MINUTES

February 6, 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
Karl Kramer
Stan Norton
Hubert Owens
John Rydell
Farrar Vaughan
Terry Yarbrough
John Roberts

ABSENT:
Jim Keras
Ian Leavy
Dwight Morgan
Charles West

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

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**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

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**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

David Robins, 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 Commissioner Norton.

ROLL CALL VOTE

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED – LICENSE GRANTED

Dustin Long, Johnson City Nissan, Johnson City, TN

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

ROLL CALL VOTE

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED – LICENSE GRANTED

Jeremiah McDaniel, Toyota of Gallatin, Gallatin, 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 of the license, seconded by Commissioner Norton.

ROLL CALL VOTE

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**
VICTOR EVANS	**YES**
JOHN ROBERTS	**YES**

MOTION CARRIED – LICENSE DENIAL UPHELD

Josee Weese, Jacky Jones Ford of Sweetwater, Sweetwater, TN

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

ROLL CALL VOTE

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**YES**
STAN NORTON	**YES**
FARRAR VAUGHAN	**YES**
HUBERT OWENS	**YES**
KARL KRAMER	**YES**

VICTOR EVANS **YES**
JOHN ROBERTS **YES**

MOTION CARRIED – LICENSE GRANTED

Executive Director's Report
February 6, 2026

IF YOU HAVEN'T ALREADY DONE SO, RETURN YOUR CONFLICT OF INTEREST STATEMENT TO MYSELF OR MAGGIE TODAY

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

	Last Meeting	New Meeting
Dealers Opened, or Relocated (Last Quarter)	**62**	**37**
Applications in Process	**22**	**31**

Active Licensees as of January 21, 2026

Dealers	**3361**	**3359**
Auctions	**30**	**30**
Distributors/Manufacturers	**152**	**158**
Salespeople	**18,709**	**18,619**
Representatives	**361**	**376**
Dismantlers	**195**	**196**
RV Dealers	**40**	**41**
RV Manufacturers	**76**	**77**
Motor Vehicle Show Permits	**0**	**0**

Complaint Report- Opened Complaints from October 2025- Present

Number of Complaints Opened…..70
Number of Complaints Closed……18

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

Vehicles Reported Sold in 2025…….
New Vehicles Reported Sold 2025…….
Used Vehicles Reported Sold 2025…….
Late Annual Sales Report Collected ……..

Total revenue from Late Annual Sales Report collection:

Average Performance Metrics – October 2025 - Present

Average Number of Days to License… 3.8 **days to license**
1.2 days with clock-stoppers

MVC Zendesk Customer Satisfaction Rating October 2025 – Present

Total Ticket Count…… **1,930**
Full Resolution in Business Hours…….. **.95 hours**
Quarterly Satisfaction Rating..... . **97%**

Disciplinary Action Report October 2025 through December 2025

Total to be

collected…….**$14,000**

Financials and Budget – Fiscal Year

- We will end FY25 with net revenue of $13,362. This is extremely good news since we only began realizing income from our fee increases as of 9/15/25.

Online Adoption Across All Professions

- **98%** online adoption for New "1010" Applications across all Professions available as of January 21, 2026.

Administrative News

- The Chairman and I will be appearing before the Joint Government Operations Committee over the next several weeks for a "self-sufficiency" hearing. We have done this for the last several years to explain our negative revenue. With our fee increases in effect this will be a pro forma meeting and should be the last time we are required to do this for the foreseeable future.
- We hope to get an update from the Attorney General's office specific to our Retrospective Rules and when they will become effective. The Governor has signed off, and we are simply awaiting the AG to deliver our rules to the Secretary of State. 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.

- When we appeared before the Joint Gov Ops Committee in October to review the Comptroller's audit findings, the Committee voted to extend the Commission to 2030. That bill has been filed – SB1557 – and will likely begin moving through the legislature. We expect it to be heard in Senate Gov Op the week of February 1st.
- We have been working with our Administrative team to do a comprehensive overhaul of our website. This is an ongoing project prompted in part by the state's need to become ADA compliant.

Outreach

- We will be adding several outreach events to our yearly calendar as we enter the month of February. We have several events in process in concert with our friends at the Dept of Revenue, the TAA and the TNIADA.

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

VOICE VOTE

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**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
500 JAMES ROBERTSON PARKWAY
DAVY CROCKETT TOWER, 12TH FLOOR
NASHVILLE, TENNESSEE 37243
TELEPHONE (615) 741-3072 FACSIMILE (615) 532-4750

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: **February 6, 2026**

SUBJECT: **MVC Legal Report**

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1. 2025054981 (EC)
Date Complaint Opened: 09/18/2025
First Licensed: 06/17/2016
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant bought a vehicle from Respondent, a franchise dealer, in 2020 and paid off the vehicle on July 15, 2025. Complainant alleges Respondent has not provided the cleared title.

Respondent states they are not the proper Respondent in this matter. The lienholder, as mentioned in the complaint, has the title and is responsible for releasing it to Complainant. Counsel confirms Complainant has been communicating with the lienholder. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2. 2025049451 (EC)
Date Complaint Opened: 08/23/2025
First Licensed: 03/15/2019
Expiration: 03/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant bought a used vehicle from Respondent, a franchise dealer. Complaint claims the vehicle is not in good working condition and has required roadside assistance multiple times. Complainant further alleges they do not know who the lender is for this purchase.

Respondent states that Complainant completed this purchase remotely per the Complainant's request, and the vehicle was delivered to their residence. Complainant had the opportunity to inspect and test the vehicle prior to accepting it. Respondent states the vehicle was a well-maintained trade-in with a strong service history reflected on the Carfax, and Complainant purchased the vehicle as-is without warranty. The retail installment contract clearly lists the lender's name, address, and other required information. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

3. 2025047691 (EC)
Date Complaint Opened: 08/17/2025
First Licensed: 04/11/1997
Expiration: 03/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant bought a new vehicle from Respondent, a franchise dealer. Complainant alleges that two of the rims on the tires that came with the new vehicle were damaged from small potholes at low speed, making the car unsafe. This alleged damage occurred in January and July of 2025. Complainant wants the manufacturer to remedy the issue at no cost.

Respondent forwarded Complainant's letter and complaints to their manufacturer representatives from their district. Any warranty issues or questions about the quality of wheels should be directed to the manufacturer. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

4. 2025049121 (EC)
Date Complaint Opened: 08/20/2025
First Licensed: 05/27/2025

Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant contacted Respondent, a used car dealer, about selling their vehicle. Respondent responded to their communication the same day with an offer of $14,000. Complainant claims Respondent is refusing to complete the transaction because a bank has an active interest in the vehicle from a previous owner. Complainant sent the title for the vehicle to the Respondent to prove ownership, and they feel this should be sufficient for Respondent.

Respondent confirms they conducted a review of the vehicle's title history, and the National Motor Vehicle Title Information System reflected an open lien, so they immediately informed Complainant of the issue. The offer expired prior to the issues being resolved, but Respondent invites Complainant to restart the appraisal process once the outstanding lien is satisfied or released. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

5. 2025046371 (EC)
Date Complaint Opened: 08/12/2025
First Licensed: 03/25/2009
Expiration: 05/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2023 – One complaint closed with $1,750 civil penalty for employing an unlicensed salesperson and failure to maintain county and city business tax licenses.

Complainant purchased a used vehicle from Respondent, a used car dealer, on 2/28/25, and has not received their registration as of 8/12/25. Respondent failed to respond to the complaint, so an investigation was conducted. The investigation revealed Respondent issued 4 temporary tags to the vehicle prior to the title and registration being provided to the Complainant sometime in August of 2025, shortly after they filed this complaint. Respondent spoke with the investigator by phone because they were out of the country and did not anticipate returning anytime soon. Respondent claimed the delay was not their fault. Respondent bought the vehicle from an auction and alleged the title was lost in the mail. Respondent applied for a duplicate title, which was eventually provided to Complainant. Respondent seemed to make light of the fact that they issued too many temporary tags, stating it was "probably an oversight by his office staff, and they just didn't realize they weren't allowed to issue that many tags." Counsel recommends issuing a $1,000 civil penalty for failure to respond, and a $1,000 civil penalty for issuing one more temporary tag than allowed by law, for a total $2,000 civil penalty.

Recommendation: Authorize a $2,000 civil penalty for failure to respond and issuing more temporary tags than allowed by law

Commission Decision: Concur.

6. 2025056501 (EC)

Date Complaint Opened: 09/24/2025
First Licensed: 09/01/1991
Expiration: 02/28/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent, a used car dealer, on 7/1/25, and claims it began having mechanical issues within a few days. Complainant lists numerous issues that have led to the vehicle breaking down and requiring many repairs since the purchase.

Respondent notes that the Complainant bought the vehicle as is, without warranty, but they offered to inspect the vehicle to assist with diagnostics and repairs. Respondent states they almost always assist their customers with vehicle repairs, whether or not the vehicle has a warranty, but the Complainant never brought the vehicle back. Due to the vehicle's mileage, no service contract was available at the time of the sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

7. 2025058261 (EC)
Date Complaint Opened: 10/03/2025
First Licensed: 11/10/2022
Expiration: 10/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 7/23/25 from Respondent, a used car dealer, and claims it immediately displayed diagnostic fault codes. Respondent referred Complainant to a repair shop that was unable to make the necessary repairs, and they recommended the vehicle be taken to a dealership that specifically services the foreign make of the vehicle at issue. Complainant states the vehicle needed over $3,000 in repairs, and Respondent offered $500 cash or $600 in repair work. Then the A/C failed, and the vehicle became inoperable. Complainant states Respondent declined to take the vehicle back and provide a full refund, but they did offer to repurchase the vehicle and sell Complainant another one. Complainant sold the vehicle back to Respondent and purchased another vehicle with a third-party warranty.

Respondent had the necessary repairs completed, but Complainant claimed some issues persisted, so Respondent provided a loaner vehicle as well as $300 towards hotel and rental expenses. Respondent then referred Complainant to the warranty provider, who denied coverage, so Complainant requested to return the vehicle, get a refund of the down payment, obtain a loan payoff, and cancellation of the warranty. Respondent declined and offered to contact the warranty company, which led to a refund of the warranty cost. Respondent states the Complainant purchased this second vehicle with 154,000 miles on it, test drove it for two days, and then decided to buy it. The Complainant only took issue with the A/C not being strong enough and the windshield being cracked. Respondent fixed those issues at no cost as promised, but other than that, the vehicle was sold as-is and the warranty was through a third party. Complainant signed the Buyer's Guide and acknowledged they purchased the vehicle as-is and Respondent only

promised to make the repairs to the A/C and windshield, which they did. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

8. 2025062791 (EC)
Date Complaint Opened: 10/23/2025
First Licensed: 05/28/2024
Expiration: 05/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 5/2/25 from Respondent, a franchise dealer, and alleges they had not received the registration as of 10/23/25. Respondent told Complainant they would be sending the title/registration paperwork to a third party to complete because this was an out-of-state sale (Complainant is a resident of Illinois). Complainant reached out to Respondent's Controller/Title Clerk in July about the registration, but did not receive a call back. Respondent did send a temporary tag to Complainant at that time. Complainant emailed Respondent again in August when the temp tag was about to expire, and the Controller emailed another temp tag and claimed they would handle the registration issue. Over the next couple of months, Complainant involved the lienholder because they did not have the title. Complainant claims the lienholder was informed by the Controller that the title work ended up in South Dakota somehow, and Respondent had just gotten it back. The lienholder told the Controller to send the paperwork to Complainant so they could register the vehicle. Two weeks went by, and Complainant called the Controller, who claimed the title and registration paperwork had been sent and delivered to Complainant, but never provided a tracking number. On 10/22/25, the lienholder had a conversation with Respondent's finance manager, and they allegedly hung up during the conversation, stating they were not going to get in the middle of this or handle anything.

Respondent's Controller responded to this complaint on 10/28/25 and claimed this deal was having "paperwork issues with our third-party company for the state of Illinois," so they took the title work back to handle it themselves after a "concerning" amount of time had passed and Complainant had been calling with concerns. Respondent states the lienholder advised them to send all of the title work to Complainant to waive the dealership's responsibility of perfecting the lien. Respondent confirmed the Complainant's mailing address multiple times and mailed all of the title work with the title to Complainant, along with a check to pay the title and tag fees at the end of September 2025, which was more than 120 days after the purchase. Respondent provided a tracking number to Counsel, which shows the documents were delivered to Complainant's mailing address on 9/29/25. Complainant called Respondent in mid-October, claiming they never received the paperwork. Respondent assumes USPS lost the mail, so a duplicate title is being created for the dealership to fill out, along with paperwork that Complainant initially filled out at the time of sale, which will all be mailed to Complainant for registration and lien perfection. Respondent provided a copy of the filled-out MSO, which the lienholder had claimed Respondent did not have at the time of sale. Additionally, Respondent denies that the paperwork had ever been sent to South Dakota, as the lienholder claimed. Respondent has no idea where the lienholder got that idea from. Respondent provided an audio recording of their conversation with the lienholder which confirmed everything the Respondent has stated in relation to their

conversations and instructions from the lienholder. Respondent fulfilled their initial obligations related to the sale and efforts to provide registration paperwork to Complainant, but they continued to assist them by securing a replacement Certificate of Origin. Respondent confirmed the duplicate title was secured on 11/20/25 and was sent via overnight mail to the lienholder. Counsel recommends a $1,500 civil penalty for failure to provide the title within 120 days of purchase.

