



**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:** April 23, 2024

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

**PRESENT:** Commission Members:

Nelson Andrews  
John Barker  
Tim Copenhaver  
Sandra Elam  
Victor Evans  
Jim Galvin  
Nate Jackson  
Karl Kramer  
Ian Leavy  
Stan Norton  
Hubert Owens  
Eleni Speaker  
Farrar Vaughan  
Charles West  
John Roberts

**ABSENT:**

Debbie Melton  
Clay Watson

**CALL TO ORDER:** Chairman John Roberts called the meeting to order at 9:30am

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

**VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

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

**VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**SALESPERSON/DEALER APPLICATIONS APPEALS**

**Ethan Raney, Landers Ford, Collierville, TN**

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

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>NO</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>

<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>NO</b>

**MOTION CARRIED – LICENSE GRANTED**

**Matthew Klostermeyer, Nick Mayer Automotive Group, Dickson, TN**

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

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**

**Dilian Trent, Mo Auto Sales, LLC, Knoxville, TN**

**Chairman Roberts requested appeals of salespersons applications which were**

previously denied by the staff to be heard by the Commission for their review and consideration. After some discussion, Commissioner Jackson moved to grant the license, seconded by Commissioner Vaughan.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>NO</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED – LICENSE GRANTED**

**Michael Douglas, Volunteer Auto Sales, LLC, Lebanon, TN**

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

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Nelson Andrews</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>

**Victor Evans**  
**John Roberts**

**YES**  
**YES**

**MOTION CARRIED – LICENSE GRANTED**



**Executive Director’s Report**  
April 23, 2024

Since the last Commission meeting in January 2024, the following activity has occurred:

	<u>Last Meeting</u>	<u>New Meeting</u>
<b><u>Dealers Opened, or Relocated (Last Quarter)</u></b> .....	91	90
<b><u>Applications in Process</u></b> .....	15	27

**Active Licensees s of April 16, 2024**

Dealers .....	3355	3340
Auctions.....	30	30
Distributors/Manufacturers.....	147	154
Salespeople .....	17,659	17,929
Representatives.....	430	440
Dismantlers.....	210	206
RV Dealers .....	44	45
RV Manufacturers.....	84	86
Motor Vehicle Show Permits.....	4	5

**Complaint Report- Opened Complaints from January- Present**

Number of Complaints Opened.....	239
Number of Complaints Closed.....	48

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

Vehicles Reported Sold in	
2023.....	1,005,604
New Vehicles Reported Sold	
2023.....	281,214
Used Vehicles Reported Sold	
2023.....	724,390
Late Annual Sales Report Collected .....	332

**Total revenue from Late Annual Sales Report collection:**

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

Average Number of Days to License... 2.2 days to license  
1.1 days with clock-stoppers

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

Total Ticket Count.....**2,778**  
Full Resolution in Business Hours.....**1.6 hours**  
Quarterly Satisfaction Rating..... **.97%**

**Disciplinary Action Report January 2024 through March 2024**

Total to be collected.....**\$10,750**

**Online Adoption Across All Professions**

- **93%** online adoption for New “1010” Applications across all Professions available as of April 16, 2024.

**Administrative News**

Our team continues to surpass all objective metrics set by the Administration. I couldn't be more proud to work with this team

**Outreach**

We continue to look for ways to reach our customers specifically in those counties deemed distressed by the Administration.

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

**VOICE VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>



<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**



**STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
OFFICE OF LEGAL COUNSEL  
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NASHVILLE, TENNESSEE 37243  
TELEPHONE (615) 741-3072 FACSIMILE (615) 532-4750**

**MEMORANDUM**

**Privileged and Confidential Communication – Attorney Work Product**

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**TO: Tennessee Motor Vehicle Commission**

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

**DATE: April 23, 2024**

**SUBJECT: MVC Legal Report**

**1. 2023055241 (TH)  
Date Complaint Opened: 10/26/2023  
First Licensed: 01/04/2022  
Expiration: 09/30/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states they purchased a vehicle, but never actually received the vehicle. Complainant states they paid cash for the vehicle mid-October 2023. Complainant explains, however, they never received a refund or the vehicle.**

**Respondent failed to answer the Complaint.**

**An investigation was conducted. Complainant has since received their money back and no longer wants to pursue their complaint or participate in the investigation. Respondent explained they had not received any of the prior correspondence from the Commission. Respondent explained their manager runs the day-to-day operations of the car lot and any mail may have been diverted. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**2. 2023049791 (TH)**

**Date Complaint Opened: 10/05/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**A Notice of Violation was issued for unlicensed activity. An agreed citation was sent to Respondent, however, the mail was returned as undeliverable.**

**An investigator went to Respondent's location. Upon the arrival the investigator observed the parking lot to be empty with no vehicles located anywhere on the premises. The investigators took photos of the parking lot and the office building. The investigator observed the building to be empty, and confirmed Respondent to no longer be operating. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**3. 2023056571 (TH)**

**Date Complaint Opened: 11/04/2023**

**First Licensed: 02/14/2013**

**Expiration: 12/31/2019 (Closed)**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent in 2016, and paid the vehicle off in 2019 and received the title at that time. However, Complainant explains, in 2023 they totaled the vehicle and at that time learned Respondent never submitted the paperwork to officially register the vehicle.**

**Respondent failed to answer the complaint.**

**An investigation was conducted. Respondent's dealership was closed at the end of 2018, and a new unconnected dealership is now open at that location. Complainant expressed to the investigator they paid off their vehicle in 2019, or after the dealership closed. Complainant also expressed that they received the title to the vehicle at the time it was paid off, but explained they later lost the title and are unable to obtain a new one. During the investigation no vehicle information, sales paperwork, or payment information was provided by Complainant to validate this complaint in any way. As of the close of the investigation no statement or other information of any kind**

was provided by Complainant. As such, Counsel recommends closing this complaint and referring the matter to Department of Revenue to see if they can aid Complainant in obtaining the title.

**Recommendation:** Close and refer to Department of Revenue.

**Commission Decision:** Concur.

**4. 2023051111 (TH)**

**Date Complaint Opened: 10/09/2023**

**First Licensed: 01/11/2012**

**Expiration: 10/31/2019 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they purchased several vehicles through Respondent at the auction, and never received the titles. An investigator confirmed Respondent's dealership no longer exists, and that another dealership has been operating at the location for multiple years. Complainant alleges they need four (4) titles to vehicles obtained from the Respondent, and state they are filing against Respondent's bond. Complainant originally agreed to provide a statement and additional documentation to the investigator, however failed to actually provide any further information. As such, Counsel recommends closing this complaint and referring the matter to Department of Revenue to see if they can aid Complainant in obtaining the title.

**Recommendation:** Close and refer to Department of Revenue.

**Commission Decision:** Concur.

**5. 2023052191 (TH)**

**Date Complaint Opened: 10/13/2023**

**First Licensed: 05/22/2003**

**Expiration: 10/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states on October 12, 2023, they observed a vehicle Respondent had listed online for sale. Complainant states they messaged Respondent offering to come purchase the vehicle immediately, but was told the business was not open and Complainant could come in at 9:00 A.M. the following morning. Complainant states, however, when they arrived to Respondent's dealership at 8:37 A.M. the following morning they learned the vehicle had already been sold to someone else.

Respondent explains another purchaser interested in the vehicle arrived at the dealership prior the morning of October 13, 2023, prior to Complainant. Respondent explains, as such, they processed a deal with that customer. Respondent denies being

rude to Complainant, and explains they were in no prior agreement with Complainant. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

6. 2023059161 (TH)  
Date Complaint Opened: 11/17/2023  
First Licensed: 09/01/1991  
Expiration: 01/31/2023 (Closed)  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant states they have been attempting to obtain their title from Respondent for months. Complainant explains, however, they believe Respondent has closed down. An investigator drove by Respondent's location to confirm they were no longer operating. After multiple visits by the location of Respondent's dealership there was no evidence of unlicensed activity observed. As such, Counsel recommends closing this complaint and referring the matter to Department of Revenue to see if they can aid Complainant in obtaining the title.

**Recommendation:** Close and refer to Department of Revenue.

**Commission Decision:** Concur.

7. 2023060821 (TH)  
Date Complaint Opened: 11/28/2023  
First Licensed: 02/02/2011  
Expiration: 12/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant states in February 2022, they purchased a vehicle from Respondent. Complainant explains they paid the vehicle off, and now need a replacement title. Complainant states Respondent wants Complainant to pay \$50.00 to obtain a copy of the lien release.

Respondent states they have provided the lien release to Complainant multiple times. Respondent states they also provided Respondent their title and bill of sale. Respondent states Complainant signed a ledger denoting their receipt of the title and lien release. Respondent states following this they are unsure if the lien release was not given to the clerk's office, because they received the title with a lien attached to the title.

Respondent explains they then called Complainant to pick up the title and provided another lien release. Respondent states Complainant then called a few months later

requesting another lien release. Respondent states at that point they requested Complainant to pay for the third lien release. Respondent explains Complainant threatened to have their license revoked if they did not receive another lien release. Respondent states they then mailed a third lien release to Complainant. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

8. 2023062321 (TH)  
2024000501  
Date Complaint Opened: 12/08/2023, 01/03/2024  
First Licensed: 04/22/2016  
Expiration: 02/29/2026  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

2023062321:

Complainant purchased a vehicle from Respondent. Complainant states a few days after purchase of the vehicle began to have problems. Complainant explains they brought the vehicle back to Respondent for repairs. Complainant states Respondent then took an extended time to make the required repairs.

Respondent states Complainant brought the vehicle back shortly after purchase, requesting repairs. Respondent notes prior to the sale, the vehicle was inspected and there were no damages observed. Respondent explains the vehicle was not under warranty, and the repairs needed would not be covered by the manufacturer. Respondent states after tremendous effort, they were able to coordinate with the manufacturer to obtain the repairs at no cost to Complainant. Respondent explains due to a strike there was delay in the repairs being completed. Respondent states, however, they were able to complete the repairs free of cost to Complainant. Respondent states they tried to do the right thing, and take care of their customer. There does not appear to any violations on behalf of Respondent, as such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

2024000501:

Complainant states they want Respondent to fix the issues they are having with the vehicle they purchased from Respondent.

Respondent states Complainant purchased a vehicle with 123,328 miles from Respondent on September 12, 2023. Respondent states the vehicle was well beyond the factory warranty at the time of purchase, and that this was explained to Complainant numerous times before the sale. Respondent states Complainant purchased the vehicle “As-Is,” and signed all required paperwork. Respondent provided the Complainant signed “As-Is” paperwork. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

9. 2023062441 (TH)  
2023064261  
Date Complaint Opened: 12/08/2023, 12/19/2023  
First Licensed: 06/09/2010  
Expiration: 05/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

2023062441:

Complainant states they feel they have exhausted all efforts to obtain a second key from Respondent, despite Respondent promising to provide them a second key to the vehicle.

Respondent states they apologize for any inconvenience. Respondent explains to remedy the situation they cannot simply order a new key, rather, Complainant will need to go to a location to get the key made. Respondent states the charges can be billed to them directly. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

2023064261:

Complainant states Respondent did not inform them at the time of negotiations that the vehicle was registered as a fleet vehicle.

Respondent explains the vehicle Complainant purchased was not a fleet vehicle, and was never registered prior Complainant’s purchase. Respondent states the vehicle arrived new on July 11, 2023, and the vehicle had only been utilized as temporary loaner vehicle prior to the sale to Complainant. Respondent states due to the prior use the vehicle was discounted, and it was all explained to Complainant. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision: Concur.**

**10.2023062811 (TH)**  
**Date Complaint Opened: 12/11/2023**  
**First Licensed: 09/01/1991**  
**Expiration: 11/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2021 – One complaint closed with letter of warning for deceptive advertising.**

**Complainant states on or about October 8, 2018, they purchased a " Mechanical Failure Service Contract" for a vehicle purchased at Respondent's dealership. Complainant explains the contract stated Complainant had thirty (30) days to change their mind. Complainant states a week later, they canceled the contract and are wanting a refund. Complainant expresses they want the refund issued to them, however, that Respondent explained they will be sending the money to the bank where the auto loan was from. Complainant states they have not received confirmation from the bank that the refund was received.**

**Respondent explains they refunded the purchase price of the Mechanical Failure Service Contract (purchased on November 8, 2018) to the lienholder on the financing contract on November 18, 2018. Respondent states the lienholder cashed said check on December 6, 2018, and attached a copy of the check and explains the amount was applied to their loan.**

**Complainant followed up explain they spoke with someone at the financing bank, and did receive confirmation that the full refund was issued to them and was applied to the principle of the auto loan. Complainant states, however, they are still unsure why the money was sent to the lienholder and did not refund the money directly to Complainant.**

**There does not appear to be any violations on behalf of Respondent, as such Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**11.2023065231 (TH)**  
**Date Complaint Opened: 12/26/2023**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**



**An anonymous complaint was submitted. Complainant alleges Respondent is operating an unlicensed business. Complainant states Respondent is also selling cars and has cars parked at their home. Complainant alleges Respondent has about ten (10) or more cars located in a warehouse. Complainant further alleges Respondent is selling vehicles not titled in their name, and is providing Mississippi Drive Out Tags while selling Memphis.**

**An investigation was conducted. The investigator notes they did not observe any vehicles for sale. However, Respondent did admit to the investigator that they sold five (5) to six (6) vehicles in the last 12-month period under a Kentucky dealership. Respondent expressed they do not advertise and said customers find them by word of mouth. Respondent advised they have a deal with the Kentucky dealership where the dealership transports the vehicle to Respondent with the bill of sale and title. Respondent explains he sends the money to the Kentucky dealership via cashapp, and earns \$300.00 per sale. There was no evidence Respondent is providing any customers temporary tags.**

**Counsel recommends discussing this complaint.**

**Recommendation: Discuss.**

**Commission Decision: Issue a Letter of Warning for unlicensed activity and refer to the Kentucky and Mississippi Licensing Boards.**

**12.2023054201 (ES)**

**Date Complaint Opened: 10/23/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges they purchased a vehicle from Respondent on 7/8/22 and have not received a title. Respondent does not have a dealer license and the address provided looks like a mostly empty lot next to an abandoned building. Respondent has a Facebook page where they hold themselves out to be a dealer and advertises vehicles for sale. An investigation was conducted. The investigation revealed that the address where Complainant allegedly purchased the vehicle could be a towing business. When the investigator went to the location, there was no one there and there were no vehicles displayed for sale. Further, Respondent applied for and received a COVID PPP Loan of over \$20,000 by identifying themselves as a Motor Vehicle Merchant Wholesaler. The investigation also confirmed that Respondent is advertising vehicles for sale on Facebook Marketplace. Complainant alleges they were given two temporary tags, which are still in the vehicle, and they were able to register it after the complaint was filed. The investigator was able to speak with Respondent by phone and they confirmed they sold the vehicle to Complainant and alleges they did not know there was a law that prohibited someone from selling more than five vehicles in twelve months without a license. Respondent confirmed multiple times that they would**

submit a sworn statement to the investigator but never did. Based on Respondent's Facebook page, it appears they are advertising many vehicles for sale, and they boast about how many vehicles they are selling. Counsel recommends issuing a \$5,000 civil penalty for unlicensed activity and referring this matter to the Department of Revenue.

**Recommendation:** Authorize a \$5,000 civil penalty for unlicensed activity; refer to the Department of Revenue and the US Small Business Administration regarding the PPP Loan.

**Commission Decision:** Authorize a \$5,000 civil penalty for unlicensed activity; refer to the Department of Revenue, local law enforcement, and the US Small Business Administration regarding the PPP Loan.

13.2024002731 (ES)

**Date Complaint Opened:** 01/17/2024

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

**Expiration:** N/A

**License Type:** Motor Vehicle Dealer

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

Complainant alleges Respondent misrepresented the vehicle which they purchased and is committing fraud in various ways. This is the same Respondent referenced in the complaint 2023054201 above. An investigation was conducted. The Complainant did not provide any documentation or a statement to the investigator despite multiple requests. Respondent did speak with the investigator and confirmed they sold the vehicle to Complainant but stated that was over a year ago, and claims they are no longer selling vehicles. However, Respondent still has a Facebook page online where they are advertising vehicles for sale. Counsel recommends issuing a \$5,000 civil penalty for unlicensed activity and referring this matter to the Department of Revenue.

