

# MINUTES

January 23, 2024



**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:** January 23, 2024

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

**PRESENT:** Commission Members:

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

**ABSENT:**

Nelson Andrews  
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.

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

**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**

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

**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**

**SALESPERSON/DEALER APPLICATIONS APPEALS**

**Karlos McMahon, Newton Chevrolet GMC, LLC, Shelbyville, 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 Galvin moved to grant the license, 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 – LICENSE GRANTED**



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

Since the last Commission meeting in October 2023, the following activity has occurred:

	<u><b>Last Meeting</b></u>
<u><b>New Meeting</b></u>	
<u><b>Dealers Opened, or Relocated (Last Quarter)</b></u> .....	<b>62</b> <b>91</b>
<u><b>Applications in Process</b></u> .....	<b>15</b> <b>15</b>

**Active Licensees as of January 9, 2024**

Dealers .....	<b>3342</b>	<b>3355</b>
Auctions.....	<b>30</b>	<b>30</b>
Distributors/Manufacturers.....	<b>141</b>	<b>147</b>
Salespeople .....	<b>17200</b>	<b>17659</b>
Representatives.....	<b>411</b>	<b>430</b>
Dismantlers.....	<b>210</b>	<b>210</b>
RV Dealers .....	<b>47</b>	<b>44</b>
RV Manufacturers.....	<b>84</b>	<b>84</b>
Motor Vehicle Show Permits.....	<b>2</b>	<b>4</b>

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

Number of Complaints Opened.....	<b>166</b>
Number of Complaints Closed.....	<b>84</b>

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

Vehicles Reported Sold in	
2022.....	<b>1,107,963</b>
New Vehicles Reported Sold	
2022.....	<b>275,665</b>
Used Vehicles Reported Sold	
2022.....	<b>828,611</b>
Late Annual Sales Report Collected .....	<b>1814</b>

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

**\$181,400**

**Average Performance Metrics – October 2023 - Present**

Average Number of Days to License... **2.3 days to license**  
**1.4 days with clock-**  
**stoppers**

**MVC Zendesk Customer Satisfaction Rating October 2023 – Present**

Total Ticket Count.....**2,324**  
Full Resolution in Business Hours.....**1.0 hours**  
Quarterly Satisfaction Rating.....**.97%**

**Disciplinary Action Report October 2023 – December 2023**

Total to be  
collected.....**\$37,000**

**Online Adoption Across All**

**Professions**

- **97%** online adoption for New “1010” Applications across all Professions available as of January 9, 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 Vaughan.

**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  
500 JAMES ROBERTSON PARKWAY  
DAVY CROCKETT TOWER, 12<sup>TH</sup> FLOOR  
NASHVILLE, TENNESSEE 37243  
TELEPHONE (615) 741-3072 FACSIMILE (615) 532-4750

**MEMORANDUM**

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

---

**TO:** Tennessee Motor Vehicle Commission

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

**DATE:** January 23, 2024

**SUBJECT:** MVC Legal Report

---

1. 2023045921 (TH)  
2023047521

**Date Complaint Opened:** 09/18/2023, 09/25/2023

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

**Expiration:** 04/30/2023 (Expired)

**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.

**2023045921:**

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.**

**2023047521:**

**This a duplicate issue of 2023045921. As such, Counsel recommends closure.**

**Recommendation: Close.**

**Commission Decision: Concur.**

**2. 2023032001 (TH)**

**2023037061**

**2023037711**

**2023047301**

**Date Complaint Opened: 06/29/2023, 08/02/2023, 08/04/2023, 09/22/2023**

**First Licensed: 10/01/2010**

**Expiration: 10/31/2023**

**License Type: Motor Vehicle Dealer**

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

**2023032001:**

Complainant alleges Respondent refuses to give them the proper registration for their vehicle. Complainant states they have been driving for a month unaware they did not have any registration for the vehicle. Complainant alleges Respondent keeps asking for more money. Complainant additionally alleges Respondent deceptively sold them a damaged vehicle.

Respondent denies the allegations for not providing title, and states Complainant was not sold a damaged vehicle.

An investigation was conducted. During an interview with Complainant and an investigator, Complainant expressed their desire for the complaint to be dismissed. Complainant explained Respondent reached out to Complainant and they came to an agreement in relation to the vehicle. Complainant advised Respondent gave them a clear title after Complainant paid the remaining balance owed of the original agreed upon contract. Complainant advised they were extremely pleased with the outcome and as such the matter had been successfully resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2023037061, 2023037711, 2023047301:**

These complaints are connected with the aforementioned complaint #2023032001, and all pertain to the same vehicle. As such, Counsel recommends closure for each of the complaints.

**Recommendation: Close.**

**Commission Decision:**

**3.2023035331 (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.**

**4. 2023036961 (TH)**

**Date Complaint Opened: 08/01/2023**

**First Licensed: 07/19/2012**

**Expiration: 06/30/2024**

**License Type: Recreational Vehicle Dealer**

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

Complainant explains they and their spouse are senior citizens. Complainant states they are a disabled veteran. Complainant states while trying to purchase a handicap van from Respondent, they became victims of fraud, breach of warranty, false advertising, wrongful delay, and elder abuse, at the hands of Respondent. Complainant states they have attempted to contact multiple agencies and law firms in attempt to get help. Complainant states their van is currently sitting in their garage unfit to drive.

Respondent states on June 14, 2022, Complainant purchased their vehicle. Respondent states then on June 29, 2022, Complainant brought the vehicle in with a list of nineteen (19) items identified as needing repair. Respondent explains those items were submitted for warranty coverage and completed to manufacturers standard by October 31, 2022. Respondent states they understand Complainant's frustration, but deny the allegations in the complaint.

Complainant followed up with a rebuttal to Respondent's answer, stating they are looking for help as they are senior citizens who are suffering very serious and life-threatening health issues. However, after an investigation, there was no evidence obtained that supported a violation of the Commission's laws or rules. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**5. 2023035581 (TH)**

**Date Complaint Opened: 07/21/2023**

**First Licensed: 05/15/2015**

**Expiration: 04/30/2025**

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

Complainant alleges Respondent is misrepresenting fees consumers owe, and monthly payment statements. Complainant alleges Respondent is using these tactics to punish debtors.

Respondent failed to answer the complaint.

Complainant later explained they were upset when they filled the complaint because they were falling behind on their payments and Respondent was charging late fees in association to the late payments. Complainant then expressed they no longer wish to pursue their complaint.

Based on Complainant's desire to withdraw their complaint and Respondent's failure to answer the complaint, Counsel recommends closing this complaint with a Letter of Warning for Respondent's failure to answer.

**Recommendation: Close with a Letter of Warning for Respondent's failure to answer.**

**Commission Decision: Concur.**

**6. 2023039591 (TH)**  
**Date Complaint Opened: 08/15/2023**  
**First Licensed: 01/13/2011**  
**Expiration: 01/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they purchased a vehicle from Respondent on March 7, 2023. Complainant states they put a down payment of \$3,000.00, and also made four payments of \$398.81. Complainant states they were not aware that the previous owner had not finished all of the paperwork to transfer the vehicle over to Respondent. Complainant states on May 5, 2023, that the vehicle could not be registered to Respondent due to the previous owner being deployed without a power of attorney. Complainant states, as such, the Clerk's office informed the vehicle could not be registered until all the paperwork was completed by the previous owner. Respondent explains they were attempting to help an active-duty soldier. However, since the vehicle could not be titled and registered the vehicle was titled and Complainant was refunded. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**7. 2023051831 (TH)**  
**Date Complaint Opened: 10/11/2023**  
**First Licensed: 01/13/2011**  
**Expiration: 01/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant filed their complaint due to delay in obtaining title. However, Complainant has since followed up with Counsel and expressed they have received their title. Respondent states all issues have been resolved and the issues were based on miscommunication. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**8. 2023041191 (TH)**

**Date Complaint Opened: 08/23/2023**

**First Licensed: 08/07/2019**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle on July 22, 2023. Complainant states after the purchase the vehicle began to have mechanical issues. Complainant alleges they have not been able to get in contact with a representative for Respondent. Complainant states further, there is an issue with the VIN number on the vehicle.

Respondent states an employee spoke with Complainant on August 18, 2023, and set an appointment to have the vehicle looked at on August 21, 2023. Respondent states, however, August 21, 2023, Complainant did not appear for the appointment. Respondent states they also confirmed the VIN number they have on the vehicle is valid and the customers insurance VIN number is valid as well.

Complainant rebutted, stating Respondent did indeed call them after the filing of their complaint. Complainant states, however, when they attempted to bring the vehicle in on the agreed upon date Respondent failed to answer their calls. Complainant explains they received the letter from their insurance company stating the VIN number was incorrect.

This was sent out for investigation. However, Complainant failed to provide a notarized affidavit statement or any documentation to the investigator as requested. The investigator was able to confirm the County did register the vehicle, and Complainant was provided two (2) temporary tags by Respondent. The investigator obtained a Vehicle Information Request for the vehicle, and it showed the vehicle was registered to Complainant.

Respondent denied the allegations made by Complainant. Respondent provided a Contact History-Google Docs text stream between them and Complainant for the time frame of July 11, 2023, thru September 18, 2023. This record indicated Complainant was bringing the vehicle in for service for brakes squeaking, wipers, and an oil change. A service appointment was made for the complainant on August 21, 2023, however, Complainant did not show for the appointment. Based on the lack of evidence of any violations on behalf of Respondent and Complainant's failure to participate in the investigation, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**9. 2023037671 (TH)**

**Date Complaint Opened: 08/03/2023**

**First Licensed: 01/04/2022**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they gave Respondent \$3,000.00, for a down payment to Respondent. Complainant states, however, Respondent was unable to provide the vehicle or a downpayment refund five (5) weeks after. Complainant states Respondent had promised the vehicle would be ready within a week of the down payment. Complainant states Respondent has “bailed” several times on a promised refund.

An investigation was conducted. However, Complainant failed to participate in the investigation. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**10. 2023038571 (TH)**

**Date Complaint Opened: 08/08/2023**

**First Licensed: 11/04/1998**

**Expiration: 10/31/2010 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant states they are unable to receive a title for a vehicle purchased from Respondent on behalf of their mother who passed away on August 26, 2022. Complainant states they are unable to contact Respondent, as their number is not in service, and their location is closed.

Respondent failed to answer the complaint.

An investigation was conducted. However, Complainant failed to participate in the investigation. Additionally, the investigator visited the predicated dealership’s formerly licensed location and observed the location to be abandoned with no notable business activities and/or advertising currently taking place. As such, Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag.**

**Commission Decision: Concur.**

**11. 2023041481 (TH)**

**Date Complaint Opened: 08/24/2023**

**First Licensed: 05/14/2014**

**Expiration: 04/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent provided paperwork with the wrong vehicle information on it for a vehicle purchased in May 2023. Complainant states they informed Respondent of this mistake, but as of mid-July the paperwork still listed the wrong VIN number.

Respondent states Complainant is not the purchaser of the vehicle in question, rather the purchaser's mother. Respondent states they offered the purchaser to come into the dealership and they would go over the paperwork together. Respondent states, however, the purchaser and Complainant failed to come into the dealership.

Complainant's daughter, the purchaser, followed up alleging Respondent never tried to contact them. The purchaser states their issues have not been resolved, and that Respondent has failed to answer their calls.

On May 22, 2023, Complainant purchased a vehicle from Respondent. However, on May 30, 2023, the wrong vehicle was delivered to Complainant. However, it was confirmed by Complainant that everything has been corrected with Respondent and explained. Respondent apologized for their mistake. It was confirmed that after the correction, everybody had the understanding that the matter had been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**12. 2023044821 (TH)**

**Date Complaint Opened: 09/13/2023**

**First Licensed: 05/14/2014**

**Expiration: 04/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from another dealership on May 10, 2022. Complainant states about ten (10) days after purchase, the vehicle began to have issues. Complainant states, as such, they initially brought the vehicle back to the purchasing dealership and attempted to return the vehicle. Complainant explains, however, the purchasing dealership denied the return and the vehicle was brought to Respondent's dealership for repair. Complainant states Respondent replaced the fuel pump in June 2022, but the vehicle continued to have problems, so they brought the vehicle back to Respondent in October 2022. Complainant states Respondent has had the vehicle since October 25, 2022. Complainant explains on September 12, 2023, they received an alert on their vehicles phone app that the vehicles alarm was triggered. Complainant states at that time they began to track the vehicle and noticed it was moving. Complainant states the next morning Respondent informed them the vehicle was being test driven for issues by an employee that evening due to lack of manpower during typical business hours. Complainant states they believe this is unacceptable and unprofessional.

Respondent explains Complainant purchased the vehicle from another dealership, and that the vehicle was not "a certified vehicle." Respondent states Complainant initially brought the vehicle



to the purchasing dealership for repair, but that the dealership was unable to make the repairs. Respondent explains, as such, the vehicle was brought to Respondent's dealership. Respondent states they are unsure what repairs were made at the purchasing dealership. Respondent explains they have been in contact with their Service Tech Line in regard to the required repairs as the vehicle is under warranty. Respondent explains, as such, they can only repair with warranty approval. Respondent advises Complainant has also filed a complaint with their manufacture's consumer affair department in attempt for a manufacturer buyback. Respondent states, as such, they are required to remove themselves per their manufacturers agreement until they receive guidance.

Complainant has advised they have since received their vehicle, and were informed by Respondent that they were unable to make the required repairs. Counsel recommends closing the complaint against Respondent and opening a complaint against the purchasing dealership to investigate further into the original sale.

**Recommendation: Recommends closing the complaint against Respondent and opening a complaint against the purchasing dealership.**

**Commission Decision: Concur.**

**13. 2023044491 (TH)**

**Date Complaint Opened: 09/13/2023**

**First Licensed: 02/28/2018**

**Expiration: 02/29/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent on June 19, 2023, from Respondent. Complainant states, however, two (2) days later Respondent called and instructed Complainant to bring the vehicle back stating they couldn't "reserve your rights purchasing this vehicle." Complainant states they agreed to bring the vehicle back but requested their deposit back. Complainant states Respondent denied this request.

