Respondent cooperated with the investigator and denied selling vehicles, stating they believe this all stems from a neighbor retaliating against them, involving the local county planning/codes director. Respondent believes they were upset the local court dismissed the citations related to Respondent's vehicles parked on their property. Respondent admits they do mechanical work as a hobby when their health allows it. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

69. 2025036001 (EC)

2025036051

Date Complaint Opened: 06/25/2025

First Licensed: 03/21/2018

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025036001

Complainant received a Monopoly game promotion from Respondent on or around 6/12/25, a licensed franchise dealer. Complainant claims they followed the directions on the promotion mailer which indicated they won a \$2,000 Amazon gift card, called the number and provided their confirmation code to the person on the phone. Complainant was informed they did win the gift card and would need to make an appointment to claim the prize. Complainant asked the individual on the phone to confirm multiple times that they won the prize and only needed to pick it up at the dealership. Complainant looked up reviews on Google to find that others had also received the same promotion mailer which indicated they won the same gift card, but when they went to the dealership, they were informed they did not win the prize. This prompted Complainant to call the number again and ask about this, and the person on the phone stated they may not have won the prize indicated on the mailer. Complainant did not go to the appointment based on this conversation and the Google reviews about this mailer.

Respondent states that their intention is not to mislead consumers and claims the promotion is structured to be transparent, with all terms, including prize odds and the role of the confirmation code. Respondent explains the mailer indicated that matching three tabs in a row would result in a winning prize, with the confirmation code determining the specific prize awarded. Respondent acknowledges the Complainant's experience of matching three tabs, which Respondent states led Complainant to "suggest they may have won a \$2,000 Amazon gift card." Respondent is sorry to hear about the negative experiences reported in the online reviews and claimed they would like to investigate further. Respondent stated they will consider reaching out to the consumers who posted reviews about visiting the dealership only to find out they were not entitled to the prize on the mailer.

Counsel has been in communication with the Respondent's legal counsel who has expressed their intent to maintain compliance in advertising issues. Additionally, the owner of the dealership personally reached out to both Counsel and the Executive Director to obtain further

direction on the deficiencies noted by Commission Counsel. Respondent explained they hired a third-party advertising company to handle the game and promotion. Respondent counsel stated they relied upon the third-party entity to confirm the promotion was fully compliant with all applicable laws and regulations.

Respondent confirms this advertisement was sent to a large universe of consumers – some 100,000 mailers were sent out - and maintains this promotion brought in approximately 1000 consumers to the dealership. At Counsel's request, Respondent counsel provided a list of winners which included one winner of a \$1000 Walmart gift card and one winner for the \$2000 Amazon gift card. Neither winner showed up to claim the prize.

Tenn. Code Ann. §47-18-120(d)(1) states that it is unlawful to require a consumer or person who receives a prize, gift, award, incentive promotion or anything of value in a contest to incur any monetary obligation outside of a nominal postage cost, in order to determine which prize they are offered or will receive, and in order to remain eligible to receive any prize. Rule 0960-01-.12 states in pertinent part:

(a) All advertising in any form of media including any oral, written, graphic or pictorial statement made in the course of soliciting business, including without limitation, a statement or representation contained in a notice, sign, poster, display, circular, pamphlet, or letter, on radio, the Internet, via an on-line computer service, or on television, must conform to all applicable provisions of this chapter in addition to any other applicable Tennessee state or federal laws and regulations.

(b) False, misleading or deceptive advertising of motor vehicles or recreational vehicles is prohibited.

This advertisement appears to have been misleading to those who received the flyer. In the past, the Commission has found these type games to be misleading and has issued civil penalties in the amount of \$5,000. As such Counsel recommends the commission consider issuing a \$5000 penalty for this consumer complaint.

Recommendation: Discussion

Commission Decision: Authorize a Five Thousand Dollar (\$5,000.00) civil penalty.

2025036051

Complainant received the same kind of monopoly promotion mailer from Respondent on or around 2/22/25. Complainant went to the dealership for the sole purpose to find out if they had won the \$25,000 cash prize and was informed they won a scratch-off ticket. Complainant explained they were not interested in buying a vehicle, their husband of 40 years had very recently passed away and they did not want to waste anyone's time. Complainant states at least three salespeople approached her while she was there and took her keys to look at her VIN to look up how much it was worth. Complainant informed the employee they were not interested in purchasing a vehicle but the employee asked them for their keys so they could look up their vehicle's VIN to see about a trade offer. The third salesperson who was allegedly the "leader" of the visiting salespersons who were there to help with the promotion told Complainant they would make an offer they could not refuse. Complainant reiterated they did not want to buy a car, but the salesperson asked Complainant to sign their name to a document which stated they would purchase a vehicle with monthly payments of \$299 for 72 months. Complainant signed it because they claim they could not get their keys back until they signed the document. Complainant has requested a refund of the \$5,000 down payment they made that day and wants to cancel the agreement.

Respondent states they are concerned that Complainant felt pressured and claims they could not get their keys back until they agreed to purchase a vehicle. Respondent apologizes that Complainant felt uncomfortable or coerced during their visit at the dealership. Respondent states the purchase did not involve a trade-in as mentioned in the complaint. Respondent stated that sales are typically final unless there is a legal basis for cancellation such as a violation of consumer protection laws. Respondent further stated that "buyers remorse alone does not typically qualify for contract cancellation under Tennessee law." Respondent further stated they are committed to addressing the complainant's concerns and ensuring their satisfaction and asked that Complainant contact them directly or visit the dealership to discuss potential resolutions.

Tenn. Code Ann. §47-18-120(d)(1) states that it is unlawful to require a consumer or person who receives a prize, gift, award, incentive promotion or anything of value in a contest to incur any monetary obligation outside of a nominal postage cost, in order to determine which prize they are offered or will receive, and in order to remain eligible to receive any prize. Rule 0960-01-.12 states in pertinent part:

(a) All advertising in any form of media including any oral, written, graphic or pictorial statement made in the course of soliciting business, including without limitation, a statement or representation contained in a notice, sign, poster, display, circular, pamphlet, or letter, on radio, the Internet, via an on-line computer service, or on television, must conform to all applicable provisions of this chapter in addition to any other applicable Tennessee state or federal laws and regulations.

(b) False, misleading or deceptive advertising of motor vehicles or recreational vehicles is prohibited.

In the past, the Commission has found these type games to be misleading and has issued civil penalties in the amount of \$5,000. As such Counsel recommends the commission consider issuing a \$5000 penalty for this consumer complaint.

Recommendation: Discussion

Commission Decision: Authorize a Five Thousand Dollar (\$5,000.00) civil penalty.

70. 2025036521 (EC)

Date Complaint Opened: 06/25/2025

First Licensed: 09/01/1991

Expiration: 05/31/2026

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 purchased a used vehicle on or around 4/21/25 from Respondent, a licensed franchise dealer. Complainant alleges they told the salesperson they did not have any source of income and claims the salesperson told them they could embellish their income to obtain approval for a loan. The salesperson allegedly had two managers speak with Complainant to “seal the deal.” Complainant alleges the finance department embellished their income to be \$50,000, and they paid a \$3,000 down payment. Complainant claims they received a letter on 4/28/25 stating the financing could not be approved due to a fraud alert on their account so

Complainant asked to return the vehicle and requested a refund of the down payment. Respondent states they conducted a thorough internal review involving both their finance department and the salesperson involved in the transaction. Respondent denies encouraging or instructing Complainant to embellish their income, arguing all financial application information is submitted directly by the customer. Respondent claims the lender made multiple attempts to contact Complainant for identity confirmation and to obtain consent for a credit review prior to finalizing the transaction. Respondent states Complainant submitted a 5-star review on Google reflecting initial satisfaction with the experience. Complainant submitted many rebuttal statements claiming Respondent forged their signature on the sales and transaction documents.