**Recommendation:** Authorize a \$5,000 civil penalty for unlicensed activity; refer to the Department of Revenue and the US Small Business Administration regarding the PPP Loan

**Commission Decision:** Authorize a \$5,000 civil penalty for unlicensed activity; refer to the Department of Revenue, local law enforcement, and the US Small Business Administration regarding the PPP Loan.

14.2023063091 (ES)

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

**First Licensed:** 06/22/2011

**Expiration:** 06/30/2025

**License Type:** Motor Vehicle Dealer

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

**Complainant is a resident of Mississippi who purchased a used vehicle from Respondent on 7/1/23. Complainant alleges Respondent knowingly sold an unsafe vehicle and performed work to hide severe frame damage which is so bad, the vehicle should not be driven because it cannot display a license plate. The bumper fell off of the vehicle a month after purchase and according to a written statement from a collision repair business, the bumper cannot be re-attached because the frame damage is so severe and the crumple zone has been destroyed. An investigation was conducted. Respondent stated that their attorney advised them not to discuss the allegations of frame damage because the Complainant filed a lawsuit in civil court. However, Complainant provided a recording of a discussion with Respondent where Respondent admits the damage and agrees the Complainant only got a “good transmission and engine.” The civil suit has been dismissed because of an arbitration clause. The vehicle’s history report showed the vehicle had a clean Tennessee title at the time of sale, which had most recently been issued on 9/27/23. When Complainant took Respondent to small claims court, Complainant alleges Respondent’s attorney presented them with documents and claims the attorney “slipped in” paperwork they were not given at the time of sale, including the Buyer’s Guide, a signed document acknowledging frame damage, as well as an arbitration agreement. The Buyer’s Guide also has Complainant’s signature and date on it which shows Complainant purchased the vehicle as-is, without warranty. Complainant alleges they did not receive these documents until they were in court and did not sign them. Respondent argues that Complainant had a friend test-drive the vehicle before purchase. Respondent states they were transparent about the condition of the vehicle and did not hide any information from Complainant.**

**The investigation also revealed the temporary tag issued to the vehicle after purchase by Complainant from Respondent was issued by another dealer which is located down the road from Respondent’s dealership.**

**Counsel has recently been provided with further updates from Complainant. The Mississippi Department of Revenue has revoked the title they issued based on the documents provided to them by Respondent. Counsel has not been able to speak to anyone at that agency despite multiple efforts to try to obtain more information about why the title is being revoked in Mississippi. Complainant alleges the revocation of the Mississippi title is due to a fraudulent power of attorney document submitted by Respondent. Complainant restates they are unable to drive the vehicle because no repair facility will put the bumper back on, which had been held on with zip ties and one bolt, because of how severe the frame damage is. Tenn. Code Ann. §55-9-215 requires a vehicle to have a bumper to make it roadworthy. Complainant argues Respondent had a duty to apply for a salvage title or nonrepairable vehicle certificate after purchasing the vehicle from auction due to its condition, but instead, Respondent covered up the issues. Tenn. Code Ann. §55-9-201 defines salvage condition to include a vehicle whose repairs would cost more than 75% of the retail value of the vehicle, and Complainant provided estimates for repairs that show the repair costs would meet this standard. Tenn. Code Ann. §55-3-209(8)(E) states:**

**Any person acquiring ownership of a damaged passenger motor vehicle that meets the definition of a salvage or nonrepairable vehicle for which a salvage title or nonrepairable vehicle certificate has not been issued must apply for a salvage title or nonrepairable vehicle certificate, whichever is applicable. This application must be made before the vehicle is further transferred, but in any event, within thirty (30) days after ownership is acquired.**

**Counsel recommends discussion of whether it was Respondent's duty to inspect the vehicle, determine the severity of its frame damage, and apply for a salvage title for the vehicle. Additionally, Counsel recommends issuing a \$500 civil penalty for Respondent's misuse of EZ tag system by issuing a temporary tag to a vehicle from another dealer. Counsel also recommends opening a complaint against the dealer who issued the temporary tag to the vehicle sold by Respondent.**

**Recommendation: Discuss and authorize a \$500 civil penalty for false, fraudulent and deceptive acts related to issuing a temporary tag; open a complaint against the dealer who issued the temporary tag**

**Commission Decision: Authorize a \$5,000 civil penalty for false, fraudulent, and deceptive acts related to issuing a temporary tag, request inspection of both dealerships mentioned in the complaint, and open a complaint against the dealer who issued the temporary tag.**

**15.2023061551 (ES)**

**Date Complaint Opened: 12/01/2023**

**First Licensed: 02/06/2020**

**Expiration: 01/31/2026**

**License Type: Motor Vehicle Dealer**

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

**Complainant is a licensed motor vehicle dealer and a licensed dismantler/recycler in Tennessee. Respondent is a licensed motor vehicle dealer who does not have a dismantler/recycler license. Complainant alleges Respondent is "parting out wrecked cars and advertising them online." Respondent's attorney responded to this complaint and explained that prior to receiving it, Respondent's understanding was that its dealer license allowed them to sell an entire wrecked automobile with all of its parts, as is, or any part of said automobile, as part of its authority to "engage in the business of selling...motor vehicles" under TCA §55-17-102(5). Respondent further understood that their dealer license authorized them to attempt to sell a part from of an automobile if (1) at the same time, it was the primary intention to sell the entire wrecked automobile, with all of its remaining parts at the time of the sale, (2) the part sold was part of the "motor vehicle" that was intended to be sold in its entirety, (3) they neither intended nor had the business purpose to act as a Dismantler and Recycler (D & R) and retain ownership of the automobile in inventory until all the parts were gone leaving the automobile in a "condition capable of salvage for their metal scrap content by scrap processors" (TCA §55-17-102(2)), and (4) finally selling the fully dismantled automobile frame to the scrap processor for a final sale of the**

automobile. With this understanding of the law, Respondent advertised (1) the sale of the wrecked automobile, parts and all, for \$1,234.00. or (2) a part from the vehicle, for a price to be determined. The offer to sell a part, as well as the offer to sell the whole car, would be withdrawn upon the sale of the entire Nissan automobile. The purchaser for such a Nissan would likely use it for restoration and resale. Respondent did not intend to retain the Nissan until all of its parts were all sold and then sell the frame to the scrap dealer. Due to this lack of intent, Respondent did not believe the law required it to obtain a D & R license. After receiving the complaint and reviewing the applicable D & R definitions, Respondent finds that the said section only requires one to “recover parts”, and that the removal of said parts has the effect to “further reduce” the automobile to a condition capable of salvage. Respondent now understands that §102(2) does not require intention to retain the automobile until all of its parts are sold and then sell the frame to the scrap processor. Where no such element exists, Respondent concedes that to sell a part from the vehicle, a D & R license is required. Therefore, Respondent has withdrawn its offer to sell a part from the vehicle and is in the process of removing all offers to do so, and shall not sell a part from an automobile until it has received a D & R license. Counsel recommends a \$500 civil penalty for unlicensed D & R activity.

**Recommendation:** Authorize a \$500 civil penalty for unlicensed D & R activity

**Commission Decision:** Concur.

**16. 2023051361 (ES)**

**Date Complaint Opened: 11/5/2023**

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

**Expiration: 08/31/2024 - CLOSED**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with Letter of Warning reminding Respondent of their duty to timely issue customers their title and registration paperwork. One complaint closed with \$1,000 civil penalty for failure to provide title.**

Complainant states they purchased a used van from Respondent on 5/13/23 and alleges they have not received the title as of 9/25/23. Respondent states they mailed the title to Complainant on 5/29/23 and it must have been lost in the mail. Respondent states they told Complainant they would file for a duplicate title and would let her know when it was received. Complainant sent a rebuttal stating Respondent informed her that they had the title on 12/9/23. Complainant went to the dealership to retrieve the title and when she arrived, Respondent did not have the title. Complainant alleges Respondent instead had a packet of paperwork for her to sign with a forged date of sale as 12/6/23 and requesting she sign another piece of paper confirming she received the title. Complainant alleges the paperwork also stated Respondent was not the owner and she alleges Respondent filed a document with the state saying that the vehicle was found abandoned. Complainant provided a copy of text communications showing on 12/9/23, Respondent claimed to have received the title. Complainant alleges Respondent told Complainant they would need to come pick it up. Complainant also provided a screenshot of a document filled out by Respondent on

**9/8/23 for a Power of Attorney for Vehicle Transactions for a Request for Verification of Ownership on Vehicles Found Abandoned, Immobile or Unattended. Complainant provided a screenshot of a statement that Respondent wanted them to sign which states Complainant received the title and Complainant's claim submitted to Respondent's surety bond company is no longer valid. The surety bond company eventually refunded the full amount paid for the vehicle to Complainant. An investigation was conducted. The investigation revealed Respondent has shut down their dealership and their license is no longer active in our database. However, Respondent may still try to use the physical dealer license to conduct business activity, therefore Counsel recommends sending the Respondent a Consent Order agreeing to voluntary surrender of the dealer license and admission of the violations summarized above. Further, Counsel recommends referring this matter to local law enforcement.**

**Recommendation: Authorize Voluntary Surrender of dealer license; refer to local law enforcement**

**Commission Decision: Concur.**

**17.2023062031 (ES)**

**Date Complaint Opened: 12/05/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent, an individual who advertised the vehicle for sale on Facebook Marketplace. Respondent owns a licensed motor vehicle dealership in Georgia. Complainant alleges they met Respondent in a bank parking lot in Tennessee to complete the purchase. Complainant alleges the vehicle's engine blew up after driving the vehicle for one month. Complainant alleges Respondent tried to get them to tow the vehicle to their mechanic's shop but claims the address is a storage building. Complainant alleges Respondent's dealership doesn't exist and further claims they buy vehicles from auctions, fix them enough to sell them and then fails to tell buyers about the issues with the vehicle. The paperwork submitted by Complainant shows the vehicle was purchased from Carmax by another licensed dealer in Georgia, who then sold it wholesale to Respondent. Respondent's attorney responded to this complaint and confirmed Respondent sold the vehicle at issue to Complainant with almost 135,000 miles, as-is and without warranty, for \$7,000. Respondent states Complainant contacted them two months after purchase, and after driving it 4,000 miles, because of the engine problem. Complainant wanted to unwind the deal and sell the vehicle back to Respondent. Respondent refused and Complainant then accused Respondent of scamming them. Respondent did offer to tow the vehicle to a mechanic, but Complainant never dropped the vehicle off at the address provided to them. Respondent understands Complainant's frustration with the alleged breakdown of a 12+ year old vehicle with over 135,000 miles on it, but Respondent denies doing anything wrong here and is therefore not responsible to Complainant at this point. Counsel recommends issuing a Letter of Instruction**

regarding the prohibition of negotiating the sale of a vehicle in a parking lot or in any location in the state of Tennessee without a Tennessee dealer license.

**Recommendation:** Letter of Instruction

**Commission Decision:** Concur.

18.2023062521 (ES)  
2023064251  
Date Complaint Opened: 12/08/2023, 12/19/2023  
First Licensed: 06/17/2002  
Expiration: 06/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**2023062521**

Complainant purchased a used vehicle from Respondent in June 2023 and alleges the vehicle had a “junkyard motor”, and many other mechanical issues. Respondent agreed to make the necessary repairs at no cost to the Complainant. However, Respondent has since purchased the vehicle back from Complainant for the full amount paid. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**2023064251**

Complainant purchased a used vehicle from Respondent in October 2023 and had not yet received their license plate and registration by December. Complainant was able to provide details on some errors in the registration paperwork that were causing the delay. Further, it was discovered that the Ohio trade title had a VIN hold because the previous owner had attempted to get a Tennessee registration in April of 2023. The lienholder at the time did not send the title, so the hold was placed on the VIN. The vehicle was registered on 12/19/23. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

19.2023062671 (ES)  
Date Complaint Opened: 12/10/2023  
First Licensed: 10/16/2015  
Expiration: 08/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 12/10/23 and was charged \$130.74 for a business license tax line item. Complainant was told this was required by the State of Tennessee but could not find any proof that is true. Complainant has since cancelled their order of the vehicle and received a full refund for the purchase price. Prior to this, Respondent did explain that the Tennessee Department of Revenue requires all businesses that sell goods or services registered in this state who gross \$100,000 or more to pay a business license tax. Counsel confirmed with an attorney at the Department of Revenue that charges for the Tennessee business tax are part of the sales price of the vehicle. According to Tenn. Code Ann. § 67-1-112, a dealer may pass along its business tax liability by including a separate charge on the invoice to the customer. Therefore, this is not a violation and Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

20.2023063451 (ES)  
2023063461  
Date Complaint Opened: 12/13/2023, 12/13/2023  
First Licensed: 10/15/1998  
Expiration: 09/30/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2021 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed. 2023 – One complaint authorized with a \$5000 civil penalty for failure to issue title and registration in a timely manner.

**2023063451**

As of 12/13/23, Complainant alleges Respondent has failed to refund \$1,895 to their lender after they cancelled GAP insurance, Dingshield and a spare key to the vehicle they purchased on 10/21/23. Respondent states they are a corporate-owned company and all cancellations are forwarded to their warranty/aftermarket department in North Carolina, who handles these cancellations. Complainant is able to contact them directly about this issue and was provided with a copy of their cancellation along with the cancellation department's contact information. Respondent has also communicated by phone and email to help facilitate the cancellations. Regarding the second key, Complainant knows they need to contact the sales department sales consultant whom they worked with when they purchased the vehicle. Respondent is not able to do anything else at the dealership level. Counsel finds no evidence of any violations and recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**2023063461**



Complainant purchased a used vehicle on 9/19/23 and alleges they did not have their registration and tag as of 12/13/23. Respondent's attorney states the vehicle Complainant purchased was traded into the dealership by a company, but they did not have the title. Respondent had applied for a duplicate title on behalf of the customer, but the state rejected it multiple times. Respondent has been in contact with the state and is attempting to do another duplicate title application with the new guidance they were provided. Respondent put Complainant in a loaner vehicle or rental at no charge to Complainant until it became clear that the title transfer issues were not getting resolved. At that time, Respondent unwound the deal and refunded Complainant. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**21. 2023063531 (ES)**

**Date Complaint Opened: 12/14/2023**

**First Licensed: 02/06/2007**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant financed a vehicle from Respondent on 4/18/23 and alleges they had not received the title and registration as of 12/11/23. Respondent states they had not registered the vehicle because the Complainant had not paid the taxes due of almost \$1,200 but Counsel notes they charged the Complainant title/registration fees of \$130 when the vehicle was purchased. Respondent confirmed the vehicle was registered on 12/18/23. Respondent did not issue more temporary tags than allowed during this delay. Counsel recommends a \$500 civil penalty for withholding the documents required for registration in this situation for eight months.