Respondent states on June 19, 2023, Complainant was informed that the financial service company was not willing to fund the contract due to "additional verbiage" on the signature line. Specifically, Respondent notes Complainant wrote "I reserve my rights" next to the signature line. Respondent states they called Complainant and told them that they had three options. Respondent states option one was for Complainant to pay cash for the remaining balance. Option two was for Complainant to use a different lender, and option three was for Complainant to return the vehicle and receive their \$1,000.00 back once the vehicle was in Respondent's possession. Respondent states they attempted to contact Complainant over a thirty-day time period to explain other finance options were secured. Respondent states, however, Complainant failed to respond or comply with the financial requirements. Respondents explains, as such, the vehicle was recovered on September 13, 2023. Complainant signed a document stating that all deposits are nonrefundable. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**14. 2023039681 (ES)**

**Date Complaint Opened: 08/15/2023**

**First Licensed: 08/16/2022**

**Expiration: 08/31/2024 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed and flagged for and engaging in false, fraudulent, or deceptive practice(s).**

Complainant purchased a used vehicle from Respondent in 2022 and alleges they need a document showing the vehicle was sold to them in order to register the vehicle. Respondent dealership is closed and is no longer in business. The surety bond information has been provided to Complainant. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**15. 2023040841 (ES)**

**2023047241**

**2023054541**

**Date Complaint Opened: 08/21/2023, 09/22/2023, 10/24/2023**

**First Licensed: 03/28/2018**

**Expiration: 03/31/2024 (Closed)**

**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). 2023 – Two complaints closed and flagged due to failure to deliver title and registration.**

**2023040841**

Complainant purchased a used motorcycle from Respondent on 7/9/23 and alleges they have not received the title. Respondent closed in early June 2023 and is no longer in business. The surety bond information was sent to Complainant. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**2023047241**

Complainant purchased a used vehicle from Respondent in October 2022 and alleges they have not received the title. Respondent closed in early June 2023 and is no longer in business. The surety bond information was sent to Complainant. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**2023054541**

Complainant is a lender who financed a vehicle for Respondent on 11/5/22 and alleges they have not received the title. Complainant further alleges the lien has not been recorded. Complainant requests the surety bond information. Respondent closed in early June 2023 and is no longer in business. The surety bond information was sent to Complainant. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**16. 2023041311 (ES)**

**Date Complaint Opened: 08/24/2023**

**First Licensed: 06/10/2004**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a truck from Respondent on 9/30/22 which they allege had originally been purchased from auction by Respondent. Complainant alleges their lienholder has not received the title. Respondent states they sent the title to the lienholder and provided Counsel with proof of delivery. Respondent states the lienholder lost the title before Complainant could register the truck. When Respondent was notified of this situation, they paid for and applied for a duplicate title. Respondent states the new title was printed on 8/21/23 and sent via overnight mail to Complainant and provides the FEDEX tracking number showing it was delivered on 9/7/23. Complainant provided a rebuttal and confirmed there was proof of delivery of a package from Respondent to their lienholder but complains there is “no proof of what was in the package.” Complainant claims there were two vehicles that had been purchased from Respondent and only one title was in that package, not the title to this vehicle at issue. However, Complainant confirmed they have since received both titles. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**17. 2023044751 (ES)**

**Date Complaint Opened: 09/13/2023**

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

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant purchased a vehicle on 5/10/22 and claims mechanical issues began the day after they picked it up from the dealership. Complainant states Respondent made some repairs, and another repair facility has the vehicle for further repairs. Respondent states Complainant made a lemon law claim which was denied because the vehicle does not qualify. Respondent states they replaced spark plugs and the manufacturer put in a fuel pump under warranty on 6/26/22. Respondent states the mechanical issues occurring now have nothing to do with the repairs they made. There is a part on backorder, and it has been placed on a critical waiting list. The General Manager has explained this to Complainant. When Respondent sold the vehicle, there was over 24,000 miles on it, and they did not hear from Complainant between June 2022 until August of 2023. The vehicle was and still is under a factory warranty and Complainant purchased an extended service contract from Respondent which they have not had to use. Complainant has been in a loaner vehicle during all of this time and the issues are covered under the factory warranty. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**18. 2023045181 (ES)**

**Date Complaint Opened: 09/14/2023**

**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 3/1/23 and alleges their lender has not received the title as of 9/5/23. Respondent provided proof that the vehicle's title and registration paperwork was submitted to the clerk's office to be processed on 4/6/23 and the Tennessee title was issued on 5/5/23 with the lender listed as the lienholder. Complainant has been advised to speak to the lender and the clerk's office if a duplicate title needs to be obtained if the lender is still not in possession of the title. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**19. 2023059681 (ES)**

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

**First Licensed: 10/16/2015**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2022 - Two complaints closed with a \$1,500 civil penalty for issuing too many temporary tags.**

Complainant purchased a used vehicle from Respondent on 7/25/23 and alleges they were contacted by Respondent in August to obtain insurance paperwork for registration purposes. Complainant alleges all documentation had already been provided, but they provided it again as

requested. Complainant states the vehicle has still not been registered as of 11/20/23. Complainant then confirmed Respondent sent their registration via FEDEX and this issue has been resolved. Respondent provided a detailed response and submitted the registration paperwork to Shelby County clerk's office on 9/1/23 once they had the proof of insurance required. The Shelby County clerk's office continues to experience heavy delays in processing registration paperwork and told Respondent they were running behind. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**20. 2023045981 (ES)**

**2023052731**

**Date Complaint Opened: 09/18/2023, 10/15/2023**

**First Licensed: 06/11/2013**

**Expiration: 12/31/2023**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$72,250 civil penalty for unlicensed activity.**

**2023045981**

Complainant alleges their used vehicle "blew up" on 8/9/23 after purchasing it from Respondent on 7/19/23. Complainant states they are convinced that oil was burning in the motor because the dipstick was left out. Complainant wants "legal help" because their car payment is \$600, and insurance is \$200. Respondent states they have been in constant communication with Complainant and are working on the necessary repairs but notes the sale was as-is, without warranty. Respondent agreed to assist with the costs of the repairs and gave them access to a loaner vehicle. Complainant was in an accident while driving the loaner vehicle. Respondent has ordered parts and will complete repairs once they arrive. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023052731**

Complainant purchased a used vehicle from Respondent and alleges it "had a shake." Complainant alleges they had repairs done but the vehicle continued to have issues. Complainant states they let Respondent repossess it because they didn't want to put any more money into it. Complainant provided no other details or documentation to support their complaint. Respondent states the purchase was made as-is, without warranty over two years ago. Respondent further notes they repaired a vibration issue at no cost to Complainant. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**21. 2023046151 (ES)**

**Date Complaint Opened: 09/18/2023**

**First Licensed: 10/03/2018**

**Expiration: 09/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with executed agreed citation and \$250 civil penalty for advertising violation. 2023 – One complaint closed with letter of warning for failure to respond to a complaint.**

Complainant alleges they owes fees to Respondent that are not itemized on their receipt balance online. Respondent explains Complainant has been a customer with their dealership since 2019 and is familiar with the fees. Respondent also acknowledges they recently changed their payment vendor and claims the “fee is on there but doesn’t always print.” Respondent claims to be in contact with the vendor to remedy the problem. An investigation was conducted to obtain proof that the \$4,600 in fees are legitimate. Complainant never provided any responses to the investigator’s questions and did not cooperate. Respondent provided details showing the fees are all for late payments. Respondent has also confirmed that all fees are showing on the Complainant’s account, and they are correct. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**22. 2023039671 (TH)**

**Date Complaint Opened: 08/15/2023**

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

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent, and never received the title. Respondent explains the dealership closed on March 31, 2023, and provided the title and registration to Complainant. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**23. 2023041231 (TH)**

**Date Complaint Opened: 08/24/2023**

**First Licensed: 04/24/2009**

**Expiration: 08/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent on July 6, 2023. Complainant states, however, they did not receive their perfected title within thirty (30) days as agreed upon.

Respondent explains, there was a delay in the paying off of the loan due to delay in title being issued. Respondent provided a copy of the cleared check that paid off the loan on September 7, 2023. Respondent provided a copy of delivery of the title to Complainant. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**24. 2023044431 (TH)**

**Date Complaint Opened: 09/12/2023**

**First Licensed: 05/15/2015**

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$500 civil penalty for issuing more temporary tags than allowed.**

Complainant states they did not receive their title for the vehicle they purchased from Respondent until about 130 days after purchase. Respondent answered the complaint explaining that Complainant has since received the title. Complainant rebuts, however, that Respondent was unable to provide them a reason for delay and caused them many problems with registering the vehicle.

Counsel reached out to Respondent on January 5, 2023, to see Respondent can provide any reasoning for the extended delay. However, Counsel did not receive a response.

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 acts) due to the extended delay in issuing Complainant's title.

**Recommendation: 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 acts) due to the extended delay in issuing Complainant's title.**

**Commission Decision: Concur.**

**25. 2023046011 (TH)**

**Date Complaint Opened: 09/18/2023**

**First Licensed: 06/24/2016**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant is alleging Respondent stole their vehicle from the airport parking lot. Respondent denies stealing Complainant's vehicle. Respondent alleges Complainant had requested them to pick up the vehicle and sell it for Complainant.

An investigation was initiated. However, Complainant informed the investigator they wished to close their complaint and did not comply with the investigators requests. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**26. 2023046631 (TH)**

**Date Complaint Opened: 09/20/2023**

**First Licensed: 03/27/2014**

**Expiration: 03/31/2024**

**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 states they brought their vehicle to Respondent's service department for repair. Complainant states, however, when they picked up the vehicle it had body damage, and noticed the vehicle had been hit. Complainant explains when they brought these damages up to Respondent, Respondent was dismissive and rude. Complainant states Respondent did assume liability, and expressed they would make repairs. Complainant explains, however, when they picked up the vehicle the repairs were sloppy and incomplete. Complainant states they have filed a police report and a claim with their insurance. Complainant expresses they would like for Respondent to at a minimum pay their deductible.

Respondent states Complainant did bring their vehicle in for a diagnostic on a check engine light, ESP malfunction, and inoperable convertible top. Respondent explains the vehicle was looked at and a full diagnostic was done and reported to Complainant. Respondent states at which time Complainant declined repairs and only agreed to the diagnostic charge of \$199 plus tax. Respondent explains, however, Complainant requested for that charge to be refunded claiming the diagnostic was "not done." Respondent denies this allegation and states the charge was a legitimate one. Respondent states Complainant "cancelled" the credit card charge and, so, they never received payment for the services rendered. Respondent states their invoices and service agreement having the following disclosure expressing Respondent "is not responsible for loss or damage to vehicles or articles left in vehicles in case of fire, theft or any other cause beyond our control." Respondent explains despite this disclosure, they still agreed to repair the damages that occurred to the vehicle on Respondent's lot. Respondent states they have heavy traffic through their lot and cannot control all occurrences. Respondent states they repaired the damage that occurred in their lot to their best of their ability due to the vehicles age. Respondent expressed that they attempted to work with Complainant, but that Complainant had no interest in compromising or negotiating. Respondent states they believe they have done all they can, and have lost money. Respondent asserts they have not scammed or defrauded in any way. Respondent expressed they would be willing to pay Complainant's insurance deductible if they could come to an agreement with Complainant.

Complainant advises they did not agree with Respondent's answer, and feel as though Respondent has not resolved their issues. Based on the evidence supplied in this case, Counsel believes this appears to be more of a matter that needs to be settled in civil court by the parties and as such, recommends closure.



**Recommendation:** Close.

**Commission Decision:** **Concur.**

**27. 2023048521 (TH)**

**Date Complaint Opened: 09/28/2023**

**First Licensed: 12/28/2001**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states in 2022 they purchased a vehicle for their niece from Respondent. Complainant states the asking price was \$2,516.25, but that Respondent charged \$3,700.00 to their account. Complainant explains then while driving the vehicle the next day it stopped running, and they had an attorney reach out to Respondent. Complainant notes, however, they never heard from Respondent nor received their title.

Respondent notes they never sold a vehicle to Complainant, rather to their niece. Respondent states the vehicle was sold "As-Is" for \$3,700.00. Respondent explains the customer asked them to provide the customer with a contract reading "\$2,300.00" because they did not want their significant other to know the full price of the vehicle. Respondent states the title is billed correctly for the sale price of \$3,700.00 and taxes were paid for \$3,700.00. Respondent states they attempted to contact the customer to pick up the title multiple times to no avail. Respondent states despite it being against their policy to mail a local title, they nevertheless sent the title via certified mail to the customer and provided the tracking number. Counsel recommends closing this complaint with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive acts).

**Recommendation:** Closing with a Letter of Instruction reminding Respondent of Tennessee Code Annotated § 55-17-114(b)(1)(K) (False, Fraudulent or Deceptive acts).

**Commission Decision:** **Concur.**

**28. 2023043341 (TH)**

**Date Complaint Opened: 09/06/2023**

**First Licensed: 07/30/2020**

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$1,000 civil penalty for second incident of issuing more temporary tags than allowed. 2022 – One complaint closed with executed consent order and remitted \$3,500 civil penalty for issuing more temporary tags than allowed.**

Complainant states they purchased a vehicle from Respondent on May 8, 2023. Complainant explains they are unable to drive their vehicle, however, due to not having their registration documentation and permanent tag.

Respondent states Complainant received their registration information and permanent tag on September 8, 2023. Respondent states the dealership was slightly behind in processing their title

work, and when the paperwork was completed, the customer was contacted to pick up the paperwork they refused. Respondent explains Complainant expressed they did not have insurance on the vehicle and, as such, was unable to pickup the documentation. Respondent explains, however, they were able to coordinate with Complainant and they picked up the registration on September 8, 2023. Based on Respondent's explanation, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**29. 2023045631 (TH)**

**Date Complaint Opened: 09/15/2023**

**First Licensed: 07/30/2020**

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$1,000 civil penalty for second incident of issuing more temporary tags than allowed. 2022 – One complaint closed with executed consent order and remitted \$3,500 civil penalty for issuing more temporary tags than allowed.**

Complainant is a dealership. Complainant explains they purchased a vehicle from Respondent through an online platform system. Complainant purchased the vehicle on April 26, 2023. Complainant states, however, Respondent did not provide them with the title.

Respondent explains the dealer who originally sold them the vehicle was unable to produce the title, and that Respondent did not learn this until after selling the vehicle to Complainant. Respondent states they asked Complainant if they would like a full refund, plus an additionally amount to compensate them for their troubles. Respondent explains, however, Complainant denied this offer and expressed they preferred to wait for the title. Respondent states they warned Complainant it could take a few months to get a title, and Complainant expressed they would wait still. Respondent explains, however, they have since received the title and sent it out. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**30. 2023041961, 2023042571, 2023043071, 2023046501, 2023049011, 2023049021, 2023050851, 2023054701 (TH)**

**Date Complaint Opened: 08/29/2023 – 10/25/2023**

**First Licensed: 04/25/2019**

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

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

Each Complainant is alleging Respondent has closed down without properly processing each of the sales. Respondent has either failed to provide registration documentation and permanent tags to Complainants or failed to pay off some of the Complainants trade-ins. Each Complainant was sent Respondent's surety bond information.

On November 17, 2023, an investigator went to the Respondent's last known location. The investigator observed a new business being operated at the location. The investigator spoke with the owner of the new business, who advised they opened the business at the end of September and had no affiliation with Respondent. As such, Counsel recommends closing and flagging the complaints against Respondent. Counsel also recommends referring these matters to the Department of Revenue, and that the Commission vote to authorize the Commission's Executive Director to preemptively close and flag any future complaints filed against this Respondent while they are closed.

**Recommendation: Closing and flagging the complaints against Respondent, and referring these matters to the Department of Revenue. Additionally, Counsel recommends that the Commission vote to authorize the Commission's Executive Director to preemptively close and flag any future complaints filed against this Respondent while they are closed.**

**Commission Decision: Concur.**

**31. 2023047151 (TH)**

**Date Complaint Opened: 09/22/2023**

**First Licensed: 09/22/2005**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent on September 20, 2023. Complainant states when they were given the contract, they inquired with Respondent about an additional charge for accessories and theft protection. Complainant says Respondent advised the package was a part of every sale. Complainant states they were never given any paperwork describing what the additional charge covered exactly. Complainant expresses they believe Respondent actions to be misleading and fraudulent, and that Complainant should be representing this charge as an option to customers.