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

Commission Decision: Concur.

9. 2025062201 (EC)
Date Complaint Opened: 10/20/2025
First Licensed: 05/25/2011
Expiration: 06/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 8/18/25 from Respondent, a franchise dealer, and traded in their vehicle. Complainant claims Respondent engaged in a "yo-yo sales tactic" and sold their trade-in vehicle without a lien payoff or clear title. At the time the vehicle was traded in, Complainant owed $16,000. Complainant claims they were notified by Respondent on 10/10/25 that financing had fallen through, and they were pressured to sign a new contract with new terms and authorize another credit check. On 10/16/25, Complainant alleges they were informed their trade-in vehicle had been sold at auction.

Respondent confirms Complainant and a co-buyer financed a vehicle and also traded in a vehicle with an allowance of $9,000 and a lien payoff amount of $16,111.33, leaving a negative equity of just over $7,000. Complainant and the co-buyer initially financed the vehicle through Capital One and rolled in the negative equity. The conditional approval from Capital One expired and required Complainant and the co-buyer to reapply, but Respondent could not resubmit the application without their permission. It appears that between the time Complainant initially applied for financing and the resubmission, something occurred that caused Capital One to increase the interest rate, and Complainant did not want to proceed with the sale. Respondent unwound the sale and returned the trade-in vehicle to Complainant. Notably, Complainant was using the vehicle they financed as an Uber and had returned the vehicle to Respondent with excessive mileage beyond ordinary wear and tear, which Respondent did not charge them for. Respondent has made Complainant whole, and Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

10. 2025069071 (EC)
Date Complaint Opened: 11/19/2025
First Licensed: 05/27/2025

Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 10/26/25 from Respondent, a used car dealer, and alleges they discovered multiple defects inconsistent with the vehicle's advertised condition. Respondent acknowledged the issues with the vehicle after it was taken to a repair shop and authorized an exchange. Complainant alleges the replacement vehicle also arrived with mechanical defects and safety concerns, and did not match the advertised condition, including an 800-mile discrepancy on the odometer. Respondent authorized another exchange, and Complainant picked up the third vehicle from Respondent on 11/16/25 and alleges there are more severe mechanical issues with this vehicle than the first two. Complainant alleges Respondent misrepresented all three vehicles, concealed or failed to disclose known defects, engaged in deceptive or unfair acts, and they want reimbursement for all out-of-pocket expenses plus pending diagnostic costs for the third vehicle.

Respondent is dedicated to overseeing the completion of repairs to Complainant's third vehicle purchase under the limited warranty that was included. Respondent inspects all vehicles thoroughly prior to selling them and makes repairs prior to the sale. Additionally, all of Respondent's vehicles come with a 7-day money-back guarantee. Respondent has provided Complainant with almost $500 as a gesture of goodwill and has worked with them through two exchanges and three vehicles. Respondent has provided Complainant with the option of a "delayed back out" of the third vehicle purchase after reviewing the recommended repairs from the warranty company. This will allow Complainant to obtain a full refund, and Complainant has decided to proceed with repairing the vehicle under warranty. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

11. 2025049971 (EC)
Date Complaint Opened: 08/26/2025
First Licensed: 02/20/2020
Expiration: 02/28/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant is a resident of Indiana and bought a used vehicle on 5/12/25 from Respondent, a used car dealer. Complainant claims they have not received the title as of 8/26/25.

Respondent claims they sent all title and registration documents to the Motor Vehicle Department in Indiana on 6/24/25 and provided the tracking number. Respondent claims the registration office in Indiana made a mistake and admitted that to Complainant and provided a detailed timeline of correspondence and actions taken by the registration office and their dealership. Respondent then states they went ahead and sent the title to Complainant once the registration department sent the title back to Respondent. Complainant has the registration

paperwork and title to move forward with registering their vehicle. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

12. 2025050421 (EC)
Date Complaint Opened: 08/27/2025
First Licensed: 03/22/2012
Expiration: 02/28/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2025 – One complaint closed with $500 civil penalty for false, misleading, or deceptive advertising.

Complainant bought a used vehicle from Respondent, a used car dealer. Complainant alleges that they told Respondent that they should be exempt from sales tax because they are a 100% disabled veteran. Respondent completed the Bill of Sale without sales tax and then told Complainant the state rejected the exemption, and Complainant could get reimbursed from the VA. Complainant argues Respondent did not complete their due diligence regarding Complainant's tax form. Complainant claims they contacted the VA and the law to learn that a VA Auto Grant is required and must be done prior to the sale. Complainant agreed to pay the sales tax but no longer trusted Respondent. Complainant states Respondent is "bullying" them into coming to the dealership to sign a new Bill of Sale, or they would not provide title to the vehicle. Complainant wants Respondent to meet them at the county clerk's office, where law enforcement is present.

Respondent provided a copy of their communications with Complainant where they informed them the state rejected the VA document and explained Complainant would need to come in and pay taxes and sign a Bill of Sale to show taxes were collected. Respondent further informed Complainant that the State said they could take the VA form and Bill of Sale to the VA office to get reimbursement. Respondent provided the documentation to support their statements and Bills of Sale. Complainant eventually went to the dealership, paid the taxes in full, and signed the Bill of Sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

13. 2025044161 (EC)
Date Complaint Opened: 08/02/2025
First Licensed: 07/11/2012
Expiration: 06/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant bought a used vehicle on 5/30/25 from Respondent, a used car dealer. Complainant alleged they had not received the registration and license plate as of 8/2/25. Complainant then requested withdrawal of the complaint, stating there had been a miscommunication and that they had since received the registration. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

14. 2025052311 (EC)
Date Complaint Opened: 09/08/2025
First Licensed: 09/01/1991
Expiration: 07/31/2026
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).

Complainant bought a used vehicle on 7/11/25 from Respondent, a franchise dealer. Complainant claims they explained they had a mailing address separate from their physical address during the sales transaction and specifically asked for the registration, tag and title to be sent to the mailing address. Complainant claims Respondent's employee told them the county clerk would figure it out and also wrote down an incorrect phone number for Complainant on the paperwork. After a few weeks, Complainant called the county clerk and was told the title and registration were all sent to the physical address despite Complainant stating they cannot receive mail at their physical address. The county clerk told Complainant they would need to call the dealership to fix the issue. Complainant alleges that Respondent's general manager was very unprofessional when they spoke about this, the dealership continued to give them the run-around, and told them it was their problem since they owned the vehicle now. Complainant paid for Respondent to handle the title and registration paperwork and feels it should be their responsibility.

Respondent argues Complainant provided a P.O. Box address as their mailing address at the time of the sale, despite being informed that the county clerk does not deliver vehicle titles or license plates to P.O. Boxes. Respondent states Complainant then provided a physical address and both addresses were properly documented, but admits there was a clerical error in documenting their phone number. Complainant was issued a temporary tag, and Respondent claims their title clerk was in regular contact with the county clerk to ensure proper processing of the title and registration. The county clerk advised Respondent to wait 15 days to determine if the original license plate mailed to Complainant's physical address would be returned. Respondent communicated this waiting period to Complainant. Respondent claims Complainant would call the dealership during this time and was frequently rude and disruptive to the staff, so the sales manager gave them their personal cell phone number in an attempt to de-escalate the situation and provide a direct line of communication. After the 15-day waiting period, the county clerk explained that Complainant would need to file for a lost plate and Respondent would reimburse them for the costs associated with filing for a replacement plate and title. Complainant received their license plate on 9/5/25. Complainant

filed a rebuttal and argued they were not told they could not use a P.O. Box address at the time of the sale, and they only got the title once they went to the county clerk's office and paid out-of-pocket for a duplicate. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

15. 2025046161 (EC)
2025067941
Date Complaint Opened: 08/11/2025, 11/18/2025
First Licensed: 10/16/2015
Expiration: 08/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

2025046161

Complainant bought a used vehicle on 6/21/25 from Respondent, a used car dealer. Complainant states Respondent was responsible for processing the registration in Arkansas where their wife resides, noting they live in separate states. Complainant states Respondent accepted their "lawful autograph signature style" for all purchase documents but argues Respondent later claimed the Arkansas DMV rejected the registration due to the signature style because it was labeled as "sovereign citizen language." Complainant argues this is false and disrespectful. Complainant wants the MVC to investigate and ensure the vehicle is properly registered without further delay or disrespect. Complainant's "signature" at issue is their printed name, the written statement "all rights reserved without prejudice UCC1-308" and their fingerprint. All of the documented communications between Complainant and Respondent, provided by Complainant, show that Respondent asked them to sign the documents with their name only, and Complainant makes demands that Respondent provide statutes or laws and refuses to sign the documents. Respondent told Complainant that they believe the signature is required by the state of Arkansas to complete title transfer paperwork.

Respondent reviewed the paperwork after the sale and identified a missing document, which was provided by Complainant. On 8/18/25, Respondent sent Complainant's registration paperwork as originally submitted by them to Arkansas, and it was accepted by their Department of Finance and Administration on 8/27/25. The title transfer process has been completed, and Complainant just needs to complete the registration of the vehicle with Arkansas. Complainant filed a rebuttal and sent numerous additional communications to the MVC after Respondent responded to this complaint, continuing to make the argument that their signature style is accepted by law and claiming Respondent may have misused DocuSign as it relates to Complainant's signature and identity. Complainant argues Respondent provided inconsistent and misleading explanations regarding the sales transactions and they filed a claim against Respondent's bond. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025067941

Complainant bought a used vehicle from Respondent, a used car dealer, and alleges it was delivered to them in a different condition than it was represented online. Complainant claims the vehicle was deemed unsafe to drive by a mechanic who contacted the warranty company to file a claim for repairs.

Respondent denies any misrepresentation of the vehicle and has successfully facilitated the return of Complainant's vehicle, with Complainant receiving a full refund. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

16. 2025042091 (EC)
Date Complaint Opened: 07/24/2025
First Licensed: 03/16/2022
Expiration: 11/30/2025
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 11/14/24 and alleges Respondent failed to deliver the title/registration as of 9/15/25. Respondent has failed to respond to this complaint despite having responded to the AG's Consumer Affairs office where this complaint originated. An investigation was conducted, which revealed that Complainant and Respondent came to a mutual agreement, and Respondent took back the vehicle and provided a different vehicle chosen by Complainant. Counsel recommends issuing a $1,000 civil penalty for failure to respond.

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

Commission Decision: Concur.

17. 2025043891 (EC)
Date Complaint Opened: 08/01/2025
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.

Complainant purchased a used vehicle from Respondent, a used car dealer. Complainant alleges Respondent failed to deliver the title/registration; however, the vehicle has since been registered,

and it occurred before the 120-day timeline allowed by the DOR. The Complainant seems to think that a dealer must have a title when they sell the vehicle (not required) and that a vehicle must be registered within 30 days (not true). However, the Complainant does make allegations in their supplemental complaint regarding a possible recall that was not disclosed and warranty fraud. An investigation was conducted to determine whether there was an active recall at the time of sale, and whether there is an active warranty that is not being honored by the dealership, or whether the dealership has prevented the warranty from being used. The Complainant also alleges the dealership stored the vehicle in a way that caused damage.

The investigation revealed that the National Highway Traffic Safety Administration and the manufacturer's website listed no recalls on the vehicle at issue. Complainant was unable to provide any proof of damage based on their allegations that Respondent parked their vehicle against a concrete block, which had a metal bar protruding from it. The vehicle at issue has since been repaired under warranty. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

18. 2025074501 (EC)
Date Complaint Opened: 12/17/2025
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.

Complainant bought a used vehicle on 8/30/25 from Respondent, a used car dealer, and alleges they have not received the title as of 12/17/25. Complainant alleges Respondent has not answered or returned phone calls about the delay, and the secretary sends them to the "title clerk," who does not answer, and there is no option to leave a voicemail.

On 12/18/25, Respondent responded to the complaint and claimed they spoke to the Complainant that morning. Respondent further stated they had the title and were going to overnight it. Respondent's title clerk also alleged they didn't realize Complainant lived 3 hours away from the dealership, and that the title had been available for pickup. Counsel recommends issuing a $1,000 civil penalty for failing to provide the title to Complainant despite it being in their possession for almost 4 months and failing to properly communicate with Complainant, considering the constant effort made by Complainant to resolve this issue. Counsel notes Respondent has received a Letter of Warning for the late delivery of the title for three separate complaints. Counsel recommends issuing a $2,500 civil penalty for failing to provide the title to a vehicle for almost 4 months despite having the title in their possession and despite Complainant's many requests for the title.

Recommendation: Authorize a $2,500 civil penalty for failing to provide title for 4 months despite having possession of the title

Commission Decision: Concur.