**Recommendation:** Authorize a \$500 civil penalty for withholding title and registration for failure to pay sales tax

**Commission Decision:** Concur.

**22. 2023063791 (ES)**

**Date Complaint Opened: 12/15/2023**

**First Licensed: 08/24/2023**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 11/13/23 for under \$7,000 and alleges the airbag light and check engine light came on when they were driving their vehicle home after purchase. Complainant alleges they plugged in a handheld

scanner and claims Respondent had cleared trouble codes from the vehicle computer and also concealed a faulty oil pump. Complainant alleges the vehicle is leaking engine coolant and needs a new transmission. Complainant confirms they purchased the vehicle as-is without warranty but believes Respondent knew of the mechanical issues and chose not to disclose them. Respondent provided a detailed response and denied misrepresenting anything to the Complainant, noting they clearly informed them before purchase that they do not warranty any vehicle for any reason. There is no evidence to prove Respondent failed to disclose pertinent information and no evidence of any violations, therefore Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

23.2023063991 (ES)

Date Complaint Opened: 12/18/2023

First Licensed: 12/20/2006

Expiration: 12/31/2024

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent and claims they were provided with “numerous amounts of different and incorrect info.” Complainant alleges they were overcharged by thousands of dollars with a high interest loan. Respondent has worked with Complainant to resolve their concerns and Complainant has requested to withdraw this complaint. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

24.2023064281 (ES)

Date Complaint Opened: 12/19/2023

First Licensed: 11/01/2017

Expiration: 09/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a resident of North Carolina who purchased a used vehicle from Respondent on 11/14/23 and alleges Respondent refuses to mail the required paperwork to complete the transfer of title and registration in North Carolina as of 12/19/23. Respondent states the title was mailed to Complainant on 12/22/23 but was delayed by the post office. Respondent contacted Complainant on 12/27/23 to update them on the title status and was contacted multiple times throughout the process. Respondent offered the tracking number for the title and Complainant refused to take

it. Respondent provided the tracking number to Counsel as well as a copy of the title reassigned to Complainant. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**25.2023065381 (ES)**  
**Date Complaint Opened:** 12/27/2023  
**First Licensed:** 07/09/2001  
**Expiration:** 06/30/2025  
**License Type:** Motor Vehicle Dealer  
**History (5 yrs.):** 2020 – One complaint closed with letter of warning for unlicensed activity.

Complainant purchased a used vehicle from Respondent and alleges the vehicle stopped working two days after purchase. Complainant states the vehicle was towed and repaired, and ready for pick-up four days later. Complainant further alleges the vehicle had to be repaired again and eventually caught fire while his wife was driving. Complainant wants Respondent to give them a car of their choice or a full refund plus pain and suffering damages. Respondent states Complainant came to their office on 12/11/23 and showed them pictures of a burnt front cap of a vehicle, indicating it was the vehicle they purchased from Respondent. Respondent notes this vehicle was purchased as-is, without warranty, after being test-driven by Complainant. Respondent confirms they paid towing fees and paid for repairs to the vehicle soon after purchase. Respondent denies they are responsible for giving Complainant a refund or for any pain and suffering damages for Complainant, their wife and their four children as alleged. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**26.2023065631 (ES)**  
**Date Complaint Opened:** 12/28/2023  
**First Licensed:** 04/20/2022  
**Expiration:** 04/30/2024  
**License Type:** Motor Vehicle Dealer  
**History (5 yrs.):** None.

Complainant purchased a used vehicle from Respondent and alleges the vehicle needs a new transmission which should be covered by an extended warranty. Complainant then notified Counsel that Respondent has paid for the repairs to be completed and the vehicle is now running great. Complainant does not wish to pursue this complaint and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**27.2024000611 (ES)**

**Date Complaint Opened: 01/03/2024**

**First Licensed: 06/27/2014**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent on 11/10/23 and alleges they have not received the title as of 12/6/23. Respondent states Complainant traded in a vehicle which was recently purchased and paid off from a different dealership. Respondent informed Complainant several times that their policy is not to release the titling paperwork until they have possession of the trade title. Once Respondent received the trade title, they sent the title and registration for the purchased vehicle to Complainant via overnight Fedex and it has been received. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**28.2023058591 (ES)**

**Date Complaint Opened: 11/14/2023**

**First Licensed: 06/20/2008**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Salesman**

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

**Complainant was a licensed dealer but recently sold their dealership and Respondent has a salesperson's license. Further, Complainant and Respondent are related and have had recent disagreements and issues. Complainant alleges Respondent is buying and selling cars while using the Respondent's license. However, Complainant admits to adding Respondent to their Auction Access last July to help them buy vehicles at auction, but claims they never hired him to sell vehicles. Complainant alleges they had the local police take the vehicles off his lot because Respondent never gave him the bill of sale from the auction or the titles. Complainant alleges Respondent sold over \$200,000 worth of vehicles by forging Complainant's names to the Bills of Sale, titles, and checks. An investigation was conducted. Complainant failed to provide any written statement or documentation to support their allegations despite requests from the investigator. Counsel has confirmed the local and state law enforcement have investigated these allegations and have declined to pursue any criminal charges against Respondent. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**29.2023059621 (TH)**

**Date Complaint Opened: 11/20/2023**

**First Licensed: 02/01/2022**

**Expiration: 01/31/2026**

**License Type: Motor Vehicle Dealer**

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

**Complainant states on October 3, 2023, they went to Respondent's dealership to purchase the vehicle they are leasing. Complainant states when they went to sign the paperwork, they were informed they would have to pay \$799 for documentation fees. Complainant states they questioned Respondent about the charge, but was unable to get a clear answer. Complainant advises Respondent expressed they would be charged the fee no matter how they went about purchasing the vehicle. Complainant states, however, they called the financial company and was informed they would not have to pay a documentation fee if Complainant went directly through the finance company.**

**Complainant states they are a 65-year-old widow, and that they feel Respondent took advantage of them. Complainant advises Respondent expressed that Complainant was misinformed and would have been required to pay the fee no matter what.**

**Respondent states their documentation fee was originally \$699 and recently went up to \$799. Respondent notes the fee covers the administrative costs associated with the necessary paperwork and formalities of such transactions. Respondent states their records indicate that the details of this fee, along with other applicable charges, were communicated to the customer during the transaction process. Respondent states they believe it is essential to maintain transparency and make every effort to ensure that all fees are clearly outlined before any agreements are signed. Respondent notes they acknowledge the possibility of a misunderstanding or lack of clarity in how the information was conveyed to Complainant. Respondent notes they take this feedback seriously and are reviewing communication procedures to improve the way they share information about fees and charges.**

**Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent to communicate with customers about their doc fees.**

**Recommendation: Letter of Instruction.**

**Commission Decision: Concur.**

**30.2023060401 (TH)**

**Date Complaint Opened: 11/27/2023**

**First Licensed: 01/06/2015**

**Expiration: 12/31/2024**

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

**Complainant states the vehicle was shipped to them on October 28, 2023. Complainant states upon first driving the vehicle there was a noticeable grinding noise when pressing the pedals. Complainant states on November 7, 2023, they took their vehicle to a repair shop , and an oil leak was observed. Complainant states the following week they took the vehicle to another independent mechanic and were informed the timing chain cover and front crank pulley needed to be replaced.**

**Respondent states on October 28, 2023, they shipped the vehicle to Complainant. Respondent advises approximately one week later they received a phone call from Complainant, stating that the timing cover gasket was leaking on the vehicle. Respondent states they told Complainant to bring the vehicle to Respondent's shop and that they would fix it at no cost. Respondent notes, however, Complainant refused to bring the vehicle back. Respondent explains, as such, they found a local shop near Complainant and agreed to pay half of the repairs. Respondent states they reached an agreement with Complainant, and mailed them a check on December 29, 2023. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**31.2023060441 (TH)**  
**Date Complaint Opened: 11/27/2023**  
**First Licensed: 02/09/1999**  
**Expiration: 01/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant alleges Respondent sold them a vehicle with multiple issues. Complainant states their warranty claim is now being denied without explanation.**

**Respondent states the situation was immediately resolved with Complainant upon receipt of the complaint. Respondent states they reached out their corporate office and got the majority of the repairs covered. Respondent states the resolution satisfied all parties, and the transaction and repairs were completed on November 30, 2023. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**32.2023060711 (TH)**  
**Date Complaint Opened: 11/28/2023**  
**First Licensed: 06/12/2014**

**Expiration: 04/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they have been unsuccessful in canceling the add-ons in their contract with Respondent.**

**Respondent states they have reviewed the deal and have found the deal was completed correctly and that Complainant agreed to and signed off on all pertaining documentation. Respondent notes the finance add-ons were optional, and that Complainant asked to have these canceled after the purchase. Respondent states the cancellation was processed on November 11th, nineteen (19) days before the complaint was filed. Respondent explains, therefore, they are not sure why Complainant expressed no one was ever contacted nor reached as everything had been canceled and sent to their lien holder prior to the complaint. As such, Counsel recommends closure.**  
**Recommendation: Close.**

**Commission Decision: Concur.**

**33.2023061361 (TH)**  
**Date Complaint Opened: 11/30/2023**  
**First Licensed: 03/21/2023**  
**Expiration: 03/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they purchased a vehicle from Respondent on November 2, 2023. Complainant notes, however, on November 13, 2023, the vehicle began to have issues. Complainant states they believe Respondent sold them a faulty vehicle.**

**Respondent notes the vehicle was sold “As-Is.” Respondent provided all customer signed “As-Is” paperwork. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**34.2023063041 (TH)**  
**Date Complaint Opened: 12/12/2023**  
**First Licensed: 01/23/2014**  
**Expiration:12/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant filed a complaint alleging Respondent fraudulently sold a vehicle to someone in their military squad. However, Complainant has since requested to withdraw their complaint. As such, Counsel recommends closure.**

**Recommendation:** Close.

**Commission Decision:** Concur.

35.2023063481 (TH)  
2024002261  
Date Complaint Opened: 12/14/2023, 01/12/2024  
First Licensed: 02/04/2019  
Expiration: 01/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**2023063481:**

Complainant explains they work with the credit union Complainant used to purchase a vehicle from Respondent. Complainant explains their customer purchased a vehicle from Respondent on April 26, 2023. Complainant states the title was not delivered to the North Carolina DMV.

Respondent states at the time of purchase, Complainant provided a check from their credit union to Respondent. Respondent explains the credit union was made a lien holder on the bill of sale, and a certificate of title extension form. Respondent states once the paperwork was completed, Complainant requested the title be sent to Charlotte North Carolina. Respondent states they sent the title via FedEx on May 10, 2023, and received confirmation of its delivery on May 12, 2023. Respondent explains once they learned the vehicle was never registered, they provided copies of the title to the credit union. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**2024002261:**

Complainant states their son purchased a vehicle from Respondent. Complainant states they were not there at time of purchase but informed their son to ask for certain documents on the vehicle. Complainant states their son was not given the requested vehicle documentation, and had a unrequested warranty added to their sale.

Respondent states on December 4, 2023, Complainant's son purchased a vehicle from Respondent. Respondent explains the customer requested for their purchased warranty to be canceled. Respondent states, as such, they canceled the warranty, and once the refund was processed a refund check was mailed to the address on the bill of sale, per the customer's request. Respondent explains they process all sales "As-Is," and all customers are made aware of this. Respondent provided the required customer signed "As-Is" paperwork. Counsel recommends closure.



**Recommendation: Close.**

**Commission Decision: Concur.**

**36.2023063661 (TH)**

**Date Complaint Opened: 12/15/2023**

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

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant states the vehicle they purchased from Respondent arrived damaged at the time of delivery.**

**Respondent states after gathering information, they learned from their Service Manager, Wayne Stowell, that they have been in contact with Complainant regarding any concerns. Respondent explains Complainant has since expressed they are happy with the steps taken by Respondent to get any problems resolved. Respondent explains they sent transport personal to Complainant's location to pick-up the vehicle, and have the vehicle in their possession. Respondent states they will perform the necessary checks and mechanical repairs to Complainant's vehicle, and will return the vehicle to Complainant in Georgia free of charge. Based on Respondent's answer Counsel recommend closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**37.2023059421 (TH)**

**2024003791**

**Date Complaint Opened: 11/17/2023, 01/22/2024**

**First Licensed: 02/04/2022**

**Expiration: 01/31/2024**

**License Type: Motor Vehicle Dealer**

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

**2023059421:**

**Complainant states on November 11, 2023, they put a deposit down on a vehicle from Respondent to take home and test drive. Complainant explains over the weekend they decided they did not want the vehicle, and brought it back to Respondent.**

**Complainant states Respondent had expressed if Complainant did not like the vehicle, they were able to bring it back and obtain a refund. Complainant states, however, when they brought the vehicle back to Respondent, Complainant was denied a refund of their deposit. Complainant alleges Respondent was trying to intimidate Complainant, and so they were scared and left. Complainant states Respondent continued to call and threaten them. Complainant explains Respondent threatened that if Complainant did not come pick up the vehicle Respondent would tow it to**

**Complainant's home and report Complainant's trade in vehicle as stolen. Complainant explains they had another dealership look over the paperwork Respondent had given them, and was informed Respondent had not signed the paperwork.**

**Respondent states Complainant came to their dealership to purchase a vehicle Complainant put down a \$1,500.00 down payment, and signed paperwork and financial contracts, not a form for a refundable \$1,500.00 deposit. Respondent states Complainant's allegations are false, and that they are willing to work with Complainant, but Complainant is not responding to them.**

**An investigation was conducted. Respondent alleged to the investigator that they unwound the deal, and provided documents to show that the vehicle in question has been sold to another individual. Complainant expressed to the investigator that the vehicle was taken back but the \$1,500.00 deposit, was not returned. Respondent advised that the deposit was ready, and they would return it if Complainant came and picked it up. Documents were obtained that showed a new owner has taken possession of the vehicle in question. Complainant did not comply with the investigators request for a statement at the close of the investigation. however, information was provided by Respondent showing they are trying to reach Complainant to refund the deposit. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**2024003791:**

**Complainant states on August 6, 2023, they purchased a vehicle from Respondent. Complainant states they agreed to purchase the vehicle, but did not realize the vehicle was worth less than the purchase price until after purchase. Complainant states they believe they were overcharged for the vehicles worth.**

**Respondent explains Complainant purchased two (2) vehicles from them. Respondent states Complainant financed the vehicle with increasing interest rates like so many other people at that time. Respondent notes car prices and book values are dropping since the time Complainant purchased their vehicle. Respondent states they sell their vehicles at the current market value with tight oversight from the financial institutions that extend credit to our customers.**

**There do not appear to be any violations on behalf of Respondent, as such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**38.2023059741 (TH)**

**Date Complaint Opened: 11/21/2023**

**First Licensed: 03/05/1997**

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant states on October 14, 2023, they purchased a vehicle from Respondent. Complainant states, however, at the time of their complaint, November 21, 2023, they have yet to receive their registration paperwork.**

**Respondent states on November 17, 2023, the title and registration paperwork were sent to their out of state titling service. Respondent explains on November 20, 2023, the paperwork was submitted to the Missouri Department of Revenue. Respondent states the registration was completed on November 27, 2023, and the license plate was received on November 29, 2023. Respondent states the license plate and registration were sent to Complainant via UPS. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**39.2023059801 (TH)**

**Date Complaint Opened: 11/21/2023**

**First Licensed: 01/30/2014**

**Expiration: 01/31/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they began to have issues with the vehicle they purchased from Respondent. Complainant explains they are a veteran, and do not believe Respondent offered them a fair solution.**

**Respondent states Complainant purchased a vehicle from Respondent in August 2022. Respondent notes they have been in business since 1991, and try to only sell mechanically sound vehicles, and will not retail a vehicle with known issues after their inspection and reconditioning process. Respondent states they include a limited warranty on the vehicles they sell. Respondent advises the vehicle was driven over 36,000 miles in around 14 months. Respondent notes they believe this is an indication that there were no mechanical issues at the time of purchase. Respondent states, nevertheless, in attempt to help Complainant they offered to allow Complainant to return the vehicle and have their remaining balance waived. Counsel confirmed with Respondent via email that they have received the vehicle back and Complainant is no longer in debt to Respondent. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**40.2023060741 (TH)**

**Date Complaint Opened: 11/28/2023**

**First Licensed: 02/12/2002**

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant explains it has been over four (4) weeks since they brought their vehicle in for repair at Respondent’s dealership.**

**Respondent states they expedited the diagnostic process for Complainant’s vehicle, and discovered the transmission assembly would need replacing. Respondent states the replacement transmission was ordered on October 27, 2023, and Complainant was notified of the necessary repair and provided a loaner vehicle on October 30, 2023. The transmission arrived at the dealership on October 31, 2023, and the repair was completed on November 10, 2023. Respondent notes, however, their service advisor failed to notify Complainant that the vehicle was ready for pickup. Respondent explains they had a situation in their office which contributed to their lack of proper communication. Respondent states when they learned of the complaint, their service manager contacted Complainant on November 29, 2023, and informed Complainant the vehicle’s repairs were completed. Complainant picked up the vehicle on November 30, 2023. Counsel recommends closing this complaint with a Letter of Instruction.**