Respondent states Complainant voluntarily signed all paperwork when negotiating for the vehicle. Respondent states Complainant was not forced to purchase the vehicle or any of the associated products. Respondent states once the deal was completed, Complainant called the dealership and used inappropriate language and was asked not to return. Respondent provided the signed paperwork and "worksheet" that laid out the pricing of the vehicle with Complainant's signature.

There was no evidence provided to establish Respondent required Complainant to purchase the additional coverage, or any violations on behalf of Respondent. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**32. 2023048561 (TH)**

**Date Complaint Opened: 09/28/2023**

**First Licensed: 01/09/2012**  
**Expiration: 12/31/2023**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent improperly repossessed their vehicle. Complainant states Respondent falsely alleged Complainant of being behind on their payments. Complainant alleges, rather, Respondent refuse to answer them or accept their payments. Complainant states they received a notice for a Court Summons informing Complainant Respondent was suing them for the remaining balance on the vehicle. Complainant denies that Respondent actually repossessed their vehicle, that they never received a notice of repossession, and that they were up to date on payments. Complainant states they were late to Court and missed their hearing, resulting in Respondent getting a Default Judgment and filing for garnishment of Complainant's wages. Complainant further alleges Respondent refused to let Complainant obtain their items from the vehicle.

Respondent explains Complainant purchased the relevant vehicle on December 12, 2020, and was involved in accident in the vehicle on May 15, 2022. Respondent states at that time Complainant's insurance was canceled due to non-payment at the time of loss. Respondent states Complainant ceased to make any payments after the accident. Respondent explains, as such, they repossessed the vehicle and filed a lawsuit for deficiency. Respondent states the Court award a judgment in favor of Respondent, and that Complainant failed to satisfy the judgment. Respondent advises that Complainant's allegations that Complainant was up to date on payments and were refused the opportunity to access their belonging from the vehicle are false. Respondent notes they provided proper documentation of the loan default as well as the amount credited to Complainant for the resale value of the wrecked vehicle. Respondent states Complainant was notified at each step of the process and was informed of the procedure to obtain their belongings. Respondent asserts the vehicle was legally repossessed, a deficiency lawsuit was filed, and a judgment awarded.

Complainant informed Counsel they have since appealed the Default Judgment, and have a hearing set for later in January 2023. As such, Counsel recommends placing the matter in litigation monitoring until an update is received from the parties.

**Recommendation: Litigation Monitoring.**

**Commission Decision: Concur.**

**33. 2023049811 (TH)**  
**Date Complaint Opened: 10/05/2023**  
**First Licensed: 05/01/2017**  
**Expiration: 05/31/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

An inspector requested further investigation into Respondent, a licensed dealership for providing/selling vehicles to a third-party as an off-site sale without collecting taxes.

An investigation was conducted. This case involves two dealerships, one is the Respondent's a licensed dealership, and the other dealership has an expired license (hereinafter "Expired Dealership"). The investigator visited the Expired Dealership, and found no sales to be ongoing. Respondent informed the investigator they were spending less time at their dealership due to recent illnesses and restructuring the business. Respondent explained they were working as a "floor planner" for the Expired Dealership, and were "whole-selling" the vehicles and paying taxes upon the sale. Respondent explained prior to this complaint, and speaking with the County Clerk's office they were unaware the Expired Dealership was unlicensed when working with them. Counsel recommends closing this matter.

**Recommendation: Closure.**

**Commission Decision: Concur.**

**34. 2023041711 (ES)**

**Date Complaint Opened: 08/26/2023**

**First Licensed: 09/23/2014**

**Expiration: 09/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from an out-of-state dealer for under \$6,000 and brought it to Respondent's repair facility for diagnosis and repair. Complainant alleges Respondent has charged too much and has not been forthcoming with information about the repairs that are needed. Complainant alleges Respondent has made different diagnoses over time and ultimately decided the transmission needed to be replaced, after Complainant had paid diagnosis fees and made other repairs. Complainant has filed a claim in small claims court and alleges personal injury, and needing therapy due to significantly increased stress and anxiety levels. Respondent alleges Complainant chose to buy their own parts for some of the repairs and has made determinations about the issues with the vehicle from their own research instead of Respondent's diagnosis and recommendations. Respondent states Complainant feels they should repair his transmission for free and argues there is no basis for the complaint. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**35. 2023042401 (ES)**

**Date Complaint Opened: 08/30/2023**

**First Licensed: 02/25/2021**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to deliver title/registration. Respondent has failed to respond to this complaint, so an investigation was conducted. Complainant then told the investigator that the matter had been resolved and they wished to withdraw their complaint. Counsel recommends issuing a Letter of Warning for failing to respond to this complaint.

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

**Commission Decision: Concur.**

**36. 2023046331 (ES)**

**Date Complaint Opened: 09/19/2023**

**First Licensed: 05/26/2011**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$5,000 civil penalty for failure to retain trade-in vehicle until funding was received.**

Complainant purchased a new vehicle from Respondent and alleges they have had multiple issues with the vehicle causing the need for repairs and multiple trips to the dealership. Complainant alleges the vehicle had some damage on the side of the dashboard which Respondent said would be fixed. Complainant is disabled and is having a difficult time with the back and forth, trying to get the vehicle in working order. Complainant wants to give the vehicle back and get a refund. Respondent states they had called Complainant several times to continue the repairs and finally got in touch with them. Complainant has an open case with the manufacturer's Consumer Affairs Department, and they have been working to resolve the issues. Respondent is actively assisting the manufacturer with that endeavor while looking into the other vehicle issues. Respondent provided a loaner vehicle when the issues began and is doing whatever they can to ensure the quality of the vehicle is up to standards. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**37. 2023046571 (ES)**

**Date Complaint Opened: 09/20/2023**

**First Licensed: 12/05/2007**

**Expiration: 11/30/2023**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent in 2021 and takes issue with the fact the dealership had a tracking device on the vehicle but did not inform them at the time of purchase. Respondent took the tracking device off the vehicle in April 2022 when Complainant paid the vehicle off. Respondent has since added a consent form to their purchase documents informing consumers of the tracking devices and provided a copy to Counsel. Tenn. Code Ann. § 39-13-606 prohibits anyone who leases a motor vehicle to knowingly install, conceal, or otherwise place an electronic tracking device in or on the motor vehicle without the consent of the lessee of the vehicle. Counsel recommends a \$500 civil penalty for engaging in this deceptive business practice.

**Recommendation: Authorize a \$500 civil penalty for deceptive acts**

**Commission Decision: Concur.**

**38. 2023047111 (ES)**

**Date Complaint Opened: 09/22/2023**

**First Licensed: 06/30/2011**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they dropped their vehicle off for repairs with Respondent on 9/11/23, and one of the issues was with the sunroof not closing. When they picked up their vehicle, the sunroof still wouldn't close. Respondent states the sunroof has been repaired and there are no further unresolved issues. Complainant alleges there are other issues that need repair and Respondent needs to complete them before the vehicle is out of warranty. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**39. 2023047631 (ES)**

**Date Complaint Opened: 09/25/2023**

**First Licensed: 03/21/2018**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for advertising violation.**

Complainant purchased a used vehicle from Respondent on 4/7/23 and the vehicle was totaled in an accident on 6/11/23. Complainant alleges their insurance company informed them the title was never transferred to them or sent to the lender. Complainant alleges the vehicle is still titled in the previous owner's name. Complainant states the insurance cannot pay the claim and Respondent has not yet resolved the issue. Respondent states the deal was cleared for funding and title work on 4/27/23. Respondent sent the title to the Shelby County Clerk's Office on 5/15/23 and provides the UPS tracking number. Respondent received a letter from the lender dated 7/26/23 which stated the vehicle did not have a perfected lien. Respondent let Complainant know the paperwork was waiting on them to go in person to the clerk's office to register the vehicle. Complainant then told Respondent it had been totaled, and he had moved out of state. Therefore, the clerk's office could not process the paperwork. Respondent has been working on getting the title for Complainant and has detailed the steps taken to Counsel's satisfaction. This issue is not the fault of Respondent and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**40. 2023034551 (ES)**

**Date Complaint Opened: 07/16/2023**

**First Licensed: 08/31/2018**

**Expiration: 08/31/2022 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – Two complaints closed with \$2,500 civil penalty for issuing a temporary tag on a salvaged vehicle and failure to disclose salvage history of vehicle. 2020- One complaint sent to collections for remainder of \$5,000 civil penalty for employing unlicensed salespeople.**

Complainant alleges they purchased a vehicle from an individual from Respondent's dealership on 6/17/23 and is alleging that they have not received their title. Respondent is closed and their license has not been active since 2022. Complainant admits the vehicle was advertised on Facebook Marketplace and they completed the purchase at a gas station. The Complainant states their Bill of Sale refers to Respondent's dealership but did not provide a copy. An inspector went to the address where Respondent's dealership used to be and noted there is a sign for a different dealership. This new dealership has an active license as of 8/17/23. The new dealership's owner met with the inspector and did not have any vehicles for sale because at that time, they had not received their dealer license. They had copies of their application for a dealer license at the time of inspection. The owner was cooperative and there is no evidence Respondent is continuing to act as a licensed dealer. It appears Complainant purchased this vehicle from an individual and despite a thorough investigation, we cannot reach this individual. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**41. 2023041401 (ES)**

**Date Complaint Opened: 08/22/2023**

**First Licensed: 12/03/2019**

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title. 2022 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent on 3/11/23 and alleges Respondent has failed to deliver the permanent license plate and registration. Respondent denies the allegations and claims they completed a transfer registration. Complainant refutes Respondent's statements and claims this is not a transfer. An investigation was conducted, and Respondent cooperated, providing documentation to support their response. Complainant did not cooperate with this investigation despite repeated attempts to gather more information and a sworn statement. At this point, there is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**42. 2023053921 (ES)**

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

**First Licensed: 12/03/2019**



**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$2,000 civil penalty for failure to deliver title. 2021 – One complaint closed with \$500 civil penalty for failure to deliver title. 2022 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.**

Complainant states they took their vehicle to Respondent's service center two times for transmission issues and claims they were told it was an exhaust leak, not a transmission issue. Complainant alleges the manufacturer of their vehicle issued a recall for potential fire hazards due to clutch malfunction on standard transmission vehicles like theirs. Complainant alleges Respondent told them their vehicle was not included in the recall. Complainant alleges the vehicle caught on fire while they were driving it. Complainant states they are working with the insurance company to see what will be covered considering they had towing equipment on it, they lost wages from missing work, and had made a down payment on it and recent car payments. Complainant feels Respondent's "quick dismissal" of the issues they brought the vehicle in for and alleged lies about the recall constitutes negligence. Complainant feels Respondent and the manufacturer should be held liable. Respondent states they have comprehensively investigated this matter and determined that their actions were lawful and reasonable, of sound professional standards, and based upon the information they had at all relevant times. Respondent feels Complainant's allegations are misplaced towards their dealership and believe their complaints should be lodged with the manufacturer and their insurance company. Respondent is unable to provide further response considering Complainant's threat of legal claims against them. Counsel opines that this is a civil matter and there is no evidence that Respondent violated any statutes or rules of the Motor Vehicle Commission and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**43. 2023039611 (ES)**

**Date Complaint Opened: 08/15/2023**

**First Licensed: 01/18/2023**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from the Respondent on 4/30/23 and alleges they have not received their title and registration as of 8/15/23. Complainant alleges they were informed by the Department of Revenue that no title would be issued to the vehicle even though Respondent had told them the title was in the mail. An investigation was conducted. Respondent states they purchased the vehicle from auction with a mechanic's lien and when they attempted to register the vehicle, they were informed it could not be registered in Tennessee. Respondent provided the investigator with a signed Disclosure Form showing they knew the vehicle had a salvage history at the time of sale. However, Complainant alleges they were told the vehicle had a rebuilt title. Respondent states they offered to give Complainant a refund or put them in another vehicle. Complainant elected to obtain a refund but Respondent states the vehicle was damaged and Complainant did not have insurance. Respondent told Complainant they were responsible to pay for the damages before getting a refund. Complainant filed a claim with Respondent's surety

bond, but it was denied because the Complainant had not made payments and there was no insurance. The investigation revealed Complainant was rejected when they applied for insurance because the vehicle had not been, and could not be, registered. The investigation revealed the Respondent did not apply for a title from the Department of Revenue until 6/16/23 and was notified on 7/26/23 that no title would be issued because a “Junk Certificate for Parts Only” had been issued to the vehicle. Counsel recommends issuing a \$2,500 civil penalty for selling a salvage vehicle without a rebuilt title.

**Recommendation: Authorize a \$2,500 civil penalty for selling a salvage vehicle without a rebuilt title**

**Commission Decision: Concur.**

**44. 2023043451 (TH)**

**Date Complaint Opened: 09/07/2023**

**First Licensed: 10/26/2021**

**Expiration: 10/31/2023 (expired – grace)**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent. Complainant states, however, they never received their title from Respondent. Complainant was sent Respondent’s surety information.

However, this matter has since been resolved. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**45. 2023043541 (TH)**

**Date Complaint Opened: 09/07/2023**

**First Licensed: 01/10/2023**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states on March 27, 2023, they purchased a car from Respondent. Complainant states they were sold an expensive service warranty. Complainant states, however, when they contacted Respondent to have service done on the vehicle, they have not been able to get it completed. Complainant explains Respondent is telling them the vehicle will not be repaired under the warranty. Complainant alleges Respondent also knowingly sold the vehicle damaged/ “wrecked” without disclosure.

Respondent failed to answer the complaint.

An investigation was initiated. However, Complainant failed to comply with the investigation or supply the requested supporting documentation. Respondent apologized that a formal response was not provided, and explained when they spoke with their local team originally, they were told Complainant was satisfied. Respondent explains, accordingly, they believed there was nothing else to be done. As such, Counsel recommends closure.

**Recommendation: Closure.**

**Commission Decision: Concur.**

**46. 2023043641 (TH)**

**2023058851**

**Date Complaint Opened: 09/07/2023, 11/06/2023**

**First Licensed: 10/13/2021**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

**2023043641:**

Complainant alleges Respondent sold them a faulty vehicle. Complainant states Respondent is now failing to honor Complainant's extend warranty. Complainant explains Respondent had quoted 3-4 weeks before they could schedule my service for the vehicle's shocks and struts under warranty. Complainant states Respondent had suggested Complainant take the vehicle to another dealer.

Respondent states Complainant purchased their vehicle on September 9, 2022. Respondent explains right before the vehicle was sold to Complainant it underwent an inspection, and received new tires, engine air filter, cabin air filter, and an alignment. Respondent states the first time they became aware of Complainant's issues was in July 2023, and that they offered Complainant to bring the vehicle in so Respondent could attempt to resolve any issues. Respondent states they can confirm their service department was several weeks backed up at that point. Respondent explains Complainant additionally reached out to the warranty administrator on October 14, 2023, who expressed to Complainant that their coverage agreement was no longer active. Respondent states the administrator also informed them Complainant had stated all previous services on the vehicle were performed outside of Respondent's dealership. Respondent notes the vehicle has not been diagnosed by their service department as Complainant had denied Respondent to look at the vehicle, but would be happy to address and repair the vehicle if given the opportunity. Counsel recommends closure as there does not appear to be evidence of any violation on behalf of Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2023058851:**

Complainant brought their vehicle to Respondent in November 2023, for repair on their transmission. Complainant had purchased the vehicle from Respondent a few years prior.