19. 2025055971 (EC)
Date Complaint Opened: 09/22/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

An anonymous Complainant alleges they were scammed into buying a "hazardous" vehicle on 7/7/25 from Respondent, an unlicensed LLC. Complainant claims they have not received a title, and the seller's brother came to fix the vehicle and stole it. Complainant claims the vehicle was found 11 days later by the individual who sold the vehicle to them. Complainant has notified the police. An investigation was conducted to determine if Respondent is engaging in unlicensed activity.

The investigation revealed Complainant filed a police report regarding the alleged theft of the vehicle, and Respondent was arrested. The investigator went to the address provided by the Complainant for the Respondent and found a closed body shop, with no vehicles for sale on the property. Respondent spoke with the investigator by phone and stated they had nothing to do with the vehicle's sale, claiming their brother was involved in an agreement regarding the vehicle and the anonymous Complainant. Respondent further claimed they do not sell vehicles but instead act as a broker. Respondent states that a dealer will purchase a vehicle at auction and put the vehicle in the dealer's name and then Respondent will broker a deal between the purchaser and the dealer who sells the vehicle. Respondent did not mention any specific dealer. Later, Respondent admitted to selling the vehicle at issue and confirmed they provided a temporary tag to Complainant, but would not explain how they obtained the temporary tag. Then, Respondent denied having access to temporary tags. Counsel recommends issuing a Letter of Warning explaining that Tennessee does not allow individuals to act as brokers and receive a commission, and cite the law related to unlicensed activity.

Recommendation: Letter of Warning for unlicensed activity

Commission Decision: Concur.

20. 2025054361 (EC)
Date Complaint Opened: 09/15/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that Respondent misrepresented the vehicle sold to them. Complainant claims they arranged to meet Respondent on 9/13/25 to see a vehicle that Respondent had listed on Facebook Marketplace at a residential address. Respondent is an individual who does not have a dealer license. It appears Respondent may have access to temporary tags linked to another dealership. An investigation was conducted.

The investigator attempted to contact the Complainant many times and Complainant never cooperated with this investigation. The investigation revealed that a licensed dealer in Tennessee had issued 57 temporary tags in 12 months to Respondent. Additionally, Respondent has advertised vehicles for sale on Facebook Marketplace with temporary tags issued by that licensed dealer. The investigator went to the licensed dealership on 10/22/25 and met with the owner. The owner admitted to selling the vehicle at issue in this complaint to Respondent on 9/11/25, but was unable to provide the deal file. Counsel notes the title was purchased by the dealer on 8/26/25, and the next assignment on the title was to Complainant, showing it was sold by the dealer, with the dealership's owner's name listed on the back of the title without a date of sale. The owner claimed they thought Respondent worked for a dealership out of Atlanta. The owner claimed they didn't think they had to write up a sales contract for a "wholesale sale." When the investigator asked how many vehicles the owner had sold Respondent and they claimed 4, the investigator told them that didn't add up because their dealership had issued 57 temp tags to Respondent since October of 2024. The owner then claimed that Respondent occasionally worked for them, transporting vehicles to and from repair shops and, on occasion, "test drove" vehicles to troubleshoot potential mechanical issues when they arose. The investigator then asked for a notarized statement specifically explaining the owner's business dealings with Respondent.

Respondent did not return any of the investigator's calls until the owner of the dealership mentioned above called Respondent and told them to call the investigator back. Respondent stated they would not speak with the investigator until we supplied them with an interpreter or legal counsel. Once we arranged for an interpreter, Respondent refused to cooperate and did not call the investigator back. The owner of the dealership called the investigator and told them they unwound the deal with Complainant and refunded $4,433.70. The owner had obtained the money from Respondent and then provided it to Complainant.

There is little evidence to prove Respondent has sold vehicles other than the sale at issue, but it is clear that Respondent is advertising vehicles for sale. There is also evidence to show Respondent may have been actively engaging with the owner of a licensed dealership, possibly as a broker. Counsel recommends issuing a Letter of Warning to Respondent for unlicensed activity and opening a complaint against the licensed dealer who seems to be enabling Respondent to sell vehicles for the dealership.

Recommendation: Letter of Warning to Respondent for unlicensed activity and open complaint against licensed dealership working with Respondent

Commission Decision: Concur.

21. 2025042711 (EC)
Date Complaint Opened: 07/28/2025
First Licensed: 07/23/2021
Expiration: 10/31/2025
License Type: Motor Vehicle Dealer
History (5 yrs.): 2023 – One complaint closed with a $2,500 civil penalty for the sale of salvaged vehicles before the rebuilt titles were issued.

Complainant alleges unethical and unprofessional conduct in reference to the down payment for a purchased vehicle. Respondent is a used car dealer. Complainant paid $1,500 as a down payment, but ended up not buying the car because of a mechanical issue. The Respondent allegedly only refunded $1,000 and kept $500.

Respondent has failed to respond to this complaint after receiving the second request for a response, a certified letter delivered on 8/25/25. An investigation was conducted, which revealed that Respondent had since refunded the full amount owed to Complainant. Respondent claimed they didn't know they had to respond to the complaint since they resolved the matter. Counsel recommends issuing a $1,000 civil penalty for failure to respond.

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

Commission Decision: Concur.

22. 2025041971 (EC)
2025043551
2025058981
Date Complaints Opened: 07/29/2025, 07/30/25, 10/06/2025
First Licensed: 12/16/2003
Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2021 – One complaint closed with $500 civil penalty for expired city/county business license(s); 2026 – Consent Order and $2,500 civil penalty for failure to respond and failure to provide title and registration within 120 days

2025041971

Complainant purchased a used vehicle on 2/3/25 from Respondent, a used car dealer, and alleges they have not received the title as of 7/3/25. Complainant alleges they are facing fines and late fees at their clerk's office as a result of this delay. Additionally, Complainant needs to have a title submitted to their lienholder within 90 days, or default may occur. Complainant's calls and letters to Respondent have gone unanswered.

Respondent also appears to have two licensed salespersons who have expired licenses. One of the salespersons has had a license that has been expired since 1/31/24, and they did not obtain an active license until 8/27/25. The other salesperson's license has been expired since 2/28/25 and was not renewed until 9/5/25.

This complaint was sent to Respondent by regular mail, email and certified mail. The certified mail was delivered and signed for on 8/14/25. An investigation was conducted and the investigator met with the Office Manager of the dealership on 8/27/25. This manager told the investigator they would respond to these complaints and provide the details regarding the amount of vehicles sold by the two salespersons who had expired licenses. The manager never responded despite the investigator providing two 10-day extensions for Respondent. Respondent did eventually respond to the Attorney General's Office/Consumer Affairs and claimed the title and registration had been provided to Complainant as of 10/30/25, almost 9 months after purchase.

Counsel notes the investigator explained that the BBB and Consumer Affairs were separate agencies and the Commission needs a response to these complaints.

Due to the high cost of the investigations for this complaint and Complaint 2025043551 below, and Respondent's lack of concern with responding to complaints even after being notified multiple times, Counsel recommends the maximum civil penalty of $5,000 for failing to respond this complaint. Additionally, Counsel recommends issuing a $1,000 civil penalty for failure to produce business records, plus a $5,000 civil penalty for unlicensed sales by each of the salespersons with expired licenses ($10,000 for two salespersons). Counsel recommends issuing a $1,500 civil penalty for failing to produce the title and registration within 120 days. In total, Counsel recommends issuing a $17,500 civil penalty. Because the civil penalties assessed against this Respondent are so high (combining all three open complaints listed here and below), and they have failed to produce the requested business records, Counsel recommends offering Respondent the option to surrender their dealer license in lieu of paying these civil penalties that add up to $26,000.

Recommendation: Authorize a $17,500 civil penalty for failure to respond, failure to provide business records, unlicensed sales by salespersons with expired licenses, and failure to provide title and registration within 120 days; in the alternative, Respondent can choose to surrender their dealer license and close the dealership

Commission Decision: Require the dealer to appear before the Commission at the next Board meeting or sign the consent order with the following terms: Authorize a $17,500 civil penalty for failure to respond, failure to provide business records, unlicensed sales by salespersons with expired licenses, and failure to provide title and registration within 120 days; in the alternative, Respondent can choose to surrender their dealer license and close the dealership

2025043551

Complainant purchased a used vehicle in December of 2024 from Respondent, a used car dealer, and alleges they have not received the title as of 7/7/25. Complainant paid in full with $30,000 cash. Respondent has failed to respond to the complaint. An investigation was conducted.

This complaint was sent to Respondent by regular mail, email and certified mail. The certified mail was delivered and signed for on 8/27/25. An investigation was conducted and the investigator met with the Office Manager of the dealership on 8/27/25. The manager told the investigator they would respond to these complaints and provide the details regarding the amount of vehicles sold by the two salespersons who had expired licenses. The manager never responded despite the investigator providing two 10-day extensions for Respondent. Respondent did eventually respond to the Attorney General's Office/Consumer Affairs and claimed the title and registration had been provided to Complainant as of 10/30/25, almost 11 months after purchase. Counsel notes the investigator explained that the BBB and Consumer Affairs were separate agencies and the Commission needs a response to these complaints.

Due to the high cost of the investigations for this complaint and Complaint 2025041971 above, and Respondent's lack of concern with responding to complaints even after being notified multiple times, Counsel recommends the maximum civil penalty of $5,000 for failing to respond this complaint, plus a $1,500 civil penalty for failing to produce title and registration within 120 days, for a total $6,500 civil penalty. Because the civil penalties assessed against this Respondent

are so high (combining all three open complaints listed here and below) and they have failed to produce requested business records, Counsel recommends offering Respondent the option to surrender their dealer license in lieu of paying these civil penalties that add up to $26,000.

Recommendation: Authorize a $6,500 civil penalty for failure to respond and failure to provide title and registration within 120 days; in the alternative, Respondent can choose to surrender their dealer license and close the dealership

Commission Decision: Require the dealer to appear before the Commission at the next Board meeting or sign the consent order with the following terms: Authorize a $6,500 civil penalty for failure to respond and failure to provide title and registration within 120 days; in the alternative, Respondent can choose to surrender their dealer license and close the dealership.

2025058981

Complainant purchased a used vehicle on 9/6/25 from Respondent, a used car dealer. Complainant alleges they heard a loud scraping noise while test-driving it, and the salesperson told them if they bought the vehicle that day, Respondent would pay Complainant's mechanic to fix whatever the issue was. Complainant sent the estimate for repairs to Respondent, who told them to bring the vehicle back and have their own mechanic complete the repairs because the estimate was too costly. The issue was repaired as promised, but the Complainant claims the vehicle overheated within a few days. Respondent told Complainant they would need to file a claim with the warranty company to repair the radiator, and they replaced it. Complainant claims there was another mechanical issue soon after, and they had to file another claim with the warranty company, all within one month of purchase. Complainant claims Respondent told them they inspect all vehicles prior to being sold, but alleges an employee of the dealership told them they did not inspect the vehicle at issue.

Respondent failed to respond to this complaint until Counsel called the dealership and emailed a third request for a response. Respondent had already received a letter by regular mail and a certified letter delivered on 11/19/25, but had not responded to either letter. Respondent was already on alert regarding the two complaints summarized above and had been meeting with investigators about them, so there should be no excuse for the failure to respond to this complaint. Respondent responded on 12/5/25, stating that everything had been resolved with Complainant and that the vehicle had been repaired under warranty. Counsel recommends issuing a $2,000 civil penalty for failure to respond to the first two requests mailed and emailed to the dealership, considering the frequency of the Respondent's failure to respond to recent complaints. Counsel notes this complaint did not require an investigation; therefore, Counsel does not recommend the maximum civil penalty for failure to respond in this instance. Because the civil penalties assessed against this Respondent are so high (combining all three open complaints listed here and below), and they have failed to produce the requested business records, Counsel recommends offering Respondent the option to surrender their dealer license in lieu of paying these civil penalties that add up to $26,000.

Recommendation: Authorize a $2,000 civil penalty for failure to respond; in the alternative, Respondent can choose to surrender their dealer license and close the dealership

Commission Decision: Require the dealer to appear before the Commission at the next Board meeting or sign the consent order with the following terms: authorize a $2,000 civil

penalty for failure to respond; in the alternative, Respondent can choose to surrender their dealer license and close the dealership.

23. 2025056541 (EC)
Date Complaint Opened: 09/19/2025, 09/14/2025
First Licensed: 06/22/2011
Expiration: 06/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2024 – One complaint closed with a $5,000 civil penalty for misuse of temporary tag(s). Engaging in false, fraudulent, or deceptive practice(s).

Complainant attempted to purchase a used vehicle on 8/2/25 from Respondent, a used car dealer. Complainant reached out to Respondent about a vehicle they were interested in while attempting to get financing approved by their local bank, and ended up paying a $1,200 deposit because Respondent allegedly promised to return it if financing was not approved. Complainant was denied financing a few days later and provided the denial letter to Respondent. Respondent refused to refund the deposit until Complainant mentioned hiring a lawyer, and then Respondent told Complainant to come to the dealership to retrieve the refund. Complainant explained that they lived 3 hours away, and Respondent understood that the drive was inconvenient. Complainant states they arrived at the dealership 2 hours after Respondent said it would be ready, just to avoid having to wait around in case Respondent was delayed, and ended up waiting over 40 minutes. Respondent finally arrived at the dealership and told Complainant it would be 5 minutes, and they would have the refund ready. Complainant explained they needed to get back home and Respondent then told Complainant they would need to come back in the morning to get the refund, and Complainant reminded them how far they had to drive. Respondent refused to refund the deposit.