The lender investigated the allegations of identity theft and fraudulent signatures on the contracts and determined the allegations were invalid. The lender spoke with Respondent who confirmed Complainant was present at the dealership the day the contract was signed, and Complainant took possession of the vehicle. Respondent has video substantiating this as well.

Respondent has attempted to resolve this matter by offering to repurchase the vehicle from Complainant, but Complainant refused. Complainant also emailed the lender on 7/14/25 stating they wished to voluntarily surrender the vehicle and provided an address where the vehicle could be picked up. The lender contacted Complainant on 7/16/25 to attempt to coordinate the retrieval of the vehicle but Complainant declined this solution.

Counsel does not find any evidence to support Complainant's allegations and recommends closure.

Recommendation: Close

Commission Decision: Concur.

71. 2025038361 (EC)

Date Complaint Opened: 07/07/2025

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 4/6/25 from Respondent, an unlicensed entity. Complainant admitted to knowing Respondent personally prior to the sale and saw the vehicle on their Facebook page. An investigation was conducted. Respondent's Facebook page offers detailing/repair services and offers vehicles for sale. At the time of investigation, there were 5 vehicles being advertised for sale. The owner of the business has a personal Facebook page as well, where they are advertising more vehicles for sale. This page lists the address provided in the complaint. Respondent seems to hold their business out to be an auto broker and they claim they do not sell vehicles; they only assist a Mississippi licensed dealership in selling vehicles as a broker. Respondent's business was registered as a Mississippi Domestic Limited Liability Company on 6/6/25 and its registered address is in Mississippi.

The investigator went to the Respondent's address as provided by Complainant and found a Tennessee licensed dealership, with two licensed salespersons at the location. The dealership name was different than the name provided by Complainant. The owner of this dealership denied selling the vehicle at issue but did admit to knowing the individual who allegedly sold the vehicle to Complainant.

The investigator then spoke to Respondent by phone, and they confirmed their business has applied to be a wholesale dealer in Mississippi. Respondent stated the licensed dealership at the address provided by Complainant had nothing to do with the sale, but confirmed the Complainant met them at the location to look at the car. Respondent did not provide any kind of temporary tag and gave the title to Complainant at the time of sale. Respondent claimed the vehicle belonged to another Mississippi dealer, but they could not provide the dealer license number. The title showed it was sold by this Mississippi dealer. Respondent reiterated they do not sell vehicles and only assisted with the sale of this vehicle to Complainant by the Mississippi dealer. Respondent states they met at the Tennessee dealership because Respondent was there visiting the owner, and it was a convenient place for Complainant's mechanic to see the vehicle. Respondent states all necessary sales paperwork was completed at the Mississippi dealership and then the vehicle was delivered to the mechanic in Tennessee. Respondent denies selling any vehicles in Tennessee in the last 12 months. Counsel recommends issuing a Letter of Warning to all parties involved and recommends referring this complaint to the Mississippi Motor Vehicle Commission and the Mississippi Department of Revenue.

Recommendation: Letter of Warning and refer to Mississippi Motor Vehicle Commission and the Mississippi Department of Revenue

Commission Decision: Concur.

72. 2025020101 (EC)

Date Complaint Opened: 04/10/2025

First Licensed: 04/16/2013

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 2/8/25 from Respondent, a franchise dealer. Complainant has not received the title or registration as of 4/10/25. Complainant alleges Respondent's employee informed them that they never should have sold the vehicle because they knew they were having issues with the title. The complaint was first sent to Respondent via regular mail on 4/21/25 and no response was received. The complaint was then sent via certified mail which was delivered on 5/14/25. Respondent has failed to respond to the complaint. An investigation was conducted.

Prior to visiting the dealership, the investigator spoke with the Complainant who stated the dealership, at Complainant's request, rescinded the deal sometime in May. Complainant's bank told them that Respondent refunded all funds. Respondent admitted their staff mishandled the complaint and failed to respond. If Respondent would have provided a response, this costly investigation would have been unnecessary because there is no evidence of any violations related to the sale of the vehicle or the title, as it arrived at the dealership soon after the deal was rescinded. Counsel recommends issuing a \$1,000 civil penalty for failure to respond.

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

Commission Decision: Concur.

73. 2025020451 (EC)

Date Complaint Opened: 04/11/2025

First Licensed: 12/20/2017

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a \$1,000 civil penalty for failure to maintain motor vehicle dealer license, county business license, and sales and use tax certificate.

Complainant purchased a used vehicle on 6/10/22 from Respondent, a used car dealer, and Respondent has failed to deliver title as of 4/11/25. Complainant claims they paid off the vehicle on 11/10/23. Respondent has failed to respond, and it appears their mail is unclaimed. An investigation was conducted. Respondent's phone number is no longer in service. The investigator left a voicemail for the owner on their cell phone multiple times and left their business card multiple times, and Respondent never contacted the investigator. The dealership was never open for business when the investigator went by and there were no vehicles marked for sale. There was a large bumper from a car sitting in the office, the glass to the front door had been broken, and there was plywood in the door in place of glass. An individual from the repair shop near the dealership came over to speak with the investigator and explained the owner has not been seen in a few months, and they heard the owner opened a business somewhere in Mississippi. Respondent owns the building that houses the repair shop, and the individual had been trying to get in touch to pay them rent and because the building is leaking very badly. The individual said Respondent refuses to make repairs and claims the dealership building is also falling apart inside.

The business hours listed on the front door are 11-4 but the days are not listed, and everything is faded. The investigator went back to the dealership on 6/26/25, 7/1/25, and 7/2/25, and the business was still closed and the investigator's business cards were still visible through the window on the floor. On 7/11/25, the business cards were gone. The investigator made one more trip to the dealership on 7/21/25 and everything was still locked, and no one was there. The last temporary tag issued by Respondent through EZ Tag was on 2/14/25. Respondent's annual sales report for 2024 lists 4 vehicles being sold, 22 vehicles in 2023, 16 vehicles in 2022, and 39 vehicles in 2021. Respondent's website is still up and there are two vehicles in their

online inventory. The phone number on Respondent's website does not match CORE or the owner's cell number, and when Counsel called, it went to a voicemail for an insurance company. Counsel recommends revocation of Respondent's license due to the inactivity at the dealership and their failure to cooperate with the investigation.

Recommendation: Authorize revocation due to failure to be open for business and failure to cooperate or communicate with the Commission

Commission Decision: Concur.

74. 2025021441 (EC)

Date Complaint Opened: 04/16/2025

First Licensed: 09/01/1991

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer, and alleges they have not received the title and cannot get in touch with them. Complainant alleges Respondent has shut down. Respondent admits they are operating by "appointment only" at this time because they were in a wreck. Respondent states they have "an active Facebook page" where Complainant can send them a message or email them. Respondent states Complainant still owes a balance of \$1,388 and once it has been paid, Respondent will release their title. An investigation was conducted to determine how long Respondent has been operating outside of the required business hours and to obtain documentation related to this complaint.

When the investigator went to the dealership on 7/9/25, it appeared to be closed, possibly in preparation of repaving the parking lot. The inventory was parked on a further, adjacent lot. Respondent's owners (husband and wife) then met the investigator at the dealership and were very cooperative. They believe Complainant is attempting to obtain title to the vehicle under the guise the dealership is closed/out of business so they don't have to pay the balance owed.

Respondent has been trying to repossess the vehicle due to the fact they have not had contact with Complainant since 2023, but they cannot find it. Respondent provided a copy of the deal file, title and balance sheet. Complainant does not live at the address provided to Respondent and despite the investigator's multiple attempts to contact Complainant via email and by leaving voicemails, Complainant has not responded or cooperated. Counsel recommends issuing a Letter of Warning to put Respondent on notice that they must be open during their posted business hours and cannot operate by appointment only or require their customers to contact them via Facebook or email only.

Recommendation: Letter of Warning regarding business hours

Commission Decision: Concur.

75. 2025021681 (EC)

Date Complaint Opened: 04/17/2025

First Licensed: 12/16/2003

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with \$500 civil penalty for expired city/county business license(s).