**Recommendation: Letter of Instruction.**

**Commission Decision: Concur.**

**41.2023061591 (TH)**

**Date Complaint Opened: 12/01/2023**

**First Licensed: 08/10/2000**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant states on October 25, 2023, they purchased a vehicle from Respondent in cash. Complainant states they were issued a temporary tag that expired on December 31, 2023. Complainant states as of the time of their complaint, December 1, 2023, it was over 30-days since purchase and still had not received the title.**

**Respondent states on December 7, 2023, Complainant was notified the title documents were available for pickup. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**42. 2023061651 (TH)**

**Date Complaint Opened: 12/03/2023**

**First Licensed: 03/20/1995**

**Expiration: 03/31/20225**

**License Type: Motor Vehicle Dealer**

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

**Complainant states Respondent sold them a vehicle with an existing lien concerning the previous owner.**

**Respondent explains the person who filed the complaint is not the person who purchased the vehicle from Respondent. Respondent explains the reason Complainant was unable to register the vehicle was because Complainant was attempting to register the vehicle instead of the true owner whose name is on all of the purchase documents. Respondent states they contacted the Clerk's Office and spoke with a title clerk who assured that if the actual customer listed on the title presented the title when attempting to complete registration, the Clerk's Office would have completed their registration and provided them a tag.**

**Respondent explains they had all issues present with the vehicle at the time repaired June 8, 2023. Respondent states then on June 9, 2023, Complainant came in with the customer who purchased the vehicle. Respondent explains the customer test drove the vehicle for approximately an hour and a half prior to purchase, and then came to an agreement for purchase. Respondent advises Complainant was not the purchaser of the vehicle, and that the customer who did purchase the vehicle bought it "As-Is" without warranty. Respondent provided the customer signed "As-Is" paperwork. Respondent states the vehicle was not sold with an existing lien, and that the previous lien holder signed off on the title as the previous owner fulfilled their obligation to said lien holder. Respondent notes this is referenced on the front of the title. Respondent explains they offered to go with the actual customer to get the vehicle registered, but Complainant refused the offer. Respondent states Complainant has since dropped the vehicle off and refuses to pick it up from Respondent's dealership.**

**There does not appear to be any violations on behalf of Respondent and, as such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**43. 2023061951 (TH)**

**Date Complaint Opened: 12/05/2023**

**First Licensed: 07/22/2021**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent hires full time commissioned salespeople not licensed in Tennessee to sell cars. Complainant states Respondent has three [3] unlicensed salespeople working for them.**

**An investigation was conducted. Respondent explained the lack of salesman licenses for their employees was not purposeful but an oversight. At the time of the first site visit, the owner was the only salesman with an active salesman license. However, Respondent was nevertheless employing three (3) unlicensed salespeople. Though, by end of this investigation it was reported that each of Respondent's employees have become licensed. Additionally, after a follow-up visit on December 14, 2023, the investigator learned an additional salesperson was hired and licensed. Counsel recommends the Commission authorize assessing a \$1,500 civil penalty for Respondent employing three (3) unlicensed salespersons.**

**Recommendation: Authorizing assessing a \$1,500 civil penalty.**

**Commission Decision: Concur.**

**44.2023062211 (TH)**

**Date Complaint Opened: 12/06/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle from Respondent on October 27, 2023. Complainant explains they were supposed to receive their title within two (2) weeks. Complainant states, however, at the time of their complaint, December 6, 2023, they have yet to receive their title. Complainant states Respondent refuses to answer them or provide any updates. Complainant states their complaint is they are unable to obtain the vehicles title and tag.**

**An investigation was conducted. The investigator noted Respondent was cooperative in this investigation and provided a sworn statement, along with copies of documents from the deal file, and proof of mailing the title to Complainant on December 13, 2023. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**45.2023065071 (TH)**

**Date Complaint Opened: 12/23/2023**

**First Licensed: 11/17/2021**

**Expiration: 10/31/2025**

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

**Complainant states on December 21, 2023, they purchased a vehicle from a seller who had previously purchased it from Respondent with a rebuilt title. Complainant alleges Respondent originally sold the vehicle without making the necessary repairs.**

**Respondent states they never had a contractual relationship with Complainant. Respondent explains the customer who purchased the vehicle completed a test drive of the vehicle prior to purchasing. Respondent states the customer paid in full for the vehicle, and continued to drive the vehicle for over four months prior to this complaint being filed. Respondent states they sold the vehicle to the customer “As-Is.” Respondent explains they also had the customer sign a Notice and Disclosure of Rebuilt or Salvage Vehicle. Respondent advises that the customer never contacted them prior to this complaint being filed. Respondent provided copies of the customer signed documentation. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**46.2024001741 (TH)**  
**Date Complaint Opened: 01/09/2024**  
**First Licensed: 05/11/2022**  
**Expiration: 05/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they purchased a vehicle from Respondent. Complainant states the vehicle had a safety hazard issue after purchase. Complainant explains Respondent did fix the safety issue and provided a loaner vehicle, however, note that it took three (3) months for the repair to be completed. Complainant states their main issue was the delay in title being issued to them.**

**Respondent states they believe they did their part in making sure the unit was safely repaired for operation. Respondent states the vehicle was purchased from the auction, and the title was delivered on July 18, 2023. Respondent states, however, the title was misplaced so they immediately applied for a duplicate title. Respondent explains they ran into problems receiving the duplicate title, but eventually received it on December 29, 2023. Respondent advises that they kept Complainant informed on the matter throughout the entire process. Respondent states they sent their tag runner to the DMV and had Complainant’s unit registered immediately. Respondent explains they then called Complainant and emailed over a copy of the registration until the formal registration could be mailed. Due to the delay in issuing Complainant’s registration information, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to issue customers registration information in timely manner or offer other alternatives.**

**Recommendation: Letter of Warning.**

**Commission Decision: Concur.**

**47.2023062101 (ES)**  
**Date Complaint Opened: 12/05/2023**  
**First Licensed: 09/02/2014**  
**Expiration: 08/31/2018 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they filed this complaint to help them get a copy of their title for a vehicle purchased from Respondent many years ago. Respondent has been closed since 2018 and Complainant has no documentation to show when the vehicle was purchased or who it was purchased from. Respondent's surety bond information was sent to Complainant. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**48.2023062461 (ES)**  
**Date Complaint Opened: 12/08/2023**  
**First Licensed: 05/29/2015**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant financed a used vehicle from Respondent four years ago and alleges they did not know about the high interest rate or balance owed because the salesperson never disclosed it to them. Complainant alleges the finance company has done damage to their credit. Respondent notes the 5-page retail installment agreement signed on each by Complainant clearly lists the payment terms, including the interest rate, total finance charge, amount financed, total payments, and total sale price. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**49.2023063021 (ES)**  
**2023063581**  
**2023064571**  
**Date Complaint Opened: 12/12/2023, 12/15/2023, 12/20/2023**  
**First Licensed: 07/01/2020**  
**Expiration: 06/30/2024**



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

**2023063021**

**Complainant is a Florida resident who states they ordered a popular vehicle high in demand back in 2021 from Respondent. In November of 2022, Complainant chose to switch the trim package on the vehicle. Complainant alleges they have a signed invoice showing the price would not change from \$53,245. However, Counsel notes the document provided by Complainant states, “this is not an invoice in italic bold print” and is titled “Preview Order”. The vehicle was built and scheduled to be delivered in early December 2023. Complainant states they received a text from the salesperson that Respondent’s management decided to cancel the order and revise the price to \$65,595. Complainant alleges Respondent is attempting to extort money from them a week before delivery. Respondent denies the document is a “signed invoice” and denies that it promises the price would not change. Respondent has no control over the manufacturer’s suggested retail price or the price they charge the dealer for vehicles. Respondent states the manufacturer does have a Price Protection Program but it does not apply when you change trim or models. Respondent, however, does not have a Price Protection Program or guarantee because they do not control the cost of new vehicles. Respondent states the price increase was due to inflation, Tennessee Sales Tax, and fees associated with the purchase of a vehicle in Tennessee. Respondent denies cancelling Complainant’s order. Due to the lack of the manufacturer’s production, Respondent removed itself as the preferred dealer on all specialty ordered vehicles. This allowed consumers to decide if they wanted to continue to wait on their ordered vehicle or choose another franchise dealer. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**2023063581**

**Complainant purchased a used vehicle from Respondent on 8/16/23 and alleges their lender has not received the title as of 12/15/23. Complainant had requested their license plate from their previous vehicle be transferred and that had not been completed. Complainant states the vehicle purchased sustained tornado damage on 12/9/23 and was deemed a total loss. Complainant states the insurance company will not pay off the loan until the lienholder has the title. Respondent confirmed the title was issued and provided to the lienholder on 12/20/23. Counsel asked for more detail about the delay and never received a response. Additionally, Counsel had to reach out to Respondent multiple times after letters and emails were sent to obtain their initial response to the complaint. However, this was a complaint referred from the Attorney General’s Office, Division of Consumer Affairs, and Respondent had responded to the complaint which is an exact copy of what we sent them. Counsel recommends issuing a Letter of Warning for failure to respond to put Respondent on notice they are**

required to respond to mail from the Commission even if they have already responded to the same complaint but to a different Agency.

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

**Commission Decision:** Concur.

**2023064571**

Complainant states their vehicle's engine blew up in late June 2023 and it was in the shop for 51 days. Complainant states they paid \$1,000 to rent a vehicle during this time and their warranty covers up to \$40 a day for 10 days. Complainant alleges their warranty company sent a check to Respondent for \$400 and they have not yet been reimbursed for that amount. Complainant further alleges Respondent did not secure a bolt properly during repairs and oil was leaked onto multiple components causing further problems. The vehicle had to go back in for diagnostics and Complainant had to rent a vehicle again. Respondent provided a response, but Counsel did not receive the full response, it appeared to be cut off. Counsel has requested the full response by email multiple times but has not received the full copy at this time. However, there is no evidence of violations based on the lack of supporting documentation regarding Complainant's allegations, and the part of the response received from Respondent. Counsel recommends issuing a Letter of Warning for failure to respond.

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

**Commission Decision:** Concur.

**50.2023063621 (ES)**

**Date Complaint Opened: 12/15/2023**

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

**Expiration: 12/31/2021 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on or around 7/15/22 and alleges it has serious mechanical issues. Respondent notes the vehicle was purchased at a different location, which has been closed for over a year. Respondent's sister location which did sell this vehicle denies any wrongdoing, but as a gesture of good faith, offered to trade the vehicle at its current value. There is no evidence of any violations and Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**51.2023064711 (ES)**

**Date Complaint Opened: 12/21/2023**  
**First Licensed: 01/31/2022**  
**Expiration: 01/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent and alleges the salesperson took their \$1,000 deposit and instead of applying it to the loan as requested, they purchased GAP insurance despite Complainant declining it. Complainant states Respondent said it was an accident and blamed it on their “new computer system”. Complainant alleges they still have not received documentation related to the GAP insurance and refund to the lender. Respondent provided copies of the deal file showing the down payment made and the GAP insurance purchased and showing Complainant’s signatures on all pages. Respondent processed the GAP cancellation as requested by Complainant and refunded the money to the lender. Respondent provided a copy of the buyer’s order and copies of electronically signed documents to Complainant at the time of purchase on 12/16/23 and later, emailed copies separately per Complainant’s request on 12/21/23. There is no evidence to support the allegations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**52.2024000591 (ES)**  
**Date Complaint Opened: 01/03/2024**  
**First Licensed: 04/27/1998**  
**Expiration: 04/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges it did not come with a fender liner or engine splash shield which are supposed to protect the engine. Complainant further alleges the radiator support assembly is bent and claims dealers are not allowed to sell vehicles with this kind of “structural damage”. Complainant also believes Respondent should have informed him there was an accident listed on the Carfax. Respondent states there was no evidence that these issues were present prior to the purchase. Respondent repaired the radiator mount in good faith. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**53.2024000711 (ES)**  
**2023064731**  
**Date Complaint Opened: 01/04/2024, 12/21/2023**

**First Licensed: 12/12/2011**  
**Expiration: 01/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**2024000711**

**Complainant purchased a vehicle from Respondent in August of 2021. Complainant alleges Respondent requires a cash down payment in violation of the Truth in Lending Act (TILA). Respondent's attorney responded noting this complaint was based on a TikTok video. Counsel confirms the TikTok video does not make any credible statements based on facts related to this complaint but instead attempts to apply the federal open-ended credit card/credit law to the purchase of a vehicle. Respondent notes requiring a down payment is legal and in full compliance with TILA. The price of every vehicle offered for sale is fixed. There is no additional charge to the price of a vehicle whether it is purchased with cash or if the buyer uses credit. When credit is involved, Respondent makes clear disclosure of all credit terms. While Respondent might be willing to extend credit to a purchaser who does not have a history of honoring financial obligations (bad credit), they will not give a vehicle to a person who does not have their money invested in the transaction as well. Thus, when Respondent arranges financing for a buyer to purchase a vehicle, they will not extend or arrange credit for 100% of the price of the vehicle and requires the buyer to make a down payment/investment into the transaction. Respondent previously spoke with the Complainant to inform them that they were misled by this type of "too-good-to-be-true" argument they found on TikTok, but further stated that if they had a valid argument, Respondent would consider their position. Counsel finds no evidence of any violations and recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**2023064731**

**Complainant purchased a vehicle from Respondent and alleges the same violation related to requiring a cash down payment as in the summary above. It appears these complaints were filed together after viewing the same TikTok video. Respondent's attorney provided a similar response and there is no further details or new information to provide than what is summarized above. Counsel finds no evidence of any violations and recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**54.2023064111 (ES)**  
**Date Complaint Opened: 12/19/2023**

**First Licensed: 12/16/2011**  
**Expiration: 12/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2021 – One complaint closed with a letter of warning for deceptive advertising.**

**Complainant states they dropped their vehicle off at Respondent’s service center in April of 2023 and was informed by the manager its repairs were complete. Complainant retrieved the vehicle and alleges it was leaking on the way home. Complainant alleges Respondent also damaged the driver side door to the vehicle. Complainant filed a civil suit which led to a settlement and the resolution of this matter. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**55.2023042281 (ES)**  
**Date Complaint Opened: 09/05/2023**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant is a County Clerk who alleges Respondent may be engaged in unlicensed activity. Complainant states Respondent is a licensed dealer in Georgia who is selling vehicles in Tennessee without a TN dealer license. An investigation was conducted. The investigator was able to make contact with a Tennessee resident who saw a vehicle advertised by Respondent on Facebook and met with Respondent at a location in Tennessee to purchase the vehicle. The investigator met with another Tennessee resident who stated they also saw a vehicle advertised on Facebook and purchased the vehicle from an employee at a Maaco Auto Body Shop located in Tennessee. The employee had purchased the vehicle from Respondent prior to selling it to the Tennessee resident. The investigator also spoke to a few more Tennessee residents who stated they purchased vehicles from Respondent from locations in Tennessee. Respondent’s attorney contacted Counsel and has been very cooperative. Respondent’s attorney provided Counsel with a sworn statement signed by the owner of the Georgia licensed dealer. This sworn statement explains that Respondent does sell vehicles to out-of-state customers and negotiates the sale remotely between the customer while Respondent is at their dealership in Georgia. Respondent will transport the vehicle to a location of the customer’s choice in Tennessee, where the customer can test drive the vehicle, sign the prepared paperwork for the sale, make payment and accept the vehicle. Counsel cannot prove any unlicensed activity or violations, however Counsel recommends issuing a Letter of Instruction stating that sales cannot be negotiated at any location in Tennessee.**

**Recommendation: Letter of Instruction**

**Commission Decision: Concur.**

**56.2023064901 (TH)**  
**Date Complaint Opened: 12/21/2023**  
**First Licensed: 07/18/2019**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states when they purchased a vehicle from Respondent, they were told by an authorized representative that Respondent's vehicles had undergone a thorough inspection and if something is wrong with the car it is repaired prior to its sale. Complainant states, however, approximately two (2) days later the vehicle sustained a failure which rendered the transmission inoperable. Complainant states they requested Respondent to contribute to the cost, but that Respondent refused.**

**Respondent states they sell every car "As-Is" and allow every customer the opportunity to take the vehicle to any mechanic to have it inspected before purchasing. Respondent explains Complainant informed them a few days after purchase that the vehicles clutch went out. Respondent states the customer purchased a separate warranty from their credit union. Respondent states, however, their credit union warranty did not cover the clutch, and requested Respondent's help. Respondent states the vehicle did not have any issues known to them prior to the sale and that Complainant took the vehicle on a 30-minute test drive prior to purchase with no issues. Respondent advises that their mechanic conducted an inspection of the vehicle prior to sale. The "As-Is" Complainant signed paperwork was provided. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**57.2023064951 (TH)**  
**Date Complaint Opened: 12/22/2023**  
**First Licensed: 09/26/2011**  
**Expiration: 08/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they purchased a vehicle on July 29, 2023, and have not received the title to the vehicle. Complainant explains they have tried on multiple occasions to get the title sent with no resolution.**

**Respondent states they paid \$73,500 to the Bank to payoff of the vehicle. Respondent explains the bank ended up charging additional fees, and that they paid the bank instead of Complainant. Respondent explains they were initially unaware of the**

additional fees that were holding up the title. Respondent states FedEx attempted to deliver the title, but Complainant was not there to sign for the package. Respondent advises the package is at the FedEx location ready for pickup. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**58.2024000221 (TH)**

**Date Complaint Opened: 01/02/2024**

**First Licensed: 01/10/2008**

**Expiration: 01/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent, that stopped working within three (3) months. Complainant expresses they want Respondent to fix the vehicle.