Respondent states Complainant decided not to purchase the vehicle due to "buyer's remorse," ignoring and denying the letter from the bank, which clearly states Complainant did not get approved for financing. Respondent provided the signed document, which states deposits are non-refundable.

Complainant provided a rebuttal with a copy of the letter of denial from the bank, as well as text messages between them and Respondent, which show Respondent being very evasive and making continuous attempts to put off refunding the deposit, and then ignoring Complainant. Counsel recommends closure, considering the written agreement that all deposits are non-refundable despite the Respondent's seemingly unethical actions.

Recommendation: Close

Commission Decision: Concur.

24. 2025057051 (EC)
Date Complaint Opened: 09/26/2025
First Licensed: 07/29/2013
Expiration: 04/30/2027
License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle on 9/6/24 from Respondent, a used car dealer. Complainant admits to being informed that the vehicle had a rebuilt title but did not understand that it had been a salvage vehicle prior to obtaining the rebuilt title. Complainant alleges mechanical issues have rendered the vehicle unsafe and undrivable as of 9/26/25.

Respondent states Complainant was aware of the vehicle's history and notes that the dealership always lists whether a vehicle has a rebuilt title when advertising them for sale. Complainant signed the proper disclosure forms showing they acknowledged the vehicle had been salvaged and rebuilt. Complainant purchased an extended warranty for the vehicle, which was effective until 9.6.25, just prior to the time this complaint was filed. Respondent argues that Complainant has not contacted the dealership about the issues, even though they are authorized to handle the repair work for the warranty company. Respondent states they would have been happy to take in the vehicle for repairs. Complainant filed a rebuttal arguing that Respondent should have informed them that the vehicle had been in an accident and that they should have disclosed mechanical issues. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

25. 2025057261 (EC)
Date Complaint Opened: 09/29/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

An anonymous Complainant alleges that the Respondents, two unlicensed individuals, are selling vehicles out of their home without a license. An investigation revealed that Respondents are advertising vehicles for sale online and on Facebook Marketplace. The investigator drove by the Respondents' residence and observed three vehicles at the property that were for sale online. The investigator spoke with the local sheriff's office and was informed that the Respondents have prior arrests for domestic assault, harassment, and trespassing, and they have an active dispute with their neighbor that has led to a protective order and a court date, which was set for 11/14/25. The Respondent spoke with the investigator by phone and claimed that the neighbor filed the complaint. Respondents denied selling vehicles and claimed they only repair vehicles. The investigator notified the sheriff of threats made against the neighbor, and it was determined that it was unsafe for the investigator to visit the Respondents' residence. Since the Respondents spoke with the investigator, all posts listing vehicles for sale have been removed. Counsel recommends issuing a Letter of Warning to the Respondents, advising them of the requirement for a dealer license and informing them that if they continue to advertise vehicles for sale, they may be assessed civil penalties.

Recommendation: Letter of Warning for unlicensed activity

Commission Decision: Concur.

26. 2025049421 (EC)
Date Complaint Opened: 08/23/2025
First Licensed: 08/14/1997
Expiration: 10/31/2025
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

An anonymous individual filed a complaint against Respondent, a franchise dealer, claiming they are a whistleblower. Complainant alleges Respondent is offering referral fees by giving out gift cards. Complainant alleges Respondent does not display their licenses at the dealership and claims they serve alcohol there. Complainant makes various additional allegations but provides no supporting documentation or evidence to support these claims.

Respondent's attorney responded to this complaint and claims the Complainant is a disgruntled individual and the allegations are nothing more than "nonsensical rantings." Respondent vehemently denies the allegations and argues they are baseless with zero evidence to support them. Respondent is unable to respond to the allegations about the referral fees without further information but states they are not in violation of state or federal laws as it relates to any past referral practices. Respondent states all salespersons possess a valid license, and the dealership has active business licenses and an active dealer license, all which are posted. Respondent denies selling alcohol and argues that under Tennessee law, a license or permit is not required for an event where alcohol is served if the event is private and includes a bona fide guest list restricting access to invited guests only, the hosts or invited guests of the event are providing the alcohol, any alcohol is served without charge, and there is no admission cost for the event. Respondent provides a detailed response to the additional allegations related to alleged purchasing of items using sales tax exemption, alleged payment of spiffs and/or cash bonuses without reporting to the IRS, alleged failure to require W-9s, alleged profit from collecting tag fees, alleged discrepancy in tag fees, alleged failure to file unclaimed property with the state, an alleged affair within the company, alleged truth in lending violations, and alleged failure to collect sales tax on warranty claims. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

27. 2025051701 (EC)
2025062061
Date Complaint Opened: 09/03/2025, 10/20/2025
First Licensed: 01/22/2019
Expiration: 12/31/2026 - CLOSED
License Type: Motor Vehicle Dealer
History (5 yrs.): 2020 – One complaint closed a with $500 agreed citation for possession of an open title.

2025051701

Complainant purchased a used vehicle on 5/6/25 from Respondent, a used car dealer. Respondent surrendered their license on 10/21/25. Complainant had not received their license plate and registration as of 9/3/25, and their second temporary tag expired, so they were unable to drive the vehicle.

Respondent's attorney stated the dealership received the title on 10/2/25, and Complainant would have received their title and registration soon after. Counsel recommends closing and flagging this complaint since the dealership surrendered their license and closed in October 2025.

Recommendation: Close and flag

Commission Decision: Concur.

2025062061

Complainant purchased a used vehicle on 6/18/25 from Respondent, a used car dealer. Complainant has not received their title or registration as of 10/20/25.

Respondent's attorney stated the dealership received the title on 10/24/25, and Complainant would have received their title and registration soon after. Counsel recommends closing and flagging this complaint since the dealership surrendered their license and closed in October 2025.

Recommendation: Close and flag

Commission Decision: Concur.

28. 2025056391 (EC)
Date Complaint Opened: 09/24/2025
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.

Complainant purchased a used vehicle on 7/12/25 from Respondent, a franchise dealer. Complainant also traded in their vehicle that had been paid off in full, and paid cash for the difference. Complainant had not received the title or registration as of 9/24/25 and claims Respondent has given several excuses for the delay.

Respondent's attorney provided a detailed explanation regarding the delay and stated the dealership received the title on 9/11/25 and sent it to the county clerk that same day. Respondent contacted the county clerk after receiving this complaint and was informed that, due to an error on the back of the title, the paperwork was rejected and was being returned. Respondent promptly

corrected the error and returned the paperwork to the clerk so it could be processed, and the title and registration was then provided to Complainant. Respondent contacted Complainant and updated them regarding the situation and confirmed they still had a valid temporary tag. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

29. 2025057541 (EC)
2025064591
Date Complaint Opened: 09/30/2025, 11/03/2025
First Licensed: 11/09/2022
Expiration: 10/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2024 – Letter of Warning for failure to respond to the Commission's request for a response to a complaint. One complaint closed with $500 civil penalty for failure to respond to the Commission's request for a response to a complaint. One complaint closed with $2,000 civil penalty for failure to respond to the Commission's request for a response to a complaint.

2025057541

Complainant sold their vehicle to Respondent, a franchise dealer, on or around 8/16/25. Complainant had financed this vehicle, and Respondent was supposed to pay off the lien within 30 days. Complainant claims Respondent had not sent the payoff to the lender as of 9/30/25 and the lender was contacting Complainant about payments. Complainant states they have made two payments on the vehicle since they sold it to Respondent. Complainant claims Respondent has the vehicle out on their lot for sale and will not return their phone calls or communicate with them about the payoff.

Respondent confirmed the payoff was being overnighted to the lender on 10/2/25. Respondent explains to every customer who buys a vehicle from them that, depending on when their payment date is, they may be required to make payments after Respondent takes possession of the vehicle, depending on how long the process and mailing of documents takes. In most cases, this only happens if there is a payment actively due or a delay occurs in the process. All customers are reimbursed for any additional payments made during the process. Respondent reached out to Complainant on 10/23/25 to inform Complainant that their check would be available for pickup on 10/24/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025064591

Complainant purchased a new vehicle on 10/2/25 from Respondent, a franchise dealer. Complainant had not received the title or registration for the vehicle as of 11/3/25 and Respondent did not issue a temporary tag to Complainant.

Respondent confirms that the registration paperwork was sent to the county clerk as of 11/18/25, and they overnighted a temporary tag to Complainant as soon as they became aware of the issue. Respondent states the finance manager who failed to provide a temporary tag to Complainant no longer works at the dealership. Counsel recommends issuing a Letter of Warning to Respondent regarding the delay in sending the title and registration paperwork for a new vehicle to the county clerk and for failing to provide a temporary tag to Complainant during the delay.

Recommendation: Letter of Warning for delay in providing title and registration for a new vehicle and delay in providing a temporary tag

Commission Decision: Concur.

30. 2025050411 (EC)
2025054871
Date Complaint Opened: 08/27/2025, 09/17/2025
First Licensed: 05/25/2011
Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2024 – One complaint closed with a letter of warning reminding the Respondent of their duty to timely issue the customer's registration documentation.

2025050411

Complainant purchased a used vehicle on 6/26/25 from Respondent, a franchise dealer. Complainant had not received the title or registration as of 8/27/25.

Respondent confirms Complainant received the title and registration as of 9/29/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025054871

Complainant purchased a used vehicle on 6/4/25 from Respondent, a franchise dealer. Complainant had not received the title or registration as of 9/17/25. Respondent told Complainant that the previous lienholder would not release the lien to the dealership, and they would only give the title to the previous owner.

Respondent confirms Complainant received the title and registration as of 10/15/25. Respondent states lienholders are "getting very protective of their customers and will not talk to them about anything, especially with out-of-state customers [this was a trade from New York]." Counsel recommends issuing a Letter of Warning regarding the delay in providing the title and registration within 120 days.

Recommendation: Letter of Warning for delay in providing title and registration

Commission Decision: Concur.

31. 2025050471 (EC)
2025057661
Date Complaint Opened: 08/27/2025, 09/30/2025
First Licensed: 11/06/2020
Expiration: 03/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2024 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s).

2025050471

Complainant purchased a used vehicle on 6/6/25 from Respondent, a franchise dealer. Complainant had not received the title or registration as of 8/12/25.

Respondent confirms Complainant received the title and registration as of 8/26/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025057661

Complainant purchased a used vehicle on 6/4/25 from Respondent, a franchise dealer. Complainant had not received the title or registration as of 9/30/25, and Complainant's temporary tag expired on 9/27/25.

Respondent has failed to respond to this complaint despite receiving a letter sent by regular mail on 10/1/25 and another certified letter received on 11/18/25. Counsel left voicemails for Respondent on 12/3/25 and 1/16/25, but never received a callback. Counsel recommends issuing a $1,000 civil penalty for failure to respond and a $1,500 civil penalty for failure to provide title and registration within 120 days, for a total of $2,500.

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

Commission Decision: Concur.

32. 2025050871 (EC)
Date Complaint Opened: 08/29/2025
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 purchased a new vehicle from Respondent, a franchise dealer. Complainant alleges the finance manager told them they had to buy additional products to obtain financing, and claims the best interest rate was withheld. Complainant further alleges the vehicle was delivered without fuel, with plastic coverings still in place, no windshield washer fluid, and with an active dashboard error.

Respondent denies the allegations and states the offer with the best interest rate was not received until sometime after three other letters were received with higher interest rates, which had already been communicated to Complainant. When the better interest rate was received, the finance manager updated the Complainant the same day and explained that the Complainant would need to come back to the dealership and sign new paperwork to get the better interest rate. Respondent states this was a misunderstanding and notes that Complainant never purchased any additional products and was given the best interest rate of 7.99%. The vehicle arrived at the dealership the night before it was picked up by Complainant, who arrived shortly after it opened. Complainant was unable to wait for the vehicle to be properly prepared, so they left with an invitation to return when it was convenient for them, so the vehicle could be properly prepared. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

33. 2025052001 (EC)
Date Complaint Opened: 09/04/2025
First Licensed: 01/11/2018
Expiration: 12/31/2025 EXPIRED-GRACE PERIOD
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 4/5/25 from Respondent, a used car dealer. Complainant alleges they had not received the title and registration as of 8/15/25.

Respondent states that Complainant moved from Tennessee to Florida without notifying the dealership, which they argue violates the law because a person with mortgaged property must notify the lender of their valid address. Respondent claims Complainant would not answer their phone calls, but assumes this is because Complainant has been behind on their payments for the vehicle. When Complainant's relative called Respondent about the registration, the vehicle was already out for repossession. Respondent states they still registered the vehicle and sent it to the address provided by the relative. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

34. 2025056871 (EC)
2025063881
Date Complaint Opened: 09/25/2025, 10/29/2025
First Licensed: 11/03/2022
Expiration: 08/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

2025056871

Complainant purchased a used vehicle on 6/16/25 from Respondent, a used car dealer. Complainant alleges Respondent failed to disclose mechanical issues with the vehicle and claims the vehicle has not been registered as of 9/25/25.