Complainant purchased a used vehicle on 12/11/24 from Respondent, a used car dealer, and alleges they have not received the title or registration. Complainant alleges Respondent cannot tell them where the title is or why there is a delay in obtaining the registration. The complaint was first sent to Respondent via regular mail on 4/30/25 and no response was received. The complaint was then sent via certified mail which was delivered on 5/22/25. Respondent has failed to respond to the complaint. An investigation was conducted. Complainant notified the investigator they had received the title in June of 2025 and did not communicate further. Respondent's business manager claims they forwarded the complaint to their home office. Respondent did not provide any explanation for the delay other than to reference they were holding on to the title until they could get in touch with Complainant because they lived out of state. Counsel recommends issuing a \$1,000 civil penalty for failure to respond, and a \$1,500 civil

penalty for delay in providing title and registration, for a total \$2,500 civil penalty.

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

Commission Decision: Concur.

76. 2025023261 (EC)

Date Complaint Opened: 04/22/2025

First Licensed: 09/08/2023

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 1/31/25 from Respondent, a used car dealer. Complainant alleges Respondent failed to deliver title and registration as of 4/10/25. Complainant alleges Respondent has continued to mislead them about this issue and it appears they have not tried to get the registration per the county clerk. Respondent sent a response to this complaint claiming they resolved the issue with no further explanation – the response was one sentence long. An investigation was conducted. Respondent failed to provide answers to any of the questions posed by Counsel and the investigator despite acknowledging they received the email with the questions and despite a follow-up request. However, Respondent then changed their story and claimed they took the vehicle back and refunded Complainant. Counsel recommends issuing the maximum \$5,000 civil penalty for failing to respond to any of Counsel's questions and failing to provide the deal file/title despite receiving and acknowledging the request.

Recommendation: Authorize a \$5,000 civil penalty for failure to respond the Commission and provide requested business records

Commission Decision: Concur.

77. 2025023731 (EC)

Date Complaint Opened: 04/28/2025

First Licensed: 09/17/2024

Expiration: 08/31/2026 (CLOSED 7/23/25)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in November of 2024 from Respondent, a used car dealer. Complainant alleges they have received two temporary tags but they have not received the title so they can register the vehicle despite having paid for the vehicle in full. Respondent did not provide apologized for the delay and their lack of communication with the Complainant, and they have since mailed the title to the Complainant. An investigation was conducted, and Respondent cooperated and provided a sworn statement. Respondent explained that it took them a long time to get the title from the auction and then they had to obtain a duplicate title from the Department of Revenue. Respondent has been attempting to obtain an active license since they relocated their dealership, therefore Counsel recommends issuing a \$1,500 civil penalty for failing to produce the title within 120 days.

Recommendation: Authorize a \$1,500 civil penalty for delay in providing title

Commission Decision: Concur.

78. 2025024551 (EC)

Date Complaint Opened: 04/30/2025

First Licensed: 10/30/2023

Expiration: 10/31/2025 (CLOSED 7/23/25)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 4/23/25 from Respondent, a used car dealer. Complainant alleges Respondent provided falsified documents at the time of purchase. Complainant further alleges Respondent did not verbally communicate that the vehicle's title listed "flood damage." Respondent has not responded to this complaint. An investigation was conducted.

The Complainant did not cooperate with the investigation or provide any information/documentation that was requested. Respondent had a valid license at the time of the sale but has since closed their dealership as of 7/23/25. A new dealership has moved into the location and has a dealer application on file. Respondentsold the vehicle as-is, without warranty and Complainant signed the sales documents which clearly stated the vehicle had flood damage. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

79. 2025026171 (EC)

Date Complaint Opened: 05/08/2025

First Licensed: 10/09/2020

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer, and alleges they failed to provide a Bill of Sale. Complainant claims the vehicle was sold on consignment and Respondent states the seller will provide a Bill of Sale. An investigation was conducted to determine if Respondent followed the proper procedure when selling a vehicle on consignment.

Complainant confirmed they did receive the Bill of Sale from the Respondent in the mail. Respondent claims they did not know they needed to provide a Bill of Sale to the buyer and explained they just started taking consignments to fill their lot. Respondent provided a deal file for the sale which was incomplete and contained a blank consignment agreement. Respondent also provided random paperwork and a random title in the deal file. The investigator audited the only other consignment vehicle sold from the dealership and its deal file did not contain a completed consignment agreement as required. Counsel recommends issuing a \$1,000 civil penalty for each consignment sale that was not completed according to an executed and maintained Consignment Agreement as required by TCA § 55-17-114(b)(1)(M), for a total \$2,000 civil penalty.

Recommendation: Authorize a \$2,000 civil penalty for failure to execute and maintain consignment agreements for vehicles sold on consignment

Commission Decision: Concur.

80. 2025026691 (EC)

Date Complaint Opened: 05/12/2025

First Licensed: 09/23/2020

Expiration: 09/30/2026 (CLOSED)

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle on 4/18/25 from Respondent, a franchise dealer, and alleges Respondent has failed to provide the title as of 5/12/25. Complainant was hit by a drunk driver and the vehicle was totaled, so the insurance company needs the title. Complainant claims the insurance company will not pay for their rental vehicle until this is resolved because Respondent has not provided the title. The complaint was mailed and emailed to Respondent on 5/13/25 and then sent via certified mail on 5/30/25. Respondent signed the certified mail receipt on 6/6/25. Respondent failed to respond to this complaint, so an investigation was conducted. Respondent states they were made aware of this complaint on 8/6/25 and they think their

recent address change due to construction caused an issue with the complaint making it to the right person. Respondent stated the vehicle at issue was totaled on or around 4/20/25 and there was a delay in receiving corrected signatures from the previous owner of the vehicle, preventing Respondent from obtaining the title sooner. After receiving the corrected signatures, Respondent overnighted the title on 5/13/25. Respondent also refunded the sales tax, title and registration fees to help offset the inconvenience caused by the delay. Additionally, Respondent has new ownership, so this license is no longer active. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

81. 2025034731 (EC)

2025040991

Date Complaint Opened: 06/17/2025

First Licensed: 05/24/2016

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025034731

Complainant purchased a used vehicle on 5/27/25 from Respondent, a used car dealer. Complainant alleges they have not received the title as of 6/17/25 and claims Respondent listed the sales price as \$700 instead of \$2,300 to avoid paying higher taxes. Complainant provided a description of the vehicle from Facebook Marketplace which notes a salvage title. Respondent confirms the vehicle has a salvage title and claims it has to be inspected before a title can be provided. An investigation was conducted.

Respondent confirmed the vehicle was sold as a salvaged vehicle and provided the proof that Complainant signed the proper Disclosure form. Respondent requested a rebuilt title from the Department of Revenue at the request of the Complainant and they are not sure if the rebuilt title has been processed and sent to Complainant. Respondent states they provided the tracking number to Complainant showing it was sent to the DOR, and claims Complainant called them a week later and accused them of lying. Respondent provided the name of the agent at the DOR who was handling the rebuilt title application inspection. Respondent explains they used to only sell salvage vehicles prior to them being rebuilt, but over the past few years, they have processed the majority of them for the rebuilt title prior to selling. Respondent claims they have sold approximately 50 salvage title vehicles in the past 12 months out of 294 sales. Respondent has never provided a temporary tag to a salvage vehicle, which is confirmed in EZ tag's data records. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025040991

Complainant purchased a used vehicle on 3/26/25 from Respondent, a used car dealer. Complainant paid for the vehicle in full and they have not received the title as of 7/19/25. Respondent has told Complainant they gave the title to Complainant's father, but their father denies this. Respondent has failed to respond to this complaint despite receiving it by regular mail, email and certified mail. An investigation was conducted. Respondent states Complainant's father paid for the vehicle and asked for the title because the father wanted to put a lien on it. Respondent has attempted to assist the father, who now claims they sent it to the Complainant who lives out of state, and the Complainant, by attempting to get the paperwork from the auction to obtain a duplicate title. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