Respondent states they offer a variety of warranty options to their customers, but Complainant declined coverage. Respondent states prior to learning of this complaint they were working with the Complainant on their payments so that Complainant had more money to put towards required repairs. Respondent states to their knowledge the vehicle has been repaired, and Complainant is satisfied. Respondent states as they sell use vehicles, they encourage all customers to have the vehicles inspected and to purchase warranties. Respondent states they regret any issues Complainant has had, and never knowingly withheld information from customers. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**59.2024000651 (TH)**

**Date Complaint Opened: 01/03/2024**

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

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent. Complainant states the vehicle did drive well, but that they were unaware of the damage to the frame at the time of purchase. Complainant states they did believe the vehicle would have unreparable issues.

Respondent states Complainant purchased a 2012 Ford F-150 pickup truck with 85,321 miles on August 23, 2023. Respondent states the truck was a one-owner vehicle with a clean title and Carfax report. Respondent states the buyers test-drove and inspected the truck, as well as reviewed the Carfax history report before proceeding with their purchase. Respondent provided all signed documentation, including the “As-Is” no dealer warranty buyers guide, and the “As-Is” sold without warranty disclaimer. Respondent states Complainant was also offered a warranty from a third-party provider which they declined, and Respondent provided a copy of the signed declination of warranty paperwork. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

60.2024002691 (TH)

Date Complaint Opened: 01/17/2024

First Licensed: 08/07/2023

Expiration: 08/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states Respondent sold them a vehicle with a warranty that Respondent does not intend to honor.

Respondent states the vehicle was sold “As-Is” and provide the Complainant signed “As-Is” documentation. Respondent states Complainant had a third-party service contract, and they are unable to control what they approve under that service contract. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

61.2023064241 (TH)

Date Complaint Opened: 12/19/2023

First Licensed: 10/01/2010

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant states they are being overcharged for a rebuilt vehicle. Complainant alleges Respondent has continuously changed the terms of the payment agreement between Respondent and Complainant. Complainant is alleging Respondent acted fraudulently.

Respondent failed to answer the complaint.



An investigation was conducted. Respondent advised when Complainant purchased the vehicle, they did not have enough money to cover the down payment and the taxes due. Respondent provided copies of the Bill of Sale and Supplemental Payment Agreement with Complainant's signature. When asked why Respondent required the taxes to be paid in this manner, Respondent explained they needed the taxes paid up front so they could process the vehicle's tags and title. Respondent provided the document used to itemize all payments received from Complainant. Respondent also provided a copy of the Rebuilt Disclosure and a copy of the Buyer's Guide. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

62.2024001091 (TH)

Date Complaint Opened: 01/05/2024

First Licensed: 10/30/2019

Expiration: 10/31/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states Respondent sold them a vehicle on August 31, 2023. Complainant states Respondent sold the vehicle without title in hand.

Respondent asserts that it is not against the law to sell a vehicle without the title in hand. Respondent explains due to Complainant not making their car payments and defaulting on the loan, the vehicle was repossessed. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

63.2024001161 (TH)

Date Complaint Opened: 01/05/2024

First Licensed: 12/22/2005

Expiration: 09/30/2025

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020- One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.

Complainant states they purchased a vehicle from Respondent on September 8, 2023. Complainant states in November they reached out to Respondent about their title and registration. Complainant states, however, as of January 5, 2024, they had not received their title.

Respondent states they had a difficult time getting the title because the state of NC did not list the

lienholder correctly on the title when the car was sold. Respondent has received a lien release, and is in the process of getting a duplicate title from the state of NC so that they can process the paperwork for Complainant.

Respondent followed up with Counsel and confirmed on February 15, 2024, the title was mailed to the Complainant, and that the issue was resolved. Due to the delay in issuing Complainant's registration information, Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to issue customers registration information in timely manner or offer other alternatives.

**Recommendation:** Letter of Warning.

**Commission Decision:** Concur.

64.2024001171 (TH)

Date Complaint Opened: 01/05/2024

First Licensed: 11/27/2019

Expiration: 03/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states shortly after purchasing a vehicle from Respondent they learned the vehicles motor was inoperable. Complainant states they tried to return the vehicle within 24-hours after purchase.

Respondent states they sold the vehicle "As-Is." Respondent explains Complainant signed a Tennessee Buyers Guide agreeing to the "As-Is" terms. Respondent states they discussed the vehicle being sold "As-Is" with Complainant prior to their purchase. Respondent provided the "As-Is" signed paperwork. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

65.2024001861 (TH)

Date Complaint Opened: 01/09/2024

First Licensed: 03/21/2016

Expiration: 03/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

An anonymous complaint was filed. The complaint alleges Respondent is using unlicensed salespeople to fraudulently list vehicles for sale as private sales but then directing them to Respondent. The complaint included copies of Facebook vehicle listings that Complainant alleges Respondent directed individuals to list for sale.

Respondent submitted a sworn affidavit. Respondent denies the allegations and expresses all sales are done completely at the dealership's property. Respondent advises that all sales they complete take place at the dealership. Respondent explains they are only able to print their paperwork for sales at the dealership. Respondent states they believe Complainant to be their ex who filed a false complaint against them. There was no evidence of any violations on behalf of Respondent. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**66.2024003061 (TH)**

**Date Complaint Opened: 01/18/2024**

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

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent engaged into deceptive practices in a sale in 2016. Respondent explains according to the complaint and supporting documentation, Complainant purchased a vehicle on November 11, 2016, from a different dealership at their location. Respondent explains they did not exist as business entity until December 4, 2023. Respondent notes that the complaint did not come until four years after purchase. Respondent explains they believe Complainant needs to speak the manufacture as the previous dealer was a franchise. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**67.2023064651 (ES)**

**Date Complaint Opened: 12/20/2023**

**First Licensed: 06/22/2012**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$5,000 civil penalty for false, fraudulent, or deceptive practices. 2021 – One complaint closed with \$250 civil penalty for engaging in false, fraudulent, or deceptive practice(s). 2023 – One complaint closed with \$1,250 civil penalty for false, fraudulent, and deceptive advertising and prices.**

Complainant purchased a used vehicle from Respondent on 11/11/21. Complainant alleges the mileage reported to the state and the mileage written on their documents was incorrect based on a review requested by their warranty company. Complainant alleges the correct mileage at the time of purchase was 61,000 but alleges Respondent reported 26,175 to the state. Respondent admitted to a mistake once it was presented with the information, determined how the mistake occurred, how they needed to make

it right, and states they have gone above and beyond in consideration of the Complainant's time and energy in having to deal with the mistake. After reviewing their records, Respondent realized they had sold this vehicle to a consumer a few years ago, then that consumer traded it back in. Respondent then sold the vehicle to Complainant, and at that time, the sales personnel accidentally entered the mileage that the vehicle had when it was originally sold to the first consumer a few years back because it was in their database. The lender provided a letter stating that this clerical error did not cause any valuation error and Respondent did not owe the lender anything regarding this error. The proper odometer reading was provided to the lender by the NADA bookout sheet when qualifying Complainant for the loan for the vehicle. Complainant realized the error in the mileage over two and a half years ago when they had their first oil change and if Respondent would have been notified, they would have rectified the issue immediately. Respondent's manager personally met with Complainant to offer to give them a "good grade" trade out of the vehicle since they were unhappy with recent mechanical issues or offered to provide almost three years of additional warranty coverage of the vehicle at no cost, after repairing it at no cost to Complainant, and after waiving the deductible on their current warranty coverage. Complainant was unhappy with this offer and demanded Respondent repair the vehicle and pay off their car loan of almost \$18,000. Respondent was not willing to do this and contacted our office to seek advice on how best to handle this matter even prior to being advised that Complainant had filed this complaint. Since then, Complainant and Respondent have resolved this matter and Respondent repaired the vehicle, provided a free extended warranty and gave the Complainant \$2,000. Counsel finds that this matter is the result of a clerical error that was handled properly once brought to Respondent's attention, and therefore recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**68.2023065651 (ES)**

**Date Complaint Opened: 12/28/2023**

**First Licensed: 06/15/2017**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent and paid in full on 10/5/23 and had not received the title as of 12/8/23. Respondent mailed the title to Complainant per their request and provided proof of delivery via signature of the certified mail packet on 11/17/23. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**69.2024000681 (ES)**

**Date Complaint Opened: 01/03/2024**  
**First Licensed: 01/13/2010**  
**Expiration: 12/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent registered their vehicle in the wrong county after a long delay in waiting for their registration and tag and poor communication regarding the delay. Complainant further alleges Respondent may be operating with an expired license. An investigation was conducted. Respondent admitted that the delay in registration was due to a clerical error and listing the wrong VIN on the paperwork. After remedying the error, the registration was provided and only two temporary tags were issued. Respondent explained the vehicle was registered in the county where their dealership is located, which they state is common practice of "buy here-pay here" dealerships. Respondent admitted to selling three vehicles after their license expired on 12/31/23 and prior to renewing their license. Counsel recommends issuing a \$500 civil penalty for each vehicle sold during the time the dealership was operating with an expired license, for a total \$1,500 civil penalty.

**Recommendation: Authorize a \$1,500 civil penalty for unlicensed activity**

**Commission Decision: Concur.**

**70.2024003231 (ES)**

**Date Complaint Opened: 01/19/2024**  
**First Licensed: 08/18/2008**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent advertised a vehicle for sale on Facebook with 212,000 miles but when they went to look at the vehicle, it had over 242,000 miles. Complainant purchased the vehicle for \$1,850 and it has since broken down. Respondent notes the vehicle was purchased as-is without warranty and denies advertising the vehicle with incorrect mileage. Respondent provided the deal file which included an Odometer Disclosure Statement with the correct mileage. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**71.2024003651 (ES)**

**Date Complaint Opened: 01/19/2024**  
**First Licensed: 05/26/2011**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**

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

**Complainant states they have had horrible experiences dealing with multiple franchise dealership locations in Tennessee when bringing in their vehicle for repair and oil changes since they purchased it new in 2019. In November of 2023, they had their vehicle towed to Respondent's service center. Complainant claims they were told they had a lifetime warranty of the rod bearings but provides no supporting documentation. Complainant was then told the corporate office wanted to do an extensive diagnostic test and it showed the issue was with the pistons, not the bearings. Complainant further alleges it took over one and a half months to tell them the engine needed to be replaced, the vehicle is past warranty and Complainant will need to pay almost \$8,400. Respondent provided a detailed account of the diagnostics performed and after contacting the manufacturer, they completed a complimentary combustion chamber cleaning which did not resolve the issue. The manufacturer eventually declined further assistance because the vehicle is outside of any warranties, and Respondent is not authorized to perform any repairs outside of warranty without permission from the OEM. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**72.2024004761 (TH)  
Date Complaint Opened: 01/26/2024  
First Licensed: N/A (Unlicensed)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**A complaint was opened after receiving information from the County Clerk regarding possible unlicensed activity occurring outside an auction.**

**An investigation was conducted. The investigator spoke with someone at the auction, who confirmed the allegations in the complaint. The investigator asked the auction at what point they would revoke Respondent's access, to which they replied, "when a government agency tells us to." After multiple attempts to locate Respondent, the investigator was unable to make contact with them.**

**Counsel recommends closing the complaint against Respondent and opening a secondary complaint against the relevant auction.**

**Recommendation: Counsel recommends closing the complaint against Respondent and opening a secondary complaint against the relevant auction.**

**Commission Decision: Concur.**

**73.2023065461 (ES)**

**Date Complaint Opened: 12/27/2023**

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

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s). 2021 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

**Complainant alleges Respondent added charges to the price of a vehicle after quoting the total price. Respondent clarifies that Complainant viewed the vehicle on a third-party vendor site (Edmonds), which Respondent does not utilize. Edmonds erroneously obtained Respondent's data and marketed their vehicle without correct information. Respondent did honor the price of the sponsor site for Complainant and has taken steps to ensure Edmonds no longer displays their vehicles. Respondent will continue to monitor Edmonds. Respondent states they do disclose additional charges on their sponsored third-party sites and their website. Counsel reviewed Respondent's disclaimer which states the advertised price includes a financing incentive of \$1,000 but is only valid if a consumer uses their preferred lender. However, there is a clear line item of \$1,000 being subtracted from the price for the incentive, and the price without the incentive is also shown. Further, their advertised price does not include their VIP Advantage Package which costs \$1,999.81 for new vehicles and \$999.84 for used vehicles. Counsel finds advertising violations because Respondent is adding the following charges in addition to their advertised price in violation of Rule 0960-01-.12: VIP Advantage Package fee, and a fee for outside financing. Counsel recommends a \$250 civil penalty for each advertising violation, for a total \$500 civil penalty.**

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

**Commission Decision: Authorize a \$500 civil penalty for advertising violation and refer to TN Attorney General and Federal Trade Commission.**

**74.2024000401 (ES)**

**Date Complaint Opened: 01/03/2024**

**First Licensed: 11/04/2020**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$3,000 civil penalty for issuing more temporary tags than allowed. One complaint closed with letter of warning for failure to respond to a complaint.**

**Complainant states they purchased a truck from Respondent because they were informed of the vehicle's good service and maintenance history and records. Complainant alleges they began getting letters stating the truck needed to be serviced and when they brought it in to the service center, they were informed it had not been**

serviced as promised. Respondent has since reimbursed Complainant in full for services rendered after the sale. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

75.2024000451 (ES)  
Date Complaint Opened: 01/03/2024  
First Licensed: 09/01/1991  
Expiration: 04/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent in March of 2020 and alleges the engine blew up within the first month, which was replaced at no cost to them through Respondent's three-month/4,500-mile warranty. Complainant alleges they advised the warranty company about transmission issues as well, but they were never addressed. Complainant states their transmission needs to be replaced now, and they take issue with the fact they have to pay for the repairs and also make payments on the vehicle while it is being repaired. Respondent allowed Complainant to return the vehicle and they would not pursue the remaining balance owed, which they believed to be a fair resolution. Complainant wanted a full refund of the amount they have paid during the time they have had the vehicle. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

76.2024002101 (ES)  
Date Complaint Opened: 01/11/2024  
First Licensed: 09/08/2011  
Expiration: 08/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2021 – One complaint closed with \$250 agreed citation for advertising violations.