Complainant notes Respondent was the last one who worked on the transmission, and gave a lifetime powertrain warranty. Complainant explains, however, Respondent refused to repair the transmission under the warranty since Complainant had not the vehicle's oil changes performed at Respondent's dealership.

Respondent states while Complainant was offered a powertrain warranty, the warranty required all maintenance be performed at Respondent's dealership. Respondent notes the warranty states that if any maintenance is performed at another facility, the customer must contact the administrator prior to the service for purposed of record keeping. Respondent states, however, Complainant did comply with these requirements and, accordingly, had their coverage request denied by the administrator. Respondent states in attempt to assist Complainant they offered the service at a discount, but Complainant declined this offer, and picked up their vehicle from Respondent's dealership. Counsel recommends closure as there does not appear to be evidence of any violation on behalf of Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**47. 2023047311 (TH)  
2023049281**

**Date Complaint Opened: 09/22/2023, 10/03/2023**

**First Licensed: 11/30/2016**

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

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

**2023047311:**

Complainant states three and a half months after purchase, their vehicle from Respondent still has not been titled or registered in their name. Complainant explains they are having difficulty getting in touch with Respondent for an update. However, Respondent has expressed Complainant has since had the vehicle registered in their name. Respondent explains the dealership has been going through a transition process for several months, and apologize for the delay. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2023049281:**

Complainant states they purchased a vehicle on July 15, 2023, from Respondent, and at the time of the complaint, October 3, 2023, have yet to receive their title and permanent tag. Complainant explains they are having difficulty getting in touch with Respondent for an update. However, Respondent has expressed Complainant has since had the vehicle registered in their name, and been given their permanent tag. Respondent explains the dealership has been going through a transition process for several months, and apologize for the delay. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**48. 2023048861 (TH)**

**Date Complaint Opened: 10/01/2023**

**First Licensed: 10/23/2015**

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is “price gouging” by upwards of \$10,000 over MSRP pricing. Complainant further alleges Respondent “forced” them into purchasing a new vehicle without allowing them to test drive the vehicle prior. Complainant states Respondent had them sign forms before letting them leave. Complainant states, Respondent refused to take the vehicle back when Complainant attempted to return it.

Respondent states Complainant informed them they did not want to test drive the vehicle as Complainant had already test drove the same vehicle at another dealership. Respondent explains they have addressed Complainant’s concerns several different times. Respondent states the only new concern Complainant added was that the vehicles door seal has a defect. Respondent explains they have replaced the door seal strip, even though they were unable to replicate the issue. Respondent explains they believe Complainant has buyers’ remorse. There was no evidence provided demonstrating a violation on behalf of Respondent. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**49. 2023047771 (ES)**

**Date Complaint Opened: 09/26/2023**

**First Licensed: 11/10/2015**

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 10/10/22 Complainant alleges Respondent failed to disclose the vehicle purchased was involved in an accident and failed to honor an agreement to make repairs to vehicle. Respondent sold the vehicle to Complainant as-is without warranty but agreed to assist them with repairs. Both parties are satisfied with the arrangement and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**50. 2023048031 (ES)**

**Date Complaint Opened: 09/26/2023**

**First Licensed: 08/25/2021**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Georgia and alleges Respondent has failed to provide title and registration for their vehicle purchased on 8/1/23. Respondent issued two temporary tags to the vehicle prior to the Department of Revenue's discontinuation of allowing a second 60-day temporary tag. Respondent states they sent the paperwork to Complainant which needed to be signed to request their permanent plate in Georgia on 9/27/23. Respondent received the signed paperwork and finalized the registration record on 10/9/23. The Georgia Department of Revenue has the paperwork and Respondent states Complainant received their registration and tag directly from Georgia. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**51. 2023048311 (ES)**

**Date Complaint Opened: 09/27/2023**

**First Licensed: 05/26/2011**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$5,000 civil penalty for failure to retain trade-in vehicle until funding was received.**

Complainant alleges Respondent advised them that repairs to their vehicle would be covered under warranty but was notified the warranty was voided due to lack of maintenance for a period of time when the vehicle was in possession of a dealership in Texas. Complainant then notified Counsel the issue has been resolved and they wish to withdraw the complaint. Respondent further states the repairs were completed and covered by warranty at no cost to Complainant. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**52. 2023048581 (ES)**

**Date Complaint Opened: 09/28/2023**

**First Licensed: 11/09/2022**

**Expiration: 10/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Georgia and alleges Respondent failed to provide title and registration for a vehicle purchased on 9/2/23 as of 9/28/23. Complainant confirms Respondent communicated with them that the title was sent to the Georgia registration office. Respondent states they have communicated with Complainant and explained they sent the title with tracking information to the local clerk's office for registration in Georgia. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**53. 2023049061 (ES)**

**Date Complaint Opened: 10/02/2023**

**First Licensed: 08/30/2021**

**Expiration: 07/31/2023 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent sold them a vehicle after Respondent's license was expired but provides no documentation or details to support the allegation. Further, Complainant alleges Respondent is trading food stamps for payments and selling drugs out of their business. An investigation was conducted. The investigation revealed that the owner let their dealership license expire because they stopped selling vehicles from the lot and didn't have enough salespeople to run it anymore. Respondent stores, repairs, and details vehicles at this location to sell them at the owner's licensed lot at another location. Respondent also allows customers who bought vehicles at this location prior to the license expiring to come and make payments there. Respondent was worried people would stop making payments if the office was closed. Complainant did not provide a statement or any evidence to support their allegations despite the investigator's requests. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**54. 2023048621 (ES)**

**Date Complaint Opened: 09/29/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dismantler/Recycler**

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

An anonymous complaint was received alleging Respondent is operating as an unlicensed dismantler/recycler. Complainant states Respondent has a junkyard and buys recycled vehicles and hauls them weekly to North Carolina. Complainant states Respondent runs a "general store, septic tank service, beer store, heavy equipment service, grill and wrecker service". Complainant lives near this business and is upset that Respondent's business is "an eyesore." An investigation was conducted, and Respondent cooperated fully. Respondent provided all of his permits and

zoning documents. The contact information provided by Complainant was not valid. There is no evidence to support Complainant's allegations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**55. 2023043571 (ES)**

**2023055451**

**Date Complaints Opened: 09/07/2023 – 10/27/2023**

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

**Expiration: 08/31/2024**

**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.**

**2023043571**

Complainant bought a used vehicle from Respondent in September 2022 and alleges they did not know the horn did not work. Further, Complainant states they have not received their permanent license plate as of September 2023. Respondent sold the vehicle as-is and without warranty. Respondent explains Complainant defaulted on the contract in November of 2022, has not been making payments and has been on the repossession list since 12/13/22. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023055451**

Complainant purchased a used vehicle and alleges it needs over \$10,000 in repairs. Complainant also alleges Respondent listed the sale price on the Bill of Sale as \$3,000 but claims he paid \$7,000 in cash for the vehicle. Complainant did not provide any proof to support these allegations and Respondent denies them. Further, Respondent sold the vehicle as-is, without warranty. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**56. 2023045581 (ES)**

**Date Complaint Opened: 09/15/2023**

**First Licensed: 12/20/2018**

**Expiration: 08/31/2020 (Expired)**

**License Type: Motor Vehicle Dealer**



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

Complainant is a resident of Illinois who purchased a scooter online from Respondent more than 2 years ago. Complainant alleges they have not received the title and notes the website states that the scooter may not ship with a title depending on the distributing site it comes from. Respondent has not had an active license in Tennessee for over 3 years and most likely has moved their business to another state. All mail sent to Respondent was returned undeliverable and unable to forward. Counsel recommends closure.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**57. 2023047051 (ES)**

**Date Complaint Opened: 09/22/2023**

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

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used truck from Respondent in May of 2023 and alleges it was dropping into first gear erratically within the first week. Complainant alleges there have been three “deadly recalls” on the truck and claims the recalls were not disclosed to them. Respondent states Complainant is mistaken, and their search of the VIN shows no open recalls now or when the vehicle was sold. Respondent provides the proof of the search and results. Respondent has ordered a part which is on backorder regarding a repair that is needed and will notify Complainant when it becomes available. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**58. 2023051971 (ES)**

**Date Complaint Opened: 10/12/2023**

**First Licensed: 07/15/2022**

**Expiration: 06/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant is a resident of Mississippi who purchased a used vehicle from Respondent on 6/24/23 and alleges they have not received the title as of September 2023. Respondent states the title was delayed because they were waiting for a death certificate for the customer who previously owned the vehicle. Respondent mailed the registration to Complainant on 9/29/23 along with a check for \$841.16 for the penalties associated with the delay. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**59. 2023052711 (ES)**

**2023052721**

**2023052741**

**Date Complaint Opened: 10/14/2023 – 10/15/2023**

**First Licensed: 01/29/2013**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

**2023052711**

Complainant purchased a used vehicle from Respondent in July of 2020 and is upset they have been paying for their car for over three and a half years and still owes \$11,000. Complainant feels they were charged too much for the vehicle that is not worth it. Respondent states they do not set forth the terms and rates given by lenders when a vehicle is financed. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023052721**

Complainant purchased a used vehicle from Respondent and alleges the vehicle had an incorrect tire, an incorrect battery, and a tire sensor issue. Complainant believes Respondent “puts whatever they want on vehicles to get them to start in order to get people to buy their cars.” Respondent states this vehicle was purchased as-is, without warranty and notes they have been unable to verify these allegations. However, Respondent is open to correcting the issues at no cost to Complainant and will reimburse any expenses that relate to problems with the vehicle that can be verified. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023052741**

Complainant purchased a used vehicle from Respondent in October of 2022 and states they have become upside down financially with it. Complainant alleges Respondent prides itself on taking advantage of consumers by selling vehicles with mechanical issues and pricing them over market value. Respondent states they offer inspections on or off the lot at the customer’s discretion on every sale in writing. Respondent further notes that the sale price of the vehicle is still below today’s JD Power Retail Value, as it was at the time of sale, even after mileage and depreciation. Respondent does not control the lender’s terms and rates. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**60. 2023052651 (ES)**

**2023052751**

**Date Complaint Opened: 10/13/2023, 10/15/2023**

**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 produce county/city business license(s).**

**2023052651**

Complainant alleges Respondent mislabeled their earnings from \$400 a week to \$4,000 a month to get them approved for a loan to buy a vehicle. Complainant further alleges they had to go back to sign paperwork that was missed, and the loan was rejected because the proof of income did not match the paperwork. Complainant alleges Respondent uses shady sales tactics, encourages customers to lie to get loans, and takes advantage of people. Respondent was unable to locate the transaction documents because the information provided by Complainant did not match any of their records. Counsel requested more information from Complainant, and they did not respond. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023052751**

Complainant purchased a used vehicle from Respondent in 2021 and alleges the vehicle broke down on their way home and had to be towed back to the dealership. Respondent repaired the vehicle and Complainant alleges it has continued to have problems, leading to the vehicle running them over, leaving them to require knee surgery. Complainant further alleges the vehicle had been totaled and Respondent failed to inform them. Complainant does not provide evidence to support these allegations and Respondent denies that the vehicle had been totaled. Respondent states they always provide a vehicle history report and notes that Complainant purchased another vehicle from them after the transaction at issue in this complaint. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**61. 2023053151 (ES)**

**2023055111**

**Date Complaint Opened: 10/17/2023 – 10/26/2023**

**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.**

**2023053151**

Complainant purchased a used vehicle from Respondent in July of 2023 and alleges Respondent did not “check the car out” before they purchased it. Complainant alleges the vehicle needed to be detailed, needed a ball joint, new brakes, and a fuel sensor. Respondent sold the vehicle as-is, without warranty and notes they offer all consumers the option to have an on-site or off-site inspection in writing. Respondent is willing to work with Complainant to attempt to address their concerns. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023055111**

Complainant purchased a used vehicle from Respondent in March of 2023 and alleges the vehicle had a salvage title. Complainant provides no evidence to support these allegations but does note that they discussed a minor accident on the Carfax with Respondent. Respondent denies that the vehicle had a salvage title and notes they provide an Experian Autocheck Vehicle History Report to every buyer, which was provided in this transaction as well. There is no record of salvage history for this vehicle. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**62. 2023052961 (ES)**

**Date Complaint Opened: 10/16/2023**

**First Licensed: 08/09/2013**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$500 civil penalty for engaging in false, fraudulent, or deceptive practice(s). 2022 - One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant bought a used vehicle from Respondent in February of last year and alleges Respondent assured them that it was in pristine condition. Complainant alleges they have had the vehicle inspected and believes it was in an accident with structural damage, making the vehicle “unsafe”. Complainant believes Respondent purposely failed to disclose this information. Complainant also alleges Respondent gave false information to the lender about the vehicle but provides no details or supporting documentation or evidence to support these allegations. Respondent states they did not give the false information to Complainant and vehemently denies providing any false information to any lenders. Respondent’s website supplies customers with Carfax reports for all vehicles posted online and they provide a printed copy when requested.

Respondent states the vehicle has a clean title and there is an accident that shows on the Carfax. Respondent notes Complainant has purchased multiple vehicles from them in the past and is surprised by the accusations. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**63. 2023044861 (TH)**

**Date Complaint Opened: 09/13/2023**

**First Licensed: 08/11/2016**

**Expiration: 07/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$1,000 civil penalty for selling a salvage vehicle before obtaining a rebuilt title.**

Complainant states Respondent failed to provide Complainant the correct purchase agreement. Complainant alleges Respondent had agreed to mail the purchase agreement but failed to do so. Complainant states since they were unable to obtain the registration information from Respondent, they requested to return the vehicle, but Respondent denied their request. Complainant states they have been unable to register their vehicle due to Respondent not providing them the required documentation. Complainant was sent Respondent's surety bond information.

Respondent failed to answer the complaint. The Complainant followed up that they have since received the needed documentation from the Respondent and was able to resister the vehicle. Complainant failed to provide the requested documentation. Respondent states their dealership was closed for an extended time due to road work at the location and the emails were changed, explaining the failure to receive the complaint notice. Respondent also failed to provide the requested response to the complaint. Counsel recommends closing the complaint with a Letter of Warning for Respondent's failure to answer the Commission.

**Recommendation: Close with a Letter of Warning for Respondent's failure to answer the Commission.**

**Commission Decision: Concur.**

**64. 2023046961 (TH)**

**Date Complaint Opened: 09/22/2023**

**First Licensed: 02/02/2023**

**Expiration: 12/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant is alleging Respondent improperly repossessed their vehicle. Complainant states they requested the VIN number for the vehicle to obtain insurance, but Respondent refused to provide it. Complainant states about a month after they purchased the vehicle from Respondent,

they were awoken to representatives of Respondent coming to repossess the vehicle. Complainant states the following they attempted to contact Respondent, and once they were finally able to reach Respondent, they were informed they had to show proof of insurance and pay the payment taxes and fees plus \$800.00 for the repossession.