82. 2025036211 (EC)

Date Complaint Opened: 06/23/2025

First Licensed: 09/14/2022

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges fraudulent practices by the Respondent. Respondent is a licensed franchise dealer. Complainant alleges they were quoted \$1,400 for a maintenance package which they accepted. Complainant claims they were charged \$3,700, alleges they only signed one document electronically and that signature was reused on additional forms without their permission, and claims the documents and terms were read to them in Spanish even though they only speak English. Complainant further alleges Respondent did not provide them with copies of any of the signed documents until they returned to dispute the issue. Complainant wants Respondent to give them the vehicle at issue free of charge and refund their down payment. Respondent denies the allegations and explains they use a large, interactive presentation screen that clearly displays all of the products, allowing customers to either accept or decline each option. Respondent also met with Complainant personally after these concerns were brought forward, and they took immediate steps to attempt to resolve this matter. Respondent cancelled the original loan and absorbed all fees associated with the cancellation and a new loan was created with Complainant's expressed preferences. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

83. 2025036501 (EC)

Date Complaint Opened: 06/25/2025

First Licensed: 11/08/2022

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a \$500 civil penalty for failure to pay off trade-in vehicle in a timely manner. One complaint closed with \$1,000 civil penalty for failure to properly disclose recall(s) to the customer.

Complainant purchased a vehicle on 6/24/25 from Respondent, a licensed franchise dealer. Complainant alleges that a temporary registration/tag was not provided at the time of purchase. Respondent responded within 48 hours of the purchase and apologized that the temporary tag was not provided with the original paperwork. Respondent brought the temporary tag and registration to Complainant's residence less than 48 hours after the purchase was made. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

84. 2025036801 (EC)

2025037791

Date Complaint Opened: 06/27/2025, 07/02/2025

First Licensed: 09/01/1991

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025036801

Complainant purchased a new vehicle on 6/20/25 from Respondent, a franchise dealer. alleges

deceptive business practices in reference to contract pricing of vehicle including unwarranted additions. Complainant alleges Respondent's finance manager submitted a different Retail Installment Contract to their dealership/manufacture lender with an inflated vehicle sale price of 40,923.54 which Complainant did not review or sign. The contract Complainant received at the dealership the following day from a sales officer listed the agreed sale price of \$37,013.54. At the time of purchase (the day before), the finance manager placed the sales documents in an envelope and told Complainant everything was there, and claimed the manufacturer lender would mail the contract. Complainant expected to have signed it and that a copy would be in the envelope. Complainant claims they did not receive the first two pages of the sales documents which would have listed the APR, terms, finance information, total sales price and any add-ons. Complainant made it clear when they reviewed these pages during the negotiations that they did not want to purchase any add-ons except Tire and Hazard Protection. When Complainant returned the next day, they found that the finance manager had added GAP Insurance (\$1,500), Vehicle Protection Plus (\$1,000), Cosmetic Wheel Protection (\$535), Dent Protection (\$749), Appearance Package (\$749), and Honda Guard (\$2,986). The finance manager allegedly told Complainant the Honda Guard was a permanent cost that could not be removed, and it included window tinting. Complainant states a professional tint company later confirmed the vehicle did not have any aftermarket or special tint installed.

Respondent signed the certified mail confirming they received this complaint on 7/21/25 but did not respond. However, Respondent did provide a response to the similar complaint filed with Consumer Affairs. This was not a referral though, and the complaint was also filed separately with the MVC. An investigation was conducted. Respondent has since resolved these issues with Complainant mostly to their satisfaction. Respondent admitted the finance manager made a mistake and all unwanted products have been cancelled. Respondent provided 3 oil changes and tire rotations at no cost to compensate for the mistake. Counsel recommends issuing a \$500 civil penalty for failure to respond, which is \$500 less than the standard penalty for failing to respond because Counsel considers the confusion to be a mitigating factor, as well as Respondent's efforts to resolve the issues. Counsel recommends issuing a \$500 civil penalty for failure to respond, which is \$500 less than the standard penalty for failing to respond because Counsel considers the confusion to be a mitigating factor, as well as Respondent's efforts to resolve the issues.

Recommendation: Authorize a \$500 civil penalty for failure to respond

Commission Decision: Concur.

2025037791

Complainant alleges unethical and unprofessional conduct by Respondent in reference to vehicle payoff. Respondent is a franchise dealer. Complainant wanted to take \$13,000 in cash from the sale of that vehicle and use the remaining balance towards the purchase of another vehicle from Respondent. Complainant decided to sell their vehicle that was paid off to Respondent. Complainant alleges Respondent promised they could get the payment the same day if they showed proof the vehicle was paid for, and Respondent did not follow through on that promise. Then, the General Manager allegedly promised Complainant would have the money by 7/7/25, five days later, and that also did not happen. Complainant provided proof the vehicle was paid off, and Respondent could have easily verified this because it had been financed through their own manufacturer/finance company. Respondent made excuses about why they couldn't provide the reimbursement check and asked Complainant to come back another day and argued with them about the proof provided. Complainant had purchased and financed three vehicles through this company and there should have been no reason to question the proof or their payment history.

Respondent signed the certified mail confirming they received this complaint on 7/24/25 but did not respond. However, Respondent did provide a response to the similar complaint filed with Consumer Affairs. This was not a referral though, and the complaint was also filed separately with the MVC. An investigation was conducted. Respondent has since resolved these issues with Complainant to their satisfaction. Counsel recommends issuing a \$500 civil penalty for failure to respond, which is \$500 less than the standard penalty for failing to respond because Counsel considers the confusion to be a mitigating factor, as well as Respondent's efforts to resolve the issues.

Recommendation: Authorize a \$500 civil penalty for failure to respond

Commission Decision: Concur.

85. 2025037051 (EC)

Date Complaint Opened: 06/28/2025

First Licensed: 05/26/2011

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in September of 2023 from Respondent, a franchise dealer. Complainant alleges a salesperson added \$20,000 to the price of the vehicle but does not provide any evidence or further detail to support this claim. Complainant further alleges the salesperson caused them to be unable to sell this vehicle or trade it in, again failing to explain how that could happen. Respondent provides the deal file and explains the vehicle was sold to Complainant for \$51,097.75 and the finance charges are over \$15,000. Complainant also purchased a service contract and GAP insurance which added to the price of the vehicle. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

86. 2025037581 (EC)

Date Complaint Opened: 07/01/2025

First Licensed: 09/01/1991

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a \$500 civil penalty for failure to respond to a complaint within 30 days.

Complainant purchased a used vehicle from Respondent, a franchise dealer. Complainant alleges Respondent misrepresented the purchased vehicle and charged them for a warranty that was not included. Respondent has failed to respond to this complaint despite receiving it via regular mail, email and certified mail. The certified mail was signed for on 7/24/25. An investigation was initiated, which eventually produced a response dated 9/2/25. The response simply stated

Respondent had resolved the issues with Complainant.

This is the second time Respondent has failed to respond to a complaint and an investigator had to be deployed to obtain a response. Therefore, Counsel recommends issuing a \$2,000 civil penalty for failure to respond.

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

Commission Decision: Concur.

87. 2025037671 (EC)

Date Complaint Opened: 07/02/2025

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. 2025 – One complaint issued \$1,000 civil penalty for failure to respond to a complaint within 30 days.