Complainant purchased a used vehicle from Respondent and states the vehicle broke down about a month later. Respondent did state the vehicle was "in great shape all around, no mechanical problems, 127,000 miles for \$7,250." Complainant has since received an estimate of over \$30,000 to repair the vehicle. Complainant alleges Respondent was nasty to them and made vulgar threats when they attempted to discuss the issues with the vehicle. Complainant alleges Respondent told them it was not their problem, and they were stupid to buy the vehicle. Complainant filed a police report against Respondent. Respondent provided the signed document showing this vehicle was purchased as-is, without warranty. There is no evidence of any violations and Counsel recommends closure.



**Recommendation: Close**

**Commission Decision: Concur.**

**77.2024004221 (TH)**  
**Date Complaint Opened: 01/24/2024**  
**First Licensed: 07/07/2005**  
**Expiration: 03/31/2026**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2021 – One complaint closed with \$500 agreed citation for unlicensed salesperson activity.**

**Complainant states Respondent sold them GAP insurance. Complainant explains, however, now that they are attempting to file a claim to utilize the policy, Respondent refuses to provide the necessary documentation. Respondent states they provided Complainant a copy of their gap contract, and that the gap company is a third-party company which Complainant needs to contact. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**78.2023065571 (ES)**  
**Date Complaint Opened: 12/28/2023**  
**First Licensed: 12/08/2017**  
**Expiration: 09/30/2023 (Expired)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**A Notice of Violation was issued to Respondent on 12/19/23 because their dealer license had expired on 9/30/23. Respondent states they have not sold a vehicle in over four years and they appear to be a bus and motorcoach leasing company. The inspector did not find any evidence that vehicles were being advertised for sale on the property and there were no documents or files showing any evidence of sales or unlicensed activity. However, the business was open and Respondent stated they wanted to keep a dealer license. Respondent had paid for their renewal fee prior to the inspection but still had some more documentation to provide before renewal would be approved. Counsel recommends issuing a Letter of Instruction regarding the limits of operating a business without an active dealer license.**

**Recommendation: Letter of Instruction**

**Commission Decision: Concur.**

**79.2023065791 (ES)**  
**Date Complaint Opened: 12/29/2023**

**First Licensed: 08/11/2020**  
**Expiration: 07/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant purchased a used vehicle from Respondent on 11/10/23 and alleges they have not received title or registration as of 12/29/23. Respondent states they originally purchased the vehicle from an auction on 10/24/23 and the auction was having trouble getting the title from the seller. Respondent received a duplicate title on 1/2/24 and the vehicle was registered soon after the county clerk received the paperwork on 1/24/23. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**80.2024002091 (ES)**  
**Date Complaint Opened: 01/11/2024**  
**First Licensed: 11/04/2016**  
**Expiration: 10/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant states they paid the final balance on their vehicle on 10/13/23 and had not received the title as of 1/11/24. Respondent states Complainant still owes \$243 on the vehicle and provided a copy of the title to show they have it in their possession, and will provide it when the balance has been paid. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**81.2024003221 (ES)**  
**Date Complaint Opened: 01/19/2024**  
**First Licensed: 10/09/2003**  
**Expiration: 10/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant purchased a used vehicle from Respondent around 11/1/23 and traded in their vehicle. Complainant alleges Respondent took the license plate from the trade-in vehicle and put it on the vehicle they purchased. Complainant alleges they were later issued a citation for having an improper license plate. Respondent states Complainant chose to transfer the license plate, which is a standard process on a trade-in transaction, and Respondent submitted the appropriate paperwork for a license plate transfer to the clerk's office. Included in the documents was Complainant's Proof of Residence document – a vehicle registration for a different vehicle – and the clerk's**

office erroneously transferred the license plate to this vehicle instead of the purchased vehicle. Upon receiving this complaint, Respondent addressed and resolved the discrepancy with the Shelby County Clerk. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**82.2024007651 (ES)**  
**Date Complaint Opened:** 02/13/2024  
**First Licensed:** 11/04/2002  
**Expiration:** 10/31/2024  
**License Type:** Motor Vehicle Dealer  
**History (5 yrs.):** 2019 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.

Complainant purchased a used vehicle from Respondent on 7/17/23 and was informed the vehicle had been in two accidents. Respondent told them they did not buy or sell vehicles that had been in any extensive accidents so after a test drive, Complainant purchased the vehicle with an extended warranty and GAP insurance. Complainant had to bring in the vehicle for mechanical issues in August and after being in a loaner for 23 days, they no longer wanted the vehicle. Respondent would only buy the vehicle back after it was repaired and appraised again, which would leave Complainant upside down financially. Complainant states they had to bring it back for mechanical issues multiple times in October and November, and then again to a different manufacturer service center in early 2024. According to Complainant, the same mechanical issues persisted. Respondent agreed to buy back the vehicle and pay off the lien, reimburse all payments made on the vehicle as well as the down payment. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**83.2023064821 (ES)**  
**Date Complaint Opened:** 12/21/2023  
**First Licensed:** N/A (Unlicensed)  
**Expiration:** N/A  
**License Type:** Motor Vehicle Dealer  
**History (5 yrs.):** None.

Complainant alleges they purchased a vehicle which had been advertised on Facebook Marketplace from Respondent at their office in Memphis on 11/20/23. Complainant alleges Respondent failed to provide title and registration for the vehicle and provided them with a 12-day temporary tag. The vehicle allegedly stopped working the same day it was purchased. A diagnostic showed 21 codes which had been there since October 2023. Respondent does not have a dealer license. An investigation was

conducted. When the investigator went to the “office” where Complainant purchased the vehicle, it appeared to be an office complex with suites. There was no evidence of Respondent’s business, or any vehicles advertised for sale. However, there was a sign displayed in the front window of a suite with another business name referring to a “wholesale auto dealer” and the same telephone number for Respondent provided by Complainant. Complainant updated the investigator to let him know they had received their title. The investigator spoke with Respondent on the phone who was not cooperative, did not provide any information despite stating their business is legitimate and stating they had a dealer license, and eventually just sent a text that Complainant was lying, and it was their word against Respondent’s word. The Complainant did not continue to cooperate with the investigation and would not provide a sworn statement or any documents related to their complaint. Counsel has evidence of unlicensed activity without Complainant’s cooperation and Respondent is holding themselves out to be a “Wholesale Auto Dealer”; therefore Counsel recommends issuing a \$5,000 civil penalty for unlicensed activity.

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

**Commission Decision:** Concur.

**84.2024003841 (ES)**

**Date Complaint Opened: 01/22/2024**

**First Licensed: 12/02/2022**

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they made an internet offer for a vehicle for sale on 1/15/24 and states Respondent confirmed receipt and stated they would get back to them. Complainant alleges Respondent was sending them emails trying to sell other vehicles and then stated the vehicle Complainant made an offer on was sold on 1/20/24. Complainant alleges Respondent is using the internet to attract bids and then attempting to sell other vehicles at much higher prices. Respondent reached out to Complainant about the lack of communication from their dealership and due to weather and illness, it did take a week before they had a chance to reach out to them after they made an offer. Complainant stated they are fine with this and just wanted to let us know there was slow communication. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

**85.2024004931 (ES)**

**Date Complaint Opened: 01/28/2024**

**First Licensed: 02/02/2021**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$500 Agreed Citation for expired salesman license.**

Complainant alleges Respondent is engaged in fraudulent business practices. Complainant claims Respondent raised the selling price of a vehicle by \$999. Complainant claims Respondent did not use their \$1,700 down payment towards the balance owed. Complainant alleges Respondent purposely and fraudulently used a Tennessee address for loan documents and for the registration of the vehicle despite the fact that Complainant lives in Kentucky. Further, Complainant alleges Respondent sold them a vehicle that he knew had mechanical issues and has blocked Complainant to prevent any further communication. Counsel further notes Respondent charges a \$400 Document Fee and does not disclose this fee on their website or in any disclaimer or disclosure. Respondent provided a two-sentence response to this complaint and did not address the allegations other than stating the vehicle was sold as-is, without warranty. An investigation was conducted. Respondent states the vehicle at issue was advertised for sale for \$12,999, not \$12,000 as alleged. Respondent states that all advertised prices on their website are “out-the-door cash prices, including taxes with no fees added” and alleges that began in February 2024, about four months after the Complainant purchased their vehicle. Respondent reviewed Complainant’s Itemization of Sale document from the deal file at issue which showed Complainant made a \$2,000 down payment which was applied to the balance owed. Respondent states the address used on the loan application was chosen by Complainant while Complainant was applying for the loan online. Respondent instructed Complainant to contact the lender to correct this information, because Respondent’s sales documents are auto-populated with the information entered by the consumer during their loan application process. Respondent admitted to blocking Complainant after they made pejorative comments about Respondent’s religion and ethnicity. Complainant did not provide any documentation to support their allegations despite requests by the investigator. Since this investigation, Respondent has added a disclaimer to their website stating they charge a \$400 doc fee. Counsel recommends issuing a \$250 civil penalty for the advertising violation relating to failing to disclose a doc fee of \$400 prior to this investigation.

**Recommendation: Authorize a \$250 civil penalty for advertising violation**

**Commission Decision: Concur.**

**86.2024006441 (ES)**

**Date Complaint Opened: 02/07/2024**

**First Licensed: 04/29/2015**

**Expiration: 01/31/2026**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with \$2,000 agreed citation for employing unlicensed salespeople.**

**Complainant purchased a used vehicle from Respondent on 1/5/24 and alleges they knowingly sold the vehicle with a bad VTC actuator. Respondent sold the vehicle as-is, without warranty and offered a discount of 50% off the cost of repairs, which has been accepted by Complainant. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**87.2024003761 (TH)  
Date Complaint Opened: 01/21/2024  
First Licensed: 11/16/2010  
Expiration: 10/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states they purchased a vehicle in 2022 from Respondent. Complainant states they have had significant challenges in obtaining the title and registration documentation. Complainant states as of January 1, 2024, they have not received their title yet.**

**Respondent explains they are apologetic for the delay, and are attempting to get the title. Respondent states they assumed their title clerk had completed the paperwork, but they had not. Counsel recommends the Commission authorize assessing a \$1,000 civil penalty for the excessive delay in issuing Complainant's title and registration in violation of T.C.A § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).**

**Recommendation: Authorizing assessing a \$1,000 civil penalty for the excessive delay in issuing Complainant's title and registration in violation of T.C.A § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).**

**Commission Decision: Concur.**

**88.2024004531 (TH)  
Date Complaint Opened: 01/25/2024  
First Licensed: 10/03/2018  
Expiration: 09/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant believes they were victim of Respondent's bait and switch tactics. Complainant states they were originally informed they would not be required to make a downpayment, but were later required to put down \$500. Complainant states they signed the contract with a truth in lending disclosure with a \$0 down payment listed. Complainant states, however, they later received a message from Respondent's salesperson expressing they needed Complainant to come into the office and resign their GAP contract. Complainant states when they arrived at the dealership they were**

**“ambushed” in attempt to collect a \$500 down payment. Complainant states following that interaction the vehicle was repossessed without notice.**

**Respondent states their finance office did a preliminary review and felt they could likely put something together for Complainant allowing \$0 down. Respondent explains they sent the salesperson out with a list of vehicles they felt were doable, and structured the deal and submitted it to the appropriate lenders with zero down as the request of Complainant. Respondent explains on November 25, 2023, the majority lenders were closed due to Thanksgiving/Black Friday weekend. Respondent states, therefore, they went ahead and structured the deal in accordance with their knowledge of Complainant’s profile, and their knowledge of the bank’s lending criteria, and presented the assumed loan terms to Complainant.**

**Respondent states the next business day, Monday, November 27, 2023, the banks were back to operating during their normal business hours. Respondent explains they reached out to them to work on Complainant’s application in which they managed to get the customer approved, however, the approval came in a little bit differently than the way they had contracted it. Respondent states, as such, they requested Complainant come back to the dealership to discuss the changes.**

**We asked the salesperson to get Mr. Clayborne into the dealership so that we could discuss these changes. Once Complainant arrived, Respondent states they explained the purchase now requires a \$500 down payment. Respondent states once learning that Complainant declined to proceed. Respondent states they point to the signed and agreed to Conditional Delivery Agreement, which stated the following: “I understand that I am taking possession of this vehicle prior to approval from a financial institution and that this transaction is conditioned upon final approval by a lender and funding to the Dealer.” Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**89.2024005661 (TH)  
Date Complaint Opened: 02/02/2024  
First Licensed: N/A (Application Unapproved)  
Expiration: N/A  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**An agent with the TN Department of Revenue, filed a complaint advising an ongoing issue with Respondent. Complainant states despite multiple warnings they persist in selling rebuilt vehicles before inspections.**

**An investigation was conducted. Five (5) files obtained by the investigator show sale dates prior to the dates shown on the applications for Department of Revenue inspection. Additionally, all five (5) vehicles have been sold to customers and assigned**

temporary tags without a valid rebuilt title for the vehicles. The investigator notes Respondent advised that the dealership routinely sold and EZ tagged vehicles without inspection, until January of 2024 when a Department of Revenue Agent informed them of the proper procedure. According to Respondent after this advisement, all vehicles offered for sale by Respondent have been inspected and issued a rebuilt title prior to sale. On March 12, 2024, the investigator returned to Respondent's location to inspect vehicles being offered for sale for continued violations. Upon their arrival, the investigator met with the owners who apologized for their past transgressions and spoke at length on their commitment to abide by Department of Revenue and Motor Vehicle Commission regulations. The investigator did not observe any violations at the time of that visit. Counsel recommends the Commission authorize assessing a \$12,500 civil penalty. This amount is based on \$2,500 per five (5) vehicles sold without rebuilt title.

**Recommendation:** Authorizing assessing a \$12,500 civil penalty.

**Commission Decision:** Concur.

**90.2024003931 (TH)**

**Date Complaint Opened: 01/23/2024**

**First Licensed: 05/01/2012**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$3,500 agreed citation for engaging in false, fraudulent, or deceptive practice(s), customer parking violation, and display of vehicles on public land. 2023 – One complaint closed with \$4,500 agreed citation for issuing more temporary tags than allowed and failure to maintain business records.**

Respondent states Complainant purchased a vehicle on January 6, 2024, on a "Buy Here Pay Here" contract. Respondent states the vehicle was in proper condition at the time of sale, and the vehicle was sold "As-Is" without warranty. Respondent provided the "As-Is" paperwork signed by Complainant, and states Complainant never contacted them about any concerns with the vehicle. As such, Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**91.2024008021 (TH)**

**Date Complaint Opened: 02/14/2024**

**First Licensed: 03/22/2022**

**Expiration: 02/28/2026**

**License Type: Motor Vehicle Dealer**

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



**Complainant explains they purchased a used Motorhome from the Respondent. Complainant states they are now having issues registering the Motorhome in another state because of issues with the title.**

**Respondent states on July 6, 2021, they sold the vehicle in question to Complainant. Respondent explains they sent Complainant the executed title a week or so later, after it was received it from the previous owner. Respondent states the title appeared to have been executed properly so it was reassigned as per standard operating procedure. Respondent states on November 17, 2023, Complainant contacted Respondent's office and expressed they needed assistance in getting the bus titled. Respondent notes this was two-years after the bus was purchased. Respondent explains Complainant was attempting to title the bus in a different state, and they were unaware of the requirements for that state.**

**Respondent states they tried to contact the previous owner, who they learned had passed. Respondent explains after numerous attempts they were able to get in touch with the previous owner's widow to review the documents needed to be executed. Respondent explains after a delay they received the necessary paperwork back, and have forwarded the information to have the issue resolved within a matter of days. Respondent notes during the entire process they had numerous conversations with Complainant, keeping them updated on the situation. Respondent explains they were the dealer at the time of the incident but have since sold the business. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**92.2024009521 (TH)  
Date Complaint Opened: 02/16/2024  
First Licensed: 08/11/1998  
Expiration: 08/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states after purchasing a vehicle from Respondent online, they learned the vehicle had issues. Complainant states they believe Respondent misrepresented the vehicle.**

**Respondent states Complainant purchased a vehicle from Respondent on January 31, 2024. Respondent states throughout their interactions leading up to the purchase, they made diligent efforts to ensure transparency and furnish Complainant with all the pertinent information about the vehicle. Respondent explains Complainant expressed satisfaction during the exchanges, and they believed they had adequately addressed Complainants concerns. Respondent states the vehicle was sold "As-Is," and that Complainant had the opportunity to have the vehicle inspected by a third-party prior**

to purchase. Respondent provided the “As-Is” signed paperwork. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**93.2024005171 (TH)**  
**Date Complaint Opened: 01/30/2024**  
**First Licensed: 05/11/2007**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2020 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s). 2023 – One complaint closed with letter of warning for failure to respond to a complaint.**

Complainant states they were not informed that the vehicle they purchased from Respondent was in a prior accident.