Respondent denies the allegations in the complaint, and states Complainant's vehicle was repossessed for failure to obtain comprehensive and collision insurance for the vehicle. Respondent states their retail installment contract with Complainant required Complainant to obtain comprehensive and collision insurance and list Respondent as lien holder. Respondent notes the contract required Complainant to provide proof of the insurance within four (4) days. Respondent states, however, despite numerous reminders that about a month after purchase Complainant had still failed to provide proof insurance. Respondent states, as such, they began the process of repossessing the vehicle. Respondent states they informed Complainant they were able to pick the vehicle up if they provide a proof of insurance and paid a portion of the repossession fees of \$200.00. Respondent advises they are not aware of \$800.00 fee Complainant was referring to.

Counsel recommends closure as there does not appear to be evidence of a violation on behalf of Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**65. 2023046291 (TH)**

**Date Complaint Opened: 09/19/2023**

**First Licensed: 01/13/2023**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$7,500 civil penalty for selling a salvaged vehicle prior to obtaining a rebuilt title and issuing three temporary tags to the vehicle.**

Complainant alleges Respondent purchased a vehicle from Respondent under false misrepresentation. Complainant states the vehicle was a lemon, and they were never provided the title. Complainant explains they had to obtain a court order subpoena to get a title. Complainant alleges further that Respondent forged their signature "at least" five (5) times. Complainant is accusing Respondent of title jumping, multiple temporary tags, and forgery.

Respondent failed to answer the complaint. An investigation was initiated, however, Complainant failed to cooperate with the investigation or provide any requested documentation. Respondent explained the reason they failed to answer the complaint was an internal mistake. As such Counsel recommends closure.

**Recommendation: Closure.**

**Commission Decision: Concur.**

**66. 2023051181 (TH)**

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

**First Licensed: 05/18/2017**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent on April 20, 2023. Complainant explains they paid for the vehicle in full. Complainant explains they received two reminder text messages to pick up the vehicles title, but when their spouse tried to pick it up in August, was unable to. Complainant states they went to Respondent's on October 9, 2023, to pick up the title and was denied by Respondent. Complainant states at that time they were informed they were still required to pay an additional fee for the use of a Credit Card before they would be able to obtain the title. Complainant is alleging the purchase agreement provided by Respondent was altered after being signed by Complainant.

Respondent denies Complainant's allegations, and states they refused to release the title to Complainant's spouse as they were not the owner of the vehicle. Respondent states Complainant still owes a 2% fee for the use of a Credit Card at the time of purchase. Respondent states Complainant agreed to the outstanding 2% fee, and denies the allegation any documents were altered. Respondent provided a text message from a finance manager at Respondent's dealership which read, "The Purchase Agreement was pre printed to have ready when Complainant arrived. We noticed the date was wrong and scratched through it and also were told she didn't have the cashier's check. So, the salesman also scratched through that part in the special agreement and wrote about the \$160 owed. She signed this after the change was made." Respondent states the credit card receipts they provided show Complainant's signature and the 2% fee, and advises Complainant was told on numerous occasions that using a credit card would add a 2% fee. Respondent states additionally, Complainant should have been aware of it because they paid the fee on the first deposit and also signed the purchase agreement with the acknowledgement.

Counsel reached out to Respondent on January 8, 2023, for an update on the status of the title. Respondent informed Counsel that they have the title ready for Complainant, however, Complainant has not picked up the title nor have they heard from Complainant. Counsel also reached out to Complainant for an update on January 8, 2023, and they expressed they did not know their title was ready for them but will reach out to Respondent to coordinate picking it up. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**67. 2023051671 (TH)**

**2023057511**

**Date Complaint Opened: 10/10/2023, 11/09/2023**

**First Licensed: 03/12/2013**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

**2023051671:**

Complainant states Respondent never disclosed any damage to the vehicle or the rebuilt status of the vehicle. Complainant was purchasing the vehicle from another party who was the one negotiating with Respondent.

Respondent states the customer was made aware of the rebuilt title status numerous times over the course of the back-and-forth communications over the phone. Respondent states even prior to the sale they emailed the out-of-state customer a copy of the Bill of Sale, indicating the vehicle had a rebuilt title. Respondent provided a copy of the signed Notice Disclosure of Rebuilt or Salvage Vehicle. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**2023057511:**

This complaint is in reference to the same vehicle in the complaint above, 2023051671. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**68. 2023053501 (TH)**

**Date Complaint Opened: 10/18/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant is a County Clerk's Office. Complainant states for the past year or so, they have noticed that several persons living at the same addresses have been titling and selling an inordinate number of vehicles. Complainant states Respondent is selling much more than the five (5) per household that the law allows. Complainant states all of the vehicles have Wisconsin titles, and were bought from the same dealer.

An investigation was conducted. Complainant provided documentation of vehicle registrations and sales by Respondent which documented eleven (11) vehicles sold by Respondent from March 27, 2023, thru July 24, 2023. The documents included a generated report from the County Clerk's Office and vehicle registration documents. Moreover, a report documentation of three (3) additional sales of vehicles from Respondent's home by another individual from June 30, 2023, thru July 24, 2023. The documents included a generated report from the Crockett County Clerk's Office and a vehicle registration. The investigator determined Respondent has a salesman license in Tennessee under a dealership, which is in proximity of Respondent's residence. However, the vehicles purchased & titled to Respondent were purchased from a different dealership. The investigator went to Respondent's residence on November 21st, 2023, and did not see any vehicles advertised for sale. Respondent cooperated with the investigation by providing a sworn notarized affidavit in which they admit to selling vehicles but expressed they did not know how many they had sold.



Counsel recommends the Commission authorize assessing a \$4,500.00 civil penalty. This amount is based on \$500.00 per vehicles sold over the legally allotted amount for an unlicensed location. Based on the evidence there were fourteen (14) vehicles sold from Respondent's home, which is nine (9) more than legally allotted.

**Recommendation: Authorize assessing a \$4,500.00 civil penalty.**

**Commission Decision: Concur.**

**69. 2023053781 (TH)**

**Date Complaint Opened: 10/19/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This complaint was open after allegations of possible unlicensed activity.

An investigation was conducted. The investigator went to the location listed in the complaint. At that location the investigator found a licensed scrap yard business. They informed the investigator the complaint in this case was specifically due to sublease individual was conducting illegal activity. Complainant, who leases a small building and lot on the property in question, expressed their complaint originated because of a sublessor who was utilizing the property for illegal activity. However, the sublessor has not been arrested for the illegal activity, and Complainant expressed the desire to withdraw their complaint. The investigator did not observe any state violations occurring by the aforementioned licensed scrap yard. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**70. 2023053481 (ES)**

**Date Complaint Opened: 10/16/2023**

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

**Expiration: 04/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with \$500 agreed citation for improperly displaying vehicles.**

A Notice of Violation was issued to Respondent during inspection on 10/11/23 for having vehicles parked on the grassy area of their lot. Respondent's attorney had contacted Counsel about this previously and asked if the dealership could rock concrete pads in the grass for the vehicles to be displayed. Counsel confirmed this would comply with Rule 0960-01-.21(4) because the vehicles would be displayed on "compacted gravel, chert, stone or similar materials" as required by our rules. After some further communications, Counsel learned the concrete pads were on a grassy area near the road which is state-owned land. Counsel informed Respondent they would need to move the vehicles and the concrete pads could not be on land which was technically not part of the dealership's lot. Respondent's Counsel confirmed that Respondent immediately

complied and will only use gravel and pavers that are just outside the paved parking lot on the dealership's lot. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**71. 2023048121 (ES)**

**Date Complaint Opened: 09/27/2023**

**First Licensed: 02/04/2020**

**Expiration: 02/29/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent on 9/6/23 and alleges Respondent has not provided the title to their lender as of 9/27/23. Respondent was expecting to have the title in the next couple of weeks, but also offered to buy back the vehicle if they did not want to wait, and Complainant agreed to the buy back. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**72. 2023055881 (ES)**

**Date Complaint Opened: 10/31/2023**

**First Licensed: 08/25/2021**

**Expiration: 08/31/2023 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant worked for Respondent's dealership as an independent contractor to perform restoration services on a vehicle. Complainant claims they agreed to sell their vehicle to Respondent for around \$14,000 with \$13,000 to be used as a down payment on a used vehicle. Complainant alleges Respondent forged their wife's name on no less than 3 documents in order to secure a second lien behind their lender that financed the balance of the purchase of the vehicle from Respondent. Respondent allegedly forged the signature to obtain this second lien in the amount of the payoff due on the vehicle being sold/traded in by Complainant. Complainant alleges Respondent illegally detained their wife in a public space and physically assaulted her in an attempt to steal the vehicle under the guise of repossession. Complainant alleges this is all in retaliation for being indebted to them for restoration work performed on a vehicle in Respondent's inventory. All mail sent to Respondent was returned because Respondent has not had an active license since 8/31/23 and their dealership is closed. Counsel has advised Complainant to seek the advice from private legal counsel and consider filing a police report. Counsel recommends closure and referring this matter to local law enforcement.

**Recommendation: Close and refer to law enforcement**

**Commission Decision: Concur.**

**73. 2023061131 (ES)**

**Date Complaint Opened: 11/29/2023**

**First Licensed: 07/14/2000**

**Expiration: 07/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant claims they witnessed Respondent luring customers to their dealership and charging more than a vehicle is advertised for online. Complainant alleges Respondent will tell a customer there is a limited supply and charge more, and also charge for accessories that are not on the vehicle. Complainant alleges Respondent has 20 unlicensed salespersons on their schedule and further claims they charge out of state residents state taxes. Respondent states Complainant was employed by them as a salesperson for less than a month before being terminated for tardiness, falling asleep and poor attitude. Respondent confirms that, at times, they have a few vehicles that are in limited supply and high demand to which they add a market adjustment. This market adjustment is clearly displayed on the window stickers on the vehicles, which Complainant provided proof of in pictures sent in with their complaint. Respondent states that they only have 16 salespersons, all of whom are licensed. Further, Respondent notes they have been licensed for 24 years and have regular inspections that verify they are always in compliance. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**74. 2023052261 (ES)**

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

**First Licensed: 08/06/2001**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for failure to deliver title. One complaint closed with \$1,000 civil penalty for failure to deliver tags. 2020 – One complaint closed with letter of warning for selling vehicles with known safety issues. 2021 – three complaints closed with letter of warning for late delivery of titles.**

Complainant purchased a used vehicle from Respondent in June 2022 and alleges it broke down on 8/18/23 while they were in the car. Complainant states they had a mechanic check it out and they claim there is “gps starter interrupter device” installed on the vehicle and it caused the vehicle to stop working. Complainant states they did not give permission for this device and claims it was not noted in the purchase paperwork. Complainant states they contacted Respondent who denied putting the device on the vehicle. Respondent confirms they did not put the device on the vehicle and notes their lender does not require them to put the devices on vehicles under finance. There is no proof Respondent put the device on the vehicle and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**75. 2023054691 (ES)**

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

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

This complaint was opened based on information received from a clerk alleging possible unlicensed activity. Respondent is a licensed Alabama dealer who is allegedly meeting customers at the middle Tennessee ADESA Auction to sell them vehicles. An investigation was conducted. The investigator revealed that Respondent has met at least one customer in a Tennessee parking lot to negotiate the sale of a vehicle after the Complainant found it advertised on Facebook Marketplace. The investigator contacted numerous purchasers noted in the documents provided by the clerk and no one else would cooperate or confirm the allegations. Respondent denies the allegations and states that someone may have resold the vehicle after buying it from their licensed dealership in Alabama. Counsel recommends issuing a Letter of Warning for unlicensed activity explaining that Respondent cannot negotiate the sale of their vehicles or act as a dealer in any locations in Tennessee without a Tennessee dealer license.

**Recommendation: Letter of Warning for unlicensed activity and refer to Attorney General's Office**

**Commission Decision: Concur.**

**76. 2023049291 (TH)**

**Date Complaint Opened: 10/03/2023**

**First Licensed: 03/13/2001**

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they were “denied extensions of [their] own credit for two vehicles” and that as such there was “fraud” involved. Complainant alleged multiple violations of U.S. Codes. Complainant allegations of violations are outside of the Commission’s jurisdiction, and do not pertain to the Commission’s rules and regulations. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**77. 2023051141 (TH)**

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

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

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent left their vehicle outside during heavy downpour with the rear window down. Complainant explains the rain entered the vehicle resulting in Respondent having to shop vacuum the water out and causing the seats and carpet to become waterlogged.

Counsel has since been updated that Respondent's insurance company has paid out Complainant for the damage. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**78. 2023052671 (TH)**

**Date Complaint Opened: 10/14/2023**

**First Licensed: 03/16/1998**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent in April 2021, and have not received their title for the vehicle.

Respondent states Complainant did not receive their title because Complainant did not pay off the vehicle.

An investigation was conducted. Complainant received two temporary tags from Respondent. Complainant explained to the investigator that shortly after purchasing the vehicle from Respondent Complainant opened their own dealership and just put their own dealer tags on that vehicle to drive. Complainant explains the vehicle then went into the mechanic, and required a large number of repairs so Complainant just never picked up the vehicle and ceased making payments on the vehicle. Respondent informed the investigator that Complainant stopped making payments on the vehicle and never responded about their registration. As such, Counsel recommends closure. However, based on the evidence obtained in the investigation, Counsel also recommends opening a secondary complaint against Complainant's dealership for the purpose of possible misuse of a dealer's tag.

**Recommendation: Close. Counsel also recommends opening a secondary complaint against Complainant's dealership for the purpose of possible misuse of a dealer's tag.**

**Commission Decision: Concur.**

**79. 2023053651 (TH)**

**Date Complaint Opened: 10/18/2023**

**First Licensed: 07/24/2013**

**Expiration: 07/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states Respondent is demanding a \$100 for the title. Complainant states they were upset by this due to having previously paid for the vehicle in full at the time of purchase. Complainant alleges while Respondent provided the title after they paid the extra \$100, they feel as though Respondent scammed them.

Complainant no longer wishes to be involved with their complaint, as they have since sold the vehicle Respondent expressed, they no longer had the deal file as the sale occurred in 2019. Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**80. 2023055181 (TH)**

**Date Complaint Opened: 10/26/2023**

**First Licensed: 12/17/2009**

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they purchased a vehicle from Respondent in May 2021. Complainant states in September 2023 they were looking into trading in the vehicle. Complainant explains at that time, they reviewed a Carfax which made them believe the vehicles milage may have been tampered with.

Respondent explains that a common issue with Auto Check and Carfax is they only reflect the information they have, and can be wrong based on whether someone made a mistake when inputting the information. Respondent states they purchased the vehicle from an Auction prior to selling it to Complainant. Respondent states the vehicle in question was described to have a clear title, clean auto check, and accurate miles. Respondent provided a copy of the buyer's agreement from the auction reflecting the mileage at the time of sale. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**81. 2023047541 (TH)**

**Date Complaint Opened: 09/25/2023**

**First Licensed: 03/27/2023**

**Expiration: 03/31/2025 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant states they never received their title from Respondent.