Respondent states Complainant purchased the vehicle as-is without warranty despite being offered a third-party warranty. Respondent mailed the title to the address provided by Complainant and then applied for a duplicate title once Complainant notified them it was never received. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025063881

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.

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

Commission Decision: Concur.

35. 2025057681 (EC)
Date Complaint Opened: 09/30/2025
First Licensed: 09/01/1991
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 3/3/25 from Respondent, a used car dealer. Complainant alleges the vehicle was sold for $1,200 because it needed engine work, and they agreed to pay half of the amount upfront and the other half upon receipt of the title. As of 9/30/25, no title has been provided. Complainant's mother was going to be the owner of the vehicle, and they completed the repair work and eventually had to take legal steps to secure a title in their name because Respondent never cooperated with them. Respondent sent Complainant a $175 towing fee bill, even though Complainant personally transported the vehicle with their own truck and trailer, and no towing services were ever provided by Respondent. Complainant claims Respondent has had an auction proceeding against the vehicle even though the title is clear and valid in Complainant's mother's name.

Respondent claims the allegations are not true, and they are "gathering evidence" which is on their cell phone and in text messages. Respondent claims they were following proper procedure to acquire a title for the Complainant, while Complainant went behind their back without their knowledge to obtain the title in their mother's name. Respondent has been trying to contact the previous owner of the vehicle to determine how Complainant obtained a duplicate title for the vehicle before Complainant completed payment. Counsel finds this matter is better suited for a civil court, considering the allegations, and recommends closure.

Recommendation: Close

Commission Decision: Concur.

36. 2025059321 (EC)
Date Complaint Opened: 10/07/2025
First Licensed: 04/16/2013
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2025 – One complaint issued a $1,000 civil penalty for failure to respond to a complaint.

An anonymous Complainant filed this complaint against Respondent, a franchise dealer, alleging deceptive vehicle pricing practices and possible MSRP manipulation. Complainant is employed by a company that is a "live-data automotive technology platform that helps dealers elevate the car-buying experience by transforming the way they connect with customers." The alleged discrepancies involve changes made by an employee of the dealership. It appears that this individual has manually altered pricing directly on the Dealer Inspire website, which is a "leading certified website and digital advertising provider for OEMS." Specifically, the website's MSRP appears to be set based on the selling price, which is slightly below actual MSRP, and then artificially inflated by adding the rebate amount back into the advertised price. Consequently, the displayed MSRP on the dealership website is higher than the genuine MSRP. This inflated MSRP, combined with advertised rebates, creates the illusion of a significant customer discount. Complainant recommends a detailed review and clarification from the dealership to resolve these inconsistencies and confirm the legitimacy of pricing practices.

Respondent finds this complaint very strange because Complainant's employer is a vendor/chat company that was implementing a digital retailing add-on to our website and dealership digital stack. They were supposed to be straightening out the kinks in the integration of their digital tool

which interfaces with our website and other digital vendors. Respondent provided a detailed response to the allegations and denies any wrongdoing, based on their understanding of this very confusing complaint. Respondent reviewed the entire complaint and found no instance of their dealership attempting to sell a vehicle over MSRP or manipulating MSRP. Respondent enclosed screenshots of vehicles on their website showing the prominent location of the window sticker/MSRP label as well as other proof that this complaint is "spurious, vexatious, specious, abusive, and malicious." Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

37. 2025060951 (EC)
Date Complaint Opened: 10/14/2025
First Licensed: 05/23/2024
Expiration: 06/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant, a resident of Virginia, purchased a used vehicle on 8/20/25 from Respondent, a used car dealer. Complainant made a $3,000 down payment and financed the remaining balance. Complainant insinuates Respondent has not produced the title or registration documents as of 10/14/25. Complainant is seeking to rescind the contract because they believe a dealer is only allowed 30 days to produce title and registration documents, even though they have been informed by Respondent and their lender that the law allows 60 days. Complainant believes Respondent is in breach of the sales contract and is withholding funds, acting in bad faith. Complainant cites the law, but it does not support their repeated arguments that there is a 30-day deadline for dealers to provide title and registration. Complainant even claims the 60-day temporary tag does not trump the 30-day deadline. Complainant does not provide any evidence to support their allegations or arguments.

Respondent confirms they received funding for the vehicle on 8/25/25, and the vehicle was registered with the proper agency in Virginia on 10/3/25. Respondent communicated this to Complainant and let them know they could pick up their tag and registration. Counsel notes the registration was completed within the 120-day Tennessee DOR requirement. Despite Complainant's continued follow-up communications with the Commission and repetitive arguments that Respondent did something wrong, Counsel finds no violations and recommends closure.

Recommendation: Close

Commission Decision: Concur.

38. 2025054631 (EC)
Date Complaint Opened: 09/16/2025
First Licensed: 09/26/2023
Expiration: 08/31/2027

License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 7/23/25 from Respondent, a used car dealer, and traded in a vehicle that still had a lien on it. Complainant claims the trade-in vehicle has not been paid off, and they have not received the title and registration as of 8/26/25.

Respondent failed to respond to this complaint despite receiving a letter via regular mail and an email on 9/17/25, as well as a certified letter delivered on 11/5/25. Counsel emailed Respondent on 12/2/25, explaining that the complaint had been referred to the Commission by the Attorney General/Consumer Affairs and that we also needed a response. Respondent never responded to the Commission. Counsel obtained a response to the complaint sent to the Consumer Affairs division, where the complaint originated. Respondent confirmed that the trade-in vehicle was paid off within the 30-day period required by the law. Respondent also stated that the registration paperwork was submitted in accordance with "normal processing timelines." Counsel recommends issuing a $1,000 civil penalty for failure to respond to the Commission.

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

Commission Decision: Concur.

39. 2025060491 (EC)
2025063561
Date Complaint Opened: 10/13/2025, 10/28/2025
First Licensed: 01/29/2013
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity. 2022 – One complaint closed with $250 civil penalty for advertising violation. 2023 – One complaint closed with $119,250 civil penalty for unlicensed activity. 2025 – One complaint closed with $1,000 civil penalty for failure to provide recall database report.

2025060491

Complainant went to one of Respondent's used car dealerships to attempt to purchase a vehicle and was unable to do so because of their credit and the requirement for a larger down payment than they could afford at that time. A representative of the dealership texted Complainant after they left the dealership, asking what the biggest obstacle was to buying a car, and Complainant explained that it was the down payment. This representative told Complainant to go to Respondent's location, and they could get a vehicle for $1,000 down. Complainant asked for this representative upon arrival and was upset to learn they were at a call center. Complainant claimed Respondent took them to see the vehicle they could afford, and it looked as if it had been in many accidents, with gorilla glue holding the mirrors on. Respondent's manager allegedly ignored Complainant, and they eventually got into a verbal altercation with a secretary. Complainant is upset that the manager didn't handle the situation.

Respondent states they attempted to work with Complainant and meet their expectations for a vehicle, but Complainant became loud and disruptive, leading to the end of the potential sales transaction. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025063561

Complainant alleges Respondent, a used car dealer, is advertising vehicles on Facebook Marketplace with the down payment amount only. Complainant claims Facebook regulations require the full price of the vehicle to be posted.

Respondent reached out to the Complainant requesting more information related to the allegations, and Counsel reached out to Complainant for the same, but we did not get a response. Respondent is not aware of any Facebook advertisements that would violate their terms and conditions, and Counsel cannot verify the allegations. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

40. 2025064331 (EC)
Date Complaint Opened: 10/31/2025
First Licensed: 01/04/2017
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity. 2022 – One complaint closed with $250 civil penalty for advertising violation. 2023 – One complaint closed with $119,250 civil penalty for unlicensed activity.

Complainant purchased a used vehicle from Respondent in 2023 and had a very high interest rate. Respondent is a used car dealer. Complainant went to speak with Respondent about their challenging financial situation, hoping they could assist. Complainant alleges that Respondent then advised them to allow the lender to repossess the vehicle, and they would sell Complainant another vehicle with a lower payment. Complainant claims they ended up with two monthly payments that they are struggling to afford.

Respondent reached out to the Complainant and identified a plan of action to help alleviate some of their financial burden. Respondent agreed to purchase one of Complainant's vehicles, and they would pay it off so Complainant would no longer have to make two car payments. Complainant reached out to Counsel to compliment Respondent and stated that the situation had been resolved. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

41. 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 $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.

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

Commission Decision: Concur.

42. 2025056711 (EC)
Date Complaint Opened: 09/24/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 9/13/25 from Respondent, a dealer that is not licensed in Tennessee. Complainant claims Respondent has a licensed dealership in Arkansas, but states they purchased the vehicle in Memphis. The Bill of Sale indicates the Respondent is a licensed Arkansas dealer. An investigation was conducted. The investigator spoke with Complainant's friend, who does not speak English, and was informed that Respondent took the vehicle back and refunded Complainant. The address provided by Complainant turned out to be an auto repair shop that the investigator could not link to Respondent. Respondent has only a Facebook page that lists its Arkansas dealership and address. The investigator spoke with the owner of Respondent's dealership, who confirmed that the vehicle at issue belonged to Respondent and that it was listed on Facebook Marketplace by a family member. When the vehicle was sold, Respondent gave the money to the family member, and the vehicle was then delivered to Complainant in Memphis at the repair shop at Complainant's request because it was convenient and they often took their vehicle there for repairs. The title was properly endorsed by Respondent as an Arkansas dealer, showing it was sold to Complainant. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

43. 2025057241 (EC)
Date Complaint Opened: 09/29/2025
First Licensed: 06/05/2014
Expiration: 04/30/2026
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 in a timely manner.

Complainant purchased a used vehicle on 4/16/25 from Respondent, a franchise dealer. Complainant notes that the vehicle had one prior owner and 12,707 miles on it at the time of purchase. Complainant alleges they noticed the vehicle had not been cleaned or detailed and claims they found a plastic container in the driver's side door compartment with what appeared to be two marijuana joints inside. Complainant called the dealership immediately; they were very apologetic and surprised and offered to detail the vehicle again, but Complainant declined the offer because the dealership was over an hour away, and they had lost trust in Respondent by then. Respondent then offered to pay a third party to detail the vehicle, which was completed. Complainant had purchased a Cilajet Ceramic Coating service for $895, and when they picked up the vehicle after the service was allegedly completed, the vehicle appeared dirty and did not appear to have been done. A few weeks later, Complainant began receiving text messages from the vendor asking if they would be interested in purchasing a ceramic coating service, and it turned out the vendor had no record of the service having been performed on the vehicle. Complainant then decided to take the vehicle to a local detailer specializing in ceramic coatings, who recommended a ceramic coating because there was no indication that the coating had ever been applied. The specialist pointed out signs that the coating was not on the vehicle. Respondent assured Complainant that the service had been completed and explained that the vendor had just taken over this type of work for the dealership and was reaching out as a courtesy to bring in business, claiming they were reaching out to every customer who had recently purchased a vehicle. Respondent eventually agreed to reimburse Complainant the $895 for the service if Complainant agreed to terms that included not posting anything on social media, but Complainant would not agree, so no reimbursement was made. Complainant further alleges the vehicle required

numerous repairs under warranty, leading them to discover that Respondent had coded the warranty for a new vehicle, which meant the vehicle was only covered for 87,293 miles instead of 100,000 miles. Complainant feels Respondent has been unprofessional, negligent, and fraudulent because they want Complainant to settle with them regarding all of the issues mentioned above and release Respondent from all liability as part of the settlement. Complainant wants Respondent to reimburse them for the coating service without conditions, and they want the manufacturer to investigate Respondent's dealership, taking into account all the mistakes, omissions, etc. that occurred as a result of the sale at issue.

Respondent acknowledged the vehicle's condition at the time of the sale was not up to their standards, claiming it had been recently acquired and had not yet completed the full internal detailing process. Respondent failed to catch something that should have been caught, and they recognize the seriousness of the matter. Respondent states their custom shop that performed the coating service had been open less than 30 days, and the follow-up communication issues were a result of internal process gaps during the early startup phase and not an indication of fraudulent intent or misrepresentation. Respondent has since implemented system changes to ensure all services sold are clearly documented, tracked, and communicated across departments. Respondent takes responsibility for the experience not meeting their standards and sincerely apologizes to Complainant for the inconvenience. Although Counsel finds this complaint and the allegations to be serious and unfortunate, there is no evidence of any violations; therefore, Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

44. 2025058301 (EC)
2025073771
Date Complaint Opened: 10/03/2025, 12/04/2025, 12/15/2025
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.

2025058301

Complainant purchased a used vehicle on 8/26/25 from Respondent, a franchise dealer. Complainant traded in a vehicle and claims it had not been paid off within three weeks of the transaction. Complainant claims Respondent has ignored their calls and is not communicating about the issue or offering information.

