MINUTES

April 28, 2026

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: February 6, 2026

PLACE: Room 1-A, Davy Crockett Tower

PRESENT: Commission Members:
Nelson Andrews
Tim Copenhaver
Victor Evans
Trisha Jung
Jim Keras
Karl Kramer
Ian Leavy
Stan Norton
Hubert Owens
John Rydell
Farrar Vaughan
Charles West
John Roberts

ABSENT: Terry Yarbrough
Dwight Morgan

CALL TO ORDER: Chairman John Roberts called the meeting to order at 9:30 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 Vaughan. Chairman Roberts called for a voice vote.

VOICE VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**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 Vaughan made a motion to approve the minutes, seconded by Commissioner Norton. Chairman Roberts called for a roll call vote.

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

SALESPERSON/DEALER APPLICATIONS APPEALS

Anthony Bell, Jason Lewis Knoxville Supercenter, 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 Vaughan moved to uphold the denial, seconded by Commissioner Norton.

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED – DENIAL UPHELD

Deserae Pappas, Ole Ben Franklin Motors, Alcoa, TN

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

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**

STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

Travis Thompson, Watson Chevrolet, Livingston, TN

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

<u>ROLL CALL VOTE</u>

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

Calvin McHenry, Skip Your Dealers LLC, Clarksville, TN

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

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

Malik Samir Hamud, Wolfchase Chrysler Dodge Jeep Ram, Memphis, TN

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

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**NO**
JIM KERAS	**YES**
STAN NORTON	**NO**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**NO**

MOTION CARRIED

Manuel Carlos Hernandez, Music City Honda, Nashville, 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 Leavy moved to grant the license, seconded by Commissioner Norton.

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

Ronnie Paul Ayles, Ole Ben Franklin Motors, 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 Vaughan moved to grant the license, seconded by Commissioners Norton and Andrews.

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

TN Department of Commerce & Insurance

Executive Director's Report

April 28, 2026

Since the last Commission meeting on February 6, 2026 the following activity has occurred:

Last Meeting

New Meeting

Dealers Opened, or Relocated (Last Quarter)………………………..**37** **35**

Applications in Process…………………………………………….**31** **26**

Active Licensees as of April 14, 2026

Dealers	**3359**	**3343**
Auctions	**30**	**30**
Distributors/Manufacturers	**158**	**159**
Salespeople	**18,619**	**18,371**
Representatives	**376**	**385**
Dismantlers	**196**	**195**
RV Dealers	**41**	**39**
RV Manufacturers	**77**	**77**
Motor Vehicle Show Permits	**0**	**0**

Complaint Report- Opened Complaints from February 6- Present

Number of Complaints Opened…..............159

Number of Complaints Closed………………45

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

Vehicles Reported Sold in 2025……………….1,068,725

New Vehicles Reported Sold 2025…………….276,118

Used Vehicles Reported Sold 2025…………….792,607

Late Annual Sales Report Collected ………….. 321

Total revenue from Late Annual Sales Report collection: $32,100

Average Performance Metrics – February 1 - Present

Average Number of Days to License… **2.5 days to license**
0.9 days with clock-stoppers

MVC Zendesk Customer Satisfaction Rating February 1 – Present

Total Ticket Count…………………………… **1,836**
Full Resolution in Business Hours…………... **.82 hours**
Quarterly Satisfaction Rating..................... . **97%**

Disciplinary Action Report January 2026 through March 2026

Total to be

collected……………………**$48,500**

Financials and Budget – Fiscal Year

- Our most recent NPS (net position statement) ending February 2026, reflects a surplus for FY26 of $71,708. This is very good news since we will add to our reserve balance instead of depleting it for the first time in 3 years. Additionally, our even-year finances typically don't show a positive ending balance - rather we rely on our odd year revenues when our manufacturers and distributors typically renew.
- We continue to monitor our expenditures to ensure we are operating as efficiently as possible.

Online Adoption Across All Professions

- **96%** online adoption for New "1010" Applications across all Professions available as of April 14, 2026.

Administrative News

- Our Retrospective Rules become effective on June 1, 2026. I have provided bullet points in your materials to refresh your memories, and we will issue another "notify" message to all licensees as we approach that effective date. Most notable in these rules is the deletion of our vehicle show permit with its replacement outlining guidelines for both shows and displays. We hope this will provide additional guidance to some of the newer platforms we are beginning to see enter the market.

- Dealer App – **Scout Motor Sales, LLC**

    - I wanted to make the Commission aware that we have received an application for a dealers' license from Scout Motor Sales, LLC. I thought it prudent to seek guidance from the full Commission on how you would like to proceed.

- **FTC Rule Changes**

- The FTC recently opined that they would be enforcing all-inclusive advertising beginning in March. This would create a potential conflict with our current rule.
- We are awaiting on anticipated FAQs from the FTC over the next several weeks to provide further guidance.
- In the interim I have notified our inspections team not to issue NOVs for these potential advertising violations.

Outreach

- Taylor and I will be attending the AAMVA Region 2 Conference in Austin, TX May 5-7. This will be our first opportunity to interact directly with our AAMVA partners and we are eager to establish and nurture new relationships with our counterparts across the nation.

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

VOICE VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**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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M E M O R A N D U M

Privileged and Confidential Communication – Attorney Work Product

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TO: Tennessee Motor Vehicle Commission

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

DATE: April 28, 2026

SUBJECT: MVC Legal Report

1. 2025075291 (TH)

2025073961

Date Complaint Opened: 12/17/2025, 12/12/2025

First Licensed: 05/14/2018

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025075291:

The Complainant financed a vehicle purchased by a customer from the Respondent on August 26, 2025. The complaint alleges the Respondent failed to register the vehicle and perfect the lien in a timely manner. However, the Respondent advises that the vehicle and lien were registered on December 15, 2025. The response included supporting documentation. Therefore, since the vehicle was registered within the required one hundred and twenty (120) timeframe, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2025073961:

The Complainant financed a vehicle purchased by a customer from the Respondent on September 6, 2025. The complaint alleges the Respondent failed to register the vehicle and perfect the lien in a timely manner. However, the Respondent advises that the vehicle and lien were registered on February 6, 2025. The response included supporting documentation. Therefore, since the vehicle was registered shortly outside

the required one hundred and twenty (120) timeframe, Counsel recommends issuing a Letter of Warning reminding the Respondent to timely provide registration documentation.

<u>Recommendation</u>: Letter of Warning.

<u>Commission Decision</u>: Concur.

2. 2025073311 (TH)

Date Complaint Opened: 12/12/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant is a neighbor of the Respondent, and filed Complaint No. 2025073311 alleging the Respondent is selling vehicles without having the required license. The Respondent informed the investigator that they are associated with a dealer in Kentucky and use this association to purchase vehicles at auction. The investigator informed the Respondent of the five (5) vehicle limit per year for unlicensed individuals, and the Respondent confirmed they would remove their eight (8) vehicle listings on Facebook Marketplace. Accordingly, Counsel recommends closing this complaint with a Letter of Warning pertaining to unlicensed activity.

<u>Recommendation</u>: Letter of Warning.

<u>Commission Decision</u>: Concur.

3. 2025070291 (TH)

Date Complaint Opened: 12/01/2025

First Licensed: 05/23/2019

Expiration: 03/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant brought their vehicle to the Respondent's dealership for repair. The complaint alleges that the vehicle was "never properly repaired and remained unsafe to operate." The Complainant alleges they sustained losses "directly caused by the unresolved mechanical issues and the repeated failure to properly diagnose or repair the vehicle."

The Respondent explains that their mechanics performed repairs on the vehicle based on the results of tests performed. The Respondent advises that they had requested the Complainant to bring the vehicle in when the oil light appeared; however, the response alleges the Complainant failed to comply with the request.

Based on the information provided, there is no evidence of a violation of the Commission's regulations. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office.

Recommendation: Close and refer to the Department of Consumer Affairs.

Commission Decision: Concur.

4. 2025070501 (TH)

Date Complaint Opened: 12/02/2025

First Licensed: 10/30/2025

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was filed anonymously, advising that the Respondent is charging a One Hundred and Ninety-Nine Dollar ($199.00) "PIPA" fee to protect customers' personal information. The Respondent confirmed they are charging that fee as part of business practice for each sale. However, this fee is in violation of Tennessee Code Annotated § 55-17-114 (b)(1)(E). Counsel recommends discussion.

<u>Recommendation</u>: Discuss.

<u>Commission Decision</u>: Issue a consent order giving Respondent the option to refund the $199.00 PIPA fee to their customers within thirty (30) days or pay a $1,000.00 civil penalty.

5. 2025070861 (TH)

Date Complaint Opened: 12/03/2025

First Licensed: 01/10/2024

Expiration: 12/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent. The complaint includes allegations that the Respondent violated both Lemon Law, as well as the required procedures for repossession. Accordingly, this matter would fall under the jurisdiction of the Department of Consumer Affairs at the Tennessee Attorney General's Office. Therefore, Counsel recommends closing this complaint and referring the matter to Consumer Affairs.

Recommendation: Close and refer to the Department of Consumer Affairs.

Commission Decision: Concur.

6. 2025071051 (TH)

2026001891

Date Complaint Opened: 12/03/2025, 01/10/2026

First Licensed: 03/06/2024

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025071051:

The Complainant purchased a vehicle from the Respondent and filed Complaint No. 2025071051 alleging failure to timely deliver the vehicle's title. However, the Respondent informed Counsel that they have unwound the deal, refunded the Complainant, and taken repossession of the vehicle. As such, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to timely issue registration.

Recommendation: Letter of Warning.

Commission Decision: Concur.

2026001891:

The Complainant purchased a vehicle from the Respondent and filed Complaint No. 2026001891 alleging failure to timely deliver the vehicle's title. However, Counsel was informed the issue this issue has been resolved. As such, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to timely issue registration.

<u>Recommendation</u>: Letter of Warning.

<u>Commission Decision</u>: Concur.

7. 2025071481 (TH)

Date Complaint Opened: 12/03/2025

First Licensed: 02/10/2023

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a used vehicle from Respondent. However, the Complainant explained that within ninety (90) days of purchase, the vehicle "started showing signs of major issues." Respondent denies any issues with the vehicle at the time of purchase, and asserts they are unable to determine how the vehicle was damaged after purchase. Based on the information provided, there is no evidence of a violation of the Commission's regulations. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office.

<u>Recommendation</u>: Close and refer to the Department of Consumer Affairs.

<u>Commission Decision</u>: Concur.

8. 2025072151 (TH)

Date Complaint Opened: 12/09/2025

First Licensed: 08/01/2000

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant filed Complaint No. 2025072151 alleging Respondent failed to deliver their registration documentation approximately four (4) months after purchase. However, Complainant informed Counsel that they have received their license plates and registration and requested to withdraw their complaint. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation.

<u>Recommendation</u>: Letter of Instruction.

<u>Commission Decision</u>: Concur.

9. 2025074421 (TH)

Date Complaint Opened: 12/16/2025

First Licensed: 04/16/2018

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges that the Respondent sold them a defective vehicle. The Respondent explains the vehicle was sold "As-Is" and provided the Complainant signed documentation. Accordingly,

Counsel recommends closure. However, the complaint contained allegations of Lemon Law.

Therefore, Counsel also recommends referring this matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office.

<u>Recommendation</u>: Close and refer to the Department of Consumer Affairs.

<u>Commission Decision</u>: Concur.

10. 2025074781 (TH)

Date Complaint Opened: 12/17/2025

First Licensed: 03/13/2001

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

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

The Complainant purchased a vehicle from the Respondent on December 2, 2025. The Complainant filed Complaint No. 2025074781 stating that, as of December 16, 2025, they had not received their registration documentation from the Respondent. In response, the Respondent advised that during the week of December 23, 2025, the title was sent to the Complainant. Complainant confirmed the title was received.

Based on the information provided, there is no evidence of a violation on behalf of Respondent. As such, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

11. 2025072741 (TH)

2026004251

Date Complaint Opened: 12/10/2025, 01/19/2026

First Licensed: 07/25/2023

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2025072741</u>:

The Complainant purchased a new vehicle from the Respondent, and alleges the Respondent failed to disclose defects with the vehicle. However, based on the information provided, there is no evidence of a violation of the Commission's regulations. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office for further investigation into a possible Lemon Law violation.

<u>Recommendation</u>: Close and refer to Consumer Affairs.

<u>Commission Decision</u>: Concur.

<u>2026004251:</u>

The Complainant purchased a vehicle from the Respondent. The complaint alleges that shortly after purchase, the vehicle began experiencing "mechanical and electrical

failures."

The Respondent explains that the vehicle passed their "customary used car inspection." Furthermore, the response advises that the vehicle was purchased "As-Is," and provided that the Complainant signed documentation. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

12. 2025073231 (TH)

Date Complaint Opened: 12/11/2025

First Licensed: 07/05/2002

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a 2014 vehicle from the Respondent. The complaint alleges the Respondent misrepresented the condition of the vehicle. The Respondent explains the vehicle was purchased "As-Is," and denies knowledge of any mechanical issues at the time of sale. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

13. 2025071571 (TH)

Date Complaint Opened: 12/05/2025

First Licensed: 04/11/2005

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent on September 25, 2025, and filed Complaint No. 2025071571 for the delay in receiving their title. The Respondent informed Counsel that the title was printed on December 15, 2025, and the title was sent to the Complainant on December 23, 2025. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

14. 2025071071 (TH)

2025073971

Date Complaint Opened: 12/03/2025, 12/16/2025

First Licensed: 08/11/1998

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a letter of warning, reminding the Respondent of their obligation to provide registration documentation to customers in a timely manner.

2025071071:

The Complainant purchased a used vehicle from the Respondent. The complaint explains that three (3) days after purchase, the vehicle "experienced a sudden and severe mechanical failure while driving under normal conditions."

The Respondent denies knowing the vehicle had issues prior to the sale. The response explains that the manufacturer is denying the Complainant's requests, claiming the unit is experiencing issues due to "external influence."

Based on the information provided, there is no evidence of a violation of the Commission's rules and regulations. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2025073971:

The Complainant purchased a vehicle from the Respondent. The complaint alleges that the vehicle's steering wheel began to have issues shortly after purchase. The Respondent denies that "deceptive or unfair practices…occurred in th[e] transaction." The response advises the Complainant purchased the vehicle "As-Is." Accordingly, Counsel is recommending closure. However, the complaint contained allegations under the Tennessee Consumer Protection Act. Therefore, Counsel also recommends referring this matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office.

Recommendation: Close and refer to the Department of Consumer Affairs.

__Commission Decision__: **Concur.**

15. 2025069841 (TH)

Date Complaint Opened: 11/25/2025

First Licensed: 09/01/1991

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The complaint is based on contractual disputes between the Complainant and the Respondent. Therefore, the issue is outside of the Commission's jurisdiction, and Counsel recommends closure.

__Recommendation__: **Close.**

__Commission Decision__: **Concur.**

16. 2025070641 (TH)

Date Complaint Opened: 12/02/2025

First Licensed: 09/01/1991

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges that the Respondent failed to disclose that the vehicle had previously been in an accident. The Respondent denies the allegations and explains that the vehicle was purchased from an

auction and underwent a maintenance and mechanical inspection. The Respondent advises that they performed no "work" on the vehicle prior to the sale. The Respondent states that both the salesperson and the Complainant were relying on the same information for the vehicle's history. Respondent states there was no attempt to "defraud or hide anything in regard to the condition of the [vehicle]." Nevertheless, the Respondent states that if the Complainant is not satisfied with the vehicle, they are willing to find a solution.

Based on the information provided, there is no evidence of a violation on behalf of the Respondent, and Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

17. 2025069701 (TH)

Date Complaint Opened: 11/20/2025

First Licensed: 03/05/1997

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent. The complaint explains at the time of the purchase, the Complainant was a resident of Mississippi. The Complainant alleges they were charged "improper, inflated, and unauthorized fees" by the Respondent.

The Respondent denies the allegations and explains that the Mississippi State Sales Tax rate on vehicles is 5%, which was calculated and included in the total price. Likewise, the Respondent advises that in Mississippi, the tag fees are "much higher" than in Tennessee, and a Five Hundred Dollar ($500) fee was also included to go

towards the tag fee. The response includes a thorough review of the fees charged, as well as Complainant signed documentation establishing each charge. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

18. 2025066141 (TH)

2025076481

Date Complaint Opened: 11/10/2025, 12/29/2025

First Licensed: 06/10/2004

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025066141:

On October 1, 2025, the Complainant purchased a vehicle from the Respondent. The complaint explains that after purchase, law enforcement determined it was a stolen vehicle. The complaint requested the Respondent's surety bond information, and all bond information was provided to the Complainant.

The Respondent explains the vehicle was lawfully purchased and resold in the ordinary course of business and later seized because of an unrelated criminal investigation. The response advises that the vehicle was not reported stolen until after the Respondent lawfully purchased and resold the vehicle with a clean title. The Respondent explains that the County Sheriff's office has identified the Respondent and "all downstream purchasers" as victims of a scheme perpetrated by the "upstream seller." Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2025076481

The Complainant purchased a vehicle from the Respondent on October 30, 2025. The complaint alleges failure to provide the title; however, the Complainant followed up, advising that the title was received on March 15, 2026, and inquired about withdrawing their complaint. The Respondent explains that the delay was caused by issues with getting the vehicle registered in the Complainant's home state of Oklahoma. Due to the minor delay in getting the vehicle registered within one hundred and twenty (120) days, Counsel recommends closing this complaint with a Letter of Instruction pertaining to timely providing registration documentation.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

19. 2025067141 (TH)

Date Complaint Opened: 11/10/2025

First Licensed: 07/08/2010

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant alleges that the Respondent is participating in unlicensed activity and misusing dealer plates. An investigator went to Respondent's location and verified

that the dealer's license is active with an expiration date of November 30, 2026. The investigator explains they did not receive "any callbacks, text, or emails" from the Complainant. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

20. 2025067431 (TH)

Date Complaint Opened: 11/13/2025

First Licensed: 08/27/2018

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a used vehicle from the Respondent. The complaint explains the vehicle had mechanical issues shortly after purchase. However, the Respondent provided the Complainant signed "As-Is" documents. Therefore, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

21. 2025068551 (TH)

Date Complaint Opened: 11/19/2025

First Licensed: 04/22/2025

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent's dealership on July 24, 2025. In their complaint, the Complainant alleges Respondent was untimely in providing the title for the vehicle. The Respondent explains that while they had a Missouri title in hand at the time of sale, they discovered after the sale that the title contained issues. The Respondent states they obtained a corrected title on October 20, 2025, and provided the title to the Complainant on October 24, 2025. The Complainant's vehicle was registered on October 27, 2025. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

22. 2025071181 (TH)

Date Complaint Opened: 12/04/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was initiated following allegations that the Respondent was operating as a "broker" and without a dealer's license. The Respondent holds a broker's license in the state of Georgia; however, they are not licensed in Tennessee. Based on the limited information provided in the complaint, Counsel is recommending closing this matter with a Letter of Warning pertaining to unlicensed and prohibited brokerage activity.

Recommendation: Letter of Warning.

Commission Decision: Concur.

23. 2025071031 (TH)

2026000531

Date Complaint Opened: 12/03/2025, 01/05/2026

First Licensed: 06/02/2025

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025071031:

The Complainant purchased a vehicle and alleges that they did not receive their title. The Respondent advises that the delay was due to administrative issues with the previous owners encountered subsequent to the sale of the vehicle. However, the Respondent reported that they have since rectified the issue, and the Complainant should be provided with the title. Accordingly, Counsel recommends closing the complaint with a Letter of Warning reminding the Respondent to timely provide registration.

Recommendation: Letter of Warning.

Commission Decision: Concur.

2026000531:

The Complainant alleges the Respondent failed to timely provide the title. The complaint requests an unwinding of the deal based on the allegations of the Respondent's untimeliness. The Respondent denies the allegations and states the Complainant chose to pick the documents up from the dealership and register the vehicle themselves. The Respondent attached a document from their portal establishing that the vehicle is registered in the state of Mississippi and has a lien registered. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

24. 2025071411 (TH)

Date Complaint Opened: 12/04/2025

First Licensed: 08/08/2018

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

This complaint was opened following allegations that the Respondent was acting as an unlicensed dismantler. Counsel requested that an investigator visit the Respondent's location to determine whether any unlicensed activity was occurring. During the site inspection, the investigator did not identify any evidence supporting the allegation that the location was engaged in the sale of used automotive parts or operating as a dismantler or recycler. The inspection also failed to reveal the presence of a substantial inventory of used car parts, either actively displayed or staged for potential resale. Accordingly, Counsel recommends this complaint be closed with a Letter of Instruction regarding unlicensed activity regulations.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

25. 2025069221 (TH)

Date Complaint Opened: 11/20/2025

First Licensed: 04/24/2015

Expiration: 04/30/2025 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – Three complaints issued a $500 civil penalty for delaying payoff of vehicle.

The Complainant alleges that despite the Respondent no longer being licensed, the dealership is continuing to operate. On December 1, 2025, an investigator went to the Respondent's location regarding the allegations in the above-mentioned complaint. The investigator submitted an Out of Business request for the dealership. The investigator confirmed that all signage and telephone numbers had been removed from the location and did not observe any activity at the location. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

26. 2025066201 (TH)

2025075161

2026003741

Date Complaint Opened: 11/06/2025, 12/20/2025, 01/15/2026

First Licensed: 09/22/2005

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2025066201</u>:

The Complainant explains they were inquiring with the Respondent about purchasing a vehicle. However, the complaint alleges that the Respondent refused to "service this vehicle for the KSDS campaign service to activate the warranty."

The Respondent explains that the specific vehicle in question does not fall under the KSDS campaign and therefore is not eligible for any warranty updates. Furthermore, the response advises there are two (2) open campaigns on this vehicle, which are listed below:

1. **A wiring harness for the tow hitch; however, a remedy is not currently available from the manufacturer.**
2. **A software update which is scheduled to be completed in the next couple of days.**

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

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

<u>2025075161</u>:

The Complainant purchased a vehicle from the Respondent. The Complainant acknowledges they purchased the vehicle "As-Is," and that the Respondent did perform an inspection of the vehicle prior to the sale. However, the complaint is based on allegations that the Respondent "sold a vehicle with unsafe tires due to tread depths."

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

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

<u>2026003741:</u>

The Complainant purchased a vehicle from the Respondent and alleges that shortly after purchase, the vehicle began to have issues. The Respondent explains the vehicle was over twelve (12) years old and had approximately 194,000 miles at the time of sale. Furthermore, the Respondent advises the vehicle was sold "As-Is." Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

27. 2025067701 (TH)

Date Complaint Opened: 11/16/2025

First Licensed: 07/02/2020

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent. The complaint explains that shortly after purchase, the vehicle began to experience mechanical issues. The Complainant is currently active duty, and Counsel was unable to obtain further information about the complaint.

While the Respondent did initially answer the complaint, the response did not include any substantive information pertaining to the allegations. Multiple attempts were made by both Counsel and the program to contact the Respondent to obtain more information; however, the Respondent failed to answer these requests.

Based on the information provided, there is not evidence to substantiate the allegations included in the complaint. However, as the Respondent failed to answer follow-up requests, Counsel recommends issuing a Letter of Warning reminding the Respondent to answer all requests from the Commission.

Recommendation: Letter of Warning.

Commission Decision: Concur.

28. 2025068511 (TH)

Date Complaint Opened: 11/18/2025

First Licensed: 09/01/1991

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant alleges that, during the purchase of a vehicle, the Respondent was

deceptive throughout the sales process. However, the Complainant later informed an investigator that they no longer wished to pursue the complaint and no longer believed the Respondent acted fraudulently. The investigator also confirmed the accuracy of the information provided by the Respondent.

The Commission's initial requests for response sent to the Respondent were returned as undeliverable. However, the Respondent complied with the investigation and advised the investigator that, since receiving the complaint, they have updated their contact information in CORE. Accordingly, Counsel recommends closing this complaint with a Letter of Instruction reminding the Respondent to ensure that their contact information stays up-to-date as required by Tennessee Code Annotated § 55-17-111(e), and to answer all requests sent by the Commission as required under Tenn. Rules & Reg. 0960-01-.23.

<u>Recommendation</u>: Letter of Instruction.

<u>Commission Decision</u>: Concur.

29. 2025073331 (TH)

Date Complaint Opened: 12/12/2025

First Licensed: 05/01/2012

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleged that the Respondent failed to register their vehicle. The Respondent advised the Complainant defaulted on their loan within forty (40) days after purchase and explained that the vehicle was repossessed shortly after. The Respondent explained that since the Complainant was in default within a short period of time, they were unable to complete registration on the vehicle. Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

30. 2025074621 (TH)

Date Complaint Opened: 12/15/2025

First Licensed: 08/05/2011

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent in March 2021. The complaint alleges that during the sale in 2021, the Respondent failed to disclose an active warranty recall. The Respondent denies the allegations and states that the Complainant "reviewed, acknowledged, and signed the safercar.gov Recall Acknowledgment." The Respondent explains that the signed document informed the Complainant that there was an active recall associated with the vehicle identification number for the stop lamp switch and that a remedy was not yet available. The Respondent advises that they provide a complimentary thirty (30) day/1,500-mile Limited Warranty, and that the Complainant also purchased an optional five (5) year/50,000-mile Vehicle Service Contract as well. Additionally, the Respondent states they offer a five (5) day/300-mile Vehicle Return Program. The Respondent advises that the Complainant did not elect to partake in the return program or submit a claim under either warranty.

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

<u>Commission Decision</u>: Concur.

31. 2025075491 (TH)

Date Complaint Opened: 12/22/2025

First Licensed: 09/01/1991

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a new vehicle from the Respondent and alleges that the vehicle was faulty and required repairs. The Respondent explains they were not aware of any issues with the vehicle at the time of sale, and that there was no willful misconduct or negligence on behalf of the Respondent. Further, the Respondent explains that since the Complainant purchased a new vehicle, a "comprehensive manufacturer's warranty" was included. The Respondent explained that, as such, the Complainant is able to take the vehicle to any authorized location for repairs. Based on the information provided, there does not appear to be evidence of a violation on behalf of the Respondent. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office for further investigation into a possible Lemon Law violation.

<u>Recommendation</u>: Close and refer to Consumer Affairs.

<u>Commission Decision</u>: Concur.

32. 2025075901 (TH)

2026009641

Date Complaint Opened: 12/23/2025, 02/11/2026

First Licensed: 07/01/2020

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2025075901:</u>

The Complainant alleges that the Respondent has not been following the manufacturer standard transmission services. The complaint explains, accordingly, now their transmission replacement request is being denied.

The Respondent states based on the normal service criteria, they had "no reason" to perform the transmission service with a filter change. The response advises if the Complainant's driving criteria changed beyond the scope of the warranty for life, the duty is on the customer to inform the dealership. The Respondent states "unfortunately" the manufacturer only offered to cover 5% of the cost. However, the Respondent explains as an effort of goodwill to the customer they offered Three Thousand Dollars ($3,000.00) towards the total cost.

Based on the information provided, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision:</u> Concur.

<u>2026009641</u>:

The Complainant purchased a vehicle from the Respondent on October 23, 2025. The complaint alleges the Respondent failed to timely provide registration. The Respondent explains that the complaint is filed against their wrong license, and that the vehicle was purchased from their sister dealership by a previous employee. The

response states the delay was due to issues with the auction; however, the Respondent advises that the customer received their permanent title on February 16, 2026, which is within one hundred (120) days of purchase. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

33. 2025076941 (TH)

Date Complaint Opened: 12/31/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The complaint alleges the Respondent is operating as an unlicensed Dismantler/Recycler. An investigation established that the Respondent sold a total of fifty-six (56) parts unlicensed. Accordingly, Counsel recommends assessing a One Thousand Dollar ($1,000.00) civil penalty.

<u>Recommendation</u>: Authorize assessing a One Thousand Dollar ($1,000.00) civil penalty.

<u>Commission Decision</u>: Authorize assessing a One Thousand Dollar ($1,000.00) civil penalty and refer to local law enforcement.

34. 2025069761 (TH)

Date Complaint Opened: 11/21/2025

First Licensed: 09/13/2017

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

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

The Complainant alleges that the Respondent failed to provide the title for their vehicle. However, after investigation, it was determined that another entity was fraudulently using the Respondent's name and likeness. The Respondent is working with the police to get the issue resolved. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

35. 2025070381 (TH)

Date Complaint Opened: 12/02/2025

First Licensed: 03/03/2006

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent; however, the Respondent failed to provide the registration documentation. On January 23, 2026, a drive-by of the Respondent's location was conducted. The inspector determined the dealership is no longer in operation, and that the location is now an unrelated financing company. The inspector submitted an "Out of Business" request on February 4, 2026. The Complainant was provided with the Respondent's surety bond information. As such, Counsel recommends closing and flagging this complaint. Furthermore, Counsel recommends referring this matter to the Department of Revenue to aid the

Complainant with registering their vehicle.

Recommendation: Close and flag, and refer to the Department of Revenue.

Commission Decision: Concur.

36. 2025070451 (TH)

2026007451

Date Complaint Opened: 12/02/2025, 02/01/2026

First Licensed: 07/07/2005

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

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

2025070451:

The Complainant purchased a vehicle from the Respondent and alleges that within three (3) days of purchase, the vehicle "experienced a fuel system failure and required a gas tank replacement." The complaint asserts the "immediate failures show the vehicle was not inspected, was unsafe, and was not in merchantable condition at the time of sale." The Complainant alleges they entered into a written agreement with someone "who works closely with the dealership" for their vehicle to be traded after the first payment was completed.

The Respondent denies that there was a written agreement and states that the individual referenced is not an employee or authorized agent of the dealership. The

response advises the vehicle was purchased "As-Is." Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2026007451:

The Complainant purchased a vehicle from the Respondent on December 16, 2025. The complaint alleges the Respondent failed to pay off their trade-in vehicle within thirty (30) days of funding. The complaint advises that the deal was fully funded on December 30, 2025. Further, the Complainant alleges the Respondent misrepresented the vehicle's recall status.

The Respondent states the delay in paying off the trade-in was due to missing necessary signatures from the Complainant's co-signer. The response explains that the paperwork was mailed on December 23, 2025, but a response was not received until "several weeks later." The Respondent states they cannot finalize a deal or process a payoff check until all the paperwork is completed. The Respondent advises that the lien payoff check was mailed on January 29, 2026, and within thirty (30) days of funding. As for the recall status, the response states that the Complainant and co-signer signed disclosure documents acknowledging no open safety recalls shown on NHTSA.gov at the time of sale.

Based on the information provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

37. 2025075341 (TH)

Date Complaint Opened: 12/22/2025

First Licensed: 09/16/2019

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges the vehicle had numerous safety issues undisclosed at the time of sale. The Complainant is requesting the dissolution of the contractual agreement reached by the two (2) parties. However, contract disputes are outside the jurisdiction of the Commission. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

38. 2025075931 (TH)

Date Complaint Opened: 12/24/2025

First Licensed: 01/06/2010

Expiration: 11/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent. The Complainant alleges that within three (3) months of purchase, the vehicle began to have "major mechanical issues." The Complainant explained they paid the Respondent over Seven Thousand Dollars ($7,000.00) for repairs. The Complainant requested the Respondent to provide a refund for the cost of repairs. However, the Respondent denied the refund request

and explained that the vehicle was purchased "As-Is." The Respondent provided the signed "As-Is" paperwork. As such, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

39. 2025076621 (TH)

Date Complaint Opened: 12/29/2025

First Licensed: 11/10/2020

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent on July 28, 2025. The complaint states that the Respondent failed to deliver the title and registration in a timely manner. The Respondent advises that the issue was resolved and explained that due to an administrative error during the bonded title process, the vehicle title was not issued as promptly as expected. The Respondent further explained that once the issue was identified, the Respondent worked directly with the Tennessee Department of Revenue to correct the matter. As a result, according to the Respondent, the State of Tennessee issued the title in the Complainant's name on January 6, 2026. Based on the information provided, Counsel recommends closing this complaint with a Letter of Warning reminding the Respondent to timely issue registration documentation to customers.

<u>Recommendation</u>: Letter of Warning.

<u>Commission Decision</u>: Concur.

40. 2026000111 (TH)

Date Complaint Opened: 01/02/2026

First Licensed: 07/26/2019

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant engaged in the process of purchasing a vehicle from the Respondent. The complaint alleges that the "purchaser signature appearing on this Buyer's Order does not match [the Complainant's] signature, and [the Complainant] do[es] not recall signing this document." The Complainant disputes the authenticity of the signature on the paperwork with the Respondent. The Respondent denies the allegations. The Respondent asserts that the Complainant signed all paperwork and that no fraudulent activity occurred.

Based on the aforementioned information, Counsel recommends referring this matter to Law Enforcement for further investigation into the forgery allegations.

<u>Recommendation</u>: Close and refer to Law Enforcement.

<u>Commission Decision</u>: Concur.

41. 2025063111 (TH)

2026009671

2026011651

Date Complaint Opened: 10/24/2025, 02/09/2026, 02/19/2026

First Licensed: 06/22/2012

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with $250 civil penalty for engaging in false, fraudulent, or deceptive practice(s). 2023 – One complaint closed with $1,250 civil penalty for false, fraudulent, and deceptive advertising and prices.

2025063111:

The Complainant purchased a vehicle from the Respondent. The complaint alleges that Respondent sold them an "unsafe" vehicle due to the Respondent "overfilling" the oil in the vehicle. The Complainant advises that approximately four (4) months after the purchase began, the Complainant began to have issues due to overfilled oil.

The Respondent denies the allegations and asserts that there was no "overfilling" of oil at the time of sale. The Respondent states that if they had overfilled the unit with oil, the vehicle system would have notified them, and the vehicle would have had noticeable issues at the time of sale.

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

Recommendation: Close.

Commission Decision: Concur.

2026009671:

The Complainant purchased a vehicle from the Respondent and alleges that the Respondent withheld their permanent plate due to Complainant's failure to pay. The Complainant alleges the Respondent used the permanent plate to "pressure" payment.

The Respondent denies the allegations and advises that the permanent tag was provided to the Complainant. The response explains that while the Complainant was informed of their overdue payment, the tag was not withheld to obtain payment.

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

Recommendation: Letter of Instruction.

Commission Decision: Concur.

2026011651:

The Complainant purchased a vehicle from the Respondent and alleges the vehicle had numerous safety issues undisclosed at the time of sale. The Complainant is requesting the dissolution of the contractual agreement reached by the two (2) parties. However, contract disputes are outside the jurisdiction of the Commission. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

42. 2025071791 (TH)

Date Complaint Opened: 12/06/2025

First Licensed: 09/30/2009

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

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

The Complainant purchased a vehicle from the Respondent. This complaint is based on allegations of the Respondent violating Lemon Law. Specifically, the Complainant contends that the vehicle required extensive repairs shortly after purchase. The Complainant alleges that despite being provided with a rental vehicle by the Respondent, the rental vehicle was not road safe. Further, the Complainant asserts the Respondent improperly assessed late penalties on the Complainant's vehicle payments.

The Respondent denies the allegations. The Respondent acknowledges that the vehicle needed repairs after purchase, but asserts that they provided the Complainant with an adequate loaner vehicle. Further, Respondent explained that the late penalties were agreed upon in their contract with the Complainant.

Based on the information provided, Counsel recommends closure as there is no evidence to support a violation of the Commission's regulations. However, due to the allegations of Lemon Law violation, Counsel also recommends referring the matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office for further investigation.

<u>Recommendation</u>: Close and refer to the Department of Consumer Affairs.

<u>Commission Decision</u>: Concur.

43. 2025073851 (TH)

Date Complaint Opened: 12/16/2025

First Licensed: 09/01/1991

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and failed to receive their registration documentation. However, an investigator has confirmed that the Respondent is no longer in business. Accordingly, Counsel recommends closing and flagging this report, as well as referring the matter to the Department of Revenue to aid the Complainant in registering their vehicle.

Recommendation: Close and flag, and refer to Department of Revenue.

Commission Decision: Concur.

44. 2025075891 (TH)

Date Complaint Opened: 12/23/2025

First Licensed: 05/29/2014

Expiration: 03/31/2026 check before meeting

License Type: Motor Vehicle Dealer

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

The Complainant purchased a vehicle from the Respondent. The complaint is based on a contractual dispute regarding the downpayment for the vehicle. As contract disputes are outside the jurisdiction of the Commission, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

45. 2025076641 (TH)

2026000121

2026000321

2026002911

2026020671

2026020781

2026020801

2026020831

Date Complaint Opened: 12/29/2025 – 03/26/2026

First Licensed: 07/05/2022

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Multiple complaints were filed against the Respondent for failure to provide the title and complete trade-in payoffs in a timely manner. Each Complainant was provided with the surety bond information.

The owner advises that they were involved in a serious car accident, which rendered them unable to participate in the business. The Respondent states that their employees failed to maintain business operations while the owner was incapacitated. The Respondent explains they are working with someone to attempt to resolve all the complaints.

Based on the information provided, Counsel recommends issuing a Consent Order allowing the Respondent sixty (60) days from the date of execution to resolve each of the Complainant's issues. However, if the Respondent fails to provide the title, Counsel is recommending that the Commission assess a Twelve Thousand Dollar ($12,000.00) civil penalty.

<u>Recommendation</u>: Authorize allowing the Respondent sixty (60) days from the date of execution to resolve each of the Complainant's issues. However, if the Respondent fails to provide the title, Counsel is recommending that the Commission assess a Twelve Thousand Dollar ($12,000.00) civil penalty.

<u>Commission Decision</u>: Concur.

46. 2026003421 (TH)

Date Complaint Opened: 01/15/2026

First Licensed: 12/12/2022

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges that they did not receive their registration documentation from the Respondent. The Respondent denies the allegations and states they provided the Complainant with the documents on January 14, 2026, and that the Complainant signed their log stating they received the tag and registration. Based on the information provided, there is no evidence of a violation of the Commission's regulations. Accordingly, Counsel is recommending closure, as well as referring the matter to the Department of Revenue to aid Complainant in registering their vehicle.

<u>Recommendation</u>: Close and refer to the Department of Revenue.

<u>Commission Decision</u>: Concur.

47. 2025071011 (TH)

2026014431

Date Complaint Opened: 12/03/2025, 03/02/2023

First Licensed: 05/11/2007

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

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

2025071011:

The Complainant purchased a vehicle from the Respondent and alleges that shortly after purchase, the vehicle had mechanical issues. However, the Respondent explains that the vehicle had 104,000 miles at the time of purchase, and was purchased "As-Is." Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

2026014431:

The Complainant purchased a vehicle from the Respondent and alleges that shortly after purchase, the vehicle had mechanical issues. The Respondent explains that they advised that the warranty work must be completed by an authorized dealership. The Respondent states they have acted in good faith to aid the Complainant while following manufacturer warranty guidelines. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

48. 2025076451 (TH)

Date Complaint Opened: 12/23/2025

First Licensed: 08/20/2010

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges that the Respondent recorded the incorrect odometer mileage. Specifically, the Complainant states that while the paperwork should have recorded two hundred and eighteen (218) miles, it incorrectly listed twenty-four (24) miles. However, the Complainant has since requested to withdraw their complaint, stating that the Respondent promptly resolved the issue. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

49. 2026001741 (TH)

Date Complaint Opened: 01/09/2026

First Licensed: 08/15/2024

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from Respondent and alleges that two (2) days after purchase, the vehicle stopped working due to transmission issues. In response, the Respondent explained the vehicle was "purchased, inspected and test driven before putting it up for sale and no issue with the transmission [were] found." The Respondent advises that they offer extended warranties and make customers aware of the "As-Is" form being signed during purchase. The Respondent states they were unaware of any issues with the vehicle at the time of sale and are willing to "provide labor at no charge to install a transmission if purchased and delivered." The Respondent provided the "As-Is" signed paperwork. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

50. 2026001861 (TH)

Date Complaint Opened: 01/09/2026

First Licensed: 12/01/2022

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant alleges the Respondent acted deceptively. However, the allegations in the complaint are based on a contractual dispute, which is outside the jurisdiction of the Commission. Therefore, Counsel recommends closure.

Recommendation: Close.

<u>Commission Decision</u>: Concur.

51. 2026004351 (TH)

Date Complaint Opened: 01/16/2026

First Licensed: 09/01/1991

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

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

The Complainant alleges that the Respondent misrepresented a vehicle as new. The Complainant states that after purchasing a vehicle from the Respondent's dealership, they discovered paperwork inside the vehicle referencing a previous customer transaction. The Respondent states that while a previous customer transaction was initiated, the deal was never fully funded, titled, or subject to a final sale. The Respondent states they offered to purchase the vehicle back from the Complainant for the full amount paid and entered into an agreement. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

52. 2026006101 (TH)

Date Complaint Opened: 01/25/2026

First Licensed: 09/01/1991

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a letter of warning for failure to provide the vehicle title in a timely manner.

The Complainant alleges the Respondent behaved deceptively and sold them a faulty vehicle. However, in their response, the Respondent advises that an agreement was reached and that the Complainant was refunded and the vehicle would be returned to the dealership. Accordingly, based on the information provided, Counsel recommends closing this complaint with a Letter of Instruction regarding Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).

Recommendation: Letter of Instruction.

Commission Decision: Concur.

53. 2026006781 (TH)

Date Complaint Opened: 01/28/2026

First Licensed: 01/22/2025

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges the vehicle was defective. The Respondent repaired the vehicle's heating system; however, the Complainant contends that the vehicle's transmission was faulty. The Respondent advises that the Complainant completed a test drive of the vehicle prior to purchase and declined obtaining a third-party warranty. Further, the Respondent explained that the Complainant purchased the vehicle "As-Is," and signed an Odometer Disclosure form as well. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

54. 2025075561 (TH)

Date Complaint Opened: 12/23/2025

First Licensed: 05/29/2015

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent. The Complainant accused the Respondent of odometer tampering. Accordingly, Counsel recommends closing and referring this matter to CID for further investigation into odometer tampering.

Furthermore, all attempts to contact the Respondent came back as undeliverable. Accordingly, Counsel is also recommending sending an investigator to Respondent's location to determine if they are open and operating. Further, if the dealership is still open, Counsel will instruct the investigator to get updated contact information.

Recommendation: Close and refer to CID. Further, Counsel recommends sending an investigator to Respondent's location.

Commission Decision: Concur.

55. 2025077161 (TH)

Date Complaint Opened: 12/31/2025

First Licensed: 09/09/2020

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a $250 agreed citation for advertising violation. 2023 – One complaint closed with a $500 civil penalty for failure to reasonably supervise an agent or employee.

The Complainant purchased a vehicle from the Respondent on October 4, 2025, and alleges that the dealership did not disclose that the vehicle had a branded title. The Complainant explains they learned of the branding via Carfax documentation. The Respondent states that all issues were addressed and resolved with the Complainant. Further, the Respondent asserts there is no history establishing that the vehicle has a branded title. The Respondent provided the corresponding paperwork. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

56. 2026000441 (TH)

Date Complaint Opened: 01/05/2026

First Licensed: 04/11/1994

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a letter of warning for false, misleading, or deceptive practice(s).

The Complainant purchased a vehicle from the Respondent. The complaint alleges the Respondent failed to provide the title within two (2) months of purchase.

The Respondent explains that the vehicle has not been fully paid off by the Complainant and, as such, the title will go to the lienholder. The Respondent advises that the title work was completed within one hundred (120) days of purchase. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

57. 2026007331 (TH)

Date Complaint Opened: 01/31/2026

First Licensed: 01/11/2013

Expiration: 11/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent on October 7, 2025, and alleges the Respondent failed to timely provide registration documentation. The Complainant states they were provided with two (2) temporary tags.

In response, the Respondent explained that the vehicle's permanent tag is available for pick-up at the dealership. The Respondent states they have attempted to contact the Complainant numerous times since obtaining the registration, but have not received a response. The Respondent provided a copy of the registration, which included an issued date of December 16, 2025. Based on the information provided, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

58. 2026000951 (TH)

Date Complaint Opened: 01/07/2026

First Licensed: 01/03/2024

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a letter of instruction for advertising violation.

The Complainant states that after bringing their vehicle to the Respondent's dealership for a recall service, the vehicle began to display an EVAP leak code. The Complainant explains the issue only arose after the vehicle was with the Respondent and alleges that the Respondent failed to remedy the issue.

The Respondent advises that the recalls were completed per the manufacturer's guidelines. The response explains that the Complainant returned with a concern of a check engine light, and after performing a complimentary scan of the vehicle, a technician found and noted an active code for Air Flap System Failure. The Respondent states that the code is not related to either the starter solenoid or auxiliary canister replaced during the recalls. The Respondent expressed willingness to run "to accommodate [the] customer with a free scan to verify all current and pending codes and work with [the Complainant] to plan a repair path to address the vehicle needs."

Based on the information provided, there is no evidence of a violation of the Commission's regulations. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Tennessee Attorney General's Office.

<u>Recommendation</u>: Close and refer to the Department of Consumer Affairs

Commission Decision: Concur.

59. 2026005561 (TH)

Date Complaint Opened: 01/22/2026

First Licensed: 05/25/2011

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent on November 25, 2025, and alleges that the Respondent failed to timely provide registration. However, in response to the complaint the Respondent advises that the vehicle has been registered in the Complainant's name. Based on the information provided, it appears the Respondent registered the Complainant's vehicle within the one hundred and twenty (120) day required timeframe. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

60. 2026008091 (TH)

Date Complaint Opened: 02/04/2026

First Licensed: 04/06/2017

Expiration: 03/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with a $1,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s).

The Complainant purchased a vehicle from the Respondent on December 7, 2024. The complaint alleges that the Respondent sold them a vehicle with undisclosed prior damage and misrepresented the vehicle's condition at the time of sale. The Respondent explains they only sell vehicles "As-Is," and do not provide warranties. Furthermore, the Respondent states the Complainant did not raise concerns until approximately driving thirty thousand (30,000) miles and explains that they do not provide any repairs to the vehicle prior to or after the sale. The Respondent states that customers are provided with the opportunity to have their vehicle inspected prior to purchase.

Based on the information provided, there is no evidence of a violation of the Commission's rules and regulations. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

61. 2026008311 (TH)

Date Complaint Opened: 02/05/2026

First Licensed: 01/09/2025

Expiration: 12/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges that the Respondent failed to provide registration in a timely manner. However, in response to the complaint, the Respondent advises that the vehicle has been registered in the Complainant's name. Based on the information provided, it appears the Respondent registered the Complainant's vehicle within the one hundred and twenty (120) day required timeframe. Accordingly, Counsel recommends closure.

Recommendation: Close.

<u>Commission Decision</u>: Concur.

62. 2026008721 (TH)

Date Complaint Opened: 02/07/2026

First Licensed: 03/03/2004

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant is an out-of-state purchaser who bought a motorcycle from the Respondent. The response alleges that the Respondent failed to timely provide the registration documentation or perfect the lien.

The Respondent states they have been working "diligently" with the Complainant to complete registration. The response explains that the Complainant "would not cooperate" with providing the state VIN inspection or the property tax receipt needed for registration in the Complainant's state. The Respondent alleges they later learned the Complainant's son had possession of the motorcycle in another state. However, the response advises that after working with the lienholder, the lien has been registered, and the Complainant has been provided the registration documentation and a check for the sales tax and fees. Accordingly, Counsel recommends closing this complaint with a Letter of Instruction reminding the Respondent to timely issue registration documents.

<u>Recommendation</u>: Letter of Instruction.

<u>Commission Decision</u>: Concur.

63. 2026001141 (TH)

Date Complaint Opened: 01/08/2026

First Licensed: 07/17/2023

Expiration: 07/31/2027

License Type: Recreational Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased an RV from the Respondent on October 31, 2025. The Complainant explains that the Respondent failed to provide their registration documentation. An investigation confirmed the Respondent is no longer in business and has been replaced by another dealership. Though the new dealership is not connected to the Respondent, they are aiding the Complainant in obtaining the title.

Given that the Respondent is no longer in business, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

64. 2026003991 (TH)

Date Complaint Opened: 01/16/2026

First Licensed: 04/25/2019

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant, an out-of-state customer, purchased a vehicle from the Respondent on November 28, 2025. The complaint alleges that the Respondent was untimely in providing registration documentation. In response, the Respondent states that the Indiana registration was issued on January 20, 2026, and mailed to the Complainant on January 23, 2026. The Respondent explains that for out-of-state customers, they

use a third-party company to complete the title work. Based on the aforementioned, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

65. 2026008691 (TH)

Date Complaint Opened: 02/06/2026

First Licensed: 07/12/2017

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant did not provide evidence to substantiate their allegations or a violation of the Commission's regulations on behalf of the Respondent. Accordingly, Counsel is recommending closure.

Recommendation: Close.

Commission Decision: Concur.

66. 2026018271 (TH)

Date Complaint Opened: 03/16/2026

First Licensed: 02/08/2023

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

An annual inspection on December 10, 2025, determined that this dealership was simultaneously operating as a cosmetology shop. Subsequently, a Notice of Non-Compliance was personally served to the licensee on February 2, 2026. The Notice provided the Respondent with thirty (30) days to come into compliance with Tenn. Comp. R. & Regs. 0960-01-.21 (Motor Vehicle or Recreational Dealer Facilities), which requires dealerships to be physically separate and apart from any other businesses. However, on March 5, 2026, an inspector went to the Respondent's location and observed both businesses still operating in violation of Tenn. Comp. R. & Regs. 0960-01-.21. On March 6, 2026, the inspector returned to the dealership, at which point the Respondent expressed they would be resolving the issue. However, no further communication has been received. Therefore, this complaint was administratively opened on March 18, 2026. Counsel recommends seeking Voluntary Surrender of the Respondent's license.

<u>Recommendation</u>: Authorize seeking Voluntary Surrender of the Respondent's license.

<u>Commission Decision</u>: Concur.

67. 2026004011 (TH)

Date Complaint Opened: 01/16/2026

First Licensed: 06/04/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant states that when they purchased a vehicle from the Respondent, an employee of the dealership expressed that the vehicle had a sixty (60) day "bumper to bumper warranty. The Complainant explains that within sixty (60) days of purchase, they contacted the Respondent to inquire if the warranty covered work completed

outside of the dealership; however, at that point, the Complainant states they were informed the vehicle had no warranty. The Respondent asserts that the Complainant was not provided a warranty on the vehicle and signed "As-Is" paperwork. The Respondent provided the Complainant with signed paperwork. Accordingly, Counsel recommends closure.

<u>Recommendation</u>: Close.

<u>Commission Decision</u>: Concur.

68. 2026005491 (TH)

Date Complaint Opened: 01/22/2026

First Licensed: 10/31/2023

Expiration: 10/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent. The complaint explains that they believe the dealership had closed prior to the Respondent providing the vehicle's registration documentation and permanent tag.

An investigator confirmed the Respondent is no longer operating. Accordingly, Counsel recommends closing and flagging this complaint.

<u>Recommendation</u>: Close and flag.

<u>Commission Decision</u>: Concur.

69. 2026007291 (TH)

Date Complaint Opened: 01/31/2026

First Licensed: 03/22/2012

Expiration: 02/29/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a $500 civil penalty for false, misleading, or deceptive advertising.

The Complainant purchased a vehicle from the Respondent and alleges that they felt required to purchase gap insurance. The complaint explains that, after purchase, the Complainant requested cancellation of the gap insurance. Nevertheless, the Complainant contends that the Respondent failed to issue the requested refund.

The Respondent denies the allegations. The response explains that a request for cancellation was received on January 5, 2026, and the refund was issued to the Complainant on January 26, 2026. The Respondent states that once the refund was received from the insurance company, it was provided to the Complainant. The Respondent provided the corresponding paperwork. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

70. 2025074891 (EC)

Date Complaint Opened: 12/18/2025

First Licensed: 09/30/2022

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – 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 10/25/25 from Respondent, a used car dealer. Complainant financed the vehicle and made a $2,000 down payment. Complainant alleges Respondent demands that they pay an additional $1,000 due to a discrepancy in the down payment amount and is allegedly withholding their registration until they pay.

Respondent claims Complainant has purchased vehicles from their dealership in the past, and they did not have the full down payment at the time of purchase, so they made an exception for them. Respondent allowed Complainant to take possession of the vehicle under the condition they pay the rest of the down payment right away. Respondent extended a promissory note as a courtesy and provided a copy of this, as well as the deal file. Respondent states this is not normal business practice but was a favor to the loyal customer. Respondent had tried calling Complainant to come pick up the registration, but Complainant would not call them back or come to the dealership. There is no proof that Respondent has refused to provide the registration. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

71. 2025073271 (EC)

Date Complaint Opened: 12/12/2025

First Licensed: 07/11/2012

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on or around 6/16/25 from Respondent, a used car dealer. Complainant alleges Respondent never had a title to this vehicle. Complainant alleges they were pulled over for driving with temporary tags more than six months after they had purchased the vehicle.

Respondent denies these allegations and states they have had the title in their possession since 5/30/25, which Complainant never came to pick up. Respondent provided a copy of the title and Bill of Sale. However, Respondent issued three temporary tags to the vehicle. Complainant voluntarily turned in the vehicle on 12/15/25, and the loan account was closed and charged off. Counsel recommends issuing a $1,000 civil penalty for issuing three temporary tags.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for issuing too many temporary tags

<u>Commission Decision</u>: Concur.

72. 2025068461 (EC)

2026007051

Date Complaint Opened: 11/18/2025, 01/29/2026

First Licensed: 08/06/2001

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with a letter of warning for selling vehicles with known safety issues. 2021 – three complaints closed with a letter of warning for late delivery of titles. 2026 – One complaint closed with a $2,500 civil penalty for late delivery of title.

2025068461

Complainant purchased a used vehicle on or around 6/25/25 from Respondent, a used car dealer. Complainant alleges the vehicle is undrivable due to Respondent's negligence in failing to make certain repairs, which caused brake failure. Additionally, Complainant alleges Respondent has failed to provide them with the registration and has given them at least three temporary tags.

Respondent has failed to respond to this complaint despite receiving an email and letters sent via regular and certified mail. The certified mail was delivered on 1/14/26. It appears Respondent did provide some information to Consumer Affairs regarding this complaint, but never responded to the Commission. Counsel called the dealership on 1/30/26 and spoke with the general manager, who stated they would respond to this complaint, but Respondent never followed up. Based on the vehicle's records, it appears that Respondent registered the vehicle around 10/29/25. Counsel recommends issuing a $1,000 civil penalty for failure to respond to the Commission within 30 days, plus a $1,000 civil penalty for issuing three temporary tags, for a total civil penalty of $2,000.

Recommendation: Authorize a $2,000 civil penalty for failure to respond and issuing too many temporary tags

Commission Decision: Concur.

2026007051

Complainant purchased a used vehicle on 1/21/21 from Respondent, a used car dealer. Complainant alleges Respondent failed to provide accurate, transparent disclosures at the time of the sale regarding the vehicle's price, the amount financed, dealer-added charges, and claims Respondent structured the transaction in a manner that misrepresented the true cost of the vehicle and financing.

Respondent is unsure why the complaint was filed because the documents provided by

Complainant, including the Retail Installment Contract, clearly show the selling price, the doc fee, which is properly disclosed on their website, the extended service contract cost, the license and registration fees, and the interest rate, which is dictated by the lender. Respondent also informed Complainant that they were available to go over everything related to the sale if Complainant wanted to call them.

Counsel reviewed all of the documentation provided by Complainant and found no evidence that Respondent violated any rules or statutes under the Commission's jurisdiction. It appears that Complainant's allegations are related to a contractual dispute for this sale that took place over 5 years ago. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

73. 2025071201 (EC)

Date Complaint Opened: 12/04/2025

First Licensed: 08/06/2019

Expiration: 07/31/2027 - CLOSED

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a $250 civil penalty for engaging in false, fraudulent, or deceptive practice(s). 2025 – One complaint closed with a $1,000 civil penalty for false, misleading, or deceptive advertising.

Complainant purchased a used vehicle on 2/22/25 from Respondent, a used car dealer. Complainant alleges the vehicle experienced major mechanical issues within days of the purchase and needs an estimated $10,000 worth of repairs. Complainant alleges that Respondent failed to disclose these issues.

Respondent sold the vehicle to Complainant as-is, but Complainant did purchase a third-party warranty through the lender because of the high-risk nature of the loan and the age/mileage of the vehicle. Respondent attempted to assist in the repairs at first, but after they realized the catalytic converter was the main problem, they suggested Complainant go through their warranty company because the repairs were outside Respondent's capabilities. Respondent closed their dealership around 9/30/25 due to the slow economy and serious health issues. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

74. 2026009651 (EC)

Date Complaint Opened: 02/11/2026

First Licensed: 08/06/2019

Expiration: 07/31/2027 - CLOSED

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with $250 civil penalty for engaging in false, fraudulent, or deceptive practice(s). 2025 – One complaint closed with a $1,000 civil penalty for false, misleading, or deceptive advertising.

Complainant purchased a used vehicle on 4/10/25 from Respondent, a used car dealer. Complainant filed a civil action against Respondent in General Sessions Court, and a default judgment was entered in Complainant's favor for almost $12,000. Complainant requested the surety bond information for Respondent, which was provided to them by the Commission. Respondent closed their dealership around 9/30/25 due to the slow economy and serious health issues. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

75. 2025072581 (EC)

Date Complaint Opened: 12/10/2025

First Licensed: 08/04/2017

Expiration: 06/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 8/29/25 from Respondent, a franchise dealer. Complainant lives in Mississippi and claims they cannot register the vehicle because Respondent has not provided the title as of 12/10/25.

Respondent purchased the vehicle from an auction in July of 2025, and the auction was coordinating with another auction to obtain a duplicate title. Respondent received the duplicate title on 12/17/25, and after it was processed with their out-of-state titling service provider, it was sent to the Mississippi county clerk on 12/24/25. Complainant must appear in person at the clerk's office to complete the registration process. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

76. 2025073461 (EC)

Date Complaint Opened: 12/15/2025

First Licensed: 08/04/2017

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 12/18/23 from Respondent, a used car dealer. Complainant alleges the vehicle was at the dealership for repairs and "other business dealings" on 10/1/25 when a collision occurred on the dealership's lot where the vehicle was parked. Complainant alleges Respondent did not promptly disclose the accident to them and misrepresented material facts about the accident, claiming it was a hit-and-run with no identifiable responsible party. Complainant alleges Respondent executed a General Release of Liability with a third party, failed to accurately identify their vehicle, negotiated compensation without authority, and transferred the certificate of title to a third party. Complainant alleges Respondent retroactively claimed storage fees without any written agreement.

Respondent denies the allegations and explains that Complainant wanted to sell this vehicle at auction but was not happy with the price it would sell for. Complainant abandoned the vehicle at Respondent's dealership from February through September of 2025. Respondent made several calls to Complainant to pick up the vehicle, or they would start charging storage fees, but Complainant never responded. A truck ran off the road and into the lot of the dealership on 10/1/25 and damaged ten vehicles. The driver fled the scene, and Respondent called the police to report the accident. Respondent called Complainant about the accident and Complainant willingly dropped off the title to their vehicle at the owner's residential mailbox. Respondent explained they were going to try to settle the matter with the truck driver after identifying him and Complainant gave Respondent permission to do so. Respondent obtained a blanket settlement from the driver for $15,000 for all ten vehicles, which equaled an average of $1,500 per vehicle. This matter is better suited for civil court, and there is no evidence that Respondent committed any violations that would fall under the Commission's jurisdiction. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

77. 2025074161 (EC)

Date Complaint Opened: 12/16/2025

First Licensed: 03/04/2002

Expiration: 02/28/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant specializes in transportation services for new and used cars, and Respondent is a used car dealer. Complainant alleges they transported two cars for Respondent on 12/8/25, and they were unable to collect the amount owed for these services.

The owner of Respondent's dealership is out of the country, therefore they have no access to the business's ability to use money transfer services. Respondent informs Complainant to come to the dealership during business hours to collect the payment. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

78. 2026000131 (EC)

Date Complaint Opened: 01/02/2026

First Licensed: 09/17/2024

Expiration: 08/31/2026 - CLOSED

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint issued a $1,500 civil penalty for failure to provide a vehicle title in a timely manner.

Complainant purchased a used vehicle on 11/7/25 from Respondent, a used car dealer. Complainant alleges the vehicle had transmission issues and Respondent agreed to make the repairs or provide a refund. Complainant claims Respondent has failed to be consistent in communications and has failed to show up at scheduled meeting times, and they do not know where their vehicle is or how to get in touch with Respondent to resolve this issue.

Respondent's license was cancelled on 7/23/25. An investigation was conducted to determine if Respondent has been operating the dealership since their license was cancelled. Respondent spoke to the investigator over the phone regarding a separate complaint, which led to the Respondent signing a Consent Order and paying a $1,000 civil penalty. Respondent confirmed the vehicle at issue in this complaint was their last operable vehicle left in their inventory and admits to selling it, but vehemently denied selling any other vehicles after the dealership closed. Counsel recommends closing and flagging this complaint.

<u>Recommendation</u>: Close and flag

<u>Commission Decision</u>: Concur.

79. 2025067171 (EC)

Date Complaint Opened: 11/12/2025

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they purchased a used vehicle for $4,000 from an individual who claimed to be representing the Respondent, but they never received the vehicle or got a refund. Respondent is an unlicensed LLC that appears to rent vehicles to consumers in Tennessee. Complainant states they have contacted the Memphis Police and did an interview with Fox 13 News.

An investigation was conducted and revealed that the individual who sold the vehicle had been arrested in early 2025 for odometer fraud prior to being recently arrested for crimes associated with the sale of the vehicle at issue. A news story linked the individual with the owner of another licensed dealership, who was also arrested with the individual. The owner and registered agent of Respondent's business is clearly advertising vehicles for rent online, but it appears they may also be advertising vehicles for sale. Complainant told the investigator that they gave the individual money for a vehicle that they were going to buy from an auction, but the individual never showed up with that vehicle or provided a refund. The investigator went to Respondent's business location and did not find any vehicles advertised for sale. The owner of Respondent's business called the investigator and told them that they only rent vehicles and do not sell vehicles. Respondent explains that they have a wholesale license in Mississippi, and they buy cars from auctions and rent them to consumers. Respondent claimed that the individual who sold the vehicle to Complainant does not work for them and is not affiliated with the business. Respondent does not understand why this complaint is pointed at their business because they were not involved in the sale, and the receipt for the sale has the individual's name, not Respondent's name. Respondent is not associated with the charges or arrest of the individual, which occurred as a result of this sale. Despite the lack of evidence that Respondent is directly linked to the sale at issue, Counsel recommends issuing a Letter of Warning to Respondent regarding their posts on Facebook advertising vehicles for sale.

Recommendation: Letter of Warning for advertising vehicles for sale on social media

Commission Decision: Concur.

80. 2025064491 (EC)

Date Complaint Opened: 11/01/2025

First Licensed: 12/04/2000

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with a $250 civil penalty for failure to respond to a complaint.

Complainant purchased a used vehicle on or around 10/17/23 from Respondent, a used car dealer. Complainant alleges they never received the title and claims the vehicle was registered to someone else.

Respondent states that Carmax could not provide the title to the vehicle, and they had to get a duplicate title. Respondent confirmed the vehicle was registered on 11/17/25. Respondent issued three temporary tags during the two-year delay. Respondent claims they tried to call Complainant to offer to rescind the deal, but couldn't get a hold of them. This is in direct conflict with Complainant's statements that they had been trying to contact Respondent to resolve this issue. Counsel recommends issuing a $2,500 civil penalty for a two-year delay in providing title and registration, plus a $1,000 civil penalty for issuing three temporary tags, for a total civil penalty of $3,500.

<u>Recommendation</u>: Authorize a $3,500 civil penalty for delay in providing title and registration and issuing too many temporary tags

<u>Commission Decision</u>: Concur.

81. 2025065981 (EC)

Date Complaint Opened: 11/07/2025

First Licensed: 04/12/2016

Expiration: 03/31/2028

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 on or around 7/29/25 from Respondent, a used car dealer. Complainant alleges they have not received their registration as of 11/7/25.

Respondent provided proof that the registration was filed and received on 11/13/25. Respondent completed registration within a reasonable amount of time, therefore Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

82. 2025066551 (EC)

2025069911

Date Complaint Opened: 11/11/2025, 11/26/2025

First Licensed: 11/12/2020

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s). 2025 – One complaint closed with a letter of warning for failure to pay off a trade-in vehicle within 30 days of receiving funding.

<u>2025066551</u>

Complainant's 19-year-old son purchased a used vehicle on or around 9/3/25 from

Respondent, a franchise dealer. Complainant alleges the vehicle's front air suspension/hydraulics suddenly deflated while going 70 mph on the interstate, causing a safety hazard within 2 weeks of purchase. Respondent took possession of the vehicle on 9/29/25, stating they would diagnose and seek a repair solution, provide a loaner, and then pay for a rental, but left the one-time rental insurance cost of $75 to be paid for by Complainant's son. Complainant states the vehicle was given back still exhibiting issues and was told it would be three months before there would be a solution. Additionally, Complainant alleges Respondent did not fully pay off the trade-in vehicle because $800 remains due to the payoff shortage.

Respondent states the vehicle was purchased as-is with no manufacturer's warranty, and all standard disclosures were properly executed and acknowledged. Respondent still acted in good faith to assist the customer after the reported issue and offered to split the repair costs. Respondent also attempted to trade the customer into another vehicle, but the financing terms prevented the sale. Respondent is fully committed to reviewing any remaining balance on the trade-in vehicle but states they submitted the payoff in full based on the information they were provided at the time of sale. Respondent has not been notified by the lender of the $800 balance, but will work with the lender to address the issue. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025069911

Complainant purchased a used vehicle on 6/12/25 from Respondent, a franchise dealer. Complainant alleges the vehicle had a "death wobble" within six days of purchase and was in the repair shop despite having only 17,000 miles. Complainant states that the warranty repaired and replaced parts, but it did not fix the issue. Respondent then recommended removing the 2" spacers on each wheel, which they did, but it did not correct the issue. Complainant alleges a Service Advisor told them there was a written recommendation from the dealership to replace the wheels and tires before the vehicle was sold.

The certified mail requesting a response was delivered to Respondent on 1/22/26. Counsel personally emailed the General Manager on 1/30/26 and emailed another employee on 3/4/26 after calling the dealership and asking who we needed to send this to in order to obtain a response. Respondent failed to respond. Counsel then emailed the head of the automotive group that owns the dealership on 3/26/26 and obtained a response on 4/2/26. Respondent notes the vehicle was inspected prior to the sale, and no mechanical issues were identified, but the aftermarket wheels were noted as being severely curbed around the edges. Soon after the sale, the Complainant reported heavy shaking when hitting bumps at 40+ mph. Technicians found excessive play in the inner and outer drag links and steering link, and these components were replaced under the customer's extended warranty, and Respondent's service department covered the $100 deductible. Five months later, the Complainant returned due to front-end shaking over bumps. Wheel spacers were discovered and removed, and the technicians recommended replacing the aftermarket wheels due to the width and offset contributing to the concern. No steering issues were found during this visit, and the Complainant left with the vehicle and has not returned since.

Respondent has engaged in extensive communications with Counsel and has offered serious counseling and training sessions to their dealerships' staff about their failure to respond. Respondent has further made major internal changes and is committed to these changes. Counsel recommends issuing a $1,000 civil penalty for failure to respond.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for failure to respond

<u>Commission Decision</u>: Concur.

83. 2025067261 (EC)

2026002501

Date Complaint Opened: 11/13/2025, 01/12/2026

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.

2025067261

Complainant leased a vehicle on 12/29/22 from Respondent, a franchise dealer. Complainant alleges they were told by two members of the sales team that the vehicle was 4-wheel drive, but it was not. Complainant claims this directly affected the safety and performance of the vehicle in inclement weather. Prior to this lease, Complainant claims they were sold a different electric vehicle that could only charge in the United Kingdom, so Respondent treated this transaction as a "trade-in at inflated MSRP with no correction for the misinformation." Complainant claims they slid into an electrical pole during snowfall, which was caused by the misunderstanding that the vehicle was a 4-wheel drive. Complainant alleges the vehicle had issues that caused it to hydroplane and slide in the rain, claiming a dealership technician slid into a ditch while driving it. Complainant alleges Respondent has failed to provide an appropriate resolution by not offering a replacement under their current lease term or a penalty-free release.

Respondent's service department performed a full diagnostic inspection of the vehicle in November of 2025, which identified no drivetrain, brake, traction, or safety-related defects. The vehicle operates within the manufacturer's design and specifications, and all diagnostic data has been shared with the manufacturer. Respondent was not willing to offer the resolution Complainant demands, but has offered to explore a voluntary trade-in with a new contract, new terms, and may include consideration for goodwill assistance. Respondent later followed up with Counsel and stated the dealership and manufacturer had reached a confidential settlement with Complainant that resolved the outstanding issues. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2026002501

Complainant purchased a used vehicle on 11/28/25 from Respondent, a franchise dealer. Complainant claims another franchise dealer informed them the vehicle needed $11,000 worth of repairs, including the replacement of the front rotors and the battery, which did not meet the "certified pre-owned" (CPO) standards. Complainant claims Respondent's sales manager was rude and told them they would not fix the issues. Complainant further claims Respondent falsified the inspection report for the vehicle.

Respondent states the vehicle was sold after being inspected and certified to be in full compliance with the manufacturer's CPO standards. Respondent provided the completed CPO inspection report to Complainant and argues that any inspection by another dealer at a later date does not invalidate the original CPO certification. Respondent agreed to replace the battery as a goodwill gesture, but denies the allegations in the complaint. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

84. 2025069261 (EC)

Date Complaint Opened: 11/20/2025

First Licensed: 02/23/2017

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

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

violation.

Complainant purchased a used vehicle on 9/3/24 from Respondent, a used car dealer. Complainant alleges Respondent told them they were waiting for the title from the auction. Respondent told Complainant they mailed the title to them. Complainant was incarcerated for a year, so Respondent was communicating with their fiancée about the issue. Complainant claims Respondent has offered to swap cars if they don't want to wait for a duplicate title.

Respondent states they understand Complainant's frustration about the title issue, and they have reached out to the auction about the delay in getting a duplicate title. Respondent also claims they sent the title, and Complainant must have lost it. Respondent issued five temporary tags to the vehicle. Respondent then took the vehicle back and provided another vehicle to Complainant. Counsel recommends issuing a $3,000 civil penalty for issuing five temporary tags, which is three more than allowed by the Department of Revenue.

<u>Recommendation</u>: Authorize a $3,000 civil penalty for issuing too many temporary tags

<u>Commission Decision</u>: Concur.

85. 2025068291 (EC)

Date Complaint Opened: 11/19/2025

First Licensed: 01/30/2014

Expiration: 12/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 9/30/25 from Respondent, a used car dealer. Complainant admits they saw Respondent's advertisement for the vehicle, which clearly disclosed that the vehicle had a rebuilt title. However, Complainant claims the salesperson stated it was a mistake and claimed the vehicle had a clean title. Complainant wants to keep the car and has asked Respondent to reduce the price by $5,000.

Respondent explains that when the vehicle was entered into their inventory, an employee failed to check the box that prompts the disclosure form to be printed out and included in the transaction paperwork. Respondent provides the ad showing it was clearly disclosed as a rebuilt vehicle and reiterates that Complainant admits that they saw that the vehicle had a rebuilt title in the advertisement. Respondent's employee does not recall making any statement about the vehicle having a clean title. Respondent further argues the vehicle was marketed and priced as a rebuilt vehicle and included the current book values of the vehicle's comparables in the local area to support their claim. Respondent offered an immediate apology once they knew about the issue, and also offered a full and complete refund, which is memorialized in a letter sent to Complainant three weeks before this complaint was filed. Respondent did not intend to misrepresent this vehicle and feels their offer is a fair resolution to the complaint. Due to this unique situation and the disclosure of the rebuilt title in the advertisement, as well as the offer of a full refund and rescission of the deal, Counsel recommends issuing a Letter of Warning for failing to use the proper Rebuilt disclosure form.

Recommendation: Letter of Warning for failure to use Rebuilt disclosure form

Commission Decision: Concur.

86. 2025067811 (EC)

Date Complaint Opened: 11/17/2025

First Licensed: 03/21/2018

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – Two complaints issued a consent order for a $10,000.00 civil penalty for false, misleading, or deceptive advertising.

Complainant purchased a used vehicle on 9/13/25 from Respondent, a franchise dealer. Complainant alleges they discovered heat-related damage on 10/22/25 and claims an insurance company believed the damage was pre-existing. Complainant bought a platinum warranty and didn't know the vehicle may not qualify for certain repairs due to existing damage. Complainant provided a document from an insurance company that includes typed notes that the damage may be pre-existing, and the insurance appears to deny coverage because of pre-existing damage. There is no paperwork from the warranty company to support Complainant's claims that the warranty wouldn't cover certain repairs.

Respondent explains that the warranty purchased by Complainant would only cover major mechanical failures and is a standard warranty. Respondent inspected the vehicle and reconditioned it prior to the sale and believes they would have seen the alleged damage. As a gesture of goodwill, Respondent offered to repurchase the vehicle for the exact amount Complainant paid, allowing Complainant to select a replacement vehicle from their current inventory. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

87. 2025067741 (EC)

Date Complaint Opened: 11/13/2025

First Licensed: 02/06/2008

Expiration: 10/31/2019 (Expired)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a licensed dealer who purchased a used vehicle for just under $25,000 on 6/15/21 from Respondent, a motor vehicle dealer and auction. Complainant alleges they discovered damage to the vehicle and turned it back over to Respondent. Complainant claims Respondent then had the vehicle advertised for sale on their website, but had not received reimbursement for the vehicle as expected. Respondent then allegedly told Complainant the vehicle had been stolen and declined to provide reimbursement.

Respondent auctioned this vehicle for another dealer, and the title was assigned to Complainant when they picked it up on 6/15/21. The risk of loss was also transferred to Complainant at that time. Complainant claims they returned the vehicle to Respondent, but Respondent denies taking possession on 6/23/21 as alleged. Respondent further disputes the facts as alleged by Complainant. A police report was filed, and Respondent cooperated. This appears to be a civil and contractual dispute, and Respondent has already obtained dismissal of a lawsuit filed by the Complainant. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

88. 2025070321 (EC)

Date Complaint Opened: 12/01/2025

First Licensed: 07/09/2014

Expiration: 05/31/2026 - CLOSED

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 8/21/25 from Respondent, a used car dealer. Complainant alleges the dealership has closed, and they have not received the title to the vehicle as of 12/1/25, despite having paid it off. Respondent issued one temporary tag to the vehicle.

Respondent states they removed their lien and sent the title to Complainant on or around 12/8/25. Complainant confirmed the title was received. Respondent confirmed the dealership closed on 9/15/25, and the dealership's account with EZ tag was deactivated, so they could not issue any more temporary tags. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

89. 2025069351 (EC)

Date Complaint Opened: 11/23/2025

First Licensed: 04/21/2025

Expiration: 03/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 7/1/25 from Respondent, a used car dealer. Complainant alleges they have not received their title and registration as of 11/23/25. Complainant provided text messages with Respondent, which mention this being a consignment sale. Respondent issued four temporary tags to the vehicle.

Respondent claimed they would have the title by 12/20/25, and if they did not, they would offer Complainant a full refund or trade credit if the vehicle was in the same

condition as it was at the time of sale. Respondent claims they were unable to reach Complainant to offer this information. Respondent then sent an update on 1/15/26 stating they made an agreement with the consumer and resolved the issue by rescinding the deal and providing a refund. Respondent provided a full refund and $958 in refunds for repairs made while Complainant had the vehicle. Typically, we would issue a civil penalty for the delay in providing title/registration, but because the Respondent rescinded the deal, Counsel does not recommend a civil penalty for the delay. Counsel recommends issuing a $1,000 civil penalty for failing to use the required consignment form, plus a $2,000 civil penalty for issuing four temporary tags (two more than allowed), for a total civil penalty of $3,000.

Recommendation: Authorize a $3,000 civil penalty for issuing too many temporary tags and failure to use a consignment form

Commission Decision: Concur.

90. 2025070211 (EC)

Date Complaint Opened: 11/28/2025

First Licensed: 06/05/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent, a franchise dealer, advertised a vehicle for sale for $23,988 and confirmed on the phone that this was the correct price before driving to the dealership. Complainant claims Respondent had the vehicle waiting for them when they arrived on 11/28/25, discussed what a great price it was a few more times, and then once they ran Complainant's credit, came back and stated the price was actually $41,988. Complainant states someone from the dealership called them after they left and said Complainant should have known the advertised price was a mistake. Complainant provided the advertisement from Respondent's own website, which supported their allegations.

Respondent states they experienced a data syndication issue involving their third-party inventory provider at the end of November 2025, which caused inaccurate MSRP values to be transmitted to their website for a limited number of new vehicle listings. The vehicle in question has an MSRP of $41,980, and once Respondent identified the issue, they immediately suppressed all affected units from their website while troubleshooting and verifying the accuracy of all inventory data. Respondent claimed they offered Complainant a purchase option that included an additional discount beyond their typical offer. Counsel believes Respondent had ample opportunity to verify the price when the Complainant called to check on it prior to coming to the dealership, when they prepared the vehicle for Complainant's arrival, and during the interactions with the salesperson leading up to the final sales transaction. Counsel recommends issuing a $500 civil penalty for an advertising violation.

<u>Recommendation</u>: Authorize a $500 civil penalty for advertising violation.

<u>Commission Decision</u>: Concur.

91. 2025060921 (EC)

2025064131

Date Complaint Opened: 10/14/2025

First Licensed: 01/18/2018

Expiration: 11/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s).

<u>2025060921</u>

Complainant purchased a used vehicle in March of 2024 from Respondent, a used car

dealer, and alleges they recently discovered it has a serious rust problem. Complainant then updated Counsel to let them know the General Manager reached out to them, and this issue has been resolved. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

<u>2025064131</u>

Complainant purchased a used vehicle on 7/23/25 from Respondent, a used car dealer, and alleges they had not received the title/registration as of 10/21/25. The vehicle was totaled in an accident on 8/26/25. Complainant cannot complete the insurance claim because Respondent never issued the title.

Respondent took the vehicle at issue in on a trade and found out there was a lien on it, and a lien release was eventually provided. Respondent's title clerk attempted to register the vehicle after the lien release and was told the previous title to the vehicle was from Kentucky, and it appeared to have been surrendered. Respondent contacted Complainant about this because only Complainant could discuss the issue with the clerk, and they began the process of getting a second lien release for a duplicate title. Registration was completed on 12/10/25. Respondent has reimbursed Complainant for their rental car and provided a loaner, which the Complainant can use until the insurance company has the title in their possession. Because Respondent provided assistance to the Complainant during the delay, and the vehicle was totaled during that time, Counsel recommends issuing a Letter of Warning for the delay in providing the title and registration.

<u>Recommendation</u>: Letter of Warning for delay in providing title and registration.

<u>Commission Decision</u>: Concur.

92. 2025069971 (EC)

Date Complaint Opened: 11/26/2025

First Licensed: 02/14/2007

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 6/7/25 from Respondent, a franchise dealer, and had not received their registration as of 11/26/25.

Respondent took the vehicle in on a trade around 5/10/25, and it had a lien which Respondent paid off on 5/12/25. Respondent received a lien release from the lender, but no title. Respondent had been working tirelessly with the lender, Ohio, Mississippi, and North Carolina, in order to get a title, which has been very difficult. Respondent further learned that Mississippi had issued a title with the wrong VIN. Respondent received the title on 12/17/25 from Ohio, and it was registered that same day. Based on the EZ tag data, it appears Respondent only issued one temporary tag to the vehicle during the delay; however, Complainant claimed they had received multiple temporary tags. When Counsel asked Respondent about this, they explained that they issued another temporary tag to the vehicle from another franchise dealership they own that was closer to Complainant, to make it easier for the Complainant. Typically, we would issue a civil penalty for the delay in providing title/registration, but because there are extenuating circumstances that caused the title issues, Counsel does not recommend a civil penalty for the delay. Counsel recommends issuing a $1,000 civil penalty for issuing one more temporary tag than allowed.

Recommendation: Authorize a $1,000 civil penalty for issuing too many temporary tags

Commission Decision: Concur.

93. 2025071001 (EC)

Date Complaint Opened: 12/03/2025

First Licensed: 10/03/2018

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed and referred to CID for potential odometer tampering.

Complainant purchased a used vehicle on 12/2/25 from Respondent, a used car dealer, and claims they did not receive anything showing the vehicle's history from the dealership at the time of sale. Complainant alleges they looked up the Carfax and saw that it had been involved in a "severe accident/damage: airbag deployed." Complainant further alleges they went back to the dealership to discuss this and were told they should have looked this up before the purchase. Complainant claims they received the Conditional Delivery Agreement but did not leave the dealership with the vehicle at that time. Complainant wants the contract voided, their $1,000 deposit returned, and wants the Commission to require dealerships to provide a vehicle history report with every sale.

Respondent states this vehicle was sold as-is, the title was clean, and a complimentary AutoCheck report was provided on their website. These vehicle history reports are available to every consumer prior to purchase. Complainant never took delivery of the vehicle after the sale, and Respondent eventually resolved this matter by returning the deposit in full and reversing the completed loan. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

94. 2025069441 (EC)

Date Complaint Opened: 11/24/2025

First Licensed: 09/01/2017

Expiration: 09/30/2027

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 alleges Respondent, a certified used car dealer, is engaging in predatory targeting of subprime buyers and caused damage to their credit by making an inquiry. Respondent advertised a used vehicle for $4,999 on their website, and Complainant asked if they would accept a zero down payment or, at most, a $500 down payment. Respondent informed them that the vehicle had a check engine light on and was being sold as-is. Respondent submitted their credit application with no down payment and then told Complainant they would have to make a $3,000 down payment and asked if they had a co-signer. Complainant did not purchase the vehicle.

Respondent confirms they disclosed everything about the vehicle, and Complainant chose to pursue the loan application, so Respondent pulled the credit score and submitted the request to three lenders. Two lenders declined, and the third offered the terms expressed to Complainant. Respondent does not control the lenders' decisions or terms and denies the allegations. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

95. 2025072831 (EC)

2026016381

Date Complaint Opened: 12/10/2025, 03/06/2026

First Licensed: 09/01/1991

Expiration: 10/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2025072831

Complainant purchased a used vehicle from Respondent, a franchise dealer, and alleges they have not received the refund after cancelling the warranty purchased at the time of sale.

Respondent admits the original manager who was handling the cancellation did not handle it properly. Respondent further explains that the first check that was sent to Complainant was a mistake because the manager had confused Complainant with another customer. Respondent confirmed the warranty cancellation was being processed as of 12/18/25, and the refund check would be sent to Complainant's lienholder. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2026016381

Complainant purchased a used vehicle from Respondent, a franchise dealer, and alleges their Controller was rude to them regarding a request about the status of their registration. Complainant claims Respondent's Sales Manager called, apologized, and

informed them that their registration was being processed. Complainant's vehicle was registered on 2/6/26. Complainant alleges the clerk's office told them that Respondent's Controller had called to request that the registration be voided and the paperwork be returned to the dealership. Complainant believes this was retaliatory in nature because of their complaint to the dealership about the Controller.

Respondent denies these allegations completely and claims Complainant, an employee for another dealership, demanded their registration be submitted as a "wait," which would expedite the process. Respondent explained this was not possible because of the significant backlog, but noted the registration had already been submitted to the clerk's office anyway. Respondent alleges Complainant went to the clerk's office and entered through the dealer's side and represented that Respondent had given them permission to remove the dealership's packet of registrations, and to use the dealership's credit card to purchase a specialty plate. Following the clerk's internal review, the clerk notified Respondent that the registration would be rescinded and the title work returned for proper processing. Respondent promptly resubmitted the paperwork to the clerk for registration.

Complainant provides a rebuttal denying all of Respondent's allegations; however, the clerk claims they have everything on video. Complainant claims Respondent contacted the dealership they worked for about their alleged actions at the clerk's office, which they believe exceed the bounds of ordinary business practice and further suggest retaliatory intent. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

96. 2025072081 (EC)

Date Complaint Opened: 12/08/2025

First Licensed: 09/05/1997

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 12/4/25 from Respondent, a franchise dealer. Complainant saw the vehicle advertised on Respondent's website as having a Certified Pre-Owned (CPO) Warranty. During the final paperwork process for the sale, it was discovered that the vehicle did not have the CPO Warranty. Complainant wants Respondent to honor the advertised warranty.

Respondent provided an audio file from a phone call between Complainant and the Sales Manager, who clearly informed them that the vehicle did not have the CPO warranty two days before the sale. The lack of CPO warranty was discussed for quite a while during the phone call. Complainant chose to proceed with the purchase even after it was again confirmed during the sale that there was no CPO warranty. Respondent has offered an aftermarket extended service contract at a significantly discounted rate. Respondent does not provide any explanation about the advertising issue other than to refer to it as a "brief advertising error." Counsel recommends closure, considering the Respondent verbally informed Complainant that the warranty was not a part of the sale and all the sales documents were correct and did not include the warranty.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

97. 2025071321 (EC)

Date Complaint Opened: 12/03/2025

First Licensed: 03/30/1995

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 10/8/25 from Respondent, a used car dealer. Complainant purchased the vehicle "as-is" but claims Respondent erased diagnostic codes before the sale and intentionally concealed a bad DPF filter. Soon after purchase, the vehicle stopped working, and Respondent picked it up on 10/28/25 and brought it to their repair facilities at the dealership. When Complainant arrived to pick up the vehicle, Respondent told them they could not get the keys unless they signed a new contract with higher payments to cover the cost of the repairs the dealership had just completed. Complainant felt pressured to sign the new contract, which added an extra $125 to each biweekly payment. Complainant alleges the vehicle malfunctioned again that same day and showed the same DPF filter code. Complainant claims Respondent never repaired the vehicle and still charged them for the repairs, coerced them into signing a new contract, and misrepresented the condition of the vehicle at the time of sale.

Respondent provided the deal file, which included the Buyer's Guide showing the sale was as-is without warranty and the proper rebuilt disclosure form signed by Complainant. Respondent provided a 30-day/1000-mile exchange agreement at no cost. Respondent states Complainant never notified them of any issues with the vehicle until 11/10/25 when they brought the vehicle to the dealership. Respondent determined that Complainant had failed to refill the required DEF (diesel exhaust fluid) that is required to drive the diesel truck at issue. This is adverse to the Vehicle Maintenance Agreement signed by Complainant, and it appears the repairs were needed due to vehicle negligence. When Complainant brought the car in on 11/10/25, Complainant was behind on their payments by $1,650. Complainant inquired with Respondent as to how they could obtain the necessary repairs and keep the truck, so Respondent agreed to perform the repairs and to execute a second contract where the new charges for towing, repairs, delinquent payments on the first contract, and continued payments would be rolled into a new contract. Respondent was unaware of any subsequent issues with the truck until this complaint was filed. Respondent believes Complainant filed this complaint because they attempted to repossess the vehicle when Complainant stopped making payments on 10/28/25 and owed almost $3,000. Upon repossession of the vehicle, the vehicle was blocked in, and the entire dashboard was disassembled. Respondent believes Complainant was trying to remove the GPS tracking device. Respondent then received notice that Complainant filed for bankruptcy, and they lost connection to the GPS tracking device. Complainant also cancelled their insurance on the vehicle on 11/27/25. Respondent has complied with all applicable laws, and Complainant continues to breach their contract and avoid repossession. Counsel

recommends closure.

Recommendation: Close

Commission Decision: Concur.

98. 2025073261 (EC)

2026016501

Date Complaint Opened: 12/12/2025, 03/11/2026

First Licensed: 12/03/2019

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

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

2025073261

Complainant purchased a used vehicle on 11/3/25 from Respondent, a franchise dealer, and did not receive the title within 30 days. Respondent confirmed the title was provided to Complainant by 12/22/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

<u>2026016501</u>

Complainant purchased a used vehicle on 9/13/25 from Respondent, a franchise dealer, and had not received the registration as of 3/11/26. Complainant received three temporary tags during the delay. Respondent allegedly told Complainant they don't know where the title is and could not tell them when this issue would be resolved.

Respondent spoke with Complainant and offered extensive compensation as well as a loaner, all of which was accepted. Respondent also offered to repurchase the vehicle due to the delay, but Complainant was not interested in that solution. Respondent is waiting for the duplicate title. Complainant currently has the loaner and will have it until the registration is completed. Counsel recommends issuing a $1,500 civil penalty for the delay in providing the title/registration, plus a $2,000 civil penalty for issuing three temporary tags (one more tag than allowed, and Respondent's second offense), for a total civil penalty of $3,500.

<u>Recommendation</u>: Authorize a $3,500 civil penalty for delay in providing title/registration and issuing too many temporary tags

<u>Commission Decision</u>: Concur.

99. 2025073431 (EC)

Date Complaint Opened: 12/14/2025

First Licensed: 04/02/2025

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 4/6/25 from Respondent, a used car dealer. Complainant alleges a mechanic told them the vehicle did not appear to have a clean title and the engine needed to be replaced. Complainant claims the ad on Facebook Marketplace stated the vehicle had a clean title and the vehicle's history report was normal. Complainant alleges they told Respondent the vehicle had a salvage title, and Respondent refused to cancel the contract or acknowledge the issue. Complainant further claims Respondent may have washed the title.

Respondent argues the title was clean and the vehicle was sold as-is. Respondent provided the clean title to Complainant, and the vehicle was registered after the sale, confirming there was no issue with the title at the time of sale. The title provided for registration had most recently been issued on 9/27/24. Respondent offered to look at the vehicle and possibly help with repairs in texts provided by Complainant. Complainant refused the offer and demanded a refund.

Counsel requested all registration documents and the vehicle history information from the Department of Revenue, and there was no evidence that the vehicle was salvage or rebuilt. However, when Counsel checked NICB.org, the VIN check resulted in a note stating there had been a collision on 12/10/24, and the VIN was identified as a vehicle listed in the VINCheck Salvage Records. Counsel could find no further information or evidence to support these results. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

100. 2025074461 (EC)

Date Complaint Opened: 12/15/2025

First Licensed: 02/10/2025

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent, a used car dealer, was coercive and misrepresented information during their attempt to purchase a vehicle on 12/13/25. Complainant claims Respondent told them that a lender had approved financing but required a $4,200 down payment and required five personal references. Complainant alleges that they called the lender and were informed that the lender did not require five personal references and had approved financing for a smaller down payment. Complainant believes Respondent must have inflated the down payment by more than $3,700. Complainant provides no documentation to support these allegations.

Respondent denies any misrepresentation of financing terms or use of coercive sales tactics. The financing terms presented were based on lender responses at the time of submission, and the customer ultimately chose not to move forward. The dealership acted in good faith and within standard industry practices throughout the interaction. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

101. 2025066511 (EC)

Date Complaint Opened: 11/10/2025

First Licensed: 05/31/2024

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 10/8/25 from Respondent, a used car dealer.

Complainant alleges Respondent failed to disclose significant mechanical and structural damages that materially affected the vehicle. Complainant alleges Respondent called them soon after the sale and asked them to bring the vehicle back for a state inspection, which Complainant believes is the result of the vehicle being salvaged and needing a rebuilt title. Complainant further alleges that Respondent has charged them for more payments than actually owed and eventually repossessed the vehicle without the proper notice. Complainant states they don't trust law enforcement agencies and were told any discrepancies regarding payments made from the wrong bank account after their first bank account was closed, and any possible fraudulent payments taken out by Respondent would be a civil matter. Counsel agrees that Complainant would need to pursue issues related to payments and bank accounts with the civil court if they are not willing to speak to a private attorney about these allegations.

Respondent argues they communicated multiple times with Complainant related to past due payments and claims they were behind over $400 at the time of repossession. Respondent provided the rebuilt title, which was issued prior to the sale, and they provided the proper disclosure form signed by Complainant, which evidence that they did disclose the rebuilt title. Respondent provided the contract, which included the terms leading to repossession, and it appears Respondent followed the procedures laid out in the contract. There is no evidence that Respondent wrongfully repossessed the vehicle or that Respondent took money from Complainant's bank account without authorization, and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

102. 2025071721 (EC)

Date Complaint Opened: 12/05/2025

First Licensed: 03/03/2004

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 10/14/25 from Respondent, a used car dealer, and alleges they have not received their registration as of 12/5/25.

Respondent registered the vehicle on 12/26/25, and they informed Complainant that they could pick it up from the dealership. Complainant did not pick it up until 2/12/26. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

103. 2025071211 (EC)

2025075041

2025076661

2026000931

Date Complaint Opened: 12/04/2025, 12/19/2025, 12/30/2025, 01/07/2026

First Licensed: 11/08/2022

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a $500 civil penalty for failure to pay off trade-in vehicle in a timely manner. One complaint closed with a $1,000 civil penalty for failure to properly disclose recall(s) to the customer. 2026 - One complaint closed with a $2,500 civil penalty for failure to pay off trade-in vehicle in a timely manner.

<u>Note: All complaints listed here under No. 103 and all complaints listed under No. 104 are owned by the same company, and the franchise dealerships are right next to each other at the same location. There are 8 complaints in total, and there has been significant discipline assessed to both franchise dealers in the last two years. Respondent frequently fails to respond to complaints, which has led to costly investigations and an excessive amount of time spent trying to obtain responses. Counsel strongly recommends the large civil penalties recommended below due to the consistent problems with responding to the Commission, failing to provide title and registration within a reasonable amount of time, failing to communicate with consumers during delays, lying to consumers about when the issues will be resolved, and failing to pay off trade-in vehicles within 30 days of funding. Even after the local news station interviewed consumers and aired a story about the dealers' issues as summarized below, the dealers continued to fail to provide substantive responses to the Commission and did not seem to take these matters seriously. Counsel also recommends considering license suspension if the Commission believes that is appropriate.</u>

<u>2025071211</u>

This complaint was opened administratively by the Executive Director based on a news story specific to issues at Respondent's franchise dealership, and multiple instances of failure to pay off existing loans within thirty days of funding. An investigation was conducted to obtain deal files for the consumers in the news stories, as well as the consumers who left Google reviews.

The investigation revealed that Respondent claims to work with more subprime lending institutions than a typical franchise vehicle dealership in order to provide for the needs of the community. Respondent claims that many deals take time to get the funding, simply due to needing a cosigner, needing another lender, or needing more money down. Counsel argues that the time it takes to get funding has nothing to do with how long it takes to pay off a trade-in vehicle once they receive funding. The investigation further revealed that Respondent failed to pay off the trade-in vehicle within 30 days of funding for five transactions and their respective trade-in vehicles.

Counsel recommends issuing the maximum civil penalty of $5,000 per violation since this is the third time this dealership has been fined for this issue, for a total civil

penalty of $25,000.

<u>Recommendation</u>: Authorize a $25,000 civil penalty for failure to pay off five trade-in vehicles within 30 days of funding

<u>Commission Decision</u>: Concur.

<u>2025075041</u>

Complainant purchased a used vehicle and traded in a vehicle on 10/22/25 to Respondent, a franchise dealer. Complainant alleges that Respondent has not paid off the trade-in vehicle as of 12/19/25, and they have not received their registration. Complainant alleges they contacted Respondent on six different occasions to get a status update on both issues and have been ignored.

Respondent states the deal was funded on 10/24/25 and the payoff was overnighted on 1/8/26. Respondent states the vehicle was registered and sent to Complainant on 12/18/25. Respondent states, "During the processing of this transaction, the dealership's accounting and title processing departments were working through administrative adjustments related to staffing changes and workload redistribution within the centralized office responsible for registration processing. These changes required the temporary reallocation of responsibilities among administrative personnel, which affected the sequencing of some title and registration submissions. As part of the review process for this file, the dealership confirmed the registration documentation and supporting records prior to forwarding the completed title packet to the county clerk. After the file was finalized and the administrative review was completed, the dealership submitted the title and registration documentation on December 18, 2025." Respondent took the following corrective actions: "To reduce the likelihood of similar delays, the dealership implemented clearer assignment of title processing responsibilities and introduced internal monitoring procedures that track registration files from funding through submission to the county office." Counsel recommends issuing the maximum civil penalty of $5,000 since this is the third time this dealership is being fined for this issue.

<u>Recommendation</u>: Authorize a $5,000 civil penalty for failure to pay off a trade-in vehicle within 30 days of funding

<u>Commission Decision</u>: Concur.

<u>2025076661</u>

Complainant purchased a used vehicle on 9/1/25 from Respondent, a franchise dealer. Complainant alleges they have not received their registration as of 12/30/25, and their second temporary tag just expired. Complainant alleges Respondent told them they were still waiting for the title for the vehicle at issue.

Respondent states they sent the registration paperwork to the clerk on 12/29/25 and then had to send a check for payment for the registration on 1/6/26. Respondent mailed the registration and tag to Complainant on 1/8/26. Respondent does not provide any details on why they told Complainant they were waiting for the title despite sending the registration paperwork the day before the complaint was filed, or why there was a delay in providing registration to Complainant, despite the specific request for more details directly from Counsel, considering the consistent issues Respondent has with delays in providing title/registration to consumers.

Respondent states, "At the time of this transaction, the dealership's title administration workflow was undergoing an internal reconciliation process involving several previously funded transactions. The dealership had implemented additional file verification steps to ensure that registration documentation, lienholder information, and transaction records were complete and accurate prior to submission to the county clerk. Because the dealership operates with a centralized administrative office supporting multiple dealership entities on the same property, this review process temporarily impacted the normal processing timeline for certain title and registration files. As part of this process, this transaction required confirmation of supporting documentation and verification of the title packet before it could be finalized for submission. Once the file review was completed and the required documentation was confirmed, the dealership prepared and submitted the title and tag application to the appropriate county office on January 8, 2026. The Respondent took the following corrective actions: "Following this period, the dealership enhanced internal tracking

procedures for registration files and implemented routine management monitoring of pending title submissions. These measures ensure that title packets are finalized and submitted promptly following funding and documentation completion."

Counsel recommends issuing a $1,500 civil penalty for failure to provide title and registration in a timely manner.

<u>Recommendation</u>: Authorize a $1,500 civil penalty for failure to provide timely title and registration

<u>Commission Decision</u>: Concur.

<u>2026000931</u>

Complainant purchased a used vehicle and traded in two vehicles on 11/17/25 to Respondent, a franchise dealer. Complainant alleges Respondent had not paid off the trade-in vehicles as of 1/7/26. Complainant alleges they discussed this issue with Respondent on multiple occasions to get a status update and were lied to about when the payoff would be sent. Additionally, Complainant inquired about when they would receive their registration because their temporary tag was set to expire on 1/16/26.

Respondent failed to respond to this complaint within 30 days and did not respond until Counsel sent a fourth request for a response. Respondent states the deal was funded on 11/30/25, and the payoffs were both overnighted on 1/8/26. Respondent states the vehicle was registered and sent to Complainant on 1/23/26. Counsel recommends issuing a $1,000 civil penalty for failure to respond within 30 days, and a maximum $5,000 civil penalty for failure to pay off each trade-in vehicle within 30 days of funding (third violation and two trade-in vehicles), for a total civil penalty of $11,000.

<u>Recommendation</u>: Authorize a $11,000 civil penalty for failure to respond and failure to pay off two trade-in vehicles within 30 days of funding

<u>Commission Decision</u>: Concur.

104. 2026002551 (EC)

2026005411

2026000291

2026019431

Date Complaint Opened: 01/12/2026, 01/22/2026, 01/04/2026, 03/19/2026

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. 2026 – One complaint issued a letter of warning for the delay in providing the title and registration for a new vehicle and the delay in providing a temporary tag.

<u>2026002551</u>

Complainant purchased a used vehicle on 11/6/25 from Respondent, a franchise dealer. Complainant was stuck making two car payments because Respondent had failed to pay her trade-in vehicle off within 30 days as required by law, and Respondent was unable to explain why there was a delay or tell them when the issue would be resolved. The deal was funded on 11/21/25, and Respondent did not pay off the trade-in vehicle until 1/14/26. The complaint was sent to the Respondent on 1/14/26, and it appears that this may have been what prompted the payoff, not the continuous requests of the Complainant prior to the complaint being filed.

Respondent states, "At the time of this transaction, the dealership was conducting an

internal review of deal documentation and administrative processes to ensure compliance and accuracy across funded transactions. As part of this review, certain files required additional verification of documentation, payoff balances, and accounting reconciliation prior to issuing lienholder payments. This verification process resulted in delays in completing payoff processing for a limited number of transactions, including this file. After the necessary documentation and payoff information were verified, the dealership issued the payoff payment to the lienholder on January 14, 2026." Respondent took the following corrective measures: "To prevent future delays, the dealership has implemented enhanced administrative controls including designated personnel responsible for payoff processing, daily tracking of open payoffs, and management review of any transactions approaching aging thresholds."

Counsel recommends issuing a $1,000 civil penalty for failure to pay off a trade-in vehicle within 30 days of funding.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for failure to pay off a trade-in vehicle within 30 days of funding

<u>Commission Decision</u>: Concur.

<u>2026005411</u>

Complainant purchased a used vehicle on 9/29/25 from Respondent, a franchise dealer. Complainant resides in North Carolina and had not received the title and registration as of 1/22/26, and Respondent was unable to explain why there was a delay or tell them when the issue would be resolved.

When Respondent initially provided a response, they stated the registration paperwork had been overnighted to the North Carolina DMV on 1/19/26. Then, when Counsel asked for more details about the delay and proof that the paperwork had been sent on 1/19/26, Respondent changed their response and stated it was sent on 2/5/26. Respondent states, "During the timeframe in which this transaction was finalized, the dealership's administrative office responsible for title and registration

processing experienced operational disruption that affected the normal workflow for preparing and submitting title and tag documentation. The centralized office supporting the dealership handles title administration and documentation verification for multiple dealership operations located on the same property. At that time, the dealership had implemented additional internal file review procedures to verify transaction documentation, lienholder information, and registration paperwork before submission to the county clerk's office. This review process was introduced to ensure the accuracy and completeness of title and registration documentation after several internal administrative changes within the accounting and title processing departments. As part of this process, certain files required additional verification before the title and registration packet could be finalized and submitted. This transaction was among the files that required documentation confirmation and administrative review before the tag application could be processed." Respondent took the following corrective measures: "Following this period, the dealership implemented procedural improvements within the centralized administrative office responsible for title and registration processing. These improvements include enhanced tracking of title documentation, designated personnel responsible for monitoring title and tag submissions, and management review of any transactions approaching registration deadlines. These measures were implemented to ensure that title and registration submissions are completed within standard processing timeframes going forward."

Counsel recommends issuing a $1,500 civil penalty for failure to provide the title and registration documents to Complainant in a timely manner.

<u>Recommendation</u>: Authorize a $1,500 civil penalty for failure to provide title and registration in a timely manner

<u>Commission Decision</u>: Concur.

<u>2026000291</u>

Complainant purchased a used vehicle on 11/19/25 from Respondent, a franchise dealer. Respondent repeatedly told Complainant the "check was in the mail" for the trade-in vehicle and could not provide them with an explanation for the delay or tell them when the issue would be resolved. Complainant had to make at least one

payment on the trade-in vehicle after Respondent took possession of it and sold it.

Respondent failed to respond to this complaint within 30 days and did not provide a response until Counsel provided a fourth request for a response. The deal was funded on 11/24/25, and the payoff for the trade-in vehicle was not sent until 1/8/26. Respondent states, "Following funding of this transaction, the dealership experienced operational disruption within the accounting and title administration functions responsible for processing lienholder payoffs. During this timeframe, the dealership implemented enhanced internal review procedures to verify deal documentation, funding accuracy, and payoff information prior to issuing lienholder disbursements. As part of these procedures, certain transactions—including this file—were placed in an exception review queue pending verification of documentation, title information, and funding reconciliation. This process extended the normal payoff processing timeframe. Once the internal review was completed and payoff figures were confirmed with the lienholder, the dealership issued the payoff payment on January 8, 2026." Respondent took the following corrective measures: "The dealership has since implemented additional internal controls, including centralized payoff processing, daily payoff aging reports, and management oversight to ensure all lienholder payments are issued within standard processing timelines following funding."

Counsel recommends issuing a $1,000 civil penalty for failure to pay off a trade-in vehicle within 30 days of funding, plus a $3,000 civil penalty for failure to respond within 30 days (third violation), for a total $4,000 civil penalty.

Recommendation: Authorize a $4,000 civil penalty for failure to pay off a trade-in vehicle within 30 days of funding and failure to respond

Commission Decision: Concur.

2026019431

Complainant purchased a used vehicle on 1/1/26 from Respondent, a franchise dealer, and traded in two vehicles. Complainant alleges Respondent had not paid off either trade-in vehicle as of 2/12/26. Complainant claims the loans have gone more than 30

days past due and have drastically affected their credit, as well as their husband's credit, while they are trying to buy a home. Complainant alleges Respondent refused to return their phone calls, but was eventually told the checks were sent to pay off the trade-in on 2/10/26. However, Respondent had not sent the checks, which seems to be a common occurrence based on the information in the complaints above.

Respondent states the deal was funded on 1/6/26, and the payoff checks for the trade-ins were sent on 2/23/26. Counsel recommends issuing a $2,000 civil penalty for failure to pay off two trade-in vehicles within 30 days of funding.

<u>Recommendation</u>: Authorize a $2,000 civil penalty for failure to pay off two trade-in vehicles within 30 days of funding

<u>Commission Decision</u>: Concur.

105. 2025059461 (EC)

2026006831

Date Complaint Opened: 10/08/2025, 01/28/2026

First Licensed: 11/19/2024

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2025059461</u>

Complainant purchased a used vehicle on 3/22/25 from Respondent, a used car dealer. Complainant alleges Respondent has refused to provide the title as of 10/8/25. Respondent has failed to respond to this complaint, and all mail is being returned. An

investigation was conducted.

The investigation revealed Respondent issued at least five temporary tags to the vehicle, which is three more than currently allowed by the DOR. Respondent agreed to cooperate with the investigation but explained they had been in a bad car accident at the beginning of the year and was confined to their home, and going through extensive physical therapy. Respondent stated Complainant had received their title on 2/21/26, and claimed it was not originally produced because the prior owner/dealer had not been able to produce it. Respondent claims the reason they did not receive mail from the Commission is because mail was being delivered to a dealership behind Respondent's dealership from October 2025 until January 2026. The investigator also discovered that Respondent's garage liability insurance had been cancelled on 10/14/25 due to non-payment of their premium, and had not been renewed as of 3/9/26. A letter was sent to Respondent on 10/23/25 notifying them that they had to cease business operations until they renewed their insurance, and that it needed to be provided to the Commission immediately. Respondent provided sales receipts showing they had sold four vehicles since the insurance was cancelled. Respondent confirmed they had temporarily closed their dealership and would not reopen until their insurance was renewed.

Complainant emailed Counsel on 3/17/26 and confirmed they received the title. Respondent finally provided all the necessary insurance documents to the Commission, and their garage liability insurance became active again on 4/7/26.

Counsel recommends a $500 civil penalty for failure to maintain active liability insurance, a $3,000 civil penalty for issuing five temporary tags, plus a $1,500 civil penalty for failing to provide title and registration within a timely manner, for a total civil penalty of $5,000.

<u>Recommendation</u>: Authorize a $5,000 civil penalty for expired liability insurance, failure to provide timely title and registration, and issuing too many temp tags

<u>Commission Decision</u>: Concur.

2026006831

Complainant purchased a used vehicle on 12/17/25 from Respondent, a used car dealer. Complainant alleges that Respondent is not a licensed dealer; however, Respondent does have a valid, active license, so it is unclear where this allegation came from. Complainant alleges that Respondent refuses to provide the title as of 1/28/26 despite having paid for the vehicle in full.

Respondent states this is a retaliatory complaint filed by Complainant, with whom they are currently in an insurance dispute. Respondent states they are waiting for a duplicate title because the Complainant forged Respondent's name on the first title. Respondent confirmed they provided the title on 3/23/26.

Counsel noticed an issue on the Bill of Sale for this transaction related to the fees Respondent charges consumers. Respondent charges a Doc Fee of $199 and charges a Dealer Service Fee of $49. Additionally, Respondent charges $50 for a tag and title fee but doesn't register the vehicles for consumers. When asked about this, Respondent explained that the third-party vendor who provides the templates for their Bills of Sale set up the fees, and they didn't know why or what the fees were for, and claims they haven't been able to get in touch with the vendor to make any changes. Counsel explained that it is a violation to charge the extra dealer fee on top of the advertised price when the dealership is also charging a separate doc fee, and a violation to charge for registration fees when the dealer is not completing that service. Counsel has given Respondent ample time to fix this or follow up with more information, and Respondent has failed to do so despite numerous promises that they would have a response and would change their Bill of Sale template so consumers would not be charged these fraudulent fees. Respondent continues to charge these fees to consumers. Counsel recommends issuing a $2,500 civil penalty for false, fraudulent or deceptive practices for charging excessive fees to consumers for services not performed. Additionally, Counsel recommends including a term in the Consent Order that requires Respondent to correct their Bill of Sale template to remove the extra fees within 15 days of signing the Consent Order.

Recommendation: Authorize a $2,500 civil penalty for false, fraudulent or deceptive practices; require Respondent to remove extra fees from their Bill of Sale within 15 days

<u>Commission Decision</u>: Concur.

106. 2025068731 (EC)

Date Complaint Opened: 11/19/2025

First Licensed: 02/14/2024

Expiration: 01/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 10/16/21 from another licensed used car dealer and needs a duplicate title. Complainant went to Respondent's dealership because it is a new licensed used car lot that is in the same location as the dealership that sold them the vehicle in 2021, however Respondent has nothing to do with the old dealership that closed in January of 2024. Therefore, Respondent is unable to assist Complainant. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

107. 2025069341 (EC)

Date Complaint Opened: 11/22/2025

First Licensed: 03/22/2002

Expiration: 10/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 11/20/25 from Respondent, a used car dealer. Complainant claims that the vehicle had serious mechanical issues almost immediately, so they brought the car back to Respondent, asking them to repair it or refund their deposit. Respondent kept $500 of the $2,000 deposit.

Respondent states they kept $500 because that was the amount paid separately to hold the vehicle for Complainant for 21 days. The $500 receipt was stamped "non-refundable." Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

108. 2025069861 (EC)

Date Complaint Opened: 11/24/2025

First Licensed: 06/24/2016

Expiration: 06/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 10/29/25 from Respondent, a used car dealer. Complainant entered a Buy-Here-Pay-Here Retail Installment Contract and claims the truth in lending disclosure was inaccurate and incomplete. Complainant alleges Respondent also verbally added $480 bi-weekly payments that were not included in the finance charge or total payments on the written disclosure. Respondent

declined to rescind or correct the contract, and a truth in lending dispute was active at the time this complaint was filed. Respondent allegedly repossessed the vehicle when the payments were past due.

Respondent states they have reached a full and final resolution with Complainant. Respondent returned the vehicle to Complainant, and payments are being made. The previous concerns related to the contract and disclosures have also been satisfied. Counsel recommends issuing a Letter of Warning for failure to initially respond to the complaint. Respondent did provide a response to the first email from Counsel on the same day it was sent.

Recommendation: Letter of Warning for failure to respond

Commission Decision: Concur.

109. 2025069941 (EC)

Date Complaint Opened: 11/26/2026

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. 2025 – 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 9/27/25 from Respondent, a franchise dealer. Complainant had not received their registration and tag as of 11/26/25.

Respondent had to apply for a duplicate title on 11/5/25, which was communicated to Complainant. The vehicle was registered on 12/2/25 and delivered to Complainant the

following day. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

110. 2025070121 (EC)

Date Complaint Opened: 11/26/2025

First Licensed: 05/26/2011

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

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

Complainant brought their vehicle to Respondent's service center regarding an alleged recall issue. Respondent is a franchise dealer. Complainant alleges multiple franchise dealers confirmed no repair parts were available and the vehicle was allegedly unsafe to drive. Complainant raised lemon law concerns and a class action lawsuit, and alleges that Respondent told them their situation did not qualify. Complainant alleges Respondent told them they may be able to buy the vehicle and attempted to increase their monthly payment by more than $100 while pushing them into a new lease. When Complainant started to leave, Respondent allegedly ran out saying they could lower the payment if they signed immediately. Complainant alleges that Respondent was coercive, withheld truthful pricing, and pressured them into signing a 2025 lease. Complainant does not provide any evidence of the recall or anything to support these allegations.

Respondent denies the allegations and claims they provided Complainant with excellent customer service. Respondent did not sell the vehicle with the alleged recall to Complainant. Respondent states the open recall was related to an issue that could

cause buildup of mud inside the rear wheels if driven during certain off-road conditions, which could cause damage to the rear brake hoses over time. Complainant did not want to drive their vehicle even though it could be safely driven during normal road conditions, and wanted a free loaner vehicle. Respondent explained to Complainant that the manufacturer did not have a rental assistance program that would allow Respondent to provide a vehicle for Complainant to use for free while awaiting the remedy from the manufacturer, which applies to all customers with vehicles affected by the recall. Respondent did sell Complainant a new vehicle for $2,000 below the invoice price and gave them a trade allowance of $500 over the actual cash value of the trade-in. Respondent cannot fathom why Complainant is not fully satisfied with Respondent's concern for their situation and claims they bent over backward to put them in a new vehicle for less than they likely paid for the older trade-in. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

111. 2025070311 (EC)

Date Complaint Opened: 12/01/2025

First Licensed: 02/05/2016

Expiration: 02/28/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 6/20/24 from Respondent, a used car dealer. Complainant alleges Respondent did not disclose the vehicle's rebuilt title and they did not find out about it until they paid off the vehicle. Complainant could not provide any proof to support the allegations that the vehicle had been salvaged and rebuilt despite Counsel's request.

Respondent states they were not aware the vehicle had a rebuilt title and provided a

copy of the title they were given when they purchased the vehicle prior to selling it to Complainant. The title was issued on 6/14/24 in Alabama and notes that it is a "replacement" title. There is no indication that the title is a salvage or rebuilt title. Despite no evidence to support Complainant's allegations, Respondent agreed to trade in the vehicle at issue for a different one, and Complainant said she wanted to keep the vehicle at issue. There is no evidence of any violations, and Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

112. 2025072631 (EC)

2025075681

2026020441

2026011181

Date Complaint Opened: 12/10/2025, 12/23/2025, 03/25/2026, 02/18/2026

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. 2025 – One complaint closed with a $3,000 civil penalty for failure to respond, failure to provide business records, and issuing too many temporary tags.

<u>2025072631</u>

Complainant purchased a used vehicle on 6/14/25 from Respondent, a used car dealer, and alleges they have not received the title as of 12/10/25. Respondent allegedly told

Complainant there was a duplicate title being sent to them in the mail.

Respondent claims they completed the registration process, and the title has been in their possession, but they have been unable to complete delivery of the title because Complainant is not communicating with them. Respondent claims they have been unsuccessful in contacting Complainant, and their phone number is no longer in service. Respondent provided a copy of the title, which revealed that it is a Rebuilt Title issued on 11/14/25.

Counsel confirmed that Respondent obtained a rebuilt title prior to the sale of the vehicle to Complainant. Respondent registered the vehicle on 9/10/25, about three months after it was sold to Complainant. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

<u>2025075681</u>

Complainant purchased a used vehicle on 4/26/25 from Respondent, a used car dealer, and alleges they have not received the title or registration as of 12/23/25. Complainant alleges Respondent bought the vehicle through a salvage sale on 3/24/25 and had not submitted the application for a rebuilt title to the DOR prior to selling it to Complainant. Respondent allegedly will not take the car back and offer a refund. Complainant alleges they have already paid $20,000 towards the vehicle. Respondent allegedly wants Complainant to bring the vehicle in for an inspection. Complainant provided the advertisement from what appears to be Facebook that indicates the vehicle had a rebuilt title prior to the sale to Complainant. Respondent also claims all the maintenance on the vehicle was up-to-date on the advertisement.

Respondent originally failed to respond to this complaint and did not respond until Counsel made many additional efforts to obtain the response, above and beyond the regular mail, certified mail letters, and emails. Counsel spoke with the dealership

owner's brother, who has taken over the dealership since firing the manager who had been stealing money and allowing issues like the one summarized in this complaint to happen. The manager had a lot of prior experience with dealerships, as did their mother, and knew what they were doing would go unnoticed because the owner had put complete trust in them. The owner's brother has been extremely cooperative and took responsibility for everything. Respondent sent Counsel proof to back up everything they were saying as they were talking on the phone, and explained all of the steps they have taken to prevent this from happening going forward. Respondent also hired an experienced advisor who has been in the industry for decades to help them set up checks and balances and systems within the business to avoid future issues. Respondent provided proof to Counsel that included texts with the Complainant showing they were trying to get the car back from Complainant for an inspection and tried to give them a refund minus the wear and tear because Complainant had been driving the vehicle for almost a year. Complainant told Respondent they would rather have a $5,000 discount on the vehicle than bring it back, even though Complainant explained in writing that they could not get a valid title without an inspection. Respondent issued two temporary tags to the vehicle during this time.

Counsel recommends issuing a $2,000 civil penalty for failure to respond (second offense), a $6,000 civil penalty for issuing two temporary tags to a salvage vehicle, a $1,000 civil penalty for failure to provide the proper disclosure form for selling a salvage vehicle, plus a $3,000 civil penalty for selling a salvage vehicle prior to obtaining the rebuilt title, for a total civil penalty of $12,000.

<u>Recommendation</u>: Authorize a $12,000 civil penalty for failure to respond, issuing temporary tags to a salvage vehicle, failure to provide the proper salvage vehicle disclosure form, and selling a salvage vehicle prior to obtaining the rebuilt title

<u>Commission Decision</u>: Concur.

<u>2026020441</u>

Complainant purchased a used vehicle on 3/22/25 from Respondent, a used car dealer, and alleges they have not received the title as of 3/9/26.

Respondent states they did not know Complainant had not received their title until this complaint was filed due to the employee who was fired and who kept this information hidden. Respondent issued six temporary tags to the vehicle during the delay in providing registration. As soon as Respondent learned of this complaint, they took action and provided the title on or around 4/2/26. Respondent also offered Complainant a free oil change, tire rotation, car wash, fluids checked, and general vehicle check-up. Counsel recommends issuing a $1,500 civil penalty for the delay in providing the title/registration, plus a $8,000 civil penalty for issuing six temporary tags (second offense), for a total civil penalty of $9,500 civil penalty.

Recommendation: Authorize a $9,500 civil penalty for delay in providing title and for issuing too many temporary tags

Commission Decision: Concur.

2026011181

Complainant purchased a used vehicle on 1/17/26 from Respondent, a used car dealer, and alleges they have not received the title as of 2/18/26. Complainant alleges Respondent sent the title to Indiana. Complainant further alleges there were mechanical issues with the vehicle that caused it to be inoperable shortly after the sale.

Respondent registered the vehicle on 1/30/26. Respondent sold this vehicle as-is with a 6-month/6000-mile powertrain warranty. Respondent denies sending the title to Indiana and notes that the vehicle was registered in Tennessee because Complainant's paperwork indicated that their address was in Tennessee. Respondent offered to look at the vehicle to try to diagnose it, but Complainant had left it at a Pep Boys in Indiana and never made a single payment on the vehicle after the sale. Counsel recommends issuing a $2,000 civil penalty for a second offense of failing to respond to the Commission.

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

Commission Decision: Concur.

113. 2025073091 (EC)

Date Complaint Opened: 12/11/2025

First Licensed: 05/23/2024

Expiration: 05/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 11/18/24 from Respondent, a used car dealer. Complainant has not received the title or registration as of 12/11/25 despite multiple calls and trips to the dealership.

Respondent confirmed they resolved this issue, and the vehicle had been registered as of 2/3/26. Respondent states they were waiting on the Complainant to come by and sign a power-of-attorney with their legal name as required by the clerk, and to make form corrections because they were using a Farm Tax Exempt Card in order to save money on sales tax, but were unable to do so due to certain regulations that were out of their control. Respondent claims they had called several times to try to get the correct paperwork in order for registration, but it became apparent that Complainant had forgotten the conversations they had during their time of hospitalization. Respondent believes Complainant, who is elderly, seems to suffer from chronic memory loss. Respondent ended up working with Complainant's relative to finally get the vehicle registered. Based on Respondent's explanation of Complainant's unfortunate circumstances that seemed to delay the registration, Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

114. 2025075221 (EC)

2025071781

2026011221

Date Complaint Opened: 12/21/2025, 12/06/2025, 02/19/2026

First Licensed: 03/16/2022

Expiration: 11/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2026 – One complaint authorized a $1,000 civil penalty for failure to respond.

2025075221

Complainant purchased a used vehicle from Respondent, a used car dealer, on or around 11/5/25 and alleges it had mechanical issues leading them to have to get an oil change and the oil sensor plugs replaced. Additionally, Complainant alleges they began to get "hybrid warnings" within a month of purchase.

Respondent sold the vehicle as-is, without warranty. Respondent states Complainant came to them about the battery two months after purchase, and there was nothing they could do because it had been so long since the sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025071781

Complainant purchased a used vehicle from Respondent, a used car dealer, on or around 11/8/25 and alleges they did not have the title as of 12/6/25.

Respondent states Complainant knew they didn't have the title in hand at the time of sale and planned on mailing it to Complainant's residential address in Kentucky. Respondent provided the title to Complainant on 12/17/25 via certified mail. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2026011221

This complaint was opened as a result of information obtained during the investigation of a separate consumer-filed complaint against Respondent. That investigation into that complaint provided some proof that Respondent was allowing an unlicensed individual to advertise and sell vehicles for their dealership. A Letter of Warning was sent to that individual after that complaint was presented to the Commission at the February 2026 board meeting.

The investigation revealed that Respondent had issued at least fifty-seven temporary tags to the individual in about twelve months. Respondent states they have three dealer tags that they use on a daily basis. Therefore, anytime the individual transported a car for their dealership or bought a car from them, Respondent issued a temporary tag to that individual. Respondent claims the individual did some mechanical work for them at a repair shop. Respondent claimed that many of the temporary tags were issued to the individual in their name for transport because they didn't have enough dealer tags, and they were purchasing a lot of vehicles at auctions that would then need repairs and would be driven back and forth by the individual for the dealership. Respondent was unaware that this was against regulations and states that it will never happen again. Respondent states that the individual had told them

that they were working for a Georgia-licensed car dealership. Respondent saw the individual at the Manheim auction with a bidder's badge on, so Respondent assumed that what the individual told them was the truth. Any car that Respondent did not want to have to put work into, they would allow the individual to loan off of Respondent so they could sell it through the Georgia dealership that they were licensed to work under. Respondent confirmed that the individual had posted vehicles for them and would send the customers to their dealership. Respondent would do the paperwork at their dealership for these customers and would let the individual make a little money for advertising Respondent's business. Respondent argues they did not consider the individual an employee for their dealership because they didn't come into the dealership to work or act as a salesperson or employee. Respondent immediately ceased working with the individual in any way once the investigator and Counsel explained this was a violation and was not allowed.

Counsel researched the Respondent's license history and found the following recurring issues: Respondent's surety bond has been cancelled numerous times and not immediately reinstated; Respondent's license has been cancelled on 12/27/22 because of abandonment, and they did not address their license reinstatement until February of 2023; and Respondent failed to respond to complaints until they were threatened with civil penalties or action against their license. The Commission could issue a $57,000 civil penalty for issuing 57 temporary tags to an unlicensed individual for the purpose of unlicensed sales. Counsel recommends issuing a $20,000 civil penalty, considering that it has been the maximum the Commission has assessed for unlicensed activity without aggravating circumstances in the past, or allowing Respondent to voluntarily surrender their license.

<u>Recommendation</u>: Authorize a $20,000 civil penalty or voluntary surrender of dealer license

<u>Commission Decision</u>: Concur.

115. 2026001061 (EC)

Date Complaint Opened: 01/07/2026

First Licensed: 11/03/2022

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2026 – One complaint authorized a $1,500 civil penalty for failure to provide title.

Complainant purchased a used vehicle on 10/1/25 from Respondent, a used car dealer, and alleges Respondent sent the title to the wrong address.

Respondent states they sent the title to the mailing address Complainant listed on the Bill of Sale. As a courtesy, Respondent is obtaining a duplicate title for Complainant. Respondent issued three temporary tags to the vehicle during the delay. Counsel recommends issuing a $1,000 civil penalty for issuing too many temporary tags.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for issuing too many temporary tags

<u>Commission Decision</u>: Concur.

116. 2026004131 (EC)

Date Complaint Opened: 01/17/2026

First Licensed: 06/06/2023

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 1/3/26 from Respondent, a used car dealer. Complainant alleges that Respondent promised them they had made a full and proper replacement of the vehicle's transmission assembly, but the vehicle had issues related

to the transmission days after the sale. Complainant wants Respondent to properly repair the vehicle or buy it back from them.

Respondent states they have already ordered another transmission, which is on its way, and there is an active warranty that will cover all repair costs. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

117. 2026007011 (EC)

Date Complaint Opened: 01/29/2026

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant, a dealer in Kentucky who wishes to remain anonymous, alleges Respondent is operating without a dealer license and advertising "street legal" golf carts. Counsel asked Complainant to provide evidence and details to support their allegations, and they provided a link to Respondent's website that advertised a customized golf cart that can be used "on the greens or exploring your neighborhood." Complainant alleges the description states the golf cart is "street legal" in the description, but that detail was not present when Counsel reviewed the website and advertisement. Other golf carts on the website refer to "commuting to the clubhouse or taking a drive around the community," or "navigating a worksite," but no details refer to the golf carts being "street legal."

Respondent states they do not operate as a dealer and do not sell titled motor vehicles. Respondent does not represent itself as a motor vehicle dealership and does not title or

register vehicles for on-road use. Respondent confirms that they sell electric golf carts and personal transportation vehicles. Respondent's website product descriptions are based on the manufacturer's specifications. Respondent strives to comply with all applicable laws and regulations, and if the Commission believes any language in their advertising could be misinterpreted, they are willing to make any necessary adjustments to remain in full compliance. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

118. 2025070991 (EC)

Date Complaint Opened: 12/03/2025

First Licensed: 12/09/2019

Expiration: 02/28/2026 – EXPIRED GRACE

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle on 8/9/25 from Respondent, a used car dealer. Complainant alleges they have not received their title and registration as of 12/3/25. Respondent has closed their dealership, they no longer have a website, and their phone has been disconnected. Their license expired on 2/28/26. The surety bond information was sent to Complainant. Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag

Commission Decision: Concur.

119. 2025071271 (EC)

Date Complaint Opened: 12/03/2025

First Licensed: 09/01/1991

Expiration: 04/30/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with a $500 agreed citation for displaying vehicles on grass.

Complainant alleges Respondent, a franchise dealer, made a clear and documented commitment to purchase their vehicle but failed to follow through. Complainant provided a string of text messages with an employee from the dealership who had reached out about buying Complainant's Corvette.

This complaint was mailed to Respondent via regular mail and certified mail, but Counsel cannot confirm it was delivered based on the USPS tracking information failing to provide any information when the tracking number was searched. Counsel emailed Respondent on two different occasions requesting a response, and did not receive one. Counsel received a copy of the response sent to Consumer Affairs, which confirmed the issue was resolved to Complainant's satisfaction. Respondent then provided a response also confirming they were in communication with Complainant and purchased the vehicle as promised. Counsel recommends issuing a $1,000 civil penalty for failure to respond to the Commission within 30 days.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for failure to respond

<u>Commission Decision</u>: Concur.

120. 2025075641 (EC)

Date Complaint Opened: 12/23/2025

First Licensed: 11/03/2015

Expiration: 11/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2022 – One complaint closed with a $1,000 agreed citation for unlicensed activity.

Complainant purchased a certified pre-owned vehicle on 11/24/20 from another dealership and brought the vehicle to Respondent's franchise dealer service center with around 100,000 miles on it. Complainant filed this complaint for the Commission to determine whether repeated engine failure occurring shortly after a dealership-performed warranty engine replacement, the absence of service records documenting oil sludge, low oil levels, or maintenance neglect, and the handling of the warranty denial comply with applicable consumer protection standards and dealer obligations. Complainant further asks for review of whether Respondent and the manufacturer's warranty administrators properly evaluated and substantiated the basis for denial, including the claim of maintenance gaps, despite documented service history showing Complainant had the oil changed at franchise dealer's service departments at intervals recommended by the manufacturer.

Respondent is unsure as to why Complainant is blaming Respondent for an issue they are having with the manufacturer regarding a 2018 vehicle with almost 125,000 miles. Complainant brought the vehicle to Respondent for issues regarding the engine, which needed to be replaced, and it was replaced by Respondent under an extended warranty. Respondent notes the vehicle later had engine issues after 30,000 more miles had been put on it, and the repair was declined by the manufacturer. Respondent submitted a claim and then applied for a "goodwill" which led the manufacturer to offer to pay for parts if Complainant paid for the labor and maintenance package to ensure the vehicle is serviced in a routine manner. Respondent further argues the vehicle's prior oil changes had been 9,000 miles apart.

Complainant alleges Respondent never communicated any goodwill offer and disputes their claims about the time in between oil changes. Because this happened almost 2

years ago, Respondent does not have any details about when the offer was made to Complainant. Complainant claims they sold the vehicle on 1/8/26 to mitigate further financial hardship. Respondent states that Complainant recently came by and gathered their personal belongings out of the vehicle, removed the license plate, and abandoned it at Respondent's dealership. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

121. 2026000391 (EC)

Date Complaint Opened: 01/05/2026

First Licensed: 11/18/2021

Expiration: 11/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 6/14/25 from Respondent, a used car dealer. Complainant has not received their registration as of 1/5/26, despite being told Respondent had submitted the paperwork and that it had been taken care of. It appears that Respondent told Complainant over and over that the registration would be here "next week" for months, claimed they lost the paperwork and made Complainant fill it out again, and misled Complainant during the entire delay.

Respondent apologized for the delay but provided no details despite being asked numerous times by Counsel. Respondent ignored two emails from Counsel asking about the delay and why they misled Complainant. Complainant asked Respondent numerous times to take the vehicle back and unwind the deal, but Respondent would not allow it and ignored the requests. Respondent dropped the registration paperwork off to the clerk on 1/28/26 and confirmed the vehicle was registered on February 2,

2026. Respondent issued three temporary tags during the delay. Counsel recommends issuing a $1,500 civil penalty for the delay in providing title/registration, plus a $1,000 civil penalty for issuing too many temporary tags, for a total civil penalty of $2,500.

<u>Recommendation</u>: Authorize a $2,500 civil penalty for delay in providing title/registration and issuing too many temporary tags

<u>Commission Decision</u>: Concur.

122. 2026001871 (EC)

2026006501

Date Complaint Opened: 01/10/2026, 01/27/2026

First Licensed: 10/16/2015

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2026001871</u>

Complainant purchased a used vehicle on 8/29/25 from Respondent, a used car dealer, and traded in a vehicle. Complainant alleges Respondent failed to pay off the trade-in vehicle for 134 days.

Respondent explained that Complainant did not disclose the lien during the purchase process despite having multiple opportunities to do so in the transaction paperwork, and the outstanding lien was not discovered during the subsequent verification process. As a result, the trade-in vehicle's negative equity was not applied to the transaction, and Complainant received positive equity, which they were not entitled to.

On 11/3/25, after a thorough review of this account, Respondent informed Complainant that the purchase contracts would be rebuilt to include the lien, resulting in a change to the financing terms due to the inclusion of negative equity from the trade-in vehicle. On 11/25/25, Respondent submitted the payoff to the lienholder, and the updated contracts were finalized and sent to Complainant to sign. On 1/2/26, Respondent decided to restore the original purchase contract and financing terms as an act of goodwill. The reinstatement was completed right after the complaint was filed, and Respondent believes this issue is resolved. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2026006501

Complainant purchased a used vehicle on 1/16/26 from Respondent, a used car dealer. Complainant alleges the vehicle had multiple undisclosed defects, and Respondent routed them to a body shop that could not evaluate the vehicle within the return window. Respondent refused to extend the return window long enough for the issues Complainant was concerned with to be resolved.

Respondent states they did extend the return window past their standard policy and Complainant elected to keep the vehicle even though their issues would not be resolved within that window. Respondent was unable to substantiate Complainant's allegation that there had been a prior accident that caused damage that was undisclosed. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

123. 2026001881 (EC)

Date Complaint Opened: 01/10/2026

First Licensed: 10/13/2015

Expiration: 10/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 1/3/26 from Respondent, a franchise dealer. Complainant alleges the purchase contract was signed under extreme physical/medical distress and contains fraudulent information. Complainant claims they were held by the dealership for over five hours, that they needed medication and food, but Respondent refused to return their keys to the vehicle they were trading in or allow them to finish the next day. Complainant alleges that Respondent inflated the price of the vehicle from $21,000 to over $33,000 using a bait-and-switch tactic. Complainant stated Respondent deliberately used an outdated address instead of the address on their ID to "bypass accurate record-keeping." Complainant states they have visited the sheriff's office twice, contacted the news, and attempted to hire legal counsel, but no one has been able to help them. Complainant believes Respondent and the lender changed their address behind their back, and there is active collusion in refusing to investigate this matter. Complainant further alleges Respondent falsified their income to force the deal through. Complainant wants rescission of the contract.

Respondent denies the allegations, and their video footage from the dealership would show that Complainant was originally at the dealership around 11 am and left within an hour, then returned

Around 6 pm, the transaction was finished, and they left around 8:45 pm. Respondent explained the transaction fully to Complainant, there were never any signs of medical duress, and the sale price of the vehicle never changed. Complainant returned the following Monday and claimed the signature on the sales documents was not theirs, and when they were told the dealership had a video of Complainant signing the documents, Complainant changed their complaints to claim fraud, medical neglect, and duress. Respondent believes this is a case of buyer's remorse. Counsel reviewed the many documents that have continuously been sent in by Complainant for the last

few months up until 4/16/26, including a letter rejecting the Complainant's claim from the Respondent's insurance company, and there is no evidence of any violations. Complainant should pursue any claims of a contractual dispute in civil court. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

124. 2026002701 (EC)

Date Complaint Opened: 01/13/2026

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). 2026 – One complaint closed with a $2,500 civil penalty for failure to respond and failure to provide title and registration within 120 days.

Complainant purchased a used vehicle on 7/12/25 from Respondent, a franchise dealer, and has not received their title/registration as of 1/13/26. Complainant states they have called multiple times and cannot get any updates or responses from Respondent.

Respondent states they were contacted on 1/22/26 and informed that the title had been secured and the registration paperwork had been forwarded to the local clerk. After speaking with Counsel, Respondent reached out to the Complainant to ensure that they were satisfied with the ultimate resolution of the matter. Respondent offered, and the Complainant accepted an additional $500 in consideration for the delay in this matter. Respondent issued 4 temporary tags during the delay, which is 2 more than

allowed by the Dept. of Revenue at this time. Counsel recommends issuing a $3,000 civil penalty for failing to provide a timely title and registration (second offense), plus a $2,000 civil penalty for issuing two more temporary tags than allowed by the DOR, for a total $5,000 civil penalty.

<u>Recommendation</u>: Authorize a $5,000 civil penalty for failure to provide timely title/registration and issuing too many temporary tags

<u>Commission Decision</u>: Concur.

125. 2026005261 (EC)

Date Complaint Opened: 01/16/2026

First Licensed: 06/13/2025

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 11/15/25 from Respondent, a franchise dealer. Complainant had not received their registration and tag as of 1/16/26.

Respondent confirmed the vehicle was registered on 1/23/26. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

126. 2025076631 (EC)

Date Complaint Opened: 12/29/2025

First Licensed: 09/04/2025

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used electric vehicle on 11/4/25 from Respondent, a used car dealer. Complainant lives in Indiana, and when the vehicle was delivered via third-party transport, it allegedly had multiple issues and damage that had not been disclosed by Respondent. Additionally, it had 42 more miles on the odometer than the purchase documents showed. Complainant states the mileage was never corrected on the official paperwork, and they believe this is odometer fraud. Respondent believes it was the result of transporting the vehicle and possibly driving it before it was sent to Complainant in Indiana. Further, Complainant had not received their registration as of 12/29/25. Complainant admits that they were not ignored by Respondent, but felt the communication was slow and required frequent follow-ups. Complainant alleges Respondent erroneously placed the blame on them for the delay in completing all of the paperwork needed to register the vehicle. Complainant received the registration on or around 2/25/26, and it appears they were without a valid temporary tag or registration for 2-3 days.

Initially, Respondent confirmed they had resolved all issues with the Complainant and Complainant agreed. Then, Complainant sent additional information and wanted to continue to pursue the complaint with the Commission. Respondent provided a detailed account of all of their communications with Complainant and their efforts to resolve this matter. Respondent provided a very detailed timeline showing the steps they took from 11/21/25 through 2/25/26 to obtain the registration. Respondent acknowledged that Complainant did not have the best experience with the salesperson who handled the transaction, and Respondent terminated that individual. Respondent admits that the delay in registration was their fault, and they have made corrections to their process to ensure out-of-state documents are sent to customers within three business days of the sale. Respondent has also hired someone to handle out-of-state titles/registrations instead of solely relying on a third-party company. Respondent

issued three temporary tags during the delay. The third temporary tag was issued by their dealership in Utah by an employee who thought the transaction had originated in Utah. Respondent had just opened this dealership two months prior to this sale, and the employee, who was 8 months pregnant and trying to assist the Complainant due to the high stress of this transaction, wanted to make sure Complainant didn't go without a temporary tag. Complainant used the temporary tag for one day before they received the registration. Respondent offered to pay for a repair to the vehicle that they claim will likely cost thousands of dollars, and Respondent offered to buy the vehicle back with no stipulations. Respondent later offered Complainant $2,500 and a mutual NDA.

Complainant filed a rebuttal and argued that Respondent did not offer to buy the vehicle back without stipulations and failed to provide a clear figure for the buyback by 4/8/26. Additionally, Complainant did not think the buyback was a fair resolution because the vehicle has a "Full Self-Driving technology" that is tied to it and cannot be replicated under current manufacturer policies, making it material to whether the refund offer constituted adequate remediation. Counsel made it clear that the details of the FSD technology would need to be discussed with Respondent, and any offer of goodwill or resolutions outside of making sure the registration was completed was outside of the Commission's jurisdiction. Counsel recommends issuing a Letter of Warning for issuing three temporary tags, one more than allowed by law, noting the third temporary tag was issued in error and was used for one day.

<u>Recommendation</u>: Authorize a Letter of Warning for issuing too many temporary tags

<u>Commission Decision</u>: Concur.

127. 2026008151 (EC)

Date Complaint Opened: 02/04/2026

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Auction

History (5 yrs.): None.

An anonymous Complainant filed this complaint against Respondent, a licensed auctioneer. Complainant alleges Respondent is selling vehicles on their lot and leading the public to believe they are a motor vehicle dealer and automobile auctioneer. Complainant attached a picture of Respondent's business, which shows a large sign noting Respondent is an auctioneer and referring to the business in "Auctions and Real Estate." There are typical cars in the parking lot, as well as a few classic cars, but nothing appears to be for sale or is being advertised for sale.

Respondent's attorney provided a very detailed response. Respondent refers to TCA §55-17-109(a)(2)(B), the dealer exception, which states that an auctioneer is authorized to sell vehicles as the agent for a motor vehicle dealer without the requirement that they hold specialized automobile auction credentials or a motor vehicle dealer's license. Respondent further notes that Tennessee law establishes a comprehensive licensing scheme for automobile auctions that distinguishes between different types of auction activities, creating three distinct categories of automobile auction activities, each with different licensing requirements. First, the dealer exception allows licensed motor vehicle dealers to conduct limited auctions using any auctioneer licensed by the Tennessee Auctioneer Commission without additional licensing requirements, as stated in TCA §55-17-109. Second, public automobile auctions operating as commercial enterprises require dual licensing under both motor vehicle and auctioneer commission regulations as stated in TCA §§62-19-102 and 62-19-128. Third, general automobile auctions serving wholesale markets for licensed dealers require automobile auction licenses from the Motor Vehicle Commission under Tenn. Comp. R. & Reg. 0960-01-.16. However, under TCA §55-17-109(a)(2)(B), the dealer exception, an automobile auction license shall not be required if : (A) No more frequently than once a year, the dealer utilizes an auction format to sell used motor vehicles at the dealer's established place of business; (B) The auction is conducted by an auctioneer licensed by the Tennessee auctioneer commission; (C) The motor vehicles are not sold on consignment; (D) A total of not more than fifteen (15) motor vehicles are sold, each of which is at least four (4) model years old; and (E) The dealer provides at least ten (10) days' advance written notification to the commission describing the time and place of the auction as well as the motor vehicles to be sold in the auction" TN ST § 55-17-109. The statute's plain language indicates that when all five conditions are satisfied, a general auctioneer license satisfies the requirement without the need for specialized automobile auction licensing. TCA §55-17-109(a)(2) creates an exception when all five conditions are met, including subsection (8), which requires the auction to be conducted by an auctioneer licensed by the Tennessee

Auctioneer Commission under TCA § 55-17-109. The legislature used clear, unambiguous language indicating that general auctioneer licensing, combined with the other four conditions, satisfies the statutory requirement for dealer exception auctions. The dealer exception was designed to allow legitimate business liquidations without imposing burdensome additional licensing requirements on occasional transactions. The statutory framework creates separate licensing requirements for public automobile auctions versus dealer exception auctions, indicating legislative intent to treat them differently. Public automobile auction licensing applies to commercial auction enterprises, not occasional dealer liquidations covered by the Dealer Exception. The dealer exception provides a practical solution for established motor vehicle dealers who occasionally need to liquidate inventory through auction formats. By limiting the exception to once-yearly auctions of older vehicles at the dealer's established location, the law balances consumer protection with business flexibility. The requirement for advance notice to regulatory authorities ensures appropriate oversight while avoiding burdensome pre-approval processes. A licensed dealer/salesperson hired Respondent to conduct an auction to sell the dealer's used car inventory, and when accepting this job, Respondent understood that the auction would qualify under the dealer exception and that their general auctioneer license qualified them to conduct the sale. After receiving this complaint and reviewing the legal elements of the dealer exception, Respondent has determined that the dealer's request to sell the inventory at the auction is not authorized, and the sale must take place at the dealer's established place of business. Where the elements of the dealer exception could not be satisfied, and Respondent did not hold the joint credentials necessary to conduct a public automobile auction, Respondent contacted the dealer and cancelled the sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

128. 2026000631 (EC)

Date Complaint Opened: 01/06/2026

First Licensed: 11/23/2015

Expiration: 11/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 6/19/20 from Respondent, a used car dealer. Complainant has never been able to register the vehicle because they never received the title despite having paid for the vehicle in full, with cash, on the day of the sale. Complainant alleges they were told the title would be mailed to them, and it never was. Complainant eventually found Respondent on Facebook and tried to get them to communicate about this issue in November of 2024. There is also evidence that Complainant and Respondent have texted about the sale at issue, and it appears Respondent claimed they didn't have an address to send the title to. Then, when Complainant provided an address to Respondent via text, Respondent stated they didn't like being threatened, and when the state sent them a new title, they would "send it to the address they have on file." The Facebook messages between Complainant and Respondent show that Respondent told Complainant they were sending the title to them in November of 2024, which they stated they would do multiple times. On 1/6/26, Respondent told Complainant they had copies of the front and back of the title, and they were waiting on the state to send it to them. However, the respondent later denied having any paperwork or anything on file regarding the sale and would not provide any documentation to the investigator. If the respondent had requested a duplicate title from the state, there would have been evidence of the application, and there is no title or registration history for this vehicle since 2018. The vehicle still shows that it is owned by another Tennessee resident, and the last registration expired in 2018. Additionally, the Department of Revenue's records show this title was surrendered sometime before 2019.

Counsel left a voicemail for Respondent at their dealership requesting a call back and a response to the complaint on 3/5/26. Counsel sent an email to Respondent on 3/5/26, but it appeared the email could not be delivered. Respondent signed the certified mail receipt confirming they received our letter requesting a response to this complaint on 2/19/26. Respondent has failed to respond to this complaint. An investigation was conducted, and when the investigator met with the Respondent, they claimed that they would have handed the Complainant the title the day the vehicle was sold because they claimed they paid cash for the vehicle. Respondent claims they do not have the deal file or any paperwork related to the sale at issue.

The investigation revealed the Bill of Sale shows the vehicle was purchased from a

different licensed dealership that was owned by Respondent. However, Respondent issued a paper temporary tag to the vehicle instead of issuing the temporary tag from their dealership listed on the Bill of Sale. After the investigator showed Complainant pictures of Respondent's dealership and the other dealership, which was listed on the Bill of Sale, and Complainant confirmed they purchased the vehicle from the dealership listed on the Bill of Sale. Respondent made many conflicting statements during the investigation, including arguing they didn't own the dealership at the time the vehicle was sold to Complainant, and then admitting to selling it after the investigator showed them evidence proving they sold it. Respondent also argued the complaint should have been filed against the other dealership, which they claimed they didn't own, which Respondent closed in 2021 and did own at the time of sale. However, Counsel would argue that Respondent is responsible for the sale at issue because they issued a temporary tag to the vehicle. Additionally, Respondent failed to respond to this complaint despite proof that they received it, which led to a costly investigation. Counsel recommends issuing a $1,000 civil penalty for failure to respond within 30 days, a $1,000 civil penalty for failure to produce business records, plus a $1,500 civil penalty for false, fraudulent, and deceptive acts for issuing a temporary tag to a vehicle sold by another dealership, for a total civil penalty of $3,500.

Recommendation: Authorize a $3,500 civil penalty for false, fraudulent, and deceptive acts, failure to produce business records, and failure to respond within 30 days

Commission Decision: Concur.

129. 2026000911 (EC)

Date Complaint Opened: 01/07/2026

First Licensed: 11/04/2020

Expiration: 03/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with $3,000 civil penalty for issuing more temporary tags than allowed. One complaint closed with letter of warning for failure to respond to the Commission's request for a response to a complaint. 2025 – One complaint closed with a $1,000 civil penalty for engaging in false, fraudulent, or

/deceptive practice(s).

Complainant purchased a used vehicle on 6/13/25 from Respondent, a franchise dealer. Complainant's vehicle was registered by Respondent on or around 8/19/25, but they allege they have not received the title as of 1/7/26. Complainant paid with cash in full for the vehicle at the time of sale.

Respondent sent in the title and registration documents to their local county clerk, which were processed on 8/19/25. The clerk then sends the title to the owner (Complainant) using the mailing address listed in the registration record, and it appears the clerk may not have used the apartment number correctly. Respondent had instructed Complainant to call the clerk when they were notified that they had not received the title. A duplicate title was issued by the State on 1/9/26. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

130. 2026004441 (EC)

Date Complaint Opened: 01/16/2026

First Licensed: 11/04/2020

Expiration: 03/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2023 – One complaint closed with $3,000 civil penalty for issuing more temporary tags than allowed. One complaint closed with letter of warning for failure to respond to the Commission's request for a response to a complaint. 2025 – One complaint closed with a $1,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s).

Complainant purchased a used vehicle on 7/20/22 from Respondent, a franchise dealer. Complainant claims the transaction involved a large down payment, multiple-layered contract documents, and a resulting total sale price and finance obligation that were significantly higher than what the Complainant and their mother reasonably understood or believed they were agreeing to at the time of signing. Complainant claims the negotiated sale price was $35,000, and they made a $25,000 down payment. Complainant notes that the service contract, doc fee, and finance charges were added and made the amount owed much higher than they agreed upon. Complainant argues that the real issue concerns the fairness, clarity, and presentation of the transaction as actually understood by a consumer, particularly in light of the large down payment and the resulting total obligation. Complainant argues that a reasonable consumer making a $25,000 down payment on a vehicle represented to cost $35,000 would not reasonably expect the total obligation to rise to more than $52,000 without a very clear, direct, and understandable explanation. The Complainant does not believe a consumer's understanding of the transaction should be reduced solely to signatures on forms rather than the actual fairness and transparency of the sales process.

Respondent states that the transaction was conducted in full compliance with applicable laws and standard dealership practices. Respondent believes Complainant is misreading the Retail Purchase Agreement and Retail Installment Contract after several years of completing the transaction. Respondent laid out all of the financial details of the transaction, the amount financed after down payment, and the $5,190 service contract Complainant voluntarily purchased, and the Reg. Z Truth in Lending Disclosure information, making it clear that the amount being paid out would be $52,789.84. Everything was itemized on the documents signed by Complainant. Respondent argues that nothing about any of the foregoing changes the transparency of the starting Cash Purchase Price of the Vehicle being $35,000 or the $25,000 Down Payment, noting all of the foregoing is accurate on the transaction documents and perfectly and accurately disclosed. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

131. 2026001271 (EC)

2026008351

2026011361

Date Complaint Opened: 01/07/2026, 02/05/2026, 02/18/2026

First Licensed: 05/27/2011

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a $1,000 civil penalty for false, misleading, or deceptive advertising.

2026001271

Complainant purchased a used vehicle on 10/17/25 from Respondent, a franchise dealer. Complainant alleges another franchise dealer who was doing work on the vehicle told them there was evidence the vehicle had been underwater, and the electrical issue was no longer covered by warranty. Respondent told Complainant they should have brought the vehicle to their service department, and Complainant reminded them that they "weren't interested in doing it." Complainant wants Respondent to buy the vehicle back or give them a written transferable warranty for five years' coverage on anything that could be caused by flooding, bumper-to-bumper.

Respondent represented the vehicle based on all information available to them and provided a clean Carfax history report, which did not indicate any history of water or flood damage. Respondent requested information from the other franchise dealer, who advised Complainant that there could have been flood damage. Respondent relies on the data reported, along with their inspection process, when offering vehicles for sale. If new information has come to light that was not previously reported or discoverable, Respondent is willing to review it in good faith. Respondent has asked for objective documentation, like an insurance claim or branded title history, and has not received it. Respondent further notes they do not represent the condition of used vehicles, and this vehicle was sold as-is.

Complainant filed a rebuttal, which argues the pictures provided to Respondent, who allegedly cut off communication with them after receiving the pictures, show rust and

silt under the floor coverings and behind the dash. The evidence was only discovered when the other dealer dismantled the interior. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

<u>2026008351</u>

Complainant received a scratch-off mailer on 12/4/25 from Respondent, a franchise dealer. Complainant alleges the mailer showed that they had won $2,000, and Respondent is refusing to pay the winnings. Complainant called Respondent and was told the prize indicated is not the actual prize, the matching numbers do not mean the prize shown is the prize awarded, and all non-grand prize confirmation numbers receive only $5 regardless of the match result shown on the mailer card. If Complainant had gone to the dealership to claim the prize they believed they won, and which the mailer made it seem like they won, they would have made a two-hour round trip for $5, which was not shown on the mailer. The mailer game piece stated, "Match to Win" and displayed "777" symbols on both sides corresponding to a $2,000 cash prize. Respondent misrepresented the prize and informed Complainant that the matching symbols do not actually determine the prize. Under the matching symbols, it states, "To play, simply lift tabs on card. If you have a matching pair, you win! Winners, call [phone number] – confirmation code [another 8-digit number that you provide when calling] Then proceed to dealership to claim your prize." Then, in another location at the bottom of the card, it states, "Order of winning symbols does not match order of winning prizes. Confirmation code determines actual prize won." The card contradicts itself and would be confusing to any consumer reading it and trying to determine if they won the prize that they appeared to win, whether the phone call would determine the prize, and whether they need to go to the dealership to determine what the prize is.

Respondent's attorney provided a response arguing the complaint should be dismissed because the Complainant has not been harmed, specifically because Respondet informed them that they did not win the prize the mailer showed they won. Counsel would argue that it is an admission that the mailer is misleading and confusing.

Respondent further argues that the mailer was sent by a third-party advertising agency, and they didn't know the mailers had been sent out. Respondent told the agency to cease and desist all future mailers, which Counsel would argue is further confirmation that the mailers are a problem. Respondent also argues that the mailers include appropriate disclaimers to inform recipients that the figures on the tabs and the corresponding "WIN" amount do not govern the winnings, but it is instead the confirmation code that determines the winnings. Counsel argues that disclaimers must be clear and not contradictory to the dominant message of an advertisement. Additionally, the mailer is a deceptive promotional prize scheme and an inducement to consumers to travel to the dealership under a representation of winning a considerable prize, which can be considered an ascertainable loss of time, effort, and reliance, which is a violation of the Consumer Protection Act. Counsel recommends issuing a $5,000 civil penalty for misleading and deceptive advertising, which is consistent with past civil penalties for similar mailers and first-time offenses of this nature.

<u>Recommendation</u>: Authorize a $5,000 civil penalty for misleading and deceptive advertising

<u>Commission Decision</u>: Concur.

<u>2026011361</u>

Complainant alleges that Respondent, a franchise dealer, told them they would sell them a vehicle, but ended up selling it to someone else who put a deposit down. Complainant alleges they signed paperwork that was "binding," but did not produce any documentation to support the allegation despite being asked to provide it by Counsel.

Respondent states that Complainant refused to put a deposit down on the vehicle and was told it would continue to be offered for sale to other customers. Complainant continued to visit the dealership to "think" about purchasing the vehicle, but no paperwork was ever signed. Counsel recommends closure.

<u>Recommendation</u>: Close

Commission Decision: Concur.

132. 2026001321 (EC)

2026005161

Date Complaint Opened: 01/06/2026, 01/20/2026

First Licensed: 12/28/2001

Expiration: 03/31/2026

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

2026001321

Complainant purchased a used vehicle on 9/7/25 from Respondent, a used car dealer, and alleged they did not have their title or registration as of 11/17/25.

Respondent states they originally mailed the title to Complainant on 11/4/26 and provided a copy. Respondent used a service called Pony Express to mail it and had to contact them multiple times about the fact that Complainant had never received it. Respondent went to the business and picked up the title on 11/17/26, and Complainant picked up the title for registration the next day. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2026005161

Complainant purchased a used vehicle on 6/16/25 from Respondent, a used car dealer. Complainant provides a detailed account of the back and forth between them and the dealer about repairs that needed to be done to the heater core after the car overheated less than 2 days after purchase. Complainant alleges that Respondent told them to bring the car in and they would fix it over the weekend on 10/24/26, and claims that Respondent did nothing while they had the vehicle. Complainant alleges that Respondent then told them they were not responsible for any repairs. Complainant claims Respondent was not consistent in their communication about the title and accepting payment from the Complainant to pay off the car. Once Complainant paid off the vehicle, which was 4 months early, Respondent allegedly claimed they would work with Complainant to make repairs. Complainant claims the vehicle died on the highway around 11/14/25, and Respondent has not responded to Complainant's communications about the repairs or the title and registration. Complainant's second temporary tag expired in December of 2025, and they have not received the title or registration as of 3/5/26. Complainant further alleges that Respondent has denied responsibility for repairs after they filed a claim against the surety bond, and Respondent is claiming that they sent the title to Complainant on 11/20/25. Complainant confirms the vehicle was sold as-is, but under their belief, it was sold in good faith and good working condition.

Respondent claims they provided all signed paperwork to Complainant on the day of the sale. Respondent states they understood Complainant needed a cheap car for work, doing deliveries, and there were no known issues at the time. Respondent states they told Complainant they are not a repair shop and provided information for a mechanic they use, and denies ever stating they would make repairs. Respondent confirms Complainant paid the vehicle off on 11/12/25. Respondent called Complainant on 11/15/25 and left a voicemail asking the Complainant to let them know if they wanted to pick up the title, but when the Complainant did not return the call, the title was mailed to Complainant on 11/20/25. Respondent issued three temporary tags to the vehicle. Respondent provided the Bill of Sale, the Florida Rebuilt Title, the signed rebuilt disclosure form, and the surety bond letter denying the claim related to repairs. Counsel recommends issuing a $1,000 civil penalty for issuing three temporary tags.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for issuing too many temporary tags

Commission Decision: Concur.

133. 2026006471 (EC)

2026005891

2026007381

Date Complaint Opened: 01/27/2026, 01/23/2026, 01/31/2026

First Licensed: 10/15/1998

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

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

2026006471

Complainant purchased a used vehicle on 12/22/25 from Respondent, a franchise dealer. Complainant alleges Respondent refused to process a "legally mandated" refund for a vehicle services contract.

Respondent states the Maintenance Contract, a pre-paid maintenance program, was sold under a contract that clearly states that a refund will be granted only if the vehicle is deemed a total loss. The provider of the maintenance services under the contract is the manufacturer, and the dealership doesn't have unilateral authority to cancel it. Despite these facts, Respondent has contacted the manufacturer to request that an exception be made for Complainant, 0 and they were working towards trying to help Complainant when the complaint was filed. Counsel recommends closure.

Recommendation: Close

<u>Commission Decision</u>: Concur.

<u>2026005891</u>

Complainant purchased a used vehicle on 11/17/25 from Respondent, a franchise dealer. Complainant alleges they had not received the title so they can register the vehicle in Florida as of 1/23/26. Complainant then updated Counsel and confirmed they had received the title as of 2/21/26 and no longer wanted to pursue this complaint. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

<u>2026007381</u>

Complainant purchased a used vehicle on 10/3/25 from Respondent, a franchise dealer. Complainant had not received their registration as of 1/31/26, and their second temporary tag expired on 1/31/26.

Respondent states they sent the registration paperwork to the clerk's office on 11/21/25, and it was rejected. Respondent claims they did not receive the paperwork back from the clerk until 1/19/26. Respondent notified Complainant and sent the corrected paperwork back to the clerk's office on 1/20/26. The vehicle was registered on 2/2/26 and was mailed directly to Complainant. Counsel recommends closure, considering the registration was completed just a few days after the second temp tag expired.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

134. 2026007071 (EC)

Date Complaint Opened: 01/29/2026

First Licensed: 12/02/2022

Expiration: 11/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges that Respondent failed to honor the online-advertised price of a vehicle for sale at their dealership. Specifically, there was a $1,000 increase to the advertised price, which Respondent stated was a "financing contingency," and the advertised price was only available to consumers using dealer-arranged financing. Additionally, Respondent charged a $289 ROAD fee in addition to a $998 doc fee and the typical tax, tag, and title fees. Respondent refused to honor the advertised price.

Respondent argues that the advertised price was the retail price, and it was clearly disclosed that the price could be $1,000 less if a consumer were to use dealer-arranged financing. Respondent has changed the way they advertise their vehicles and no longer include the dealer-arranged financing discount to avoid the possibility of advertising violations. Respondent also argues that the ROAD fee represents a value-added product/service and any purchaser would have the right to negotiate the presence of add-ons on a Buyer's Order, which is the document Complainant is relying on in their complaint, not a Bill of Sale. Counsel recommends issuing a $500 civil penalty for charging consumers a $289 ROAD fee in addition to the advertised price of a vehicle.

<u>Recommendation</u>: Authorize a $500 civil penalty for advertising violation.

<u>Commission Decision</u>: Concur.

135. 2026009391 (EC)

2026009981

2026010031

Date Complaint Opened: 02/10/2026, 02/11/2026

First Licensed: 11/16/2018

Expiration: 10/31/2022 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2026009391</u>

Complainant is a resident of California and alleges suspected interstate wire fraud involving the purchase of a motor vehicle. Complainant wired $21,000 to an LLC for the purchase and delivery of a 2015 Porsche Cayman GTS. Complainant alleges the transaction involved Respondent, a used car dealer who has been closed with an expired license since 2022. Complainant never received the vehicle, and no refund has been issued. The LLC stopped responding to Complainant once the wire transfer cleared. Complainant filed a complaint with the same information and documentation with the Attorney General in Tennessee and Florida, the Federal Trade Commission, and the FBI's Internet Crime Complaint Center.

Respondent's dealership has been closed since 2022. Respondent states they terminated their website, and it has been several years since they let go of the domain name being used to sell cars in this scam. Counsel believes this is an internet scam that does not involve the actual dealership. Counsel recommends closure and referring this complaint to the FBI's Cyber Crimes Unit.

<u>Recommendation</u>: Close and refer to FBI's Cyber Crimes Unit

Commission Decision: Concur.

2026009981

Complainant is a resident of New Jersey who purchased a vehicle from the website that was once Respondent's dealership website prior to their closure. Complainant wired $10,000 to the seller, who claimed to be the Respondent's dealership, and never received the tractor.

Respondent's dealership has been closed since 2022. Respondent states they terminated their website, and it has been several years since they let go of the domain name being used to sell cars in this scam. Counsel believes this is an internet scam that does not involve the actual dealership. Counsel recommends closure and referring this complaint to the FBI's Cyber Crimes Unit.

Recommendation: Close and refer to FBI's Cyber Crimes Unit

Commission Decision: Concur.

2026010031

Complainant is a resident of Arizona who filed this complaint to notify the Commission that they believe someone is using Respondent's dealership name and posing as an online auction to scam consumers looking to bid on vehicles. Complainant did not purchase a vehicle or send any money to the seller.

Respondent's dealership has been closed since 2022. Respondent states they terminated their website, and it has been several years since they let go of the domain name being used to sell cars in this scam. Counsel believes this is an internet scam that does not involve the actual dealership. Counsel recommends closure and referring this

complaint to the FBI's Cyber Crimes Unit.

Recommendation: Close and refer to FBI's Cyber Crimes Unit

Commission Decision: Concur.

136. 2026003191 (EC)

Date Complaint Opened: 01/14/2026

First Licensed: 02/08/2002

Expiration: 01/31/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a new vehicle from Respondent, a franchise dealer, and found it to have some previously repaired damage which was never disclosed.

Respondent did notice the front bumper needed some minor touch-up. Respondent repaired it at no cost to Complainant, but they were unhappy with the issue, so Complainant has since exchanged the vehicle for another at no additional cost. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

137. 2026008511 (EC)

Date Complaint Opened: 02/05/2026

First Licensed: 05/15/2006

Expiration: 04/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in October 2025 from Respondent, a used car dealer, and alleges they have not provided the tag and registration as of 2/5/26.

Respondent states Complainant dropped off their vehicle to be inspected on 11/15/25 and was behind on their payments at the time, and promised to bring their account current on 12/11/25. Respondent was waiting for Complainant to make their payments owed before they performed the inspection. Respondent did not hear from Complainant until 12/22/25 when they provided notice the had filed for Bankruptcy. Respondent then contacted Complainant's attorney and explained they had the vehicle, and they weren't sure if 2026005261Complainant was going to pick it up. Respondent had to reach out to Complainant's attorney again on 2/5/26 because they never heard back, and Complainant eventually picked up the vehicle that afternoon. Then, Complainant's attorney emailed Respondent to say the temporary tag had expired. Respondent informed the attorney that Complainant could come pick up the tag and registration at their convenience, as it was waiting for pickup. Complainant picked it up on 2/6/26. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

138. 2026009121 (EC)

Date Complaint Opened: 02/09/2026

First Licensed: 05/12/1998

Expiration: 03/31/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 12/31/25 from Respondent, a franchise dealer, and traded in a vehicle. Complainant alleges that Respondent's first offer had the sales tax inflated by $758 (Kentucky sales tax), then somewhere between the sale and entering the finance office, they changed the trade-in to $10,000 from $12,000 and removed the sales tax.

Respondent states they did not collect sales tax because Complainant, an out-of-state customer, would be registering the vehicle and paying tax at that time in their state of residence. Respondent argues that it is not unusual for deal structures to be adjusted during negotiations as figures are reviewed and finalized. The final transaction documents reflected the agreed-upon terms at the time of purchase. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

139. 2026009721 (EC)

Date Complaint Opened: 02/09/2026

First Licensed: 08/08/2008

Expiration: 01/31/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant leased a used vehicle on 10/25/23 from Respondent, a used car dealer that uses a "rent-to-own" business model. Complainant sent a Formal Demand for Disclosure and Accounting to Respondent prior to filing this complaint, requesting owner information, itemized payment history, and accounting ledger related to her payment history, documentation of any modified payment terms, and clarification of whether the transaction was a lease, rental, or rent-to-own arrangement. Complainant claims Respondent did not provide the documentation and responses they requested, which led to this complaint being filed. Complainant claims this failure raises concerns about Respondent's compliance with the Commission's laws and record-keeping requirements. Complainant does not provide further details or documentation to support the allegations and asked that the Commission conduct an investigation to determine whether Respondent has violated any laws.

Respondent states they did send Complainant "exactly what they needed to send her," and that was a copy of the initial lease and the payment history, which showed Complainant was behind on payments by six weeks at that time. The documents sent to Complainant showed that Respondent is the lessor. Complainant called Respondent over a year ago and tried to negotiate the terms of the lease, but their requests were denied. Complainant asked for the dealership's owner's personal information, which was also denied. Respondent believes Complainant is upset because they did not accept their verbal offer to pay out of the lease. Complainant has been in compliance with their payments since the documentation was sent. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

140. 2026003971 (EC)

Date Complaint Opened: 01/16/2026

First Licensed: 11/12/2008

Expiration: 10/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2024 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s) related to delay in providing title and registration

Complainant purchased a new vehicle on 10/13/25 from Respondent, a franchise dealer. Complainant is a resident of California and had not received the registration as of 1/16/26 and claims it has caused them ongoing financial losses because the vehicle is used for their business.

Respondent states they worked diligently throughout the process of registering the vehicle in California for Complainant. First, Respondent sent the registration and titling documents to their out-of-state processing agency on 11/3/25. That agency told Respondent that California requires vehicles to undergo SMOG inspections prior to completing registration, so Complainant completed that, but only provided a copy of the report. California requires the original SMOG certificate of inspection, and Respondent claims they contacted Complainant on multiple occasions to request the original inspection report so they could proceed with registration. Respondent received the original report on 12/22/25 and submitted it. Respondent was then notified on 12/30/25 that California required a revision to the transaction paperwork regarding the Complainant's business name, and the Complainant completed the corrected documentation on 1/12/26. California finalized the registration on 1/16/26. Respondent issued two temporary tags to the vehicle during the delay. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

141. 2026004281 (EC)

Date Complaint Opened: 01/19/026

First Licensed: 06/10/2021

Expiration: 05/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant claims they were threatened by Respondent, a used car dealer, that if they did not make a payment in full on the vehicle they purchased or tell them where the vehicle was located, Respondent would file charges for hindering a secured creditor.

Respondent states Complainant was incarcerated from November 2024 to May 2025, which caused them to get behind on their payments. Respondent notes that Complainant had always been a "model" customer before this, so they were willing to work with them through this situation. Complainant's sister kept in contact with Respondent during the incarceration and agreed to make payments and keep up with the required insurance on the vehicle. When Complainant was released, they promised to get insurance on the vehicle and make a payment by 5/23/25. Complainant disabled the GPS service on the vehicle on 5/26/25, and took the vehicle to another city, and they had not obtained insurance on the vehicle or paid the amount overdue of $1,120 as of 6/13/25. Complainant told Respondent where they could come pick up the vehicle, and once Respondent's driver arrived at the agreed-upon location, Complainant stopped responding to all attempts to communicate. Complainant continued to refuse to make the payment for the amount overdue, actively avoided repossession attempts, and then filed this complaint when Respondent decided to file charges against them. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

142. 2026005041 (EC)

Date Complaint Opened: 01/20/2026

First Licensed: 08/30/2004

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a $3,000 civil penalty for issuing more temporary tags than allowed.

Complainant purchased a used vehicle from Respondent, a used car dealer, more than a year ago. Complainant alleges the vehicle broke down within an hour of driving it. Complainant also alleges they have not received the title to the vehicle as of 1/18/26. Complainant claims Respondent can't produce legal repossession documents for the vehicle, which are required to get the title.

Respondent confirms the Complainant successfully registered their vehicle on 1/30/26. Respondent states that all paperwork required for registration was provided to Complainant at the time of sale. Respondent states Complainant misplaced the Certificate of Sale under Special Conditions, which prevented their local clerk from processing the transfer and registration. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

143. 2026005881 (EC)

Date Complaint Opened: 01/21/2026

First Licensed: 08/23/2007

Expiration: 07/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a franchise dealer. Complainant had to have the windshield replaced right after the purchase and alleges that Respondent failed to disclose the damage to it. Additionally, Complainant alleges Respondent knew the problem area had already been patched with resin and they just detailed over it. Complainant alleges the service manager told them that it was not the dealership's problem, but was personally very apologetic about the situation.

Respondent claims they performed a multi-point inspection on every vehicle prior to sale, and during the negotiation process, all parties inspected and drove the vehicle to make sure there were no issues. Respondent denies concealing any issues on the windshield, and there is no evidence to prove Complainant's allegations. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

144. 2026010641 (EC)

Date Complaint Opened: 02/16/2026

First Licensed: 02/12/2002

Expiration: 10/31/2026

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). 2024 – One complaint closed with a letter of instruction for failure to inform Complainant that their vehicle was ready or pick-up after repairs.

Complainant purchased a used vehicle on 1/3/26 from Respondent, a franchise dealer. Complainant made a $1,500 down payment and took possession of the vehicle after

being informed that financing was approved. On 1/19/26. Respondent contacted Complainant and demanded that they return to sign new paperwork that included higher monthly payments, a higher interest rate, and an additional down payment. Respondent alleged fraud regarding income verification, but did not provide lender documentation supporting those claims. Complainant declined the revised terms and returned the vehicle on 1/23/26 and alleges that Respondent will not return the full down payment and attempted to condition a partial refund upon the execution of a settlement agreement and admissions. The proposed settlement agreement offers a refund of $1,000 to Complainant and claims the lender, who had provided conditional approval for the loan, believed Complainant provided self-generated pay stubs from an internet website that were not employer-issued; therefore, the income could not be verified, and the loan was declined. Complainant had driven 708 miles while they had the vehicle, so Respondent would keep $500 in order to settle any disputes or claims with regard to the transaction. Complainant provided a copy of the Conditional Delivery Agreement.

Respondent appropriately argues that Complainant signed documents that clearly stated Respondent had the right to retain the deposit if the contract is cancelled or rescinded and if any representations made are false or incorrect in connection with the purchasing or financing contract. Respondent states Complainant overstated their income by $43,000 a year, and provided a fraudulent pay stub which showed a total income of over $56,000 for the last year. Once the Respondent discussed the problems with the Complainant regarding their W-2, which showed the real income to be just over $14,000 for the last year. Respondent is prepared to defend their actions in court, as Complainant is threatening to file a claim in General Sessions. Respondent provided documentation to support their response and the lender's denial. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

145. 2026012821 (EC)

Date Complaint Opened: 02/25/2026

First Licensed: 12/21/1999

Expiration: 08/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a franchise dealer. Complainant alleges the dealership told them the vehicle came with a lifetime powertrain warranty, but they later found out that was not true. Respondent acknowledged the salesperson made a mistake regarding the warranty and offered them $500, or they would take the car back and provide a refund.

Respondent explains that this was an honest mistake and there was no malintent. Respondent attempted to correct the mistake by asking another company to put a lifetime warranty on the vehicle, but they would not do so. Respondent states Complainant was extremely combative, cursed at the employees at the dealership, and refused to accept any offer to make this right. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

146. 2026013211 (EC)

Date Complaint Opened: 02/25/2026

First Licensed: 04/16/2021

Expiration: 04/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant brought their vehicle to Respondent's service center on 11/3/25, and it is still there as of the beginning of March. Respondent is a franchise dealer. Complainant alleges that Respondent has caused multiple failed repairs and claims the vehicle is in worse condition now. Complainant provided very detailed information about communications with the service center during the last three months. Complainant received a written estimate of $5,100 for more necessary repairs, which they claim is an unfair, unexpected increase of $2,995. Complainant alleges Respondent has tried to eliminate evidence of damage, claimed to call the warranty company about the ECM but didn't, refused to provide a new diagnostic report, among other things that deal with the service center and warranty work.

Respondent denies the allegations and states they followed the proper procedures and policies for warranty repairs since the vehicle has been in their possession. The diagnostic reports Complainant is asking for do not exist because the diagnostic comes up as a diagnostic trouble code, and then the mechanic follows the code diagnostics to get to the root cause. Respondent states they followed the manufacturer's instructions and only worked on problems that were found during the processes that the manufacturer had them do. Respondent did get the manufacturer's technical assistance involved and also followed their directions. When it got to the point that the manufacturer wanted Respondent to tear down the engine, the Complainant refused to allow that because they didn't want to be responsible for those costs in case the extended service contract didn't cover the repairs. Respondent provided the finished repair order, the revised estimate, and the warranty has approved all work performed so far. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

147. 2026014131 (EC)

Date Complaint Opened: 03/02/2026

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 on or around 1/6/26 from Respondent, a used car dealer. Complainant alleges they have not received the title as of 3/2/26.

Respondent admits that this one "slipped through the cracks" and once they were alerted to this complaint, they took action to contact the Complainant and explain the situation. Respondent registered the vehicle on 3/4/26 and notified Complainant that they will receive the title from the State in a few weeks. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

148. 2026005901 (EC)

Date Complaint Opened: 01/23/2026

First Licensed: 09/06/2013

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on or around 4/1/23 from Respondent, a used car dealer. Complainant alleges the vehicle was salvaged and that Respondent washed the title. Complainant alleges they cannot refinance the vehicle with most lenders because of Respondent's actions and deception. Complainant claims that an insurance

company declared the vehicle a total loss in March of 2023, right before they bought it.

Respondent bought the vehicle back from Complainant after verifying the issue with the title. Respondent was not aware of this title issue prior to the sale and provided a clean title to Complainant. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

149. 2026005911 (EC)

Date Complaint Opened: 01/23/2026

First Licensed: 02/18/2025

Expiration: 02/28/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on or around 10/25/25 from Respondent, a used car dealer. Complainant alleges Respondent failed to provide them with certain repossession paperwork that is required for Complainant to get a title to the vehicle in Kentucky, however Respondent did provide them with what appears to be a clean title, properly endorsed by Respondent. Complainant is demanding that Respondent provide them with a repossession affidavit and claims Respondent is not communicating with them.

This complaint was sent to Respondent via email and regular mail on 1/27/26, which was not returned. The complaint was then sent via certified mail on 3/10/26, and it appears Respondent refused to claim the certified mail. Counsel recommends issuing a $1,000 civil penalty for failure to respond within 30 days. If the Respondent provides a

response after this is presented to the Commission, which reveals violations, Counsel will represent the complaint with more information. However, there is no evidence to support Complainant's allegations at this time, therefore Counsel chose not to move forward with an investigation.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for failure to respond

<u>Commission Decision</u>: Concur.

150. 2026007041 (EC)

Date Complaint Opened: 01/29/2026

First Licensed: 12/12/2011

Expiration: 01/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a letter of warning for late delivery of registration.

Complainant purchased a used vehicle on 5/29/24 from Respondent, a franchise dealer. Complainant states that they arrived to the dealership with pre-approved financing from a credit union. Complainant alleges that Respondent told them that the lender would "not accept the vehicle," that they would find financing, but they allegedly only sent their application to one lender. Complainant alleges they were falsely told the lender required a $4,000 down payment, GAP coverage, and a warranty. Complainant claims they did not sign the credit card receipt for the down payment made, alleging a salesperson signed it, and alleges roadside assistance was added to the deal without their knowledge. Complainant further claims they did not sign the contract and sales documents. Complainant alleges they have been lied to, harassed, and threatened while spending the last year attempting to remedy the situation. Complainant wants to keep the vehicle and have Respondent pay their loan off, surrender the title to the vehicle to them, and return their down payment. Complainant provided a lot of documentation as well as audio of interactions with Respondent.

Respondent offered to rescind the deal and provide a refund of all monies paid by Complainant, but Complainant wants to retain possession of the vehicle. Respondent cannot provide a free vehicle to Complainant, but will use this complaint to improve its customer service, and regrets that the parties could not reach an agreement that would satisfy Complainant. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

151. 2026007471 (EC)

Date Complaint Opened: 02/01/2026

First Licensed: 09/01/1991

Expiration: 02/29/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

On 6/6/23, Complainant towed their vehicle to Respondent's service center. Respondent is a franchise dealer. Complainant had an extended warranty that approved the replacement of the engine. Complainant picked up the vehicle after the repairs were completed in December of 2023, and claims the vehicle began to have issues again in March of 2024. Complainant took the vehicle to another franchise dealer in Missouri, where they live, and they diagnosed the problem to be a blown motor. Complainant claims there is a 2-year warranty on the motor that Respondent installed but states Respondent would not return their calls, or the calls made by the service center in Missouri. Complainant alleges Respondent has ghosted them and is thereby refusing to honor the warranty on the motor they installed.

This complaint was sent to Respondent via regular mail and email on 2/3/26. Then the

complaint was sent via certified mail on 3/19/26, and the certified mail receipt was signed by Respondent confirming delivery. Respondent has failed to respond. Counsel recommends issuing a $1,000 civil penalty for failure to respond within 30 days. If the Respondent provides a response after this is presented to the Commission, which reveals violations, Counsel will represent the complaint with more information. However, there is no evidence to support Complainant's allegations at this time, therefore Counsel chose not to move forward with an investigation.

<u>Recommendation</u>: Authorize a $1,000 civil penalty for failure to respond

<u>Commission Decision</u>: Concur.

152. 2026011121 (EC)

2026020181

Date Complaint Opened: 02/18/2026, 03/23/2026

First Licensed: 09/28/2017

Expiration: 09/30/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2026011121</u>

Complainant purchased a used vehicle on 4/26/25 from Respondent, a used car dealer, and alleges they have not received the title as of 2/17/26. Complainant alleges Respondent had no concern for this issue and did not return calls or provide updates about the delay despite repeated inquiries. Complainant elected not to follow through with the financing she originally applied for and ended up paying off the vehicle on 5/22/25.

Respondent denies that Complainant made repeated inquiries about the status of their title. Respondent registered the vehicle soon after the sale, but submitted the deal to the lender, and when the loan was approved. Complainant never completed the “welcome call” required by the lender within 30 days of the contract, so the deal never funded. Respondent provided texts showing they reached out to Complainant multiple times over the course of at least two weeks, reminding Complainant to complete the steps required by the lender to finalize the loan, but Complainant did not respond during that time. Eventually, Respondent had to tell Complainant that they needed to pay for the balance in full by 5/21/25 or they would have to report the car stolen if they could not locate it for repossession. Respondent claims there was a “state audit,” and they had to hand over the deal file for this transaction, which is part of the reason they did not resolve the title issue sooner. Respondent also admits that there was an internal error that occurred when the Complainant paid off the vehicle in full, and it did not register internally, so the lender was still in possession of the title at the time this complaint was filed. Respondent didn’t mail the title to Complainant until 3/16/26, almost a year after they paid the vehicle off. Respondent claims this was a “one-off” situation. Counsel does not recommend a civil penalty for this delay because the vehicle was registered in a timely manner, and the lender was at fault for keeping the title when they did not fund the deal. Counsel recommends issuing a Letter of Warning for failure to provide the title within a reasonable amount of time.

Recommendation: Letter of Warning for delay in providing title.

Commission Decision: Concur.

2026020181

Complainant purchased a used vehicle on 2/26/26 from Respondent, a used car dealer, and alleges the mileage was incorrect. Complainant has made repairs to the vehicle and wants to trade it for another car or return it and get a refund for the amount paid plus the maintenance costs he has paid for.

Respondent investigated the allegations and denied that the mileage was incorrect, noting that the lender who financed the vehicle also checks the mileage before approval. Respondent believes there was an error with the mileage listed on the

Carfax at some point prior to the dealership buying the vehicle, but notes that the Carfax is not a legal document, and the mileage was correct on the vehicle and the title. Respondent argues that the Complainant is upset that they cannot trade the vehicle due to their poor credit history and the lender's refusal to finance another sale. Complainant also filed a police report and Respondent states the detective closed the case without action because there was no evidence of any wrongdoing. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

153. 2026015101 (EC)

Date Complaint Opened: 03/05/2026

First Licensed: 02/21/2024

Expiration: 02/29/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): 2025 – One complaint closed with a letter of warning for failure to timely respond to the Commission's request for a response to a complaint.

Complainant purchased a used vehicle on 1/5/26 and alleges they have not received the title as of 3/5/26. Complainant further alleges the vehicle is unsafe to drive and has issues that are now preventing it from starting, but Complainant admits to signing the document acknowledging it was sold as-is.

Respondent was holding on to the title because Complainant had failed to pay the initial amount owed as promised. Respondent allowed Complainant to take possession of the vehicle based on their promise to make a payment within 1-2 weeks, which did not occur. Counsel explained that in the future, Respondent cannot withhold the title and registration documents for any reason and needs to initiate repossession

procedures or wait until a consumer has paid the amount owed at the time of sale to let them take possession of the car. Respondent confirmed this is not their normal business practice, and they were trying to help Complainant out at the time of sale, and immediately sent the title to Complainant on 4/1/26 so they could register their vehicle. Counsel recommends closure.

<u>Recommendation</u>: Close

<u>Commission Decision</u>: Concur.

154. 2026017231 (EC)

Date Complaint Opened: 03/12/2026

First Licensed: 03/13/2000

Expiration: 02/29/2028

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a resident of Texas who began an online transaction on 3/2/26 with someone impersonating Respondent, a used car dealer. The local police confirmed that Complainant had sent money to someone engaging in a scam, not Respondent.

Respondent's dealership name, license number, and address are being displayed and used on a website that purports to sell high-end luxury vehicles. This website appears to be a scam and has nothing to do with Respondent's dealership. Respondent was made aware of this situation when a resident of Arizona called them on 3/2/26. That individual was considering purchasing a vehicle from the website until the Respondent made it clear that they do not have a website for their dealership. Respondent has received many calls like this and has suggested that each person report this scam. The Complainant was one of the consumers who called, but only after they had sent thousands of dollars to the scammer. Respondent has reported this issue to the local

police, the Federal Trade Commission, the FBI's Internet Crime Division, and Google Feedback. Respondent asks that the Commission do anything it can to stop this and explains that this issue is harming their dealer reputation of 40+ years in Tennessee. Counsel recommends closure and referring this complaint to the FBI's Cyber Crimes Unit.

Recommendation: Close and refer to FBI's Cyber Crimes Unit

Commission Decision: Concur.

155. 2026010231 (EC)

Date Complaint Opened: 02/13/2026

First Licensed: 03/16/1998

Expiration: 03/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 9/9/25 from Respondent, a used car dealer, and alleges the vehicle has been inoperable since purchase. Complainant argues Respondent did not provide a Carfax, which is not required, and did not "issue a statement of the true condition of the unit." Complainant claims Respondent refuses to speak to them about this issue, and the finance company cannot assist them. Complainant provided no evidence or documents to support these allegations.

Respondent claims they have not heard from Complainant since the purchase and argues they sold the vehicle as-is, so they don't understand what the complaint is about. Counsel recommends closure.

Recommendation: Close

<u>Commission Decision</u>: Concur.

<u>RE-PRESENTATIONS</u>

156. 2025007541 (TH)

2025036591

Date Complaint Opened: 02/13/2025

First Licensed: 07/12/2017

Expiration: 07/31/2027

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

<u>2025007541:</u>

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

<u>Recommendation</u>: Litigation Monitoring.

<u>Commission Decision</u>: Concur

2025036591:

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

Recommendation: Litigation Monitoring._

Commission Decision: Concur

New Information: Counsel has not received new information from the Department of Revenue pertaining to these matters. Accordingly, Counsel is recommending closing and flagging these matters.

New Recommendation: Close and flag.

New Commission Decision: Concur.

157. 2025057571 (TH)

Date Complaint Opened: 09/30/2025

First Licensed: 12/01/2022

Expiration: 09/30/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The Complainant purchased a vehicle from the Respondent and alleges that the Respondent failed to provide the vehicle's permanent license plate and registration documentation. The Respondent asserts that the plate and registration are in the dealership's possession but have not been released because the Complainant has not delivered the trade-in vehicle. The Respondent further contends that the Complainant failed to timely remit payment for tax and title fees.

However, a review of the provided bill of sale indicates that Respondent is deceptively requiring Complainant to pay tax and title fees a second time. Accordingly, Counsel recommends the assessment of a Five Thousand Dollar ($5,000.00) civil penalty pursuant to Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).

<u>Recommendation</u>: Authorize assessing a Five Thousand Dollar ($5,000.00) civil penalty.

<u>Commission Decision</u>: Concur.

<u>New Information</u>: Counsel spoke with the Respondent, who advised that the taxes had been paid and registration had been completed. Accordingly, Counsel recommends closing with a Letter of Warning regarding Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive), and instructing the Respondent to clearly delineate line items which are to be included in the financed amount for vehicles sold.

<u>New Recommendation</u>: Letter of Warning.

<u>New Commission Decision</u>: Concur.

158. 2025020451 (EC)

Date Complaint Opened: 04/11/2025

First Licensed: 12/20/2017

Expiration: 12/31/2027 (Closed)

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 the 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.

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

<u>Commission Decision</u>: Concur.

<u>New Information</u>: An investigator was sent to the dealership after all mail was returned "undeliverable" and no contact could be made with the dealer. The investigator found the dealership had shut down, so the dealer's license was cancelled as of 2/13/26. Counsel recommends closing and flagging this complaint.

<u>New Recommendation</u>: Close and flag

<u>Commission Decision</u>: Concur.

159. 2025063881 (EC)

Date Complaint Opened: 10/29/2025

First Licensed: 11/03/2022

Expiration: 08/31/2026

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 6/20/25 from Respondent, a used car dealer. Complainant alleges they have not received the title and have not been able to register the vehicle as of 10/29/25. Respondent allegedly gave the title to the wrong customer and had to get a duplicate title. Complainant states that Respondent communicated

the problem to them.

Respondent initially failed to respond to this complaint despite receiving a letter sent by regular mail on 10/1/25 and a certified letter sent on 12/19/25. Respondent responded to the complaint on 1/18/26, within the 30-day deadline. Respondent confirmed the title was provided on 1/15/26, almost 7 months after purchase. Respondent claims they offered to take the vehicle back or exchange it for a vehicle of greater value, but Complainant allegedly declined the offer. Counsel recommends issuing a $1,500 civil penalty for failing to provide title within 120 days.

<u>Recommendation</u>: Authorize a $1,500 civil penalty for failure to provide title within 120 days

<u>Commission Decision</u>: Concur.

<u>New Information</u>: Respondent contacted Counsel immediately upon receipt of the proposed Consent Order. Respondent then informed me that they had offered to take the vehicle back and provide a full refund due to the title delay. They communicated this option as soon as they knew there was a title delay, and Complainant did not want to return the vehicle and opted to wait for the title. Respondent also provided proof that they made every effort they could to obtain the title and kept the Complainant informed throughout the delay. Respondent did provide the title to Complainant, and the issue was resolved. After discussion and consideration of the efforts made by Respondent and the choice made by Complainant to wait for the title despite the delay, instead of returning it and getting a refund or another vehicle of greater value, as well as reviewing all of the additional proof provided by Respondent to show they did everything they could to make the Complainant whole, Counsel recommends closing this complaint.

<u>New Recommendation</u>: Close

<u>New Commission Decision</u>: Concur.

160. 2025056181 (EC)

Date Complaint Opened: 09/23/2025

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 on 1/18/25 from Respondent, a used car dealer, and alleges they were told an $899 appearance protection package was mandatory when Complainant asked that it be removed. Complainant was quoted $418 per month for 72 months with $0 down, and when they asked to extend the loan terms, they were told it was not possible. During the sales process, Respondent told Complainant if they purchased a $3,600 extended warranty, they would work with Complainant to make the payments more manageable. Complainant states they felt pressured to agree to buy the warranty because they believed it was the only way to obtain financing they could afford. Respondent then lowered the appearance package cost from $899 to $100 and extended the loan terms. Complainant claims they were then stuck with a monthly payment of $420 and a $1,000 down payment, which is worse than their original quote. Complainant provided text messages showing that a dealership representative stated they could not remove the appearance protection package. Respondent also charges a $699 doc fee, which is not disclosed on their website.

Respondent has communicated to the Complainant that any warranty purchased can be cancelled. Respondent has twice offered to assist Complainant with the cancellation, but Complainant has not responded. Additionally, Respondent offers a 7-day/250-mile return option for every purchase, yet Complainant did not communicate any issues or complaints about this transaction until 7 months after purchase. Respondent has since changed the disclosure on their website, which clearly states they charge a $699 doc fee in addition to the advertised price of vehicles.

Counsel recommends issuing a $1,000 civil penalty for failing to disclose their $699 doc fee, plus a $1,000 civil penalty for adding an appearance protection package to the advertised price of a vehicle and refusing to remove it, for a total $2,000 civil penalty.

<u>Recommendation</u>: Authorize a $2,000 civil penalty for failure to disclose a doc fee and adding fees to the advertised price of a vehicle

<u>Commission Decision</u>: Concur.

<u>New Information</u>: The civil penalty for adding an appearance protection package and refusing to remove it should have been a $500 fine, not $1,000, according to the agreed citation schedule. Additionally, after speaking with Respondent's Counsel and reviewing the Respondent's website, it is clear that the doc fee was properly disclosed at the time the complaint was filed. There was confusion on the part of Counsel because the fees were disclosed differently based on where the advertised vehicle was located, and some vehicles were located out of state, where the disclosures were different. Counsel recommends issuing a $500 civil penalty for the single advertising violation related to the appearance protection package.

<u>New Recommendation</u>: Authorize a $500 civil penalty for advertising violation.

<u>New Commission Decision</u>: Concur.

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

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

LEGISLATIVE UPDATE

Nothing to Report

NEW BUSINESS

Martin Keith McDivitt Summary Suspension – Virtual Appearance

Pursuant to action taken by the Commission on April 24, 2026, the above-mentioned licensee was summarily suspended and the authority to handle the informal conference on behalf of the full Commission was granted to the Chairman. Commission Vaughan made a motion to summarily suspend the license and grant the Chair the authority to conduct the informal conference, seconded by Commissioner Andrews.

ROLL CALL VOTE

IAN LEAVY	**YES**
CHARLES WEST	**YES**
JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**

NELSON ANDREWS	**YES**
JIM KERAS	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED

OLD BUSINESS

Nothing to Report

PUBLIC COMMENTS

None

Adjourn

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

MOTION PASSED

MEETING ADJOURNED