Respondent states they informed the Complainant of the vehicle being in an accident prior. Respondent states they had Complainant sign the Carfax denoting the vehicle was in a prior accident. Respondent states they completed a full inspection of the vehicle, and fix any known problem. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**94.2024005711 (TH)**  
**Date Complaint Opened: 02/02/2024**  
**First Licensed: 11/05/2019**  
**Expiration: 10/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

An inspection of Respondent’s dealership was conducted on January 22, 2024. During the inspection Respondent was observed to be employing an unlicensed salesperson. The salespersons license expired November 30, 2023.

Respondent explains they were informed since the owner is a sole proprietor that they could hold a salesperson license under the main dealer license and, as such, did not apply for a second license. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**95.2024010981 (TH)**  
**Date Complaint Opened: 02/22/2024**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**This is an anonymous complaint alleging Respondent frequently purchases vehicles and re-sells them without benefit of a license. The complaint alleges Respondent routinely transfers license plates. It is unclear if Respondent has exceeded the five (5) vehicle limit which would prompt licensure.**

**An investigation was conducted. The investigator notes Respondent cooperated with the investigation, and provided a sworn notarized statement in which Respondent denied the allegations of selling more than five (5) vehicles in a 12- month period. Respondent advised that he had a stroke and gets bored at home, so they took up cars as a hobby. Respondent explained they did not sell more than five (5) vehicles, and does not hold themselves out as a car dealer.**

**The investigator requested a VIR from the Tennessee Department of Revenue for the vehicles listed in the document provided in the complaint. The information returned reflected that Respondent personally sold two (2) vehicles and traded in four (4) to a dealership. During the investigators visit to Respondent's residence, they did not observe any vehicles displayed for sale. The investigator also conducted internet research and did not find any advertisements of Respondent selling vehicles. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of the rules and regulations pertaining unlicensed sales and the five (5) vehicle sales per 12-month period.**

**Recommendation: Letter of Instruction.**

**Commission Decision: Concur.**

**96.2024005181 (TH)**  
**Date Complaint Opened: 01/30/2024**  
**First Licensed: 09/01/1991**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2019 – One complaint closed with letter of warning for deceptive advertising.**

**Complainant states in July of 2018, they purchased a vehicle from Respondent. Complainant explains they were unable to get approved for the vehicle they wanted, so the salesperson showed them other options. Complainant states, however, Respondent only showed them one type of vehicle and not any vehicles similar to the one they wanted. Complainant explains they feel they were “heckled” into a certain vehicle. Complainant states they were told at the time of purchase that they would be able to**

trade their vehicle in for a good deal on the other vehicle they wanted the following year. Complainant explains, however, when they went back the following year to trade it in, they were not given a good deal and ended up with a higher monthly payment. Complainant states they believe they were forced into a car they did not want and lied to about the total cost of both vehicles.

Respondent states they reviewed the paperwork for the deal in question, and that everything was properly disclosed and signed for. Respondent explains the total cost of ownership was broken down in the paperwork and agreed on. Respondent provided the deal file. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

97. 2024007301 (TH)  
Date Complaint Opened: 02/11/2024  
First Licensed: 12/21/1993  
Expiration: 12/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): 2021 – One complaint closed with \$250 agreed citation for advertising violation.

Complainant states on February 6, 2024, they observed a woman driving with a dealer tag that belonged to Respondent. Complainant states the woman driving was not an employee of Respondents.

Respondent states Complainant is their ex-spouse, and is only filing their complaint in retaliation. Respondent states Complainant has no knowledge of Respondent's business, and is not allowed at the dealership. Respondent notes Complainant has not provided any evidence of violations on behalf of Respondent. This appears to be a personal dispute, as such, Counsel recommends this complaint with a Letter of Instruction pertaining to the use of dealer tags.

**Recommendation:** Letter of Instruction pertaining to the use of dealer tags.

**Commission Decision:** Concur.

98. 2024007991 (TH)  
Date Complaint Opened: 02/14/2024  
First Licensed: 05/05/2021  
Expiration: 04/30/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

Complainant states it has been an extended period of time since their purchase from Respondent, and they have yet to receive the title. Complainant states they have

reached out to Respondent via email, mail, and phone calls asking what needs to be done for the title to be issued. Surety Bond information was sent to Complainant. Complainant expresses they have since received their title and wish to withdraw their complaint. Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of their duty to issue customers registration information in timely manner or offer other alternatives.

**Recommendation:** Letter of Warning.

**Commission Decision:** Concur.

**99. 2024010651 (TH)**  
**Date Complaint Opened: 02/21/2024**  
**First Licensed: 06/06/2023**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they placed a deposit to hold a new vehicle with understanding that the vehicle would be delivered by a certain date. Complainant states, however, they vehicle did not arrive on time.

Respondent states they informed Complainant when the vehicle arrived on February 26, 2024. Respondent states they informed Complainant of the time frame they had to either have the vehicle delivered or pick the vehicle up. Counsel recommends closure.

**Recommendation:** Close.

**Commission Decision:** Concur.

**100. 2024002631 (ES)**  
**Date Complaint Opened: 01/17/2024**  
**First Licensed: 07/15/2022**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant took their vehicle to Respondent's service center to be diagnosed and serviced on 9/23/23. There has been some delay out of Respondent's control regarding parts needed to complete repairs, but Complainant is being transferred to Alaska and needs a road-worthy vehicle for that drive. As of 12/28/23, the vehicle has still not been completely repaired and Respondent is still waiting on parts. Complainant wants to be compensated for the time spent driving back and forth to Respondent's service center without completed repairs in some way. Respondent has since repaired the vehicle completely and this issue has been resolved. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**101. 2024009931 (ES)**  
**Date Complaint Opened: 02/16/2024**  
**First Licensed: 03/27/2014**  
**Expiration: 03/31/2026**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2021 – One complaint closed with \$3,000 civil penalty for issuing more temporary tags than allowed.**

**Complainant leased a vehicle from Respondent on 6/21/23 with an alleged 50,000-mile extended warranty. Complainant has taken it to a dealer's service center in Alabama multiple times and alleges the necessary repairs have been denied by the warranty company due to pre-existing conditions. Complainant alleges there have been recalls on similar vehicles but provides no evidence or documentation to support the recalls applying to their vehicle or any attempts to contact Respondent about the recalls. Respondent states Complainant has not attempted to bring the vehicle to their service center for diagnostics or any kind of repair. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**102. 2023064931 (ES)**  
**Date Complaint Opened: 12/23/2024**  
**First Licensed: 01/04/2017**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity. 2022 – One complaint closed with \$250 civil penalty for advertising violation. 2023 – One complaint closed with \$119,250 civil penalty for unlicensed activity.**

**Complainant alleges Respondent misrepresented the vehicle they purchased and failed to disclose unsafe mechanical conditions. Complainant then notified Counsel that the dealership's owner contacted them, and they came to a satisfactory resolution. Complainant no longer wishes to pursue this complaint. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**103. 2024013971 (ES)**  
**Date Complaint Opened: 03/06/2024**  
**First Licensed: 01/04/2017**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

**Complainant purchased a used vehicle from Respondent for \$14,000 and alleges it has major structural damage which cannot be fixed. Complainant alleges the vehicle is worth \$3,500 and they still owe \$13,500. Respondent states they provided full disclosure of the vehicle's history, along with specific disclosure of vehicle damage and structural damage disclosures. These disclosures, along with a complete Autocheck Vehicle history report detailing the vehicle's history was signed at the time of the sale and copies were provided to Counsel. Complainant states they were misled at the time of sale with a good sales pitch. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**104. 2024005311 (ES)**

**Date Complaint Opened: 01/31/2024**

**First Licensed: 07/15/2021**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant alleges Respondent is engaging in deceptive business practices and refusing to refund a \$1,000 down payment after they decided not to purchase a vehicle. Respondent states they have refunded the deposit and Complainant did not further dispute this response. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**105. 2024001921 (ES)**

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

**First Licensed: 01/10/2022**

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

**Complainant states they purchased a vehicle with a \$15,000 down payment. Complainant alleges Respondent unlawfully repossessed vehicle because they owed \$5,000. Respondent provided much detail explaining that Complainant already had another vehicle through a lender which was due to be repossessed because they had**

not made payments. At that time, Respondent required Complainant to pay \$15,000 down in order for Respondent to finance the rest of the deal to purchase this vehicle. Complainant got arrested and told Respondent they needed the money more than the vehicle to fight the criminal charges. Respondent provided receipts and messages to support their statements. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**106. 2024005101 (ES)**  
**Date Complaint Opened: 01/30/2024**  
**First Licensed: 05/05/2006**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states their vehicle is covered under a 3-year/36,000 mile bumper to bumper warranty and the reverse shift selector touch-key needs to be replaced because it came off. Respondent states they found the key had been damaged from some type of impact and then had been glued back together. Because the warranty applies to defects or failures, this is not covered. Further, Respondent does not control what is and is not covered by manufacturer warranties. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**107. 2024003111 (ES)**  
**Date Complaint Opened: 01/18/2024**  
**First Licensed: 08/25/2003**  
**Expiration: 07/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a new, fully electric vehicle from Respondent in June of 2023 and alleges they have had nothing but problems since. Respondent states this is a complaint against the manufacturer of the vehicle, and has nothing to do with the dealership. Respondent states the vehicle has never been to their service center for service or warranty work. Further, there is no history of any warranty work on the vehicle based on its VIN at any franchise dealer. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**



**108. 2024003691 (ES)**  
**Date Complaint Opened: 01/19/2024**  
**First Licensed: 09/01/1991**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant is a resident of Florida who alleges they had wired money and had a loan approved to purchase a vehicle from Respondent. Complainant claims Respondent notified them via text that the vehicle had been sold to someone else when Complainant's bank was actively transferring funds to them. Respondent states Complainant sent a relative to test drive the vehicle and Respondent made it clear that the vehicle would still be for sale and they could not hold it without a \$500 nonrefundable deposit. Complainant nor their relative would provide the deposit to hold the vehicle. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**109. 2024005421 (ES)**  
**Date Complaint Opened: 01/31/2024**  
**First Licensed: 11/03/2014**  
**Expiration: 10/31/2016 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant provides no detail regarding any vehicle or purchase other than to state Respondent told them they were closing their business several years ago. Complainant claims Respondent stated they would provide them with a title, and they are no longer in business. Respondent's license has not been active for almost 8 years. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**110. 2024005631 (ES)**  
**Date Complaint Opened: 02/01/2024**  
**First Licensed: 01/18/2006**  
**Expiration: 01/31/2026**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): 2022 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

**Complainant purchased a used vehicle from Respondent on 11/13/23 and the engine died days after the purchase. The vehicle was purchased as-is, without warranty. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**111. 2024007261 (ES)  
Date Complaint Opened: 02/10/2024  
First Licensed: 02/27/2020  
Expiration: 01/31/2026  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant took their vehicle to Respondent's service center, and it was diagnosed with a bad turbo system. Complainant approved the repair and it was completed. When Complainant picked it up, they allege it began having the same problems. Respondent has been working on the vehicle for over a month now and it is still not fixed. Respondent states they repaired the turbo charger but when Complainant brought the 2014 vehicle back, they found low compression which is the result of internal engine wear. Respondent states they have reached out to the manufacturer engineering department for assistance and have offered to trade the vehicle. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**112. 2024012391 (ES)  
Date Complaint Opened: 02/29/2024  
First Licensed: 09/01/1991  
Expiration: 04/30/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant purchased a used vehicle from Respondent in June of 2022 and notified them of mechanical issues they were experiencing right away. Complainant states Respondent has performed some repairs, most of which are covered by extended warranty, but the vehicle is still having problems. Complainant is further upset that they have rental costs when Respondent may not have a loaner available immediately. Respondent has assisted Complainant more than they are required to and continue to attempt to offer solutions or offer a fair trade. There is no evidence of any violations and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**113. 2024005871 (ES)**  
**Date Complaint Opened: 02/04/2024**  
**First Licensed: 11/06/2020**  
**Expiration: 03/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant purchased a used vehicle from Respondent on 9/4/23 and the vehicle was not registered until 2/14/24 when the title was also provided to the lienholder. Respondent states the vehicle had been a trade-in with a Kentucky registration. In the process of paying off the lien on that trade-in vehicle, Respondent realized it needed to order a duplicate Kentucky title on the vehicle, and there were problems with it because the previous trade-in customer had failed to pay some back personal property taxes on the vehicle in Kentucky. Respondent had to clear these issues before it was able to obtain the duplicate title. Respondent states they originally ordered the duplicate title on 9/25/23, but due to the back tax issues and communications issues with the Kentucky authorities, they were not able to clear the taxes until January 18, 2024, and thereafter the duplicate title was issued. Respondent admits they could have and should have been more diligent and aggressive in its follow ups with Kentucky. Respondent has used this matter as a training point and will continue to emphasize accuracy and speed in our title and tag processes at their dealership. Respondent only issued one temporary tag to the vehicle. Respondent did not offer a loaner vehicle or rental reimbursement during the delay and agrees they should have. Counsel recommends issuing a Letter of Warning for failure to provide title and registration in a timely manner.**

**Recommendation: Letter of Warning for title and registration delay**

**Commission Decision: Concur.**

**114. 2024007011 (ES)**  
**Date Complaint Opened: 02/09/2024**  
**First Licensed: 12/19/2013**  
**Expiration: 12/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

**Complainant purchased a used vehicle from Respondent and alleges they repossessed the vehicle for no reason. Respondent states the vehicle was repossessed because Complainant failed to maintain full coverage insurance as required by contract and for failure to make payments. This matter was then settled after Complainant came to the dealership and paid \$1,000 towards their overdue balance. Respondent provided proof of their communications with Complainant and their insurance broker. Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**115. 2024010491 (ES)  
Date Complaint Opened: 02/20/2024  
First Licensed: 08/10/2016  
Expiration: 08/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant alleges they purchased a vehicle from Respondent and claims Respondent is employing an unlicensed salesperson. Respondent researched their records and inventory and they have never sold a vehicle to Complainant, and the vehicle Complainant claims they bought is still in Respondent's inventory. There is no evidence Respondent is employing any unlicensed salespersons and Counsel recommends closure.**

**Recommendation: Close**

**Commission Decision: Concur.**

**116. 2024002851 (TH)  
Date Complaint Opened: 01/17/2024  
First Licensed: 05/26/2011  
Expiration: 05/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states they purchased a vehicle from Respondent on October 28, 2023. Complainant states however, as of January 17, 2024, they have still not received the title from Respondent. Complainant states Respondent provided them a second temporary tag, and failed to provide them a timeline on their title delivery.**

**Respondent states unfortunately, there was an issue with the title for the vehicle, and it took longer than expected to receive the title. Respondent states they ended up having to get a duplicate from the State of Maryland, and as soon as they received the title, they sent the title work overnight to Kentucky, where Complainant had it processed at the County Clerk's Office. Respondent states while they do everything to ensure expedited processing, unfortunately sometimes there are circumstances beyond their control. Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

## **RE-PRESENTATIONS**

**117. 2023032891 (ES)**  
**Date Complaint Opened: 07/05/2023**  
**First Licensed: 01/18/2023**  
**Expiration: 12/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and alleges they failed to release the title and tags. Complainant alleges Respondent has not filed the paperwork with the DMV and the vehicle's title is still in the dealership's name. Complainant further alleges Respondent has issued at least 5 temporary tags to the vehicle. It appears the vehicle may be a rebuilt vehicle as well. An investigation was conducted because Respondent did not address all of the allegations in their response. The investigation revealed that the vehicle was salvage and Respondent did not obtain the rebuilt title until after they sold the vehicle to Complainant. Further, Respondent did not use the proper disclosure form required when selling a salvage or rebuilt vehicle. Respondent issued two temporary tags to the vehicle prior to it receiving a rebuilt title. The vehicle has since been registered. Counsel recommends issuing a \$500 civil penalty for failure to disclose the salvage/rebuilt status with the proper disclosure form and a \$5,000 civil penalty for selling a salvage vehicle without a rebuilt title and issuing two temporary tags to it, for a total \$5,500 civil penalty.

**Recommendation: Authorize a \$5,500 civil penalty for selling a salvage vehicle without a rebuilt title and issuing two temp tags to the salvage vehicle**

**Commission Decision: Concur.**

**New Information: After much research and discussion, Counsel recommends closing this complaint. It appears the auction sold this vehicle to Respondent with a clean title, and it was not discovered that the vehicle had a salvage title until the Respondent attempted to register the vehicle for Complainant. The auction did not provide Respondent with the most current title when it sold them the vehicle with a clean title. Once Respondent was provided with the most recent title which showed the vehicle was salvaged, Respondent applied for the rebuilt title and notified the Complainant, and the vehicle has since received the rebuilt title and is properly registered.**

**New Recommendation: Close**

**New Commission Decision: Close and open a new complaint against the auction.**

**118. 2023045921 (TH)**  
**Date Complaint Opened: 09/25/2023**

**First Licensed: 08/12/2021**

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 – One complaint closed with letter of warning for failure to deliver title in a timely manner.**

**While conducting an annual inspection of Respondent's dealership, an inspector found Respondent's license had expired on April 30, 2023. Respondent's owner explained they had paid for the renewal but never received a copy of a valid license from the state. Respondent then called the Motor Vehicle Office on speaker phone with the inspector. The Motor Vehicle Office explained they were holding Respondent's renewal fee and needed proof of their General Liability Insurance. Respondent stated that they have it and just needed to fax it into the State. Respondent explains they were under the belief their insurance company had previously sent the required information to the Motor Vehicle Office. Respondent's license has since been updated and is currently active through 2025.**

**Respondent explained they had not been selling vehicles during the time their license was lapsed. The inspector stated they were unable to prove any vehicles were sold during that time. However, the inspector found through the EZ Tag System that Respondent had issued more than the two temporary tags that are allowed by dealers to at least five (5) sold vehicles. As such, Counsel recommends the Commission authorize assessing a \$2,500.00 civil penalty.**

**Recommendation: Authorize assessing a \$2,500.00 civil penalty for Respondent issuing more than legally allotted number of temporary tags.**

**Commission Decision: Concur.**

**New Information: Counsel learned after presentation this was a duplicative complaint, that had previously been resolved. As such, Counsel recommends closure.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**119. 2023030971 (TH)**

**Date Complaint Opened: 06/22/2023**

**First Licensed: 07/13/2015**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$1,000 civil penalty for issuing a temporary tag for a salvage vehicle. 2021 – One complaint closed with \$250 agreed citation for not including doc fee in advertising.**

**Complainant states they are seeking assistance with being able to register their car and to obtain their tag and title.**

**Respondent states Complainant's paperwork has been ready to pick up, but Complainant refuse to pick them up.**

**An investigation was conducted. As evidenced in the supporting records collected in this matter during the investigation, Respondent has not provided Complainant with the proper documentation evidencing their purchase. According to the evidence obtained, Respondent has failed to provide Complainant with proper documentation to evidence transfer of ownership. Further the investigator, notes based on the information obtained, that it appears Respondent has falsely recorded the selling price of the vehicle to be \$1,500.00 instead of the actual sales price Complainant claims to have paid of \$4,700.00.**

**Complainant filed a civil suit against Respondent for this matter. On August 17, 2023, the Court ruled in Complainant's favor ordering Respondent to refund the \$4,700 dollars Complainant spent to purchase the vehicle. The investigator explains they quickly noted to Complainant that amount was considerably more than what the Bill of Sale depicted Complainant paying for the vehicle. Complainant replied that Respondent told Complainant because they were paying cash, Respondent was going to do Complainant favor and write the Sales Receipt up showing a purchase price of \$1,500 to save Complainant money on the sales tax. The investigator specifically asked Complainant if they asked Respondent to do this or did Respondent voluntarily offer it, Complainant replied that Respondent offered it and told Complainant not say anything.**

**Based on Respondent's aforementioned actions, Counsel recommends the Commission authorize seeking Voluntary Surrender of Respondent's license.**

**Recommendation: Authorize seeking Voluntary Surrender of Respondent's license.**

**Commission Decision: Concur.**

**New Information: Respondent's attorney reached out to Counsel and advised they disagree with the civil suit outcome and are in an active appeal with the Court. As such, Counsel recommends placing this matter in litigation monitoring until an outcome is reached in the civil suit.**

**New Recommendation: Litigation Monitoring.**

**New Commission Decision: Concur.**

**New Information: Respondent's attorney provided Counsel a signed Order from the Judge reversing the previous courts findings. Respondent's attorney provided the signed Order granting Summary Judgment for Respondent and dismissing Complainant's claims against Respondent, as well as granting sanctions against Complainant for filing false statements in their complaint. The Judge granted**

**Respondent's request for \$1,000.00 in attorneys' fees as a sanction for false filing. As such, Counsel recommends closure.**

**New Recommendation: Close.**

**New Commission Decision: Concur.**

**120. 2023035331 (TH)  
Date Complaint Opened: 07/20/2023  
First Licensed: 02/04/2022  
Expiration: 01/31/2024  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.**

**Complainant states on June 13, 2023, they visited Respondent to purchase a vehicle for their mother. Complainant states the vehicles did not have prices, and Respondent failed to provide the prices when requested. Complainant states when they found a vehicle they were interested in, they requested financial information and documentation. Complainant states they were finally given a piece of paper that was only an "estimate sheet" that was a vague sheet containing only a price, trade in value, and a range of monthly payments. Complainant states they signed that sheet as instructed in hopes of receiving formal documentation about the vehicle. Complainant states their mother was just instructed to sign different lines on documents, and Respondent never provided Complainant or their mother any of the actual documents. Complainant states they were not given any of the documents for the deal, and believe they were scammed. Complainant notes their mother is elderly and that their mental faculties are diminished.**

**Respondent states Complainant's mother was given a contract, purchase order and all sale documentation to read and review before signing. Respondent states they always disclose payments, interest rates, sales price, trade allowance and the amount being financed to all of our customers before the customer signs the documents.**

**Complainant filed a rebuttal to Respondent's answer. Complainant states they tried to return the car within twelve (12) hours. Complainant states the engine light came on within that time period, and they learned there was a major electrical recall. Complainant alleges the "dummy light" was tampered with so that they wouldn't be aware of the vehicle's issues in the initial test drive. Complainant referenced an advertisement that allegedly promised incentives at the dealership, however, no copy of the advertisement was provided.**

**An investigation was conducted. Nothing was found during the investigation establishing problems existed with the vehicle at the time of sale. Likewise, no evidence was found that Respondent knowingly sold the vehicle with mechanical issues. All the paperwork was signed by Complainant's mother, and no conflicts were found between the copies provided by the Respondent and those provided by the Complainant. The investigator notes the paperwork looked to be in order, complete with signatures.**



However, the vehicle did have an open recall at the time of the sale, and was sold without a remedy. Based on the documentation provided in the investigation, it does not appear Respondent had the purchaser sign an acknowledgement agreeing to the open recall at the time of the sale of the vehicle. As such, Counsel recommends the Commission authorize assessing a \$500.00 civil penalty for Respondent's violation of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive).

**Recommendation:** Authorize assessing a \$500.00 civil penalty.

**Commission Decision:** Concur.

**New Information:** Respondent has since provided Counsel a copy of the signed acknowledgement agreeing to the open recall at the time of the sale of the vehicle. As such, Counsel recommends closure.

**New Recommendation:** Close.

**New Commission Decision:** Concur.

121. 2023005841 (TH)  
2023005961  
Date Complaint Opened: 02/09/2023, 02/10/2023  
First Licensed: 03/09/2023  
Expiration: 01/31/2025  
License Type: Motor Vehicle Dealer  
History (5 yrs.): None.

**Complaint #2023005841:**

Complainant states they purchased a vehicle from a salesperson who had an email with Respondent's name in it. Complainant states they wired transfer the salesperson \$42,500 for the vehicle and \$1,000 via PayPal for delivery of the vehicle. Complainant states they took delivery of the vehicle on October 15, 2022, when it was shipped to them. Complainant alleges, however, the salesperson sent them a title that was not in the correct name. Complainant states at the time of delivery, the vehicle had blood in the car and multiple issues, including both mechanical and body.

An investigation was conducted. During the investigation, the investigator researched verify.tn.gov and found an application in process for a Motor Vehicle Dealer License for Respondent. Additionally, verify.tn.gov also showed the salesperson has an expired Salesman License, failing to renew since September 30, 2008. Additionally, the investigator spoke with a State of Tennessee Revenue Agent and was advised they were currently conducting a criminal investigation involving this respondent and asked for the department to hold off on their investigation until they could bring the criminal investigation to a close. As such, Counsel recommends placing this matter in

**Litigation Monitoring until we are informed of the closure of the Department of Revenue's criminal case.**

**Complainant #2023005961:**

**Complainant states they purchased a vehicle from a salesperson who had an email with Respondent's name in it. Complainant states they paid a \$1,000 deposit to the salesperson. Complainant states on September 9, 2022, they wired the balance due to the salesperson. Complainant states they paid the salesperson a total of \$50,000, and as of October 28, 2022, the vehicle had not been delivered and they have not been refunded.**

**An investigation was conducted. During the investigation, the investigator researched verify.tn.gov and found an application in process for a Motor Vehicle Dealer License for Respondent. Additionally, Verify.tn.gov also showed the salesperson has an expired Salesman License, failing to renew since September 30, 2008. Additionally, the investigator spoke with a State of Tennessee Revenue Agent and was advised they were currently conducting a criminal investigation involving this respondent and asked for the department to hold off on their investigation until they could bring the criminal investigation to a close. As such, Counsel recommends placing this matter in Litigation Monitoring until we are informed of the closure of the Department of Revenue's criminal case.**

**Recommendation: Place both matters in Litigation Monitoring.**

**Commission Decision: Concur.**

**New Information: The Department of Revenue has informed Counsel they are still conducting their investigation into Respondent. At this time, our investigation has not uncovered any evidence to show that Respondent was involved in the sale of the vehicles at issue. Counsel recommends closing and flagging this complaint, and if evidence is uncovered during the criminal investigation, this complaint can be reopened and presented to the Commission.**

**New Recommendation: Close and flag.**

**New Commission Decision: Concur.**

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

## **ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

## **MOTION CARRIED**

### **LEGISLATIVE UPDATE – General Counsel, Neil Stauffer**

Asst. General Counsel, Neil Stauffer, addressed the Commission and indicated the first legislative update being presented was in regard to electronic titling. SB 1837 and HB 2075 directs the Department of Revenue to develop an electronic titling system before June 30, 2026. The bill was signed by the Governor on April 22, 2024. Next, was Public Automobile Auction SB 2013 and HB 2268 which clarifies the definition of a Public Automobile Auction such that it needs an entity, individual or person who offers vehicles for sale to the highest bidder, the change directs the auction to maintain the Motor Vehicle Dealer license rather than the auctioneer. The bill was brought by the Auctioneer industry for clarification. This bill was signed by the Governor on March 15, 2024. Next up was the Chattanooga Charity Auto Auction, SB 2001 and HB 2146, which is the annual bill which allows for a charity, antique auction to be held in Chattanooga from October 1 – October 11. The bill was signed by the Governor on March 25, 2024. Asst. Counsel Stauffer then conveyed to the Commission regarding franchise and excise tax collection, SB 2103 and HB 1893, which revises the method of collecting franchise and excise tax, which is still making its way through the legislature. Next is SB 2588 and HB 2097, which covers advisory opinions. This requires all regulatory boards in Commerce and Insurance and Health to provide private, advisory letter rulings in any matter within the entity’s jurisdiction and to assess a fee for the rulings. The Commission anticipates heavy involvement with legal, and the program would be the official body to confirm and approve those rulings, possibly before the full Commission during a meeting. SB 1692 and HB 1731, towing updates, deletes outdated references to towing. This bill is in response to recent towing abuses. This bill passed the House as amended on April 27, 2024.

**RULES COMMITTEE**

Chairman of the Rules Committee, Charles West, indicated the Rules Committee met immediately following the Audit Committee on February 12, 2024, and reviewed the document entitled **“fee increase only”** which consists of two pages: the first provides a budget overview and lists our current fees along with a proposed dollar amount for increase.

The second page in this document reflects revised projections with the implementation of this fee increase. This document represents staff’s recommendation for a 50% across the board fee increase for all licensees. Those specific changes have been provided in the redline document for the rulemaking hearing. These documents may be found in the minutes of the Rules Committee meeting held on February 12, 2024. The rules Committee voted to adopt staff recommendations for a 50% increase across the board.

Chairman Roberts called for a motion to adopt the Rules Committee recommendation to increase licensing fees. A motion to adopt the Rule Committee’s recommendations was made by Commissioner Vaughan and seconded by Commissioner Barker. Chairman Roberts called for a Roll Call Vote.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**AUDIT COMMITTEE**

Chairman Roberts indicated the Chair of the Audit Committee, Commissioner Melton, could not join the meeting today, so he updated the Commission, accordingly. The Audit

Committee met on 2/12/24 to review MVC’s existing budget and financial projections. Included in the materials were **budget closing documents** for FY20, FY21, FY22 and FY23. These documents can be found in the minutes of the Committee meeting held on February 12, 2024. This document is reflective of MVC’s actual expenditures and revenue. Additionally, a document was provided entitled **Reg Boards Projection FY24-27 Motor Vehicle** which represents a projection for expenditures and revenue for FY24, FY25, FY26 and FY27. Chairman Roberts explained, as reflected in the projection document, without benefit of raising licensing fees, MVC will exhaust its existing reserve and be in the red by FY26. Based on these projections, the Audit Committee adopted the projections as presented without benefit of a fee increase and recommended that the Rules Committee consider raising our fees.

Chairman Roberts called for a motion to adopt the audit recommendations. Commissioner West made a motion to adopt the recommendations, seconded by Commissioner Vaughan. Chairman Roberts called for a roll call vote.

**ROLL CALL VOTE**

<b>Ian Leavy</b>	<b>YES</b>
<b>Charles West</b>	<b>YES</b>
<b>Debbie Melton</b>	<b>YES</b>
<b>Sandra Elam</b>	<b>YES</b>
<b>Eleni Speaker</b>	<b>YES</b>
<b>Tim Copenhaver</b>	<b>YES</b>
<b>Jim Galvin</b>	<b>YES</b>
<b>Stan Norton</b>	<b>YES</b>
<b>Farrar Vaughan</b>	<b>YES</b>
<b>Nate Jackson</b>	<b>YES</b>
<b>Karl Kramer</b>	<b>YES</b>
<b>Hubert Owens</b>	<b>YES</b>
<b>John Barker</b>	<b>YES</b>
<b>Victor Evans</b>	<b>YES</b>
<b>John Roberts</b>	<b>YES</b>

**MOTION CARRIED**

**NEW BUSINESS**

Nothing to Report

**OLD BUSINESS**

Nothing to Report

**Adjourn**

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

**MOTION PASSED**

MEETING ADJOURNED