Complainant purchased a used vehicle on 3/8/25 from Respondent, a franchise dealer. Complainant paid in full and alleges the title hasn't been provided by the Respondent after numerous attempts as of 7/2/25. Complainant lived in Tennessee at the time of purchase but has since moved to Texas. Complainant claims they informed Respondent of this information so they would not register the vehicle in Tennessee. Respondent explains they registered it here and if they would have initially titled the vehicle in Texas, they would have to address the difference in sales tax, Complainant would have to obtain a VIN inspection, and the process would be further complicated. Respondent overnighted the tag and registration to Complainant on 7/14/25 so they can proceed with transferring the title and registration to Texas. Respondent has offered to reimburse Complainant for the cost of a reasonable rental vehicle due to the delay. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

88. 2025037721 (EC)

Date Complaint Opened: 07/02/2025

First Licensed: 01/06/2023

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant alleges that Respondent didn't disclose the vehicle had been in two wrecks previously and claims they valued it four times its actual worth. Complainant got behind a couple days on their payment and claims Respondent calls and texts 4-5 times a day demanding payment and threatening repossession. Respondent provided Complainant with an AutoCheck report, which they signed, and it lists the vehicle's history. Complainant has made 10 payments since purchase and 6 have been late payments. Respondent sends out automated text reminders when payments are due and late, and Complainant's voicemail box is always full, so Respondent has to call multiple times in order to make contact. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

89. 2025037811 (EC)

Date Complaint Opened: 07/02/2025

First Licensed: 05/26/2011

Expiration: 05/31/2207

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 4/26/25 from Respondent, a franchise dealer. Complainant was a resident of Kentucky at the time, and informed Respondent they were moving to Oregon. Complainant alleges Respondent failed to deliver the title and registration as of 7/2/25. However, Complainant confirms Respondent sent the registration paperwork to the Kentucky clerk's office within a reasonable timeframe, but they had already moved. Complainant claims he Kentucky clerk returned the title and all paperwork to Respondent, they have had a family member go to the dealership to try to work out the issues causing the delay in getting everything done in Oregon but claims Respondent has not provided certain paperwork necessary in getting the transfer completed. Respondent had to obtain permission from the lienholder to change the address to where Complainant currently resides and then sent that paperwork to Complainant for signature. Respondent received that back on 7/24/25 and the paperwork has been sent out to Oregon for processing. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

90. 2025037861 (EC)

Date Complaint Opened: 07/03/2025

First Licensed: 07/15/2021

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with \$500 agreed citation for failure to maintain county and city business licenses. 2024 – One complaint closed with a \$5,000 civil penalty for

misleading advertising.

Complainant purchased a used vehicle in March of 2025 from Respondent, a used car dealer. Complainant alleges Respondent promised to fix whatever issue was causing the check engine light to come on while test driving the vehicle. Respondent sold the vehicle as-is, without warranty, and the vehicle has been driven over 7,000 miles in 4 months since purchase. Respondent has been working on the mechanical issues at no cost to Complainant, ordered parts to make the repairs, and reimbursed them for out-of-pocket costs. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

91. 2025039041 (EC)

Date Complaint Opened: 07/09/2025

First Licensed: 11/28/2023

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 1/15/25 from Respondent, a used car dealer. Complainant admits the purchase was as-is, without warranty, but alleges that the Respondent failed to disclose known mechanical issues and their salesperson deceived them about sensor lights that were on. Respondent denies having any knowledge of any mechanical issues that were not disclosed, and notes there was damage to the bumper that they fixed prior to the sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

92. 2025039471 (EC)

Date Complaint Opened: 07/11/2025

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. One complaint closed with \$2,000 civil penalty for failure to respond to a complaint within 30 days.

Complainant filed this complaint on behalf of their elderly father who has dementia. Respondent is a franchise dealer. Complainant's father had to turn in their leased vehicle due to losing their driver's license as a result of their diagnosed dementia, and Respondent understood this and was supposed to work with Complainant to return money owed to their father. Complainant alleges Respondent has failed to provide documents of returned vehicle and the check with what is owed to his father, and claims they are taking advantage of the situation. Respondent states the employee dealing with this matter was out of the office due to a family emergency and they have reached out to Complainant and will resolve this matter right away. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

93. 2025038581 (EC)

Date Complaint Opened: 07/08/2025

First Licensed: 09/01/1991

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 1/15/25 from Respondent, a used car dealer. Complainant alleges Respondent failed to disclose mechanical issues at the time of sale. Respondent sold the vehicle as-is, without warranty, but has since replaced the spark plugs and ignition coils at no cost to Complainant. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

94. 2025039051 (EC)

2025041041

Date Complaint Opened: 07/10/2025, 07/20/2025

First Licensed: 08/02/2017

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025039051

Complainant is a licensed used car dealer, and Respondent is a licensed used car dealer. Complainant filed this complaint because Respondent filed complaints with the Environmental Protection Agency and the Tennessee Department of Environment and Conservation alleging Complainant was illegally pouring barrels of oil into floor drains on their own premises. This accusation triggered an immediate state-level investigation. A TDEC inspector conducted a comprehensive inspection of our facility and there was no evidence to support the allegations. Complainant believes this false report was made in bad faith with the intent of harassing,

disrupting, and damaging their business by Respondent, a competitor.

Respondent denies filing complaints with any agencies about these allegations and states this is the first time they have heard about this matter. Respondent alleges there have been issues surrounding attempted repossessions of vehicles on the Complainant's property. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025041041

Complainant purchased a used vehicle on 6/19/25 from Respondent, a used car dealer. Complainant alleges that vehicle wasn't fixed properly at the time of purchase, which they believe demonstrates unethical conduct by Respondent.

Respondent sold the vehicle as-is and offered a third-party warranty, which the Complainant declined to purchase. Counsel reviewed the Bill of Sale and noticed the Doc Fee of \$325 is not properly disclosed on their website. They do disclose the doc fee is not included in the advertised price, but they do not state the amount of the doc fee, which would allow the dealership to change the doc fee amount at their leisure, and the consumer would be uninformed. Counsel recommends issuing a Letter of Warning instructing the Respondent to disclose the amount of their doc fee on their website and all price advertising.

Recommendation: Letter of Warning regarding doc fee amount disclosure

Commission Decision: Concur.

95. 2025039931 (EC)

Date Complaint Opened: 07/16/2025

First Licensed: 10/09/2020

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent, a used car dealer, and returned it within their 7-day return policy timeframe. Complainant has not received confirmation that the vehicle was returned and is concerned they will owe the first payment to the lender. Respondent has verified that the vehicle was returned and provided the documentation to Complainant. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

96. 2025039151 (EC)

Date Complaint Opened: 07/09/2025

First Licensed: 01/22/2019

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with a \$500 agreed citation for possession of an open title.

Complainant purchased a used vehicle on 3/8/25 from Respondent, a used car dealer.

Complainant has received two temporary tags and has not yet received the registration for the vehicle as of 7/9/25. Complainant's second temporary tag expired on 7/6/25. Complainant states Respondent told them the registration paperwork was returned to them because a signature was missing. Complainant states Respondent had not sent the registration paperwork into the state until late June or early July, but another employee had previously told Complainant the paperwork had been submitted weeks before.

Respondent explained that they were actively working on this and are providing Uber vouchers for Complainant's transportation. Respondent obtained the Complainant's signature on the necessary document on 7/24/25 and resubmitted the registration paperwork. After some back and forth with the county clerk, and after realizing title application materials must all be hand-delivered if the dealer is located in the county, Respondent brought the documentation to the clerk, registration was completed, and the title was issued on 8/22/25. Respondent has closed their dealership and surrendered their license, therefore Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag

Commission Decision: Concur.

97. 2025039161 EC)

Date Complaint Opened: 07/10/2025

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 the Respondent failed to disclose vehicle damages to the alleged "rare mint condition GT500." Complainant alleges Respondent serviced the vehicle and put one of many damaged replacement pieces on the vehicle. Complainant claims Respondent sent the remainder of the

damaged replacement items via mail and claims Respondent wants them to paint the passenger door and “ruin the value” of the vehicle. Respondent sold the vehicle as-is, without warranty. Respondent sent two replacement parts to Complainant because the weather strip needed to be replaced due to a scratch. Respondent sent a second replacement part to Complainant which was a door panel. Complainant took issue with the door panel on the vehicle after purchase, so a new door panel was sent and Respondent offered to pay for installation for both parts at a body shop convenient for Complainant. Respondent has offered to pay to fix a minor scratch and pay for all necessary work. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

98. 2025039601 (EC)

Date Complaint Opened: 07/14/2025

First Licensed: 03/13/2020

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a letter of instruction for advertising violation. 2022 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s).