Respondent's Customer Relations Manager responded to this complaint and stated they have been in communication with Complainant and told them the deal was funded on 9/9/25 and the payoff was sent via overnight mail on 10/3/25. The law requires a trade-in vehicle to be paid off within 30 days of funding, and Respondent met that deadline here. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

2025073771

Complainant purchased a used vehicle on 10/29/25 from Respondent, a franchise dealer. Complainant traded in a vehicle and claims it had not been paid off as of 12/15/25. Complainant claims the loan was funded on 10/31/25.

Respondent's Customer Relations Manager responded to this complaint and states the payoff was sent via overnight mail on 12/18/25. The law requires a trade-in vehicle to be paid off within 30 days of funding, and Respondent did not meet that deadline for this transaction or offer any explanation about the delay. Counsel recommends issuing a $2,500 civil penalty for failing to pay off a trade-in vehicle within 30 days of funding. This is the second time in 2025 that Respondent did not pay off a trade-in vehicle within 30 days of funding.

Recommendation: Authorize a $2,500 civil penalty for failing to pay off a trade-in vehicle within 30 days of funding

Commission Decision: Concur.

45. 2025062541 (EC)
Date Complaint Opened: 10/22/2025
First Licensed: 01/31/2022
Expiration: 01/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 5/10/25 from Respondent, a franchise dealer. Complainant alleges the engine blew up, and claims the vehicle had other issues that made it unsafe to drive.

Respondent sold the vehicle as is, without warranty. Respondent provided the deal file and all documentation related to the sale. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.
46. 2025060711 (EC)
Date Complaint Opened: 10/14/2025
First Licensed: 06/04/2013
Expiration: 06/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2023 – One complaint closed with a letter of warning for failure to respond to the Commission's request for a response to a complaint.

Complainant purchased a used vehicle on 8/30/25 from Respondent, a used car dealer. Complainant alleges that Respondent did not file for a title transfer within 30 days.

Respondent states the delay was due to the auction not having the title from the previous owner. A duplicate title was applied for in October of 2025, and Respondent received it on 11/14/25. Respondent took the title to the county clerk that same day, and the registration and license plate were mailed to Respondent that same day as well. Complainant received the registration on 11/17/25. Counsel recommends closure.

Recommendation: Close

Commission Decision: Concur.

47. 2025027761 (TH)
Date Complaint Opened: 05/15/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complaint No. 2025027761 alleges Respondent is selling more than the allotted five (5) vehicles in a twelve (12) month period. The County Clerk was advised that it was within their authority to deny titling a vehicle for individuals participating in unlicensed activity. Since the complaint, there has not been any evidence of Respondent selling and titling vehicles. Accordingly, Counsel recommends closing this complaint with a Letter of Warning pertaining to unlicensed activity.

Recommendation: Letter of Warning.

Commission Decision: Concur.

48. 2025055531 (TH)
Date Complaint Opened: 09/19/2025
First Licensed: 06/19/2019
Expiration: 09/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2024 – One complaint placed in litigation monitoring.

Complainant No. 2025055531 was opened internally based on allegations of unlicensed activity. Respondent acknowledges their one salesperson's license expired on January 31, 2025, and that their dealer license expired on June 30, 2025. Both licenses were renewed on September 17, 2025. Respondent explains that the circumstances surrounding these expirations "were unforeseen and largely due to the unfortunate passing of [Respondent's] long-time CPA." Respondent states this resulted in delays in transitioning to a new CPA and renewing the licenses. During this lapse, Respondent sold one (1) vehicle. Based on the time between the expiration dates and the renewal, Counsel recommends assessing a Two Thousand Five Hundred Dollar ($2,500.00) civil penalty.

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

Commission Decision: Concur.

49. 2025054931 (TH)
Date Complaint Opened: 09/18/2025
First Licensed: 05/06/2014
Expiration: 09/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that while in the process of purchasing a vehicle from Respondent, they felt Respondent was acting deceptively. Specifically, Complainant states Respondent was requiring them to sign "As-Is" paperwork on a new vehicle. Complainant advises that they did not move forward with the sale after this request.

Respondent explains that since the filing of this complaint, the dealership's team has reached out Complainant and attempted to clarify and address any concerns. Respondent states, as part of those communications, Respondent released Complainant from the transaction and believes there has been a "full resolution" to the matter. Nevertheless, Respondent states they deny the allegations in the complaint, and explain that the "warranty statement" section that Complainant is referring to is utilized as a standard part of their purchase agreement. Respondent provided their "warranty statement" and explained that the "language accurately makes clear that Manufacturer factory warranties are warranties provided by the Manufacturer, and that Vehicle Service Contracts ("VSCs") are contracts provided by the VSC companies." Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

50. 2025051291 (TH)
2025067391
Date Complaint Opened: 08/31/2025, 11/12/2025
First Licensed: 01/27/2020
Expiration: 01/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2020 – complaint closed with $750 civil penalty for advertising violation; 2021 – complaint closed with $10,000 civil penalty for advertising violations and requiring Respondent to appear before Commission. 2023 – One complaint closed with letter of instruction for selling a demo as a new vehicle.

2025051291:

Complainant purchased a vehicle from Respondent. Complainant alleges that Respondent used bait-and-switch tactics during the sale. Specifically, Complainant alleges that Respondent did not properly disclose the total finance amount of the vehicle.

Respondent denies the allegations. Respondent states Complainant was provided with all information pertaining to the sale, and that all documentation included all aspects of the sale. Respondent states Complainant decided to purchase additional warranties with the vehicle, which changed the purchase price. Respondent included the bill of sale with any addendums.

Recommendation: Close.

Commission Decision: Concur.

2025067391:

Complainant alleges Respondent misled them about being required to place a down payment. Additionally, Complainant alleges that Respondent failed to honor the One Thousand Dollar ($1,000.00) rebate for being a college student.

Respondent explains that due to Complainant's credit score, they were required to place a down payment for the vehicle. Further, Respondent states that Complainant was denied the college student rebate because they did not submit the required documentation within thirty (30) days of purchase.

Recommendation: Close.

Commission Decision: Concur.

51. 2025065721 (TH)
Date Complaint Opened: 11/05/2025
First Licensed: 06/22/2004
Expiration: 06/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2023 – One complaint closed with a $500 civil penalty for engaging in false, fraudulent, or deceptive practice(s).

Complainant alleges that Respondent misled Complainant during the purchasing process. Respondent asserts the confusion resulted from miscommunication between the parties, which occurred due to the dealership's finance manager leaving on vacation while the Complainant was progressing through the transaction. However, Respondent advises that they honored Complainant's original offer and believe all issues have been resolved. Accordingly, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).

Recommendation: Letter of Instruction.

Commission Decision: Concur.

52. 2025046791 (TH)
Date Complaint Opened: 08/12/2025

First Licensed: 10/09/2020
Expiration: 10/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant lives outside of the United States. Complainant alleges that Respondent was delayed in providing the required paperwork to complete the purchase of a vehicle despite Complainant wiring Respondent the funds for the vehicle. Respondent explains that there were concerns about fraudulent activity and, as a result, delays in executing the paperwork. However, the Respondent expressed that the parties have been working with a third-party to complete the paperwork and assured that the deal is being finalized. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

53. 2025052471 (TH)
Date Complaint Opened: 09/08/2025
First Licensed: 05/25/2021
Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges, however, that Respondent failed to disclose that the vehicle had previously been repossessed. Respondent explains that they were unaware of the vehicle's history. Respondent states that the auction. Respondent purchased the vehicle, but did not inform Respondent of the vehicle's history, nor did they have knowledge of the vehicle previously being repossessed. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

54. 2025052511 (TH)
Date Complaint Opened: 09/08/2025
First Licensed: 03/19/2014
Expiration: 10/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges that as of September 8, 2025, it had been sixty-seven (67) days since purchase, and the vehicle's registration had not been delivered. On September 15, 2025, Respondent confirmed they were providing the registration documentation to Complainant. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

55. 2025052321 (TH)
Date Complaint Opened: 09/06/2025
First Licensed: 02/25/2021
Expiration: 03/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that Respondent sold them a faulty vehicle. Respondent explains they did not know of any issues with the vehicle prior to the sale, and that the vehicle was sold "As-Is" with no warranty. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

56. 2025053431 (TH)
2025068721
Date Complaint Opened: 09/11/2025, 11/20/2025
First Licensed: 01/11/2021
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2021 – One complaint closed with a $250 agreed citation for advertising violation. 2025 – One complaint closed with a letter of instruction reminding Respondent to timely provide customers with registration documentation.

2025053431:

Complainant purchased a vehicle from Respondent. Complainant explains they have been unable to register their vehicle. Respondent explains they purchased the vehicle from an auction in Kentucky. Respondent states the vehicle underwent a Kentucky inspection and passed with the incorrect VIN, and was later sold at auction to Respondent. Complainant learned of the issue when the vehicle went under inspection in Florida. Respondent explains they were unaware of this issue at the time of sale and have been working with Complainant and the auction to resolve the issue. Respondent advises they are working on either refunding Complainant or providing Complainant with another vehicle. Accordingly, Counsel recommends closing this complaint with a Letter of Warning pertaining to providing customers with proper registration documentation in a timely manner. Counsel also recommends referring this matter to the Kentucky Commission for further investigation into the Kentucky Auction.

Recommendation: Letter of Instruction and referring to the Kentucky Commission.

Commission Decision: Concur.

2025068721:

Complainant alleges Respondent failed to provide the title for the vehicle they purchased. Respondent denies the allegations and believes a false complaint was filed against them. Respondent provided documentation transferring the title to the Consumer. Respondent confirmed to Counsel that the title was delivered via FedEx. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

57. 2025054391 (TH)
Date Complaint Opened: 09/16/2025
First Licensed: 01/11/2013
Expiration: 11/30/2025
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

This complaint is based on a contractual issue. Accordingly, this matter is outside the jurisdiction of the Commission. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

58. 2025054491 (TH)
Date Complaint Opened: 09/16/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Salesman
History (5 yrs.): None.

Complainant alleges Respondent is selling vehicles unlicensed and failed to provide the title for the vehicle purchased by Complainant. Respondent denies selling any vehicles and advises they have signed titles for another individual who allegedly sells vehicles out of their home. Accordingly, Counsel recommends issuing a Letter of Warning to Respondent pertaining to unlicensed activity and opening a complaint against the referenced individual alleging selling vehicles unlicensed.

Recommendation: Letter of Warning. Counsel also recommends opening a complaint for further investigation into possible unlicensed activity.

Commission Decision: Concur.

59. 2025045961 (TH)
Date Complaint Opened: 08/11/2025

First Licensed: 12/03/2018
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges it took longer than two (2) months for them to receive their registration documentation from Respondent. Respondent confirms the documentation has been provided to Complainant, and the delay was due to difficulty obtaining the paperwork. Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to timely issue registration documentation.

Recommendation: Letter of Warning.

Commission Decision: Concur.

60. 2025050691 (TH)
Date Complaint Opened: 08/28/2025
First Licensed: 09/01/1991
Expiration: 11/30/2025
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased their vehicle in 2022 from Respondent. Complainant alleges recently learned the vehicle had a higher interest rate on it than agreed upon verbally at the time of purchase. Complainant expresses that this has delayed their ability to pay the vehicle off. Respondent denies the allegations and states all paperwork documenting the details of the purchase were provided to and signed by Complainant. Respondent provided the signed documentation. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

61. 2025068971 (TH)
Date Complaint Opened: 11/19/2025
First Licensed: 08/08/2022
Expiration: 08/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent and alleges that Respondent failed to timely provide the vehicle's registration documentation. Complainant has received the vehicle's title; however, Complainant asserts that Respondent engaged in deceptive actions during the process.

The Commission has received information indicating that the Respondent is ceasing operations and that all inventory has been repossessed by their floor planner. Accordingly, Counsel recommends referring this matter to the Department of Revenue and closing and flagging this

complaint. Further, Counsel recommends that the Commission authorize the Executive Director to close, flag, and refer any future complaints involving the Respondent.

Recommendation: Close and Flag. Counsel also recommends referring this matter to the Department of Revenue and authorizing the Executive Director to close, flag, and refer any future complaints involving the Respondent.

Commission Decision: Concur.

62. 2025047861 (TH)
Date Complaint Opened: 08/18/2025
First Licensed: 04/30/2008
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a boat from Respondent on July 14, 2025. Complainant alleges that Respondent failed to timely pay off Complainant's trade-in. Respondent states they submitted the trade-off payment on August 12, 2025, and the check cleared on August 21, 2025. Nevertheless, since this complaint is based on the purchase of a boat, it is outside the jurisdiction of the Commission and, as such, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Attorney General's Office for further investigation.

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

Commission Decision: Concur.

63. 2025049601 (TH)
Date Complaint Opened: 08/20/2025
First Licensed: 01/09/2025
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant stated they purchased their vehicle around two (2) months ago and had not received their registration. Respondent confirms Complainant has received their registration paperwork, and that it had been waiting for Complainant to pick up at FedEx. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

64. 2025054971 (TH)
Date Complaint Opened: 09/17/2025
First Licensed: 09/01/1991

Expiration: 09/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that Respondent erroneously provided their information to financial institutions requesting loans. Respondent explains that after reviewing the matter, they identified that the issue was the result of a clerical error related solely to the customer's physical address. Respondent assures that "no personal identifiers such as Social Security numbers, dates of birth, or other sensitive information were affected." Counsel recommends closing this with a Letter of Warning.

Recommendation: Letter of Warning.

Commission Decision: Concur.

65. 2025048791 (TH)
Date Complaint Opened: 08/18/2025
First Licensed: 03/24/2011
Expiration: 03/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2023 – One complaint closed with a $500 civil penalty for failure to respond to the Commission's request for a response to a complaint. 2024 – One complaint closed with a letter of caution for engaging in false, fraudulent, or deceptive practice(s).

Complainant purchased a vehicle from Respondent in June 2024. However, as of October 2025, Complainant had not received the title to the vehicle. On October 15, 2025, Respondent informed Counsel that they were working to determine the title's status; however, Counsel has not received any further updates from Respondent or Complainant regarding the title's status. Nevertheless, based on the time elapsed from purchase to the time of Complainant No. 2025048791 being filed, Counsel recommends the Commission assess a One Thousand Dollar ($1,000.00) civil penalty.

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

Commission Decision: Concur.

66. 2025053671 (TH)
Date Complaint Opened: 09/14/2025
First Licensed: 08/27/2018
Expiration: 08/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2019 – One complaint closed with $1,000 civil penalty for issuing more temporary tags than allowed. 2025 – One complaint closed with a $500 civil penalty for advertising violation.

Complainant brought their vehicle to Respondent's dealership for repair. Complainant filed Complainant No. 2025053671 alleging that the Respondent acted deceptively during the repair

process. However, Complainant has since requested that their complaint be withdrawn. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

67. 2025056701 (TH)
Date Complaint Opened: 09/25/2025
First Licensed: 10/04/2005
Expiration: 09/30/2025 (Expired)
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant states they purchased a vehicle in cash from Respondent on October 18, 2024. Complainant, however, alleges that they never received the title. Respondent states Complainant did receive the title for the vehicle. Respondent explains that Complainant came to the dealership to pick up the title and signed Respondent's copy of the title to confirm pickup. Respondent provided a copy of the signed title. As such, Counsel recommends closing the complaint and referring the matter to the Department of Revenue to aid Complainant in obtaining a duplicate title.

Recommendation: Close and refer to the Department of Revenue.

Commission Decision: Concur.

68. 2025057041 (TH)
Date Complaint Opened: 09/26/2025
First Licensed: 02/04/2022
Expiration: 01/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2024 – One complaint closed with $500 civil penalty for failure to respond to the Commission's request for a response to a complaint.

Complainant is an out-of-state customer and purchased a vehicle from Respondent on July 30, 2025. Complainant alleges there was a delay in obtaining their registration documentation. Respondent explains that the tag work was sent to the Texas DMV approximately between August 7, 2025, and August 11, 2025. Furthermore, Respondent states the tags were then mailed to Complainant on October 9, 2025. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to timely issue registration documentation.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

69. 2025057401 (TH)

Date Complaint Opened: 09/29/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

An anonymous complaint was filed alleging that Respondent was operating an unlicensed dealership. An investigation was conducted. The investigator found a title company operating at the address listed in the complaint. Respondent denied selling any vehicles since opening their business. Accordingly, Counsel recommends closing this complaint with a Letter of Warning informing Respondent of the regulations pertaining to unlicensed activity.

Recommendation: Letter of Warning.

Commission Decision: Concur.

70. 2025050001 (TH)
2025053491
Date Complaint Opened: 08/26/2025, 09/12/2025
First Licensed: 03/30/2021
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2023 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practice(s).

2025050001:

Complainant states they purchased a vehicle from Respondent on June 27, 2025, and as of August 24, 2025, had not received their registration documentation.

Respondent explains they mailed Complainant the vehicle registration documents along with a check to cover the registration fees. Respondent advises that, despite this, Complainant has not yet registered the vehicle nor answered Respondent's multiple attempts at contact. Respondent states they informed the DMV representative that a check had already been mailed with the necessary registration paperwork. Respondent states it offered to issue Complainant a second check to resolve any issues, but did not receive a response from Complainant. Respondent explains they are unable to take any further steps as Complainant is in possession of both the title and registration paperwork. Respondent provides evidence of the multiple attempts to contact Complainant. Accordingly, Counsel recommends closing this complaint.

Recommendation: Close.

Commission Decision: Concur.

2025053491:

Complainant purchased a vehicle from Respondent. Complainant states it took approximately four (4) months to receive their title. Accordingly, Counsel recommends issuing a Letter of Warning to remind Respondent to issue registration documentation in a timely manner.

Recommendation: Letter of Warning.

Commission Decision: Concur.

71. 2025055051 (TH)
Date Complaint Opened: 09/18/2025
First Licensed: 12/18/2019
Expiration: 12/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant is an out-of-state purchaser and obtained a vehicle from Respondent on April 19, 2025. However, as of January 12, 2026, Complainant has not been provided with the vehicle's registration. Respondent advised Counsel that they "send [Respondent] updated temporary tags" during the delay. Respondent states the delay is due to unforeseen issues and explains that they are working with a third-party company to register the vehicle. However, based on the extreme delay in providing registration documentation and in issuing more than the legally allotted number of temporary tags, Counsel is recommending that a Five Thousand Dollar ($5,000) civil penalty be assessed.

Recommendation: Authorize assessing a Five Thousand Dollar ($5,000) civil penalty.

Commission Decision: Concur.

72. 2025055741 (TH)
Date Complaint Opened: 09/20/2025
First Licensed: 06/11/2010
Expiration: 05/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges that approximately two (2) days after purchase, twelve (12) warning lights came on in the vehicle. Respondent states they were unaware of any issues with the vehicle prior to purchase and that the vehicle was sold "As-Is" without warranty. Respondent provided the signed documentation. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

73. 2025037601 (TH)

Date Complaint Opened: 07/01/2025
First Licensed: 01/06/2025
Expiration: 12/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that Respondent failed to provide all the required documentation to Complainant and to disclose that the purchased vehicle had previous damage. Respondent alleges Complainant purchased a vehicle "as-is." However, neither party answered Counsel's request for documentation. Accordingly, Counsel recommends issuing a Letter of Warning reminding Respondent of Tenn. Comp. R. & Regs. 0960-1-.11 (Failure to maintain Business Records), as well as reminding Respondent to answer all requests from the Commission as required under Tenn. Rules & Reg. 0960-01-.23.

Recommendation: Letter of Warning.

Commission Decision: Concur.

74. 2025055541 (TH)
Date Complaint Opened: 09/19/2025
First Licensed: 04/19/2021
Expiration: 09/30/20
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased an RV from Respondent. Complaint No. 2025055541 was filed alleging Respondent failed to provide the title within thirty (30) days of purchase. However, Complainant has since followed up, requesting that their complaint be withdrawn. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

75. 2025050581 (TH)
Date Complaint Opened: 08/28/2025
First Licensed: 09/24/2024
Expiration: 09/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent on May 27, 2025. Complainant alleges Respondent failed to timely provide the vehicle's registration documentation. However, Complainant failed to answer the Commission's multiple attempts at contact.

Respondent explains they applied for the Kentucky Certificate of Title or Registration (transfer) dated May 27, 2025. The Respondent's EZ Tag account showed that one (1)

temporary registration tag was issued for the vehicle on May 27, 2025. Respondent expresses that they were communicating with an employee of the Department pertaining to their response to the complaint; however, Counsel does not have a record of Respondent's answer. As such, Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to answer the Commission.

Recommendation: Letter of Instruction.

Commission Decision: Concur.

76. 2025051961 (TH)
Date Complaint Opened: 09/04/2025
First Licensed: 02/25/2009
Expiration: 05/31/2026 (CLOSED)
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

During an annual inspection conducted at Respondent's dealership on September 3, 2025, a Notice of Violation was issued to Respondent for failure to have an active city license, as well as failure to have an active county license. An agreed citation was sent to Respondent on September 4, 2025. However, Respondent failed to answer the agreed citation and failed to answer Counsel's request for a response sent via email on October 21, 2025. Accordingly, Counsel requested an investigation. The investigator determined that Respondent closed, and a license cancellation was submitted on November 21, 2025. As such, Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur.

77. 2025052841 (TH)
Date Complaint Opened: 09/08/2025
First Licensed: 07/23/2013
Expiration: 06/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Respondent was issued a Notice of Violation for unlicensed activity. Respondent's license expired on June 30, 2025. Respondent submitted and paid for their application in May, prior to the expiration date; however, Respondent failed to provide their bond and insurance information at the time of submission. Respondent provided their bond and insurance on September 10, 2025, at which time they were renewed. During the lapse period, Respondent sold four (4) vehicles; however, during that period, Respondent's bond and insurance were active and valid. Counsel recommends a Letter of Warning pertaining to unlicensed activity.

Recommendation: Letter of Warning.

Commission Decision: Concur.

78. 2025057601 (TH)
Date Complaint Opened: 09/30/2025
First Licensed: 07/24/2013
Expiration: 07/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from a now-closed dealership in 2015. Complainant explains they paid off their vehicle in 2017 and obtained the vehicle's title. However, Complainant lost the title and on June 25, 2025, went to obtain a new title. Complainant states that at that time, they learned the dealership had closed and had failed to remove the lien from the vehicle. Complainant contacted Respondent after being informed that they were the current lien holder. Complainant states that Respondent required Complainant to pay fifty dollars ($50.00) for a discharge letter. Complainant confirmed that the lien was released and that they were able to obtain a duplicate title. Respondent states the fee was due to the time required to prepare the paperwork, given that the sale was in 2015. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).

Recommendation: Letter of Instruction.

Commission Decision: Concur.

79. 2025059221 (TH)
Date Complaint Opened: 10/07/2025
First Licensed: 10/23/2015
Expiration: 10/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant states that after the Respondent performed a recall on the vehicle, there was a mechanical failure. Respondent advises they have Complainant's vehicle in their shop and have approved the necessary repairs. Respondent states that their mechanic followed the recall procedures and is unable to identify why the transmission failed. Respondent states in "the spirit of customer service" they are "good-willing" to make the repairs needed. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

80. 2025060311 (TH)
Date Complaint Opened: 10/12/2025
First Licensed: N/A (Unlicensed)

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

This complaint was filed anonymously, alleging that Respondent was operating an unlicensed dealership. An investigation was conducted. The investigator conducted internet research on the predicted subject, attempting to locate advertising for vehicles potentially being marketed and offered for sale, but failed to return any supporting information or advertising. Further, the investigator visited the address listed in the complaint but observed no unlicensed activity. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

81. 2025056651 (TH)
Date Complaint Opened: 09/24/2025
First Licensed: 09/01/1991
Expiration: 05/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges that after purchase, they became aware that the vehicle was faulty. Complainant alleges that Respondent failed to inform Complainant of the vehicle's issues prior to purchase.

Respondent denies the allegations. Respondent explains they offered Complainant a full refund as a goodwill gesture to resolve any issue with Complainant. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

82. 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).

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

Commission Decision: Concur.

83. 2025061521 (TH)
Date Complaint Opened: 10/16/2025
First Licensed: 12/07/2023
Expiration: 12/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant brought their used vehicle to Respondent for repair. Complainant alleges that Respondent has failed to satisfy the agreement made between the parties pertaining to the repair. Respondent provided a signed "We Owe" document establishing that no agreement was made between the parties. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

84. 2025054951 (TH)
Date Complaint Opened: 09/17/2025
First Licensed: 05/26/2011
Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): 2025 – One complaint closed with a letter of warning regarding an advertising violation.

Complainant is the co-owner of a vehicle. The complaint alleges that the Respondent allowed the Complainant's signature to be forged and the vehicle to be traded in without the Complainant's permission.

Respondent explains, based on their internal investigation, that it appears Complainant's ex-boyfriend (hereinafter "partner") provided documents to Respondent's salesperson that were purportedly signed by Complainant. Respondent states they have since learned Complainant's partner may have been untruthful and signed the documents fraudulently. Respondent advises that they have since terminated the salesperson who did not follow the dealership's protocol for detecting or preventing fraud. Respondent explains they have been in communication with Complainant's attorney to determine if there is anything they can do to make Complainant whole. Accordingly, Counsel recommends closing this complaint with a Letter of Warning pertaining to Tennessee Code Annotated § 55-17-114(b)(1)(H) (Failure to Supervise Salespersons or Employees).

Recommendation: Letter of Warning.

Commission Decision: Concur.

85. 2025055501 (TH)
Date Complaint Opened: 09/19/2025
First Licensed: 02/04/2019
Expiration: 01/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges there was a delay in obtaining their title from Respondent.

Respondent states that Complainant purchased their vehicle on June 9, 2025, and explains that, unfortunately, they did not receive the title until September 11, 2025, due to a correction that had to be made to the title. Respondent advises that they provided the title to Complainant on September 11, 2025. Counsel recommends closing this complaint with a Letter of Warning reminding Respondent to timely issue registration documentation.

Recommendation: Letter of Warning.

Commission Decision: Concur.

86. 2025055611 (TH)
Date Complaint Opened: 09/19/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

A complaint was filed alleging that Respondent engaged in unlicensed activity. An inspector completed a drive-by inspection and did not observe any unlicensed activity. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

87. 2025063761 (TH)
Date Complaint Opened: 10/28/2025
First Licensed: 05/05/2021
Expiration: 10/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that Respondent unjustly repossessed Complainant's vehicle. Respondent explains that Complainant defaulted on their loan and, subsequently, the vehicle was repossessed. Respondent provided a timeline of the default and the corresponding documentation with their response. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

88. 2025056161 (TH)
Date Complaint Opened: 09/23/2025
First Licensed: 06/24/2022
Expiration: 06/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle on April 30, 2025, from Respondent, and as of the time of their complaint, they had not received their registration documentation. On November 19, 2025, an investigator traveled to the Respondent's location and found a new licensed dealership operating there. Consequently, the investigator submitted a cancellation for the Respondent's license. The investigator spoke to the owner of the new dealership, who advised that they do not have a connection with the Respondent. The investigator also spoke with Complainant, who advised that they had filed a claim against the Respondent's bond and had received the vehicle's title. Based on the investigation's findings, Counsel recommends closing and flagging this complaint.

Recommendation: Close and flag.

Commission Decision: Concur.

89. 2025056981 (TH)
Date Complaint Opened: 09/25/2025
First Licensed: 09/01/1991
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant No. 2025056981 alleges that Complainant was unable to register their vehicle or get in touch with Respondent. However, Complainant failed to respond to multiple attempts of contact throughout the investigation. Due to the Complainant's failure to respond, a VIR was requested with the Department of Revenue. The returned records confirmed that the vehicle's ownership had been successfully transferred over to the Complainant through title.

A request for a response was sent to the Respondent; however, the email returned as undeliverable. Accordingly, Counsel recommends that a Letter of Warning be personally served

on the Respondent at the Respondent's dealership location, reminding them to maintain an updated mailing address with the Commission and to respond to all Commission requests.

Recommendation: Letter of Warning.

Commission Decision: Concur.

90. 2025057301 (TH)
Date Complaint Opened: 09/29/2025
First Licensed: 04/29/2003
Expiration: 04/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant's brother purchased a vehicle from Respondent on August 29, 2025. Complainant explains that their sibling recently passed away and that, subsequently, Complainant is filing the complaint on behalf of their brother. Complainant states the vehicle began having issues immediately after purchase and alleges Respondent sold the vehicle with "swapped VINs."

Respondent explains that within hours of purchase, the purchaser's sister (the Complainant) called the dealership and expressed that the vehicle was having issues. Respondent states, accordingly, they sent an employee to pick up the vehicle and were told by the purchaser that there were no issues and that the purchaser did not want Respondent to take the vehicle. Then, according to the Respondent, the purchaser called later in the week, alleging that the vehicle was having issues and that they would bring it in. However, the Respondent explains that the purchaser followed up, expressing that they had the vehicle repaired by a third party. Respondent states they did not hear from the purchaser after that conversation.

Respondent explains that, regarding the VINs on the vehicle, the vehicle had a rebuilt title, and that the VIN on the vehicle and on the title matched and were corrected. Respondent provided the corresponding documentation. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

91. 2025057311 (TH)
Date Complaint Opened: 09/25/2025
First Licensed: 02/24/2011
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent in 2018. Complainant states they have a warranty on the vehicle and explains that the vehicle is experiencing engine problems.

However, according to Complainant, Respondent is refusing to honor the warranty and replace the engine.

Respondent explains that, based on the mechanical code output by the vehicle, they cannot obtain coverage for the repair under the warranty. Respondent advises that they have been in communication with the manufacturer to have the vehicle repaired and have offered to cover the cost of towing the vehicle to the dealership. Respondent clarifies that warranty repairs must be approved by the manufacturer, and that Complainant's request was denied by the manufacturer. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

92. 2025058161 (TH)
Date Complaint Opened: 10/03/2025
First Licensed: 09/01/1991
Expiration: 01/31/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

This complaint concerns a contractual issue. Accordingly, this matter is outside the Commission's jurisdiction. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

93. 2025059001 (TH)
Date Complaint Opened: 10/06/2025
First Licensed: 07/06/2020
Expiration: 06/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2025 – One complaint closed with a letter of warning for false, misleading, or deceptive advertising.

This matter is currently involved in ongoing litigation. As such, Counsel recommends placing the matter into litigation monitoring.

Recommendation: Litigation Monitoring.

Commission Decision: Concur.

94. 2025063251 (TH)
Date Complaint Opened: 10/23/2025
First Licensed: 12/02/2022

Expiration: 11/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent acted fraudulently by failing to disclose that the vehicle had previously been registered in Canada. Complainant alleges this has influenced the validity of their service contract.

Respondent explains that the vehicle in question was originally registered in Canada after being manufactured in the US, and that the dealership acquired the vehicle at auction. Respondent states that, according to the auction, the vehicle was properly imported back into the United States through the Department of Transportation. Respondent confirms they have been working closely with Complainant to resolve any issues and have verified with the warranty company that Complainant's coverage is active and valid. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

95. 2025063481 (TH)
Date Complaint Opened: 10/27/2025
First Licensed: 11/14/2008
Expiration: 06/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. This complaint appears to pertain to a possible Lemon Law allegation. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Attorney General's Office.

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

Commission Decision: Concur.

96. 2025065951 (TH)
Date Complaint Opened: 11/07/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

This matter is currently under investigation by another department. Accordingly, Counsel recommends placing this matter into litigation monitoring.

Recommendation: Litigation Monitoring.

Commission Decision: Concur.

97. 2025068271 (TH)
2025061581
Date Complaint Opened: 11/19/2025, 10/16/2025
First Licensed: N/A (Unlicensed)
Expiration: N/A
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Both Complaint No. 2025068271 and Complaint No. 2025061581 are related to Complainant No. 2025065951. Accordingly, Counsel recommends placing both matters into litigation monitoring.

Recommendation: Litigation Monitoring.

Commission Decision: Concur.

98. 2025060141 (TH)
Date Complaint Opened: 10/10/2025
First Licensed: 09/01/1991
Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent was untimely in providing registration documentation, as well as additional owner's manual and vehicle keys. Respondent explains the purchase date was September 1, 2025, and the permanent tag was issued to Complainant on October 16, 2025. Further, Respondent states that the additional owner's manual and keys were sent to Complainant on October 28, 2025. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

99. 2025061761 (TH)
Date Complaint Opened: 10/17/2025
First Licensed: 05/14/2014
Expiration: 04/30/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): 2021 – One complaint closed with $500 civil penalty for issuing more temporary tags than allowed.

Complainant purchased a vehicle from Respondent on July 30, 2021, and completed payment on the vehicle on August 13, 2025. Complainant states, however, that as of October 17, 2025,

the vehicle's title has not been delivered. Respondent states that, based on their records, the title was sent by the credit union on November 20, 2025. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

100. 2025064431 (TH)
Date Complaint Opened: 10/31/2025
First Licensed: 10/19/2000
Expiration: 02/28/2026
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. This complaint appears to pertain to a possible Lemon Law allegation. Accordingly, Counsel recommends closing this complaint and referring the matter to the Department of Consumer Affairs at the Attorney General's Office.

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

Commission Decision: Concur.

101. 2025067301 (TH)
Date Complaint Opened: 11/03/2025
First Licensed: 03/10/2016
Expiration: 01/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

This matter appears to be a contractual issue outside the Commission's jurisdiction. Additionally, the complaint alleges Lemon Law violations. Accordingly, Counsel recommends closure by the Commission and referring the matter to the Department of Consumer Affairs at the Attorney General's Office.

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

Commission Decision: Concur.

102. 2025063341 (TH)
Date Complaint Opened: 10/24/2025
First Licensed: 09/01/1991
Expiration: 08/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant alleges that Respondent damaged their vehicle during an oil change. Respondent advises that the repair on the vehicle was completed and accepted by Complainant, and provided a copy of the Repair Invoice. Accordingly, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

103. 2025062591 (TH)
Date Complaint Opened: 10/21/2025
First Licensed: 10/22/2021
Expiration: 06/30/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

During a biennial inspection on October 21, 2025, Respondent was issued a Notice of Violation for having an expired City and County Business Tax License (expired May 15, 2025). Respondent failed to answer the Agreed Citation mailed to them on October 22, 2025. Counsel recommends the Commission assess a One Thousand Dollars ($1,000.00) civil penalty, based on Five Hundred Dollars ($500.00) per violation.

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

Commission Decision: Concur.

104. 2025063741 (TH)
Date Complaint Opened: 10/28/2025
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.

Complainant explains they feel "profound disappointment, frustration, and utter dismay regarding the manner in which [Respondent] has handled the warranty paint repair" for their vehicle. Respondent explains that warranty work is not controlled by the dealership, but rather by the vehicle manufacturer. Respondent expounds that in this matter specifically, the warranty repainting process included specific requirements prior to any work being done, and that the body shop had its own schedule of appointments for conducting warranty repair work. Nevertheless, Respondent confirms Complainant's vehicle painting was completed under warranty, and Complainant has received the vehicle back. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Concur.

105. 2025076471 (TH)
Date Complaint Opened: 12/23/2025
First Licensed: 05/23/2017
Expiration: 05/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant is an out-of-state customer and purchased a vehicle in cash from Respondent on August 9, 2025, and states there was a delay in obtaining their title from Respondent. In response, Respondent advises that Complainant received their title on December 21, 2025. Respondent states there are sometimes delays in providing titles "due to what auction state we purchased from and due to any type of clerical errors on titles."

Based on the delay in providing Complainant the vehicle's title, Counsel recommends the Commission assess a One Thousand Dollar ($1,000.00) civil penalty.

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

Commission Decision: Concur.

RE-PRESENATION

106. 2025023261 (EC)
Date Complaint Opened: 04/22/2025
First Licensed: 09/08/2023
Expiration: 08/31/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

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

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

Commission Decision: Concur.

New Information: Respondent mailed the notarized statement and responded to the investigator as requested, but it appears the investigator did not provide the documents to Counsel before presenting this complaint at the last meeting. Counsel has since reviewed this file and all documentation provided by the Respondent and concludes that Respondent has fully cooperated with the Commission and made the Complainant whole. Counsel recommends closure.

New Recommendation: Close

New Commission Decision: Concur.

107. 2025052891 (EC)
Date Complaint Opened: 09/10/2025
First Licensed: 05/15/2025
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

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

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

Commission Decision: Concur.

New Information: Respondent contacted Counsel after receiving the Consent Order and went over the website in detail. Respondent demonstrated that they disclose their doc fee on their website, and Counsel had simply failed to click a drop-down option to find it. Respondent has since made changes to the website so consumers no longer have to click a drop-down option to view the disclosure of the doc fee. Counsel recommends closure.

New Recommendation: Close

New Commission Decision: Concur.

108. 2025020101 (EC)
Date Complaint Opened: 04/10/2025
First Licensed: 04/16/2013
Expiration: 02/28/2027
License Type: Motor Vehicle Dealer
History (5 yrs.): None.

Complainant purchased a used vehicle on 2/8/25 from Respondent, a franchise dealer. Complainant has not received the title or registration as of 4/10/25. Complainant alleges Respondent's employee informed them that they never should have sold the vehicle because they

knew they were having issues with the title. The complaint was first sent to Respondent via regular mail on 4/21/25 and no response was received. The complaint was then sent via certified mail which was delivered on 5/14/25. Respondent has failed to respond to the complaint. An investigation was conducted.

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

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

Commission Decision: Concur.

New Information: The CEO/President of Respondent's dealership called Counsel after receiving the Consent Order and provided details of mitigating factors surrounding this matter. First, Respondent has consistently responded to complaints filed with the Motor Vehicle Commission for the past 12 years and has never failed to respond. The dealership had to let their General Manager go, and that is likely what led to the complaint being misplaced or not passed on to the appropriate person for a response. The Respondent returned the vehicle at issue and provided a full refund to the Complainant, despite the mileage accrued while it was still in the Complainant's possession. Counsel recommends issuing a Letter of Warning to Respondent, considering their response history, the possible intentional negligence of a disgruntled manager, and the fact that Respondent made the Complainant whole despite there being no evidence that Respondent did anything wrong and was not required to resolve the issues with Complainant.

New Recommendation: Letter of Warning for failure to respond

New Commission Decision: Concur.

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

ROLL CALL VOTE

JOHN RYDELL	**YES**
TRISHA JUNG	**YES**
TIM COPENHAVER	**YES**
NELSON ANDREWS	**YES**
TERRY YARBROUGH	**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

Nothing to Report

OLD BUSINESS

Nothing to Report

PUBLIC COMMENTS

None

Adjourn

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

MOTION PASSED

MEETING ADJOURNED