

MINUTES

July 26, 2022



**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: July 26, 2022

PLACE: Room 1-A, Davy Crockett Tower

PRESENT: Commission Members:

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

ABSENT: Christopher Lee
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 look over the agenda. Commissioner Jackson made a motion to adopt the Agenda, Seconded by Commissioner Vaughan. Chairman Roberts called for a voice vote.

VOICE VOTE

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

MOTION CARRIED

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

VOICE VOTE

John Barker	YES
Sandra Elam	YES
Victor Evans	YES
Jim Galvin	YES
Nate Jackson	YES
Karl Kramer	YES

Ian Leavy	YES
Debbie Melton	YES
Stan Norton	YES
Eleni Speaker	YES
Farrar Vaughan	YES
Charles West	YES
John Roberts	YES

MOTION CARRIED

SALESPERSON/DEALER APPLICATIONS APPEALS

Car County, LLC – Billy Marks (Owner)

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

ROLL CALL VOTE

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

MOTION CARRIED – LICENSE DENIED

Amelia Bice
Battlecreek Powersports, Jasper, TN

Chairman Roberts requested appeals of salespersons applications which were previously denied by the staff to be heard by the Commission for their review and consideration. After

some discussion, Commissioner Jackson moved to grant the license, seconded by Commissioner Vaughan.

ROLL CALL VOTE

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

MOTION CARRIED – LICENSE GRANTED



Executive Director’s Report
 July 26, 2022

Since the last Commission meeting in April 2022, the following activity has occurred:

<u>Meeting</u>	<u>Last</u>
<u>Dealers Opened, or Relocated (Last Quarter)</u>	65 57
<u>Applications in Process</u>	29 28

Active Licensees as of July 25, 2022

Dealers.....	3494	3515
Auctions.....	28	29
Distributors/Manufacturers.....	141	138
Salespeople.....	15,577	15,650
Representatives.....	544	532
Dismantlers.....	226	230
RV Dealers.....	46	46
RV Manufacturers.....	81	80
Motor Vehicle Show Permits.....	2	3

Complaint Report- Opened Complaints from May - Present

Number of Complaints Opened.....	87
Number of Complaints Closed.....	102

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

Vehicles Reported Sold in 2021.....	1,305,782
Recreational Vehicles Reported Sold in 2021.....	23,984
Total Online Annual Sales Report Collected.....	3033
Late Annual Sales Report Collected	946

Total revenue from Late Annual Sales Report collection: \$94,600

Average Performance Metrics

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

MVC Customer Satisfaction Rating May 2022 - Present

Quarterly Satisfaction Rating.....97%

Disciplinary Action Report April 2022 – June 2022

Total to be collected.....\$15,100

Online Adoption Across All Professions

- 93% online adoption for New “1010” Applications across all Professions available as of July 19, 2022.

Administrative News

As an update, though we hired a new Administrative Asst to fill our open position, it appears our efficiency convinced the Administration that we could continue to provide our excellent customer service with existing resources. Therefore, we gave up our additional employee to another program in desperate need of assistance. As expected, our team has risen to the challenge and continues to serve the customers of the Motor Vehicle Commission both efficiently and effectively. I continue to be impressed with their dedication daily and I am more than privileged to work them.

Outreach

We continue to look for ways to reach our customers specifically in those counties deemed distressed by the Administration. Last week we participated in a teleconference with several other programs in an open discussion with the Mayor of Bledsoe County. This meeting was informational and provided insight to this county’s local administration. We believe these types of interactions will continue.

Jason and I attended the County Officials annual conference in Gatlinburg back in May and had the opportunity to network with our various County Clerks. This was the first in person conference since the pandemic and we were well received by the crowd. We made some personal contacts which have proved useful over the last several months in monitoring both title issuance and enforcement.

We have issued several email blasts to our dealers on EZ Tag changes implemented by the legislature and new title costs. Additionally, we released an email notice to both dealers and consumers to beware of online sales. We, along with the Attorney General’s office, have received an increase in complaints specific to Vroom and other online sales platforms. Links to that notice may be found on the website.

We are preparing to play a pivotal role at NAMVBC’s (National Assn of Motor Vehicle Boards and Commissions) upcoming annual convention in September to be held at Opryland Hotel. We hope to make and solidify some national contacts for monitoring the industry and its changes on a national level.