Respondent failed to answer the complaint. Respondent's Dealership License is in closed status. An investigator went to Respondent's location to confirm the dealership was no longer open and operating. The investigator found the dealership to no longer be at the location, and that a new business was in the process of opening there. The investigator learned the vehicle's registration

may have a connection to Louisiana. Counsel recommends closing and flagging this complaint and referring the matter both to the Tennessee Department of Revenue and the Louisiana Motor Vehicle regulatory body.

**Recommendation: Close and flag, and refer the matter to the Tennessee Department of Revenue and the Louisiana Motor Vehicle regulatory body.**

**Commission Decision: Concur.**

**82. 2023050751 (TH)**

**Date Complaint Opened: 10/06/2023**

**First Licensed: 08/03/2006**

**Expiration: 07/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent fraudulently sold them a vehicle with a salvaged vehicle. Complainant states they were given a "clear title" from Respondent when they purchased their vehicle from Respondent, but when Complainant went to sell the vehicle, they were informed the vehicle was reported as salvaged.

Respondent failed to answer the complaint. An investigation was conducted. However, Complainant failed to participate in the investigation, and expressed they have since sold the relevant vehicle. The investigator spoke with Respondent who checked the vehicles VIN in their database, and advised they never had the vehicle in their inventory. The investigator searched the vehicles VIN number in the National Insurance Crime Bureau and their record showed the VIN has not been identified as a vehicle listed in the VINCheck Salvage or Theft records. The investigator found no record of this vehicle being marked as a salvage or rebuilt vehicle. Additionally, the investigator also did not find Respondent's name documented, and discovered the records reflected another dealerships name as the one who sold the vehicle to the Complainant in October 2018. As such, Counsel recommends closing the complaint with a Letter of Warning for Respondent's failure to answer the complaint.

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

**Commission Decision: Concur.**

**83. 2023054221 (TH)**

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

**First Licensed: 06/28/2017**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states their child leased a car from Respondent. Complainant explains their child initially purchased another vehicle but changed their mind and exchanged the vehicle for another model within 48-hours. Complainant alleges during this exchange Respondent charged Complainant an excessive fee and duplicate acquisition costs. Complainant also states the replacement vehicle was represented as "new" despite the vehicle having 7,483 miles shown on

the odometer. Complainant explains Respondent's basis for this is a policy that a vehicle can be sold and financed as new, if the mileage is less than 10,000 and the vehicle has never been registered. Complainant explains they do not believe the fact they are not the actual customer should affect the complaint.

Respondent states they dispute any allegations made by Complainant. Respondent explains Complainant is not the customer, rather the customer's parent. Respondent states they made every attempt to conclude the matter so that the customer has a satisfied experience. Respondent states when the customer decided they no longer wanted the original vehicle they purchased, Respondent worked with the customer and came to an agreement. Respondent states specifically they ensured the customer carried no negative equity into the replacement vehicle. Respondent states they understand the customer to be satisfied with the outcome, and are unsure why the customer's parent, who was not involved in the deal, filed a complaint. As such, Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**84. 2023048381 (ES)**

**Date Complaint Opened: 09/28/2023**

**First Licensed: 12/12/2011**

**Expiration: 01/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle in April 2023 and alleges Respondent failed to deliver title/registration. Respondent failed to respond to the complaint and an investigation was conducted. Despite multiple attempts by the investigator to contact them, the Complainant never cooperated with this investigation or provided any evidence to support their allegations. Respondent purchased the vehicle from auction and was not provided with the most recent title which was discovered when they attempted to register the vehicle. Respondent contacted the auction for help and was able to eventually get the most recent title, and register the vehicle. Respondent only issued two temporary tags during the delay. Counsel recommends issuing a Letter of Warning for failure to respond.

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

**Commission Decision: Concur.**

**85. 2023056271 (ES)**

**Date Complaint Opened: 11/02/2023**

**First Licensed: 10/07/1999**

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for advertising violation.**



Complainant states they put down \$2,000 on a used vehicle on 10/8/23 and alleges it immediately “had a knock in it”. Complainant swapped the vehicle out for a different one in Respondent’s inventory. Complainant alleges this vehicle is 6 years older and a lot of issues. Complainant wants a refund of their down payment. Respondent repaired the vehicle within a week of the complaint being filed at no cost to Complainant. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**86. 2023056841 (ES)**

**Date Complaint Opened: 11/07/2023**

**First Licensed: 04/05/2000**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on 11/1/23 for failing to provide an active county business license. Counsel attempted to contact Respondent by calling the dealership and the owner’s cell phone but did not receive a response. Counsel recommends issuing a \$250 civil penalty for the expired county business license.

**Recommendation: Authorize a \$250 civil penalty for expired county business license**

**Commission Decision: Concur.**

**87. 2023051511 (ES)**

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

**First Licensed: 11/02/2011**

**Expiration: 10/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2021 – One complaint closed with \$500 agreed citation for failure to obtain a license for each lot.**

Complainant states they took their truck to Respondent’s service center for a safety recall in November of 2022. Complainant states the service advisor informed him that all the brake pads were down to 3mm and need to be replaced along with the rotors, and the tires needed to be replaced because the tread was low. The vehicle had just under 33,000 miles on it and Complainant did not trust the report of recommendations for repairs. Complainant took the vehicle back to Respondent on 5/3/23 for “front timing cover repair” and when they picked it up, they received an invoice and were told the brake pads were at 4mm and 5mm. Complainant alleges they noticed the invoice did not specify what work was done and falsely noted that he had told the service center there was an oil leak coming from the motor. Complainant states they spoke to the service manager about this, and they said no work was done and the leak note was reported by a “non-diesel mechanic working on the diesel truck.” Complainant is upset they lost the use of their truck for two days. Complainant further complaint that they had issues with the service center again when they brought their truck back in July 2023 to troubleshoot an engine

error code. Complainant states he was informed he had missed a required service flushing out the diesel particulate filter system which caused the error code, but the code persisted after he picked up the truck even after he agreed to the recommended service to fix the problem. Complainant has retained an attorney to recover the \$1,346.38 in what they allege were unnecessary services performed by Respondent. Respondent has reimbursed the costs to Complainant but refutes the allegations of fraudulent enticement, record falsification, false pretense, and unauthorized or unnecessary work performed. Complainant is still upset that he did not get a refund until he retained an attorney. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**88. 2023052801 (ES)**

**Date Complaint Opened: 10/16/2023**

**First Licensed: 09/01/2017**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of caution for engaging in false, fraudulent, or deceptive practice(s). 2022 – One complaint closed with letter of warning for misuse of dealer plates.**

Complainant purchased a used vehicle in full from Respondent on 7/8/23 and alleges they have not received the title as of 10/16/23. Respondent provides proof the vehicle was registered on or around 8/3/23 but the dealership was later notified there was a missing signature on the title which prevented the state from issuing a new title in Complainant's name. Respondent's title clerk contacted the state and eventually got a clear answer on what was needed to get the title completed. Respondent sent Complainant the documents to sign and return via pre-paid FedEx and once that is complete, the correction can be made. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**89. 2023055431 (ES)**

**Date Complaint Opened: 10/27/2023**

**First Licensed: 08/02/2005**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges they went to Respondent's dealership with \$26,000 cash to purchase a truck. Complainant alleges Respondent took the money bag and turned back to put it in a counting machine. Complainant claims \$4,000 in cash then disappeared. Respondent vehemently denies the allegation of theft of Complainant's cash and used the money counter in his presence. The entire encounter was recorded by the security cameras at the dealership. Respondent invited Complainant to review the footage, but they declined. There is no evidence to support the allegations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**90. 2023057211 (TH)**

**Date Complaint Opened: 11/08/2023**

**First Licensed: 07/12/2023**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges the vehicle they purchased from Respondent in April 2021, was salvaged and that Respondent failed to disclose this. Complainant states while the title they were given from Respondent appears clean, a Carfax report informed them the vehicle was a “total loss.” Complainant states, as such, they believe Respondent “washed” the title.

Respondent states they purchased the vehicle with a clean title, and are not aware of any damage to the vehicle prior to the sale. Respondent states Complainant has had the vehicle for over two (2) years. Respondent explains Complainant came in looking to trade the vehicle in a few months ago, and that Respondent was prepared to take the vehicle back as a trade-in since the title was clean. Respondent notes the vehicle was also financed, and that the company would not have financed the vehicle had it been salvaged. Respondent provided a copy of the clean title from the time of sale. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**91. 2023056341 (TH)**

**Date Complaint Opened: 11/02/2023**

**First Licensed: 05/03/2004**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with a letter of instruction pertaining to Respondent’s failure to disclose and obtain the registration payment information to Complainant. 2019 – One complaint closed with letter of warning for deceptive advertising.**

Complainant states on or about December 15, 2022, a representative for Respondent come to their home to pick up their vehicle. Complainant states at that time they were informed they could leave the tag on the vehicle and that it would be disposed of properly at the dealership. Complainant explains, however, a few months later they began to receive statements saying payment was owed for tow fees in Miami, FL. Complainant states they learned the tag is attached to another vehicle not belonging to them.

Respondent states the vehicle in question was repossessed on January 29, 2023, by a towing company on behalf of Respondent. Respondent explains they experienced a break in. Respondent states they are not the ones using the stolen tag, and can report it to the police for Complainant if

needed. Counsel recommends closing this complaint with a Letter of Instruction, directing Respondent to take the proper steps in reporting this matter to the appropriate authorities.

**Recommendation:** Closing this complaint with a Letter of Instruction, directing Respondent to take the proper steps in reporting this matter to the appropriate authorities.

**Commission Decision:** **Concur.**

**92. 2023058911 (TH)**

**Date Complaint Opened: 11/16/2023**

**First Licensed: 02/12/2021**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant states they went to look at a vehicle at Respondent's dealership. Complainant explains despite not purchasing the vehicle question, they do believe the vehicle had undisclosed damage. Complainant further alleges they believe the vehicle's odometer was tampered with.

Respondent denies Complainant's allegation. Respondent states the vehicle went through a 167-point inspection, including a scanning to ensure the VINs match and to check the vehicles odometer. Respondent provided the vehicles autocheck showing the vehicles mileage consistency, as well as paperwork demonstrating where Respondent purchased the vehicle and the mileage at the time of purchase. Respondent also included the sales receipt showing the vehicles mileage at time of sale. As such, Counsel recommends closure.

**Recommendation:** **Close.**

**Commission Decision:** **Concur.**

**93. 2023056991 (ES)**

**Date Complaint Opened: 11/07/2023**

**First Licensed: 09/20/2007**

**Expiration: 08/31/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed with letter of warning for failure to respond to a complaint. 2019 – One complaint closed with \$5,000 civil penalty for engaging in false, fraudulent, or deceptive practice(s).**

Complainant alleges they signed paperwork to purchase a used vehicle from Respondent and left to go get the down payment. When Complainant returned, they allege the vehicle had already been sold. Complainant purchased a different vehicle and alleges the check engine light came on later that evening. Complainant claims the vehicle malfunctioned and almost killed them and their child when they were returning the vehicle to the lot. Complainant further alleges Respondent wanted to unwind the deal considering the mechanical issues but would not provide anything in writing stating the deal was voided. Complainant alleges Respondent refused to refund the \$1,000 down payment. Respondent provided proof the down payment was refunded in full when the vehicle was returned, and states Complainant was screaming and being very disrespectful in the dealership office. Respondent provided the receipts and documentation showing they sent them

to Complainant via email. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**94. 2023060881 (ES)**

**Date Complaint Opened: 11/29/2023**

**First Licensed: 05/23/2019**

**Expiration: 03/31/2025**

**License Type: Motor Vehicle Dealer**

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

This complaint was opened after the Commission received information from the Vice President for a major manufacturer of high-end vehicles alleging Respondent is identifying themselves as an authorized dealership for that manufacturer on their website. The website shows Respondent refers to themselves as a “[city] [vehicle make] Dealer”. Respondent is not authorized to sell these new vehicles and only has a used dealer license. An investigation was conducted. The investigator went to the dealership to make sure there were no signs or advertising that would lead customers to believe they were authorized to sell new vehicles. The investigator also audited multiple deal files related to that make of vehicle to determine if any new cars had been sold. The investigation found no violations at the dealership. The Respondent provided a sworn statement which explained there was an error on their website, and they did not have knowledge that it stated that they were an authorized [vehicle make] dealership. Respondent also promptly removed that statement from their website. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**95. 2023052881 (ES)**

**Date Complaint Opened: 10/16/2023**

**First Licensed: 01/31/2020**

**Expiration: 11/30/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – One complaint closed with \$500 civil penalty for failure to supervise salespersons/agents. 2023 – One complaint authorized for settlement with \$1,500 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent on 10/5/23 with Respondent’s provided insurance. Complainant further states they were at a gas station on 10/11/23 and someone stole the vehicle while they were inside. The police found the vehicle that day and Complainant alleges Respondent “talked him into letting them pick it up” and making sure it was not damaged or wrecked. Complainant alleges they went to pick it up from Respondent and was told they had to make their first tax payment and pay a towing fee, as well as obtain and pay for a full coverage insurance policy because the original insurance company dropped them. Complainant alleges that

totaled \$1,800 and they had 3 days to pay it. Complainant asked for more time and claims Respondent took the vehicle back. Respondent states Complainant has since taken possession of the vehicle. Respondent confirms Complainant had coverage under their insurance provider and they were dropped because the vehicle was stolen. Respondent notes they are not in control of the insurance provider's terms and procedures. Respondent towed the vehicle after it was stolen to evaluate it for any damage because it had been stolen and no longer was covered by the insurance. Respondent states the towing bill was higher than normal because it was a "dangerous situation," and the insurance provider sets their own rates. Respondent states Complainant was already due to pay the tax payment, as that was a predetermined due date unrelated to this event. Respondent worked with Complainant and extended the deadline for the payment of these costs. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**96. 2023055161 (ES)**

**Date Complaint Opened: 10/26/2023**

**First Licensed: 06/09/2022**

**Expiration: 05/31/2024 (Closed)**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a used vehicle from Respondent on 8/17/22 and alleges they have not received the title as of October 2023. Respondent closed their dealership and no longer has an active license. The surety bond information was sent to Complainant so they can file a claim to attempt to obtain the title. Counsel recommends closing and flagging this complaint.

**Recommendation: Close and flag**

**Commission Decision: Concur.**

**97. 2023055801 (ES)**

**Date Complaint Opened: 10/30/2023**

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

**Expiration: 02/28/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant cosigned with their daughter to purchase a used vehicle from Respondent and alleges the finance manager did not let them see the documents they were signing, signed documents on their behalf, swiftly went through all the documents and asked the daughter to sign certain documents that he did not sign. Complainant alleges the Retail Purchase Agreement included two charges that they were not aware of and did not approve – a \$990 windshield protection cost and a \$2,970 service contract. Complainant asked how they could cancel the products and proceeded to do so by contacting the support department by email. Complainant is awaiting notice that the products were cancelled and refunded to the lender. Complainant feels

Respondent was unprofessional towards them once they knew Complainant worked in finance. Respondent states they take compliance very seriously and notes they go through finance compliance training and certification prior to being in a position as finance managers. They must be re-certified every year. Respondent states they conduct business with the highest standards and completes the same process with sales paperwork every time a sale is made with every customer. Respondent states they remember this transaction very well and stated Complainant was challenging to work with, and notes he called them after the transaction and cursed at them. Respondent denies the allegations and fully explained all the products which Complainant chose to include in the purchase. Complainant provided a rebuttal and restated their position that Respondent engaged in deceptive tactics during this sale. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**98. 2023058551 (ES)**

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

**First Licensed: 07/09/2015**

**Expiration: 05/31/2025**

**License Type: Motor Vehicle Dealer**

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

Complainant purchased a vehicle from Respondent and submitted a negative Google review about the dealership after the purchase. Complainant alleges Respondent told them via text that they cancelled a dealer warranty that was provided with the vehicle purchase after speaking to them about the review they submitted. Complainant states there are issues with the vehicle that should be covered under the warranty. Respondent states Complainant still has an active warranty for 3 months/3,000 miles with a third party and encourages them to file a claim with the warranty company. Counsel asked Respondent why they texted Complainant and stated the warranty had been cancelled, and they stated they thought they were communicating with a different customer, and it was a mistake. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**99. 2023059871 (ES)**

**2023059861**

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

**First Licensed: 01/03/02006**

**Expiration: 12/31/2025**

**License Type: Motor Vehicle Dealer**

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

**2023059871**

Complainant purchased a used vehicle from Respondent on 10/26/23 and alleges the engine failed 11 days later. Complainant confirms they had access to the Carfax prior to purchase which indicated no major issues or damage, and a mechanic inspected it to find no engine problems. Complainant alleges they investigated further, to find that the previous owner traded in this vehicle because of engine trouble that was too expensive for them to fix and discovered by another dealer's service center. Complainant alleges the previous owner did authorize a new valve cover gasket and timing cover gasket to "mask the problem" and the vehicle was traded in to Respondent's sister dealership, who then passed it on to Respondent. Complainant confirmed they purchased the vehicle as-is without warranty, but states they only bought it because they didn't know about the major engine issue. Respondent stands behind the "as-is" sale of this vehicle but has agreed to buy back the vehicle from Complainant and their offer has been accepted. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**2023059861**

Complainant was interested in purchasing a truck that Respondent had advertised for sale on Autotrader for \$41,329 on 11/20/23. Complainant alleges the final price breakdown included an additional charge of \$998 for perma plate ceramic coating, which was supposed to be optional but Respondent allegedly refused to remove it. Complainant alleges Respondent further stated there would be a \$1,049 price increase if they did not finance it with the dealership. Respondent states they have two "addendum" products that are listed clearly on every vehicle for sale, which is explained in their disclaimer on their website. The perma plate is listed on every pre-owned and new vehicle for \$998 and their manufacturer protection package is listed on every new vehicle for \$599. The disclaimer reads "All vehicle specifications, prices and equipment are subject to change without notice. . ." Additionally if you click on a certain vehicle, a disclaimer pops up that states "price reflects financing with [dealership]. The advertised price will be higher if not financed with [dealership]. Price does not include the Protection Package or the cost of any dealer-installed accessories." The disclaimer also states there is an additional charge of \$1,049 if the customer chooses not to finance with the dealership. Counsel finds clear advertising violations because Respondent is trying to "disclaim" any advertised price by stating it can change at any time, and because Respondent is adding the following charges in addition to their advertised price in violation of Rule 0960-01-.12: perma plate fee, protection package fee, and fee for outside financing. Counsel recommends a \$250 civil penalty for these advertising violations.

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

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

**100. 2023059381 (ES)**

**Date Complaint Opened: 11/17/2023**

**First Licensed: 07/01/2009**

**Expiration: 06/30/2025**

**License Type: Motor Vehicle Auction**

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



Complainant states they purchased two vehicles through an online auction from Respondent on 6/17/23 and alleges they have not received the titles as of 11/17/23. Complainant was informed the titles were mailed together after inquiring in September so they were told it could take 45 days to get replacement titles. Complainant alleges they were told they could not get the titles in October, and they would need to take care of it themselves. Respondent states they made announcements that titles are ready for pickup the following Thursday after every auction. If they are not picked up and sits there for a period of time, Respondent verifies addresses for the purchasers and mails them out. Respondent states they told Complainant they could not get duplicates for them because the sellers could not get duplicates. Respondent printed copies of all necessary documents and certificates of ownership forms to fill out and take to their local county clerk. Respondent followed up by sending VIN verification letters once Complainant took everything to the county clerk. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**101. 2023021451 (ES)**  
**Date Complaint Opened: 06/11/2023**  
**First Licensed: 03/03/2004**  
**Expiration: 02/29/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent and immediately began experiencing mechanical issues. Complainant alleges Respondent knew about the issues and stated they would repair the issues. Complainant states Respondent gave them a rental vehicle and told them they would put them in another vehicle. Complainant alleges Respondent has not repaired the vehicle or followed through with their promises. Respondent states they had originally accepted partial payment for the vehicle with Complainant's promise to pay the balance by check at a later date. Complainant gave them the check but then put a stop payment on it when Respondent explained it would take some time to make the repairs. Respondent then rescinded the transaction and both parties were put back into their pre-deal positions. Complainant was able to drive the vehicle for almost 1,500 miles at no cost. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**102. 2023052521 (TH)**  
**Date Complaint Opened: 10/13/2023**  
**First Licensed: 07/07/2021**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

An inspection at Respondent's location was conducted on October 12, 2023. During the inspection, it was observed Respondent's dealership license was expired due to failure to renew. As such, a Notice of Violation was issued.

Respondent states they were under the belief their license had been renewed properly. Respondent explains while they had paid their renewal fee, the Commission had not received proof of Respondent's insurance and surety bond. Respondent states they had thought their CPA had taken care of it all and that there was nothing outstanding. Respondent has since provided the required documentation and received a copy of their updated license. Respondent states they apologize for the mistake, and will keep a closer eye on the matter going forward. Counsel recommends closing this complaint with a Letter of Warning reminding Respondent of the rules pertaining to unlicensed activity/license requirements.

**Recommendation: Letter of Warning reminding Respondent of the rules pertaining to unlicensed activity/license requirements.**

**Commission Decision: Concur.**

**103. 2023054311 (TH)**

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

**First Licensed: 05/09/2003**

**Expiration: 04/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2019 – One complaint closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).**

Complainant explains they purchased a vehicle for their spouse on May 25, 2023, from Respondent. Complainant states that vehicle was sold to them with a clean title and no issues. Complainant alleges, however, the vehicle was returned within two weeks to Respondent to have corroded tire rods replaced. Complainant states in September 2023, the vehicle was taken to a local repair shop, due to engine failures, and was determined at that time the vehicle had been in/under water. Complainant states they contacted Respondent in attempts to resolve the matter. Complainant states, however, Respondent failed to refund them or to replace the vehicle.

Respondent failed to answer the complaint. Respondent explains the reason for delay in response is the initial email requesting an answer to the complaint was sent to an address no longer in service. Respondent states when they sold the vehicle to Complainant, they were not aware of any damage to the vehicle at time of sale. Respondent explains at the time of complaint, Complainant had the vehicle for over four (4) months and, as such, they were unable to determine if the damage happened prior to the sale. Counsel recommends closure as there was no evidence discovered of any violations on behalf of Respondent.

**Recommendation: Close.**

**Commission Decision: Concur.**

**104. 2023056421 (TH)**

**Date Complaint Opened: 11/02/2023**

**First Licensed: 01/04/2022**

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

Complainant states in May 2022, they went to purchase a vehicle from Respondent. Complainant states during the process, the vehicle they wanted to purchase was “sold from under [them].” Complainant states Respondent then put them into a vehicle they could not afford but felt they had no option but to purchase. Complainant states they then fell behind on their payments due to personal life issues, and the cost of making repairs to the vehicle. Complainant states the vehicle was then repossessed on October 26, 2023. Complainant states they did not fight the repossession as they could not afford the vehicle. Complainant explains on October 30, 2023, they contacted Respondent requesting to “work something out” pertaining to having the repossession on their record. Complainant notes they were planning to surrender the vehicle anyhow. Complainant states, however, Respondent was rude to them and feel Respondent was openly discriminating against Complainant.

Respondent states the original loan date for the vehicle was March 21, 2022. Respondent explains a vehicle was not “sold out” from under Complainant, as they had no agreement for the vehicle and operate on a first come first served basis. Respondent states further Complainant was not forced to sign any contract nor purchase a vehicle. Respondent explains if Complainant did not like the vehicle, they were under no requirement to purchase the vehicle, and were able to test drive as many vehicles as desired. Respondent states Complainant had multiple opportunities to change their mind about the purchase, but choose to move forward with the sale at each junction signing a sales quote that was generated, a pre-close document, and a final closing document. Respondent states they have made repairs to the vehicle after purchase for Complainant at no cost. Respondent states the vehicle was repossessed on October 26, 2023, due to non-payment. Respondent explains Complainant then called the dealership on October 30, 2023, as Complainant had tried to purchase a vehicle from another dealership but was denied a loan. Respondent states Complainant request they change the repossession as reported to the credit bureaus from involuntary to voluntary. Respondent explains they informed Complainant they would be unable to do that, as it would be fabricating the status of a loan. Respondent states Complainant then got upset so Respondent ended the call. Respondent explains their associates have extensive training on discrimination, and that there is no merit to Complainant’s allegations. Counsel recommends closure as there was no evidence discovered of any violations on behalf of Respondent.

**Recommendation: Closure.**

**Commission Decision: Concur.**

**105. 2023057941 (TH)**  
**Date Complaint Opened: 11/10/2023**  
**First Licensed: 11/20/2019**  
**Expiration: 11/30/2023 (Closed)**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant states they purchased a vehicle from Respondent, but failed to receive their title. Respondent states they sent the title to Complainant via certified mail, and that the title was signed for. Respondent explains, however, Complainant states they never received the title. Respondent

states, as such, they applied for a duplicate title with the auction they purchased the vehicle from. Respondent confirmed once they received the duplicate it was provided to the relevant credit union. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**106. 2023058831 (TH)**

**Date Complaint Opened: 11/15/2023**

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

**Expiration: N/A**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent is selling vehicles at a gas station illegally. Complainant alleges Respondent is using Mississippi dealer tags.

An investigation was conducted. The investigator spoke with the owner of the gas station, who expressed they had no knowledge of anyone selling vehicles at the property nor did they sell any vehicles there. The investigator did not observe any vehicles listed for sale at the gas station. As such, Counsel recommends closure.

**Recommendation: Close.**

**Commission Decision: Concur.**

**107. 2023058881 (TH)**

**Date Complaint Opened: 11/15/2023**

**First Licensed: 04/20/2021**

**Expiration: 02/28/2023 (Closed)**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2023 – One complaint closed and flagged due to failure to provide title.**

Complainant states they purchased a vehicle from Respondent on May 30, 2022. Complainant explains they were supposed to receive their title within 45-days, however, Respondent has yet to supply the title at the time of their complaint, November 15, 2023. Complainant states Respondent has repeatedly told Complainant they were waiting for the title. Complainant explains, however, Respondent's number has now been disconnected. Complainant states they attempted to go Respondent's dealership, but explains the dealership was never open. Complainant was provided Respondent's surety information.

Respondent states they purchased the relevant vehicle and have been trying to get in touch with who they purchased it from to retrieve the title. Respondent explains, however, their efforts have been unsuccessful. Respondent states they have had no contact with Complainant because they believe the customers contact information had changed. Respondent states they are going to reach out to Complainant and "attempt to see if [they] can locate a title on vehicle."

An investigation was conducted. The investigator went to Respondent's listed address, and observed Respondent to be closed. The investigator spoke with the new business at the location who advised that Respondent has been closed since April 2023. As such, Counsel recommends closing and flagging this complaint, as well as referring the matter to the Department of Revenue to help Complainant with their title.

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

**Commission Decision: Concur.**

108.      **2023056591 (TH)**  
**Date Complaint Opened: 11/04/2023**  
**First Licensed: 09/01/1991**  
**Expiration: 11/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent's service department created an oil leak when repairing their vehicle. Complainant states they feel Respondent has not been responsive or honest in their statements.

Respondent explains Complainant had an inoperable vehicle with 180 thousand miles dropped off at Respondent's service department. Respondent states they were informed Complainant had purchased the vehicle in an inoperable condition, and had the vehicle towed to Complainant's home, where it had sat for approximately six (6) months. Respondent states according to their records, the vehicle had not been serviced since 2013. Respondent explains, as such, their service department had recommended a "lengthy list" of repairs. Respondent states, however, Complainant declined their recommendations and only requested repairs were the following "repaired the rodent damage, replaced a right-side downstream oxygen sensor, battery, wheel bearing (supplied by the customer)." Respondent states after the repairs were completed Complainant had concerns about the fuel tank being damaged during the repairs completed by Respondent. Respondent explains after going back and forth with Complainant over an extended period, Respondent decided to approve Complainant's refund request. Respondent states on November 17, 2023, they issued a cashier's check to Complainant for a refund in the amount requested. Counsel recommends closure, as there does not appear to be evidence of any violations on behalf of Respondent.

**Recommendation: Close**

**Commission Decision: Concur.**

109.      **2023056721 (TH)**  
**Date Complaint Opened: 11/06/2023**  
**First Licensed: 10/30/2020**  
**Expiration: 06/30/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

On November 2, 2023, an inspection was conducted at Respondent's dealership. During the inspection, the inspector observed a Bill of Sale indicating one of Respondent's salesperson sold a vehicle with an expired salespersons license. As such, Counsel recommends the Commission authorize assessing a \$500 civil penalty for Respondent's first violation of Tennessee Code Annotated § 55-17-110.

**Recommendation: Authorize assessing a \$500 civil penalty for Respondent's first violation of Tennessee Code Annotated § 55-17-110.**

**Commission Decision: Concur.**

**110. 2023055831 (ES)**

**Date Complaint Opened: 10/30/2023**

**First Licensed: 10/06/2022**

**Expiration: 09/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant alleges Respondent failed to return a \$200 refundable deposit after they did not purchase a vehicle they were interested in. Respondent failed to respond to this complaint, so an investigation was conducted. Respondent claimed they did not receive any mail or emails from the Commission despite the signed delivery receipt we received back with their signature on it. We also emailed a copy of the complaint and sent a copy of the complaint by regular mail prior to sending it via certified mail with a request for signature. Respondent has since refunded the deposit. Counsel recommends issuing a Letter of Warning for failure to respond to this complaint.

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

**Commission Decision: Concur.**

**111. 2023061261 (ES)**

**Date Complaint Opened: 11/30/2023**

**First Licensed: 05/18/2020**

**Expiration: 05/31/2024**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on 11/28/23 for failing to produce an active city and county business license. Respondent immediately contacted Counsel and provided proof of the active licenses. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**112. 2023057911 (ES)**

**Date Complaint Opened: 11/09/2023**  
**First Licensed: 05/20/2014**  
**Expiration: 06/30/2025**  
**License Type: Motor Vehicle Manufacturer/Distributor**  
**History (5 yrs.): None.**

Complainant purchased a vehicle from Respondent on 1/23/23 and alleges they paid \$6,000 for enhanced autopilot features that are not available as of 12/5/23. Complainant states Respondent has explained that the feature is under transition and under new developments but will be available soon. Complainant asked for a refund, but Respondent stated that any refunds must be requested within 48 hours of delivery of the vehicle. Respondent states that prior to Complainant's order date, their website set forth the proper disclaimers that the vehicle would not come equipped with ultrasonic sensors and instead would use a different feature. The website also disclosed the features that would be temporarily unavailable during this transition. Respondent confirms that a few features are temporarily unavailable but will be coming soon and restored via an over-the-air software update. Additionally, Complainant received and accepted a notification on 1/24/23 to acknowledge the transition of the features at issue before they could proceed with scheduling the delivery of the vehicle. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**113. 2023057811 (ES)**  
**Date Complaint Opened: 11/09/2023**  
**First Licensed: 11/09/2022**  
**Expiration: 10/31/2024**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant purchased a used vehicle from Respondent on 7/3/23 and traded in their vehicle. Complainant states they came in with their letter of financing knowing that their financing status was difficult due to a bankruptcy filed in 2019 that has a year left to pay off. Complainant was told Respondent would process financing once Complainant sent in the title to their trade-in vehicle and extra keys. Complainant alleges they were told to come back to the dealership to sign new paperwork on 9/4/23 and when they arrived, they claim no one knew why they were there, and nothing was completed. Complainant alleges they have received over 15 rejection letters for financing and financing has still not been secured. Respondent has since secured financing for Complainant and registration has been finalized. Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**114. 2023056231 (ES)**  
**Date Complaint Opened: 11/02/2023**  
**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 in December of 2022 and wanted assistance from them in communication with the extended warranty company regarding some mechanical issues. Complainant alleges the vehicle was sold in “faulty condition” and further claims Respondent blamed them for some of the issues. Complainant alleges Respondent was argumentative and combative during communications. Respondent notes that the warranty company has covered most of the repairs made to the vehicle in the last year which were near \$10,000. There had been a variance of around \$1,000 from the approved estimate for repairs and the amount that was going to be charged by a service center. Respondent had explained to Complainant that this issue was between them and the warranty company, although they try to help Complainant at that time. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**115. 2023057301 (ES)**

**Date Complaint Opened: 11/08/2023**

**First Licensed: 11/12/2008**

**Expiration: 10/31/2024**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2020 – 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 had received two temporary tags as of 11/8/23 due to a delay in receiving the title. Respondent states there was a significant delay in their ability to transfer and title this vehicle. There was a lien payoff that Respondent paid and they were “at the mercy of receiving the title from the lender.” While waiting for the title and lien release, Respondent encountered personnel changes within their title clerk position. Once Respondent received all of the state-required paperwork, they were able to facilitate the transfer and they registered the vehicle for Complainant on 11/9/23. Respondent apologizes for the delay and their inability to communicate this efficiently and properly to Complainant. Counsel recommends issuing a Letter of Warning for the delay in providing title and registration to Complainant.

**Recommendation: Letter of Warning for delay in title/registration**

**Commission Decision: Concur.**

**116. 2023057311 (ES)**



**Date Complaint Opened: 11/08/2023**  
**First Licensed: N/A (Unlicensed)**  
**Expiration: N/A**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant is a licensed dealer who alleges Respondent is engaging in unlicensed activity in their area. Complainant alleges Respondent is selling utility vehicles and what appears to be dirt bikes on Facebook and is not paying sales tax. An investigation was conducted. The investigator found multiple sport utility vehicles on Respondent's property but nothing with a registered tag or any vehicles required to be registered. Respondent confirmed the property was his residence and stated they do sell ATVs, UTVs, and some dirt bikes. Respondent was very cooperative and states they do collect sales tax and they are registered through the Department of Revenue for Sales and Use Tax as well as Business Tax. Respondent provided proof of these licenses. Respondent states they only provide titles to purchasers and notes that if they choose to modify the vehicles or drive them on the road, those individuals will need to apply for registration and comply with the requirements for roadway usage. Respondent has only sold three ATVs/UTVs since he began selling in May of 2023. Respondent stated he believed he was compliant with all rules for sales of these kinds of vehicles but if they need a dealership license, they are willing to comply and apply for one. Counsel recommends issuing a Letter of Instruction explaining the statutes and rules for selling motor vehicles and licensing requirements in case Respondent chooses to sell vehicles defined as "motor vehicles" and vehicles that will be used on the roadway.

**Recommendation: Letter of Instruction**

**Commission Decision: Concur.**

**117. 2023057501 (ES)**  
**Date Complaint Opened: 11/09/2023**  
**First Licensed: 01/03/2007**  
**Expiration: 02/28/2025**  
**License Type: Motor Vehicle Dealer**  
**History (5 yrs.): None.**

Complainant alleges Respondent has sold vehicles "out-of-trust to the standards of the state and the banks". Complainant alleges deals are delayed titling and registration because titles are held up. Complainant provides no further details or evidence to support these allegations and later requested to withdraw their complaint. Respondent states Complainant is a disgruntled former general manager who was terminated for their attempt to sabotage the business to force the owner to sell the dealership to them and their partners. There is no evidence of any violations and Counsel recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**118. 2023061941 (ES)**

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

**First Licensed: 03/01/2022**

**Expiration: 03/31/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant claims they were working for Respondent as a detailer in July 2023 and their truck had a mechanical breakdown. Complainant states Respondent offered to sell them a 1993 vehicle for \$1,900 so they could continue driving in to work. Respondent also offered to buy Complainant's vehicle after they mentioned being offered \$300 by someone else. Complainant alleges they have still not received the title to the vehicle as of December 2023. Complainant no longer works for Respondent and would like a refund or the title and needs to pick up their belongings and detailing equipment. Respondent states this is a complex situation. Respondent provided the text agreement stating that Complainant would provide the title to the vehicle that broke down which Respondent agreed to purchase. Complainant has refused to provide the title to that vehicle despite selling it to Respondent. Respondent agreed to sell a vehicle to Complainant with the stipulation that they would make payments while returning to work as a car detailer. After a few weeks, Complainant ceased all communication and started making false accusations and threats. Respondent states Complainant's behavior has always been erratic, and this is not the first time they have behaved this way and made unfounded accusations. Despite Complainant's behavior, Respondent mailed the title to the vehicle to Complainant's new address in North Carolina and did not include their belongings because they were told to "throw it in the garbage." Respondent provided screenshots of communications supporting their side of the story and has continued to try to resolve the matter, but Complainant has been hateful and threatening. Complainant rebuts Respondent's response but provides no evidence to support their allegations. Counsel finds no evidence of any violations and recommends closure.

**Recommendation: Close**

**Commission Decision: Concur.**

**119. 2023062541 (ES)**

**Date Complaint Opened: 12/08/2023**

**First Licensed: 04/27/1998**

**Expiration: 04/30/2024**

**License Type: Motor Vehicle Dealer**

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

Complainant states they were interested in purchasing a vehicle from Respondent but when they test-drove it two separate times, it was making a noise towards the rear end. Complainant alleges the cost of repairs was estimated at \$5,700 and they told Respondent they would purchase the vehicle, but at a price that would reflect the needed repairs. Complainant alleges they never heard back from Respondent but later saw it advertised for sale at a dealership with a similar name in Minnesota. Complainant alleges they asked the Minnesota dealer about the vehicle and were told it had no known issues. Complainant is disappointed that Respondent would not work with them despite their time invested in attempting to purchase it, and feels they are being dishonest. Respondent states their technicians did not find any problems with the vehicle and provided documentation of their inspection results. Respondent confirms they were not willing to sell the vehicle to Complainant for \$5,700 less than their advertised price. Counsel recommends closure.

**Recommendation:** Close

**Commission Decision:** Concur.

### **RE-PRESENTATIONS**

**120. 2022040571 (ES)**

**Date Complaint Opened:** 09/26/2022

**First Licensed:** 05/07/2019

**Expiration:** 05/31/2021 (Terminated)

**License Type:** Motor Vehicle Salesman

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

This matter is related to the complaint below, 2022039941. Complainant alleges unlicensed activity, as well as deceptive and fraudulent business practices by the Respondent. An investigation was conducted. The investigation revealed Complainant purchased a used vehicle from Respondent but the title has never been transferred into their name after more than a year. It has since been discovered that Respondent originally financed the vehicle from a dealership along with making a \$15,000 deposit, and then sold it to Complainant who paid Respondent in full with cash. Respondent never paid the original dealership for the vehicle so they repossessed it from Complainant. Respondent had led Complainant to believe they were going to purchase the vehicle sought after by Complainant from an auction after Complainant provided her with the money. Respondent held a salesperson's license and owned a dealership until it was sold in May 2020. It appears Respondent fraudulently created at least one temporary tag and provided that to Complainant to use after purchase. Complainant also filed a police report about this matter and the investigator spoke with the detective handling the matter. Respondent met with the investigator and admitted to the sale of the vehicle and the creation of the fake temporary tag, as well as selling a vehicle while holding themselves out to be a licensed dealer. Counsel recommends issuing a \$5,000 civil penalty for unlicensed activity.

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

**Commission Decision:** Concur.

**New Information:** Counsel has been unable to serve Respondent with the Consent Order by mail or email despite numerous attempts and research through a paid provider to attempt to obtain their residential address. Counsel requested that an investigator attempt to personally serve Respondent and although the investigator made contact with Respondent by phone, Respondent has refused to provide us with a valid mailing address. Respondent has not cooperated, and Counsel believes it will not be possible to serve Respondent with any documents as would be required if we pursued this matter at a formal hearing. Further, this matter is being handled by law enforcement and they have better resources to pursue a criminal matter like this one against someone who does not hold a license. Counsel recommends closing and flagging this complaint.

**New Recommendation:** Close and flag

**New Commission Decision: Concur.**

**121. 2023024791 (ES)**

**Date Complaint Opened: 05/23/2023**

**First Licensed: 12/02/2011**

**Expiration: 11/30/2025**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during inspection on 5/22/23 for failing to produce active county and city business licenses. Counsel recommends issuing a \$250 civil penalty for each expired license, for a total \$500 civil penalty.

Recommendation: Authorize a \$500 civil penalty for failure to produce active city and county business licenses

Commission Decision: Concur.

**New Information: Respondent has provided proof to Counsel that their city and county business licenses were active at the time of inspection. Counsel recommends closure.**

**New Recommendation: Close**

**New Commission Decision: Concur.**

**122. 2023031381 (ES)**

**Date Complaint Opened: 06/23/2023**

**First Licensed: 04/19/2022**

**Expiration: 03/31/2024 (CLOSED)**

**License Type: Motor Vehicle Dealer**

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

A Notice of Violation was issued to Respondent during an inspection on 6/23/23 for failing to comply with Rule 0960-1-.10 related to Business Hours requirements. The inspector had originally gone to the dealership on 5/8/23 at 1:15 pm to do the inspection and it was closed, with no hours of operation posted. The inspector went by again on 6/2/23 at 10:19 am and found it to be closed. The inspector called the business number and spoke to the owner who stated they were on vacation and would return the following week. The inspector called again on 6/5, 6/6, and 6/15 and left voicemails without getting a return call from Respondent. The inspector went to the dealership again on 6/16 at 12:15 pm and it was closed. The inspector sent an email to Respondent on 6/20/23 and has not heard back from them. Counsel notified the Director and the licensing division notified the Respondent that multiple attempts have been made by our inspector to complete the annual statutorily required inspection, but those attempts to date have been ignored. We left voicemails for Respondent to provide one last opportunity for them to comply with these requirements set forth by law, and to which they agreed to when applying for licensure, by contacting either our licensure division or the inspector directly to set up a time for inspection. We have not heard from the Respondent, therefore Counsel recommends cancelling and revoking the license.

Recommendation: Authorize revocation of the license

Commission Decision: Concur.

**New Information: Respondent has closed their business and no longer has an active license. Counsel recommends closing and flagging this complaint in case Respondent attempts to get another license.**

**New Recommendation: Close and flag**

**New Commission Decision: Concur.**

**123. 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.**

**124. 2023040761 (ES)**

**Date Complaint Opened: 08/21/2023**

**First Licensed: 10/15/1998**

**Expiration: 09/30/2025**

**License Type: Motor Vehicle Dealer**

**History (5 yrs.): 2018 – One complaint closed with letter of warning for failure to deliver title in a timely manner. 2021 – One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.**

Complainant purchased a used vehicle from Respondent on 3/23/23 but alleges they have not received their tag and registration as of 8/21/23. Respondent issued a dealer tag after the second temporary tag expired. Complainant states they used that dealer tag for a little over one month. Respondent has since provided confirmation that the tag and registration has been provided to Complainant and stated the delay was due to the lienholder changing and needing to get a duplicate title. Counsel recommends issuing a \$500 civil penalty for using a dealer tag for longer than allowed by law and failing to provide the title and registration in a timely manner. Respondent has already been assessed a Letter of Warning and a civil penalty for similar issues related to a timely title and registration.

Recommendation: Authorize a \$500 civil penalty for failure to issue title and registration in a timely manner

Commission Decision: Concur.

**New Information**: Respondent's attorney contacted Counsel after they received the Consent Order and was able to provide new information. Complainant's allegation that they used a dealer tag was not accurate. In contrast, once the second temporary tag expired, Respondent offered a loaner vehicle or to pay for a rental vehicle which Complainant rejected because they are an Uber driver. Uber would not allow Complainant to operate a loaner vehicle or a rental vehicle. Due to the new information obtained and Respondent's compliance with the temporary tag limits, offers to Complainant, and the fact this complaint has been resolved, Counsel recommends closure.

**New Recommendation**: Close

**New Commission Decision**: **Concur.**

**125. 2023024411 (ES)**

**Date Complaint Opened: 05/21/2023**

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

**Expiration: 08/31/2024**

**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.**

Complainant purchased a used vehicle from Respondent on 3/11/23 and alleges Respondent failed to deliver title/ registration. Respondent alleges the title to the vehicle was in his car which was broken into, and the title was stolen. Respondent claims to have hired a company to get a duplicate title on 5/17/23 but at the time of the investigation in mid-July, no title had been provided to Complainant. Respondent has issued two temporary tags to the vehicle. Counsel recommends issuing a \$1,000 civil penalty for false, fraudulent and deceptive acts for failing to provide title to the vehicle and failure follow up with the consumer about when they can expect their title. As of late August, Complainant has not heard from Respondent. Respondent has already been issued a Letter of Warning for failing to timely provide title to a vehicle this year.

Recommendation: Authorize a \$1,000 civil penalty for failure to provide title

Commission Decision: Concur.

**New Information: Respondent has provided proof that they applied for a duplicate title and provided the title to Complainant and the vehicle was registered. Further, Respondent has provided a copy of the police report which proves they were not at fault regarding the delay in providing title and registration. Because this matter has been resolved and Respondent has provided new information supporting their statements, and Respondent complied with the temporary tag limits, Counsel recommends closure.**

**New Recommendation: Close**

**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 Barker.**

**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**

Nothing to Report

**RULES COMMITTEE**

Nothing to Report

**AUDIT COMMITTEE**

Nothing to Report

**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 Jackson. Chairman Roberts called for a voice vote.

**MOTION PASSED**

MEETING ADJOURNED