Complainant filed a complaint against Respondent, a franchise dealer, and then requested to withdraw the complaint the following day because the issue was resolved. Complainant had alleged Respondent’s service center caused damage during routine service of their vehicle. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

99. 2025041491 (EC)

Date Complaint Opened: 07/22/2025

First Licensed: 06/04/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a lender, and Respondent is a franchised dealer. Complainant is the lienholder for a buyer who purchased a used vehicle from Respondent. Complainant alleges Respondent failed to complete purchase documents correctly preventing the buyer from obtaining the vehicle's title and license plate. Respondent purchased the dealership in June of 2024, three months after Complainant purchased the vehicle at issue. The title has since been issued in Mississippi, all issues have been resolved, and Complainant has requested this complaint be closed. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

100. 2025041121 (EC)

Date Complaint Opened: 07/21/2025

First Licensed: 09/01/1991

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant went to Respondent's dealership to test drive a vehicle they saw advertised online. Respondent is a licensed franchise dealer. The vehicle was advertised online for \$27,931 and after test driving the vehicle, Complainant realized it was not the same as the vehicle advertised online. Complainant then asked to see the truck from the advertisement and the deal sheet listed the price for more than \$32,000 before the doc fee, taxes and registration fees. Respondent told Complainant the advertised price included rebates that Complainant did not qualify for. Complainant states the advertisement only mentioned a \$500 military discount which would not explain the \$4,000 difference. Complainant offered to purchase the vehicle at the advertised price and was told they could not do that. Complainant provided a copy of the advertisement which supports the allegations. Counsel notes the disclaimer does not mention a doc fee and the Manager confirmed Respondent does charge a doc fee.

This complaint was mailed via regular mail, email and certified mail. Respondent received the certified mail on 8/14/25 and failed to respond to this complaint. Counsel called the dealership and spoke with the General Sales Manager and updated the dealership's email address internally. Counsel resent the complaint to the Manager on 8/21/25 and did not receive a response until Counsel reached out again on 10/16/25.

Respondent claimed their advertising was compliant because their disclosure states that "all rebates are subject to customer eligibility." Respondent stated they explained to Complainant that the online price included certain manufacturer incentives she did not qualify for. However, dealerships cannot apply rebates to their online pricing if they do not apply to everyone. Respondent also fails to disclose the doc fee and its amount which is charged to every consumer who purchases a vehicle.

Counsel recommends a \$1,000 civil penalty for failure to respond, a \$500 civil penalty for failure to disclose doc fee, and a \$500 civil penalty for misleading and deceptive price advertising, for a total \$2,000 civil penalty.

Recommendation: Authorize a \$2,000 civil penalty for failure to respond and advertising violations

Commission Decision: Concur.

101. 2025041251 (EC)

Date Complaint Opened: 07/21/2025

First Licensed: 06/28/2006

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant alleges that vehicle was not safe to drive, and the Respondent reposted the same vehicle after returned. Respondent allowed Complainant to return the vehicle they purchased a few days after the sale, and they provided a full refund. When the deal was reversed in Respondent's database, the system automatically returned the vehicle to stock, and it was returned to the website. The vehicle had to be manually removed from the website after that. The vehicle was never offered for resale on the lot and will be either returned to the auction or wholesaled. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

102. 2025041781 (EC)

Date Complaint Opened: 07/23/2025

First Licensed: 08/11/2020

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a \$500 agreed citation for unlicensed activity.

Complainant purchased a new vehicle from Respondent on 4/16/25 and alleges Respondent

failed to deliver title/registration as of 7/7/25. Respondent is a franchise dealer. Additionally, Respondent failed to provide a temporary tag once the first one expired, leaving Complainant without a vehicle to drive. Complainant further alleges their lender changed and no one notified them, and they are late on their payments due to the lack of communication from Respondent. Complainant claims they were told by Respondent to “bring the car back in and sell it” and Respondent offered no assistance after being informed of all of these issues.

Respondent has failed to respond to this complaint despite receiving it by regular mail, certified mail and email. Respondent also failed to respond to Consumer Affairs, where the complaint originated. An investigation was conducted. Respondent’s attorney provided the response they provided to Consumer Affairs at the AG’s Office on 9/2/25. The vehicle was registered on 7/14/25 which is within the timeframe allowed by the Department of Revenue. Counsel recommends issuing a Letter of Warning considering the Respondent did not provide a response until an investigator asked for one, but prior to 30 days since they received the certified mail.

Recommendation: Letter of Warning for failure to respond prior to investigation

Commission Decision: Concur.

103. 2025041941 (EC)

Date Complaint Opened: 07/24/2025

First Licensed: 10/16/2015

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in June of 2023 from Respondent, a used car dealer. Complainant alleges that Respondent didn’t disclose mechanical issues at the time of purchase. Complainant claims they cannot afford to make the monthly payments because of the costs of repairs that have occurred since purchase. Respondent explains that some repairs have been covered under the complimentary limited warranty they provided. Respondent is unable to

assist with any further repairs considering the vehicle was purchased over 2 years ago. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

104. 2025043991 (EC)

Date Complaint Opened: 08/01/2025

First Licensed: 08/26/2003

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used three-wheel motorcycle in February of 2025 from Respondent, a franchise powersports dealer. Complainant alleges that Respondent failed to report that vehicle had been reported as stolen before selling it. Respondent allegedly told Complainant the unit was new, the original buyer wrote a bad check, and Respondent then reported it as stolen prior to recovering it. Respondent explains the unit was never registered to the first purchaser and the title was never compromised. Complainant is the first recorded owner of the unit which had 1,413 miles on it at the time of sale and was thus sold used. Respondent states they did not know they needed to disclose the situation since it was the result of a fraudulent purchase, not a theft. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

105. 2025044391 (EC)

2025042921

Date Complaint Opened: 08/04/2025, 07/29/2025

First Licensed: 11/06/2020

Expiration: 03/31/2027

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).

2025044391

Complainant purchased a used vehicle on 5/9/25 from Respondent, a franchise dealer. Complainant alleges the lender contacted them in Mid-June 2025 asking about the title. Respondent provided Complainant with a second temporary tag and told them they would work on the issue. Complainant alleges the lender has threatened to raise the interest rate on 8/4/25 if they do not receive the title. Respondent claims the lender lost the title and Respondent has applied for a duplicate title. Respondent contacted Complainant on 8/12/25 and offered to unwind the transaction. Complainant is out of town for the summer and hung up on Respondent out of frustration, considering Complainant has attempted to get them to explain the situation and resolve it for months. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025042921

Complainant purchased a used vehicle on 11/18/24 from Respondent, a franchise dealer. Complainant alleges the vehicle has had many mechanical issues and claims Respondent has given them the “runaround” regarding buying the vehicle back. Respondent is working with Complainant to resolve this issue and trade them out of the car. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

106. 2025044981 (EC)

Date Complaint Opened: 08/07/2025

First Licensed: 09/22/2005

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 4/11/25 from Respondent, a franchise dealer. Complainant takes issue with the fact they did not get a Carfax report or information about the vehicle's history at the time of sale. Complainant purchased a third-party powertrain warranty and claims they denied a claim for repairs because of a pre-existing mechanical issue. Respondent has since received permission from the warranty company to repair the transmission at no charge to Complainant. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

107. 2025045911 (EC)

Date Complaint Opened: 08/10/2025

First Licensed: 07/20/2007

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 5/24/25 from Respondent, a franchise dealer. Complainant had not received the registration as of 8/11/25. Respondent states the registration paperwork was timely submitted to the county clerk but there was a miscalculation of fees due to the clerk, which caused a delay. The registration was completed and sent to Complainant on 8/11/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

108. 2025038501 (EC)

Date Complaint Opened: 08/18/2025

First Licensed: 03/07/2000

Expiration: 06/30/2027

License Type: Motor Vehicle Manufacturer/Distributor

History (5 yrs.): None.

Complainant filed this complaint against Respondent, the manufacturer of the vehicle that allegedly caught fire due to a known defect. Complainant has been working with the manufacturer through the BBB, their consumer affairs division without any success. Respondent cannot assist Complainant with their demands because they traded the vehicle at issue and no longer has possession of it. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

109. 2025043441 (EC)

Date Complaint Opened: 07/30/2025

First Licensed: 03/28/2018

Expiration: 03/31/2026 (CLOSED)

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with a \$500 agreed citation for possession of an open title.

Complainant alleges Respondent was operating with an expired dealer license and then closed their business. Respondent's license was cancelled and has not been active since 8/19/25. Complainant provided no evidence to support the allegations therefore Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

110. 2025047891 (EC)

Date Complaint Opened: 08/18/2025

First Licensed: 01/26/2001

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with \$250 agreed citation for advertising violation.

2024 – One complaint closed with a letter of warning for failure to respond to the Commission’s request for a response to a complaint.

Complainant purchased a used vehicle from Respondent, a franchise dealer. Complainant states their vehicle was declared a total loss on 5/29/25 and they went to the dealership on 6/1/25 to cancel the warranty. Complainant alleges Respondent has not forwarded the refund to their lienholder. Respondent immediately responded and the refund was sent to the lienholder around 8/22/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

111. 2025045881 (EC)

Date Complaint Opened: 08/09/2025

First Licensed: 08/25/2021

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – Two complaints closed with a \$7,000 civil penalty for failing to obtain registration documents in a timely manner. 2024 – Two complaints authorized \$1,000 civil penalty for failure to deliver tags/title in a timely manner.

Complainant purchased a used vehicle on 5/30/25 from Respondent, a franchise dealer. Complainant has not received the title or registration as of 8/9/25 despite having paid for the vehicle in full. Respondent told Complainant that the local clerk’s office is taking more than 6 months to process registrations. Respondent submitted the registration paperwork to the clerk on 6/10/25, less than 2 weeks after the sale. The registration was completed on 8/21/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

112. 2025051901 (EC)

Date Complaint Opened: 09/04/2025

First Licensed: 01/04/2022

Expiration: 12/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a licensed salesperson, and Respondent is a used car dealer. Complainant does not work at Respondent's dealership. Complainant alleges they were made aware that Respondent was willing to sell a vehicle to a consumer with a suspended driver's license. Complainant alleges this would be a violation of TCA § 55-10-427, also known as the Silas Gable Flatt Law. This statute states in part, "It is an offense for a person to knowingly provide a motor vehicle to another person who the provider of the vehicle knows or reasonably should know is a person whose driver license has been suspended..." Respondent argues they have not violated any laws but state it is their policy to require a valid driver's license for all vehicles sold. Respondent has provided additional training to their dealerships in Tennessee on this issue. Because dealerships are not required to obtain proof of a valid driver's license, they would not know or reasonably know whether a license is suspended or not at the time of a sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

113. 2025053011 (EC)

Date Complaint Opened: 09/10/2025

First Licensed: 08/03/2016

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer, on 2/27/25. Complainant's lender attempted to contact Respondent because they had not submitted the title transfer paperwork to the Department of Revenue and learned the dealership was allegedly closing. Complainant's lender is seeking help from the Commission to obtain a title on behalf of the Complainant and purchaser. Respondent states the vehicle has been paid off and the title was sent to the lender. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

114. 2025030851 (EC)

Date Complaint Opened: 06/02/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 7/8/24 from Respondent, an unlicensed business, after seeing it advertised on Facebook Marketplace. Complainant alleges the vehicle needed repairs and Respondent promised to make the repairs but has not been communicating with them. An investigation was conducted to determine if Respondent is holding themselves out to be a dealer and whether they are engaging in further unlicensed activity.

Complainant provided a sworn statement which states they met Respondent at the dealership location in Tennessee to buy the vehicle. This address now houses a tire shop and the owner of the tire shop denied knowing any of the people involved in this complaint and did not sell the vehicle at issue. There is a licensed dealership at one of the addresses provided by the Complainant, which does not match the address on the Bill of Sale. This licensed dealership's owner admitted to knowing the individual who sold the vehicle to Complainant. They said the individual works under the license of a Mississippi dealership owned by another person who was present the day the investigator was at this location. The investigator spoke with the owner of the Mississippi wholesale dealership, who provided a copy of their active Mississippi dealer permit and explained the individual who sold the vehicle to Complainant does have authority to purchase vehicles for his wholesale dealership. However, they claimed they did not have any knowledge of the sale at issue, and they are not familiar with the name of the Respondent unlicensed dealership. The owner of the Tennessee licensed dealership and the person owning the Mississippi wholesale dealership agreed to provide statements to the investigator at a later date but never did. The individual who sold the vehicle to Complainant spoke with the investigator by phone and confirmed they sold it to Complainant under the wholesale dealer they work for in Mississippi but explains the name of the business has changed since the sale was made. This is in conflict with what the owner of the Mississippi wholesale dealer told the investigator, because they claimed to have no knowledge of the name of the business listed on the Bill of Sale. The individual stated that if a vehicle is sold in Tennessee, they first wholesale the vehicle to a Tennessee dealer and that dealer then sells the vehicle and bills it out to the customer. The individual provided the names of two dealerships that he thought he had used in the past. The individual declined to provide a sworn statement regarding this complaint and claimed they wanted to focus on resolving the matter with the customer.

Complainant sent a picture of a temporary tag they claim was given to them by Respondent and the identification number corresponds with a sale from 2023 from a different dealer to a different vehicle for a different consumer. However, the expiration date shown in the picture was for 8/6/24, which likely means this temporary tag was altered and is fraudulent.

The investigator was able to find an active arrest warrant for Respondent for theft up to \$10,000 on 7/30/25. Additionally, the investigator found prior arrests related to Respondent selling vehicles and police reports related to Respondent making fraudulent temporary tags. The Commission does not have the resources to pursue this further if the police is already aware of the unlicensed activity and fraud, and Respondent is currently on the run from the law. Counsel recommends closing and flagging this complaint and referring it to the Department of Revenue and local law enforcement.

Recommendation: Close and flag; refer to the Department of Revenue and local law enforcement.

Commission Decision: Concur.

115. 2025046071 (EC)

Date Complaint Opened: 08/11/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they purchased a used vehicle from Respondent, an unlicensed business. Respondent is the same entity (with a different business name) referred to in the complaint 2025030851 above. Complainant alleges the vehicle was wrongfully repossessed. An investigation was conducted. The investigator went to the address provided by the Complainant, and it was a private residence. The address on the Bill of Sale is for an empty lot. The individual running the business who sold the vehicle has a warrant out for their arrest for theft of property and vandalism. The sale of another vehicle to a consumer in May of 2025 led to the arrest of Respondent. Complainant met Respondent at a Walmart to buy the vehicle and got pulled over for having a fraudulent temporary tag. The investigator located a police report related to Respondent creating fraudulent tags. It appears Respondent has opened a new car business in Mississippi, according to Facebook. The local clerk did not have any information related to Respondent selling vehicles. Respondent has not responded to the investigator. Respondent was working with another individual who ran a dealership with the same name in Mississippi, but that individual told the investigator Respondent owed them almost \$30,000 and they are avoiding them as well. The Commission does not have the resources to pursue this further if the police is already aware of the unlicensed activity and fraud, and Respondent is currently on the run from the law. Counsel recommends closing and flagging this complaint and referring it to the Department of Revenue and local law enforcement.

Recommendation: Close and flag; refer to the Department of Revenue and local law

enforcement.

Commission Decision: Concur.

116. 2025052891 (EC)

Date Complaint Opened: 09/10/2025

First Licensed: 05/15/2025

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 3/11/23 from Respondent, a used car dealer. Complainant alleges Respondent charged a \$699 fee that was not disclosed. After review of the Respondent's website, it is clear that Respondent does not disclose the fact that they charge a \$699 doc fee. Counsel recommends a \$500 civil penalty for this advertising violation.

Recommendation: Authorize a \$500 civil penalty for failing to disclose a doc fee

Commission Decision: Concur.

117. 2025045071 (EC)

Date Complaint Opened: 08/07/2025

First Licensed: 12/18/2017

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a \$500 agreed citation for failure to maintain surety bond.

Complainant purchased a used vehicle in March of 2025 from Respondent, a used car dealer. Complainant alleges the transmission and engine had mechanical issues and it was not disclosed. Respondent agreed to inspect the vehicle and notes Complainant had put 8,000 miles on it in three months and it was filthy. Respondent sold the vehicle as-is, and Complainant declined to purchase the offered warranty. Complainant has stopped making payments and the vehicle has been repossessed. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

118. 2025045841 (EC)

Date Complaint Opened: 08/08/2025

First Licensed: 05/23/2017

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with \$1,000 agreed citation for expired county/city business tax license(s) and doc fee disclosure. One complaint closed with \$3,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s). One complaint closed with \$250 civil penalty for expired county business license.

Complainant purchased a used vehicle on 6/2/25 from Respondent, a used car dealer. Complainant admits they signed the disclosure form explaining the vehicle had been salvaged and rebuilt but claims there was no written disclosure explaining that the vehicle sustained flood/water damage. Complainant did not provide any evidence to support the allegations. Respondent provided the deal file which included the signed disclosure form. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

119. 2025051581 (EC)

Date Complaint Opened: 09/03/2025

First Licensed: 08/03/2023

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 8/5/25 from Respondent, a used car dealer. Complainant alleges Respondent only provided them with a Bill of Sale and a payment schedule and they don't see proof their down payment was applied. Complainant alleges Respondent charged them fees that are not shown on the Bill of Sale. Complainant believes the vehicle may have been salvaged and after review of the deal file, it is clear Complainant signed the disclosure form stating the vehicle was salvaged with a rebuilt title. Respondent provided documentation showing the down payment was applied on the Bill of Sale and on the balance sheet and the deal file documents include the signed disclosure form. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

120. 2025052711 (EC)

Date Complaint Opened: 09/09/2025

First Licensed: 09/1/1991

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 8/5/25 from Respondent, a franchise dealer. Complainant alleges the vehicle went into "limp mode" two hours after purchase and had to be towed back to the dealership. Complainant claims Respondent looked it over and could not find any problems. Respondent provided a loaner vehicle when the vehicle was in the shop and has since traded Complainant out of that vehicle. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

121. 2025054351 (EC)

Date Complaint Opened: 09/15/2025

First Licensed: 01/04/2017

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle in December of 2021 from Respondent, a used car dealer. Complainant claims the vehicle had significant structural damage and should not have been sold. Complainant alleges Respondent told them they could bring the car back in a few months and trade it but when they tried, Respondent would not give them the same value they paid for the vehicle. Respondent states the vehicle has been driven 50,000 miles since purchase and denies

making any guarantees to Complainant. The vehicle was sold as-is, and Complainant was given a disclosure form that noted the vehicle had prior damage. Complainant filed a rebuttal claiming Respondent forged their name on the disclosure documents, but Counsel cannot prove those allegations without the proper resources. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

122. 2025054421 (EC)

Date Complaint Opened: 09/16/2025

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 dealership and selling vehicles with open titles. Respondent appears to be a towing business, but Complainant provided evidence that they may be holding themselves out to be a business that sells vehicles. An investigation was conducted. Respondent's Facebook page shows many vehicles being advertised for sale. When the investigator went to the business address, there was no signage and there appeared to be one truck marked for sale. Respondent explained that it was their father's truck. The local clerk refused to provide requested documentation to show whether Respondent has sold any vehicles in the last 12 months. The owner met with the investigator and denied holding their business out to be a dealer and states they could not afford the monthly insurance required to become a licensed dealer. Respondent states they have sold personal vehicles and have allowed others to display their personal vehicles for sale on their lot. Respondent states they have sold less than 5 personal vehicles in the last 12 months. Since the investigator's visit, Respondent has removed the truck for sale from the lot. Counsel recommends issuing a Letter of Warning regarding the limitations of selling vehicles without a license.

Recommendation: Letter of Warning regarding unlicensed activity

Commission Decision: Concur.

123. 2025048081 (EC)

Date Complaint Opened: 08/18/2025

First Licensed: 03/25/2009

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a \$1,750 agreed citation for employing unlicensed salespeople and failure to meet City and County Business license requirements.

Complainant purchased a used vehicle February of 2024 from Respondent, a used car dealer. Complainant tried to trade the vehicle at another dealership and was told the title was rebuilt and had been washed. Complainant alleges the Respondent bought the vehicle from an auction in salvaged condition, repaired it themselves, transferred the title to a salesperson and then sold it to them. Respondent states the Complainant was aware the vehicle's history showed a total loss but the title had never been branded as salvage or rebuilt. The Tennessee title is clean and Respondent believes Complainant is confusing the "total loss" history with a salvage title. Respondent provided the vehicle history report to Complainant at the time of the sale and provided proof they disclosed this to the Complainant and had the discussion about the clean title. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

RE-PRESENTATIONS

124. 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.

New Information: There is no new information to present. As such, Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur.

125. 2024032721 (TH)

Date Complaint Opened: 06/11/2024

First Licensed: 06/19/2019

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Respondent is under audit by the Department of Revenue. Respondent is a used dealership that also sells new ATV's. The County clerk's office expressed they have observed issues with Respondent over an extended period of time.

A majority of the paperwork provided by Complainant established issues with sales tax.

Counsel recommends placing this matter in litigation monitoring while the Department of Revenue investigation is under way.

Recommendation: Litigation Monitoring.

Commission Decision: Concur.

New Information: This matter is still under investigation by the Department of Revenue. As such, Counsel is recommending closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur.

126. 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

New Information: Counsel has spoken with Respondent’s attorney about this matter, and they request the Commission reconsider issuing a civil penalty for the failure to respond. Counsel also notes Respondent’s attorney has always responded to the complaints filed against Respondent over the years, and there have been many (only one resulted in a small civil penalty). The mail which is sent from the Commission to the dealership is generally packaged and delivered by the dealership and sent to their accounting office in another city in Tennessee. Then, the complaint would have been delivered to Respondent’s Controller. The Controller never received this complaint as they normally do. The Controller assures the Commission they will begin checking the mail herself when it arrives at the accounting office to make sure nothing is missed in the future. Counsel recommends issuing a Letter of Warning for failure to respond to this complaint based on this mitigating information and Counsel’s personal knowledge of Respondent’s attorney’s diligence in responding to complaints.

New Recommendation: Letter of Warning for failure to respond

New Commission Decision: Concur.

127. 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

New Information: Counsel has been unable to serve Respondent with the Consent Order and cannot locate Respondent. Counsel recommends closing and flagging this complaint.

New Recommendation: Close and flag

New Commission Decision: Concur.

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

ROLL CALL VOTE

IAN LEAVY	YES
CHARLES WEST	YES
SANDRA ELAM	YES
JOHN RYDELL	YES
DWIGHT MORGAN	YES
TRISHA JUNG	YES
TIM COPENHAVER	YES
NELSON ANDREWS	YES
JIM KERAS	YES
TERRY YARBROUGH	YES
JIM GALVIN	YES
STAN NORTON	YES
KARL KRAMER	YES
VICTOR EVANS	YES
JOHN ROBERTS	YES

MOTION CARRIED

LEGISLATIVE UPDATE

Nothing to Report

NEW BUSINESS

Nothing to Report

OLD BUSINESS

Nothing to Report

PUBLIC COMMENTS

None

Adjourn

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

MOTION PASSED

MEETING ADJOURNED