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 Barker.

VOICE VOTE

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

MOTION CARRIED



STATE OF TENNESSEE

DEPARTMENT OF COMMERCE AND INSURANCE

OFFICE OF LEGAL COUNSEL

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DAVY CROCKETT TOWER, 12TH FLOOR

NASHVILLE, TENNESSEE 37243

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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: July 26, 2022

SUBJECT: MVC Legal Report

1. 2022006011 (TH)

Date Complaint Opened: 02/15/2022

First Licensed: 05/23/2019

Expiration: 03/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent in April 2021. Complainant states they later went to trade the vehicle in and were informed by the new dealership that the vehicle actually had a rebuilt title. Complainant states they were never informed of the rebuilt title by Respondent and feel as though they have been scammed.

An investigation was conducted. However, Complainant was not compliant with the investigation and did not provide the requested documentation to the investigator. Complainant only expressed to the investigator that they were no longer living in Tennessee. Respondent denied any misconduct on their end to the investigator. Respondent provided the investigator with the deal file for the car in question. The deal file included the signed Disclosure of Rebuilt or Salvage Vehicle form. The investigator observed all required documentation in the deal file.

Based on the evidence in the supporting records collected in the deal file, and Complainant's lack of involvement in the investigation, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

2. 2022006671 (TH)

Date Complaint Opened: 02/19/2022

First Licensed: 01/22/2019

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on July 12, 2021. Complainant alleges when they got home the vehicle began to have a lot of issues and warning lights come on. Complainant states their two major concerns are the third-row seat belts were “busted” and too “rusted” to work, and that there are leaks around the vehicle which cause the vehicle to flood whenever it rains. Complainant states they have brought all their concerns to Respondent’s attention and have not been able to get a direct answer from Respondent. Complainant states they feel like they are getting the run around from Respondent, and their vehicle’s warning lights have been going on and off since they purchased the vehicle.

Respondent states they fixed the third-row seatbelts and offered to seal up the sunroof. Respondent alleges there were no warning lights on the vehicle. Respondent states they still made these repairs despite the fact they had no duty to repair these things for Complainant as the vehicle was purchased “as-is.”

An investigation was conducted. Respondent stated to the investigator that a few months after purchase Complainant contacted them complaining about the back seatbelts not working and the sunroof leaking. Respondent informed the investigator at that point they requested for Complainant to bring in the vehicle. Respondent stated they agreed to fix the seatbelts and would replace any damaged carpets, but that they were unable to find a leak. Respondent provided the deal file to the investigator. The deal file included the required “as-is” no warranty buyers guide paperwork signed by Complainant. The investigator states after leaving the dealership, they requested a Vehicle Information Report to see if the vehicle had a salvage title or had been in an accident. However, they could not find anything in the history showing the vehicle had been salvaged or had a history of any issues. Since the vehicle was purchased “as-is”, and it appears all required documentation was signed and provided, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

3. 2022002961 (TH)

Date Complaint Opened: 01/26/2022

First Licensed: 03/04/2011

Expiration: 02/28/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2019 – One complaint closed without action. 2018 – One complaint closed with \$500 civil penalty for failure to deliver title. 2016 – One complaint closed with \$500 civil penalty for deceptive business practices and four complaints closed without action. 2021 – One complaint closed with letter of warning for deceptive business practices. One complaint closed with \$1,500 civil penalty for issuing more temporary tags than allowed.

Complainant states they purchased a vehicle from Respondent on July 19, 2021. Complainant alleges they were told they had had to purchase certain insurance products prior to being able to leave the dealership. Complainant states they felt “coerced” into purchasing the insurance products, and like they had to purchase them. Complainant states despite paying in full for the purchase they did not receive any detailed information regarding the purchase of the insurance products. Complainant alleges Respondent engaged in deceptive business practices throughout the purchase process.

An investigation was conducted. Complainant did not respond to the investigator’s multiple requests and did not participate at all in the investigation. Respondent explained to the investigator Complainant purchased the insurance on their own and had multiple times to deny the coverage. Respondent stated Complainant was not coerced into purchasing the insurance, rather, Complainant made the decision to purchase the insurance with their vehicle.

Based on Respondent's explanation to the investigator, and Complainant's lack of involvement in the investigation, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

4. 2022009381 (TH)

Date Complaint Opened: 03/08/2022

First Licensed: 10/26/2021

Expiration: 10/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states on February 2, 2022, they purchased a used vehicle from Respondent. Complainant states they paid for the vehicle in cash but have not been provided the title. Complainant alleges the title was supposed to be mailed to them but as of the date of their complaint, March 8, 2022, they have not yet received it. Complainant states when they arrived home with the vehicle it was determined there were faulty front brakes, faulty power steering, and an exhaust leak. Complainant also alleges there was front-end damage on the vehicle which was "willfully concealed." Complainant alleges the vehicle was later rendered not safe for the road by a State Inspection Site.

Respondent alleges the vehicle in question had a clean title and was not a rebuild. Respondent states the vehicle was sold "as-is" and no warranties were given. However, they did not provide any documentation with their response. Respondent states they

mailed the title to the Complainant.

An investigation was conducted. The investigator spoke with Respondent and received a copy of the deal file for the vehicle in question. The investigator states Respondent was cooperative and provide them with all requested information. Respondent provided a bill of sale, an Odometer Disclosure Statement, an “as-is” no warranty form, a Buyer’s Guide, and a Tennessee Dept of Revenue multipurpose form. Respondent provided all signed required documentation demonstrating the vehicle was sold as-is without warranty. Respondent provided the investigator with messages from Complainant expressing their feelings that “the vehicle runs and drives excellent.” Respondent states they did not know of any issues when they sold the vehicle nor did the auction inform them of any issues when they purchased the vehicle. Respondent states they previously mailed Complainant a copy of the title. Respondent states they did not save another copy of the title but were able to obtain an additional copy of it from the Auction for the investigator after the complaint was filed. Respondent stated they would give this copy of the title to Complainant if needed. There was no actionable evidence discovered of any fraudulent acts by Respondent.

Based on the vehicle being properly sold “as-is,” and the Respondent’s explanation to the investigator, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

5. 2022010161 (TH)

Date Complaint Opened: 03/14/2022

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent, who lives in a residential neighborhood, is selling cars from their front yard. Complainant states Respondent doesn't have their dealer's license and has his yard set up as a car lot.

An investigation was conducted. The investigator went and spoke with Respondent. Respondent expressed they were in the process of applying for a license and opening a dealership. Respondent expressed to the Investigator that they have only sold two vehicles in the past year and do not plan to sell anymore until they are licensed. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: Issue a Letter of Instruction.

6. 2022009931 (TH)

Date Complaint Opened: 03/12/2022

First Licensed: 11/28/2018

Expiration: 11/30/2020 (Expired)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they tried to obtain a title to the vehicle they purchased from Respondent. Complainant states the vehicle has a lien from Respondent. Complainant states they went to prison and when they got out and attempted to register the vehicle they could not because they were unable to get in touch with Respondent. Complainant states they believe Respondent is closed.

An investigation was conducted to see if Respondent was still open. On April 11, 2022, the investigator visited the address of Respondent to see if they were still operating. The investigator observed Respondent was no longer open at that location. The investigator noted the parking lot was empty, the office space seemed to have a boutique inside of it, and there were no signs of a car dealership. The investigator additionally noted there is no remaining signage from Respondent. The investigator also additionally attempted to contact Complainant, but never got a response from them. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

7. 2022012481 (TH)

Date Complaint Opened: 03/29/2022

First Licensed: 01/18/2006

Expiration: 01/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant alleges the vehicle they purchased began to have problems two days after purchase. Complainant alleges they avoided driving the vehicle until their mechanic could look at it. Complainant states their mechanic found there were a lot of intensive issues with the vehicle, and that it was close to a “major breakdown.” Complainant states they drove it the next day, it was having a difficult time accelerating so they requested for Respondent to come to pick up the vehicle. Complainant states Respondent picked it up and informed them they had caused irreversible damage to the transmission, and that they would be responsible for half the cost. Complainant states they did not even put fifty miles on the vehicle, so they want a full refund.

Respondent states the vehicle did not have any issues prior to Complainant driving it. Respondent alleges Complainant caused the issues with the vehicle by them continuously trying to drive the vehicle after all the fluid had leaked out Respondent

states, they offered to split the cost of repair with Complainant but were not offering a refund as they believe it was Complainant's fault.

Respondent agreed to repair the vehicle and cover half the costs. Respondent states they repaired the vehicle and expressed to Complainant the vehicle was repaired, and ready for pick up. Respondent states, however, Complainant did not pick up the vehicle. Respondent states Complainant is still making payments on the vehicle, and while they are not willing to refund Complainant, they will still honor their 50/50 repair cost agreement.

An investigation was conducted. During the investigation, the deal file was obtained. The deal file contained a Bill of Sale which included language in part stating the vehicle was being purchased "As-Is-WITH ALL FAULTS." However, the Buyers Guide was also checked and marked for a Dealer Limited Warranty that read in part that the dealer will pay 50% labor and 50% of the parts for the covered systems that fail during the warranty period.

The duration of the warranty was for 7 days or 300 miles. The Buyer's Guide had a signature of the buyer that was dated February 7, 2022.

Counsel recommends assessing a \$500 civil penalty under T.C.A. § 55-17-114(b)(1)(K) for giving Complainant a 50/50 warranty while simultaneously stating that the vehicle was being purchased "as-is" with no warranty, which is fraudulent and deceptive to the consumer.

Recommendation: Counsel recommends assessing a \$500 civil penalty under T.C.A. 55-17-114(b)(1)(K).

Commission Decision: Issue a Letter of Warning.

8. 2022011051 (TH)

Date Complaint Opened: 03/21/2022

First Licensed: 01/08/2013

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2020 – One complaint closed with \$2,750 agreed citation for possession of open titles and for failure to produce business records.

Complainant states they placed a down payment on a vehicle from Respondent. Complainant alleges Respondent told them the vehicle had been in a minor accident and had the bumper repaired but ensured them the title was clean and there were no issues. Complainant states, as such, they put down a \$1,500 deposit so they could get the vehicle the following week. Complainant states after leaving the dealership, they contacted their bank with the VIN number so that they could get the loan amount for the vehicle. Complainant states the bank then informed the VIN number shows the vehicle has a salvaged title and was sold at auction. Complainant states, because of this they attempted to get their deposit back from Respondent as they would not be moving forward with the sale. Complainant states they were denied a refund by Respondent.

Respondent alleges the vehicle was not formally totaled and has a clean title. Respondent states the vehicle had minor damage previously that had been repaired. Respondent states their down payments are non-refundable, and that Complainant was aware of and agreed to this policy. Respondent provided a copy of the title of the vehicle which evidenced the title was not branded. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

9. 2022011931 (TH)

Date Complaint Opened: 03/25/2022

First Licensed: 06/06/2005

Expiration: 05/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges the vehicle they purchased from Respondent began to have issues after purchase. Complainant states they attempted to get Respondent to repair the vehicle but were unable to get a resolution.

Counsel reached out to Complainant for an update. Complainant states they went to get a second and third opinion on the vehicle, and they learned a water pump dowel had shaken loose and damaged the timing belt inside the engine. Complainant states they are currently working with a lawyer.

Respondent is currently closed, and they were purchased by another dealer. Respondent states the new dealer took over all their business, and they should deal with all complaints. As such, Counsel recommends closing and flagging this complaint, and opening a complaint for the new operating dealer.

Recommendation: Close and Flag this complaint. Additionally, Counsel recommends opening a complaint against the new operating dealer to get an update on how they are approaching the issue.

Commission Decision: CONCUR.

10.2022012691 (TH)

Date Complaint Opened: 03/30/2022

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dismantler/Recycler

History (5 yrs.): None.

This was an administratively opened complainant. The complaint states possible unlicensed activity was reported for Respondent. An investigation was conducted. The investigation determined there was no evidence of unlicensed activity. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

11.2022010461 (TH)

Date Complaint Opened: 03/16/2022

First Licensed: 12/05/2003

Expiration: 10/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states the complaint is about the vehicle they had towed into Respondent's dealership on February 28, 2022, to have the ignition switch replaced. Complainant alleges on March 1, 2022, Respondent assured them their vehicle would get diagnosed the same week of drop off. Complainant states on March 4, they received a call from Respondent stating they would email Complainant a high mileage form, sign, and send back before they could start. Complainant states, however, they had not received the email after a few days, so they reached out to Respondent on

March 9 to get the paperwork. Complainant states, nevertheless, they had not heard back by the 10th so they went out to the dealership and allege no one could give them any information about their vehicle. Complainant states, as such, they spoke with the person handling their vehicle and were promised the vehicle would be checked and they would reach out to Complainant. Complainant states they soon received a call from Respondent who informed Complainant the converters were missing off their vehicle. Complainant states they do not believe the converters were missing before it was at Respondent's dealership. Complainant states Respondent expressed to them they do not believe the converters were on the vehicle when it arrived, and they do not believe they are liable. Complainant states they reached out to the general manager and are waiting to hear back from them.

Respondent states a repair order was generated on March 1, 2022, after the vehicle was towed to their dealership on February 28, 2022. Respondent states Complainant's vehicle had 264,304 miles on it, so they were requiring Complainant to sign documentation related to the high mileage reading on the vehicle's odometer, along with a service repair order and other documentation related to the service visit. Respondent states they sent the documentation to Complainant via DocuSign technology, but states for some reason unknown to them Complainant was not able to sign the documents electronically. Respondent states they believe this is why Complainant came to their dealership to handle the paperwork. Respondent states on March 7, Complainant came to them seeking an update on the status of their vehicle. Respondent states, however, the vehicle had yet to be inspected but they were planning on starting that week. Respondent states they did honor their promise from their March 7 conversation with Complainant and inspected the vehicle on March 11, 2022. Respondent states at the point of inspection they realized the converters were taken off of the vehicle. Respondent states they informed the Complainant of this discovery and encouraged them to file a claim with their insurance company.

Respondent states they are not aware of where Complainant's vehicle was before it was towed to their dealer, but they are confident they were diligent in protecting both their property and their customer's property. Respondent states they exercise care to protect vehicles on their property, and they are confident that based on their security system the converters were not removed from their property. Respondent states Complainant has since come unannounced and picked up the vehicle from Respondent, and had it brought to another dealership. Respondent states they have since reached out to Complainant and offered to make a deal with them about the repairs, and expressed they have the parts in. However, Respondent states Complainant expressed to them they are going to get their repairs at another

dealership. Respondent states Complainant can contact them, and they will do all they can to help.

Recommendation: Close.

Commission Decision: CONCUR.

12.2022011991 (ES)

Date Complaint Opened: 03/25/2022

First Licensed: 01/04/2017

Expiration: 12/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity.

Complainant alleges Respondent refused to offer vehicle at advertised price and ran a credit check without consent. Respondent admits that the internet pricing was not up to date because it did not include a market adjustment. Respondent states the MSRP is auto-populated by the manufacturer but assures the Commission this will be fixed, and states they will remove pricing from their website and for vehicles with pricing, they will honor the advertised price going forward. Counsel recommends issuing a \$250 civil penalty for this advertising violation.

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

Commission Decision: CONCUR.

13. 2022014341 (ES)

Date Complaint Opened: 04/11/2022

First Licensed: 07/15/2021

Expiration: 06/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they test drove a vehicle at Respondent's dealership but did not purchase it. Complainant further states their husband received an email a few days later expressing they had a new SiriusXm trial account linked to the vehicle. Complainant could not get any assistance from SiriusXm. Respondent states they have a partnership with SiriusXm and provide free trials as a complimentary service for anyone who purchases a vehicle from them. Respondent explains that the vehicle and Complainant were erroneously input as a "sold customer" during the course of the test drive. Respondent's computer systems send a file each night to SiriusXm and this error crossed over to them. Respondent apologizes for the inconvenience and notified SiriusXm to promptly remove the vehicle and customer from their database. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

14. 2022016961 (ES)

Date Complaint Opened: 04/11/2022

First Licensed: 07/15/2021

Expiration: 06/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is a resident of Pennsylvania who purchased a used vehicle from Respondent in March. Complainant is alleging that the Respondent sold this car with multiple issues and misrepresented the vehicle's condition. Respondent states the vehicle was sold as-is but they did pay for repairs of over \$1,900 after the sale. Respondent is continuing to work with Complainant and Counsel recommends closure.

Recommendation: Close.

Commission Decision:

15.2022004881 (ES)

Date Complaint Opened: 02/08/2022

First Licensed: 08/11/2016

Expiration: 07/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): 2018 – One complaint closed with \$500 civil penalty for failure to use rebuilt disclosure form. 2019 – One complaint closed with \$1,000 civil penalty for selling a salvage vehicle before obtaining a rebuilt title.

Complainant purchased a vehicle from Respondent and states they hand delivered a check from their lender to Respondent for payment in full. Complainant alleges Respondent never paid off the vehicle. An investigation was conducted. The investigation revealed Complainant does not want to pursue the complaint and they state this matter has been resolved to their satisfaction. Respondent states the first check they sent to the lienholder was sent to the wrong address, the second check was the wrong amount and the third check was correct but the lienholder sent it back because by that time, Respondent had paid Complainant directly to pay off the loan.

The lienholder has still not sent the title to Respondent. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

16.2022005301 (ES)

Date Complaint Opened: 02/10/2022

First Licensed: 12/09/2020

Expiration: 10/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant asked Respondent to purchase a vehicle for them and gave Respondent \$11,940 on 12/22/21 to pay for the chosen vehicle in full. Complainant alleges they have not received the vehicle or their money back as of 2/10/22. Respondent has failed to respond to the complaint so an investigation was conducted. Respondent told the investigator this matter has been resolved. Respondent confirmed Complainant approached them about purchasing a branded title 2018 vehicle from Co-Parts online auto auction. Respondent was unable to secure the purchase of the vehicle at auction and admits they did not give Complainant a full refund of the amount provided for the purchase. Respondent stated that Complainant owed him almost \$6,000 on the taxi cab that Respondent has rented to him over the last year. Respondent refunded the remaining amount to Complainant, to total just over \$6,000. Respondent's and Complainant's agreement was strictly verbal and there is no evidence of the transactions.

Recommendation: Letter of Warning for failure to respond to the Commission

Commission Decision: CONCUR.

17.2022008981 (ES)

Date Complaint Opened: 03/04/2022

First Licensed: 12/09/2020

Expiration: 10/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A Notice of Violation was issued to Respondent during inspection on 3/3/22 for failing to present an active county business license. Respondent has since provided a copy of the business license showing it was active at the time of inspection. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

18.2022009761 (ES)

Date Complaint Opened: 03/10/2022

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 purchased a vehicle from Respondent and filed this complaint after not receiving their title after 40 days. Respondent has since provided the title to Complainant and the dealership is now closed. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

19.2022011531 (ES)

Date Complaint Opened: 03/23/2022

First Licensed: 06/27/2002

Expiration: 06/30/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from another dealership in July of 2021 and after having issues, had the vehicle towed to Respondent to be inspected. Complainant had a warranty and ended up needing a new engine, so Respondent performed the repairs and replaced the engine under warranty. Complainant alleges Respondent caused damage to the vehicle while in their care and claims they admitted fault. Respondent denies any fault and provides a detailed timeline and account of this situation. The vehicle ended up catching on fire and was totaled some time after repairs. Respondent assisted Complainant substantially by not charging her for the \$3,214 in rental charges incurred by providing the loaner vehicle. Complainant also was reimbursed by their insurance company for the vehicle in the amount of almost \$12,000. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

20.2022012671 (ES)

2022013421

2022021181

Date Complaint Opened: 03/30/2022, 04/05/2022, 05/23/2022

First Licensed: 10/16/2015

Expiration: 08/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2022012671

Complainant purchased a vehicle from Respondent on 2/12/22 with an advertised 7-day return or swap policy. Complainant alleges they called on 2/12/22 to set up a swap but later that week, Respondent had a glitch in their system and lost the vehicle Complainant wanted. Complainant alleges further glitches and “red flags” continued when trying to swap the original vehicle and they decided to cut ties with Respondent. Complainant alleges Respondent threatened to hold their deposit of almost \$15,000 for up to 60 business days but Respondent did refund the loan amount of \$23,000 to the bank immediately. Complainant alleges Respondent has not picked up the vehicle or refunded the deposit at the time this complaint was filed on 2/22/22.

Respondent confirms that Complainant called the same day they received the vehicle to swap it because they were concerned with an oil leak. Respondent admits their system did not catch that another customer had already been approved to purchase the vehicle Complainant wanted because it happened very close in time, so they offered a \$500 price reduction on another vehicle. They also allowed Complainant an additional 4,000 miles to put on the vehicle purchased until they found another to

swap. Respondent confirms Complainant ultimately decided to cancel the purchase of a replacement vehicle (swap). Respondent left Complainant a voicemail on 2/24/22 to explain the return process and that he could expect the refund in 5-7 days. The vehicle was returned to Respondent on 2/26/22 and Complainant received their refund on 3/1/22. Counsel recommends closure.

Recommendation: Close.

2022013421

Complainant purchased a vehicle from Respondent on 1/22/22 and alleges Respondent mistakenly applied for a title as a first lienholder despite Complainant paying for the vehicle in full with a check from his own bank. Complainant feels Respondent's representatives were inefficient and disingenuous over the phone concerning this issue. Further, Complainant takes issue with the fact Respondent estimated he would receive the corrected title on or about 4/27/22. Respondent explains that Complainant placed the order for the vehicle on 1/17/22 and chose to finance it at that time. Complainant then changed his mind on 1/20/22 and decided to pay for the vehicle in full at the time of delivery. Due to a technical error, the incorrect registration packet was signed with Complainant's original order which indicated financing through Respondent. Respondent mailed the permanent plate and registration to Complainant on 2/16/22. After Complainant notified Respondent of the error, Respondent mailed him a lien release along with a detailed letter with an apology and instructions on how to obtain a duplicate title, and how to submit any receipts in the case he must pay any fees for the new title so he can be reimbursed by Respondent. Counsel recommends closure.

Recommendation: Close.

2022021181

Complainant purchased a vehicle from Respondent on 4/2/21. Complainant explains that Respondent did not receive their down payment from their Paypal account because that account was hacked. Complainant notified Respondent about this problem and was told they could call and pay with their debit card. Complainant

ultimately paid the down payment online through Respondent's vendor and sent a screenshot of the receipt of payment to Respondent. Complainant alleges they had to call Respondent multiple times and the situation was never noted properly in their account. Complainant still had not received a permanent tag and was told it was because they defaulted on their down payment. Complainant claims Respondent did not receive the entire down payment from the vendor. Further, Respondent was going to come get the car.

Respondent states they notified Complainant that the down payment transaction failed on 4/5/21 and the \$3,700 needed to be paid. Complainant made a payment of \$300 to the online vendor, Respondent's loan servicer. That left a \$3,400 balance still owed. On April 12, Respondent emailed Complainant to provide clear guidance on how the down payment needed to be submitted to satisfy the contractual requirements, and laid out two different ways the payment could be handled. The email clearly stated the down payment would not be accepted at this point if submitted through the loan servicer. Despite the instructions, Complainant paid \$2,900 to the loan servicer, not to Respondent. This amount went straight to Complainant's multiple unpaid monthly payments. As such, Respondent was unable to request the funds to be transferred back to them because it would have placed Complainant five months past due on monthly payments. The vehicle was repossessed on 4/21/22. On 4/22/22, Respondent again notified Complainant that they needed to satisfy the outstanding down payment and pay any repossession fees in order to recover the vehicle. Complainant has not made any attempts to satisfy the balance to recover the vehicle. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

21.2022013171 (ES)

Date Complaint Opened: 04/01/2022

First Licensed: 05/26/2011

Expiration: 05/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2017 – One complaint closed with letter of warning for advertising violation. 2019 – Two complaints closed with letter of warning for engaging in false, fraudulent, or deceptive practice(s).

Complainant purchased a vehicle from Respondent in March of 2021 and states they had a terrible customer service experience and claims Respondent failed to make sure they got a handicap tag/registration. Complainant further alleges Respondent has failed to provide her with a refund for overages collected at the time of purchase. Respondent states they explained to Complainant that because she could not provide an existing handicap tag/registration at the time of purchase, they could not transfer the license plate and Complainant would need a new one. Complainant signed all the documents which stated Respondent would be getting a new tag and registration. Respondent states they explained many times the specific items needed from Complainant to complete the process of getting a handicap plate based on the county clerk's office requirements. Respondent attempted to obtain the required documents from Complainant multiple times in order to satisfy the handicap plate requirements but eventually processed the paperwork for a standard plate. Respondent explained to Complainant that she could take the new plate to the clerk's office with the required documentation that she failed to provide to Respondent in order to switch to a handicap plate. Respondent was unaware that Complainant did not receive the first refund check so they put a "stop payment" on it and issued a new check which was mailed to Respondent. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

22.2022012011 (TH)

Date Complaint Opened: 03/25/2022

First Licensed: 04/06/2017

Expiration: 03/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2019 – One complaint closed with \$250 civil penalty for advertising violation. 2022 – One complaint closed with \$1,000 civil penalty for issuing more temporary tags than allowed.

Complainant states they purchased a vehicle from Respondent in late January or early February 2022. Complainant states they went to get the tag for the vehicle on March 16, 2022. Complainant alleges, however, when they went to the County Clerk's office, they were told they could not register the vehicle because the title they had was not the most updated title. As such, Complainant states they reached out to Respondent who expressed they would look into this issue. Complainant states they requested a refund due to this issue but were denied by Respondent. Complainant states on March 25, 2022, Respondent informed them they were tracking down the correct title and would get it to them as soon as possible. Complainant states, however, that was not the resolution, rather, they wanted a refund. As such, Complainant filed this complaint.

Respondent states they purchased the vehicle in question from an auction. Respondent states they received the title for the vehicle from the auction who received it from the original selling dealer. Respondent states after learning of the issues with the title they began to look into the issue. Respondent states they discovered the title clerk for the dealer who originally sold it to the auction had requested a duplicate title by mistake, and that was why the County Clerk was unable to register the title. Respondent states they have since reached out to that dealer and requested for them to give Respondent the duplicate title. Respondent states, however, the selling dealer expressed they have since lost that duplicate title. Respondent states they have been in constant communication with the other dealer who has stated they are in the process of getting another duplicate title. Respondent states as soon as they receive it from the original dealer, they will provide it to Complainant.

Counsel reached out to Complainant to see if there had been any update on the title or refund status but did not receive a response. As such, based on that and Respondent's explanation of the delay in title, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

23.2022012771 (TH)

Date Complaint Opened: 03/30/2022

First Licensed: 02/12/2004

Expiration: 02/29/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant alleges after the purchase the vehicle began to have problems. Complainant states they fell behind on payments due to falling ill and being admitted to the hospital. Complainant states they brought the vehicle back to Respondent and asked them to sell the vehicle for them. Complainant states they want Respondent to return their money paid and for them to pay for the money they put into the vehicle for repairs.

Respondent states Complainant purchased the vehicle “as-is” without a warranty. Respondent states Complainant has since left the vehicle unattended at their dealership and has not returned to pick it up as of the time of the response. Respondent states, additionally, Complainant did not complete all their required payments for the vehicle. Respondent provided the Complainant signed “as-is” no warranty buyers guide. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

24.2022013111 (TH)

Date Complaint Opened: 04/01/2022

First Licensed: 01/16/1998

Expiration: 01/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant filed their complaint against Respondent stating they purchased a vehicle from Respondent on December 29, 2021, but had not received their title and permanent tags as of February 28, 2022. However, Complainant updated Counsel and expressed they have since received their tag and title for the vehicle. Respondent states the delay was due to issues with Complainant's trade-in title. Complainant states their complaint has been resolved. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

25.2022013581 (TH)

Date Complaint Opened: 04/06/2022

First Licensed: 09/16/1993

Expiration: 09/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent sold them a vehicle with the incorrect VIN in 2019. Complainant states when they were sold the vehicle in question, they were informed by

Respondent it was only owned by one previous owner and had no previous damage or wrecks. Complainant alleges, however, three years later they went to sell the vehicle and were informed the VIN attached to their vehicle showed the car had been owned by three previous owners and had structural damage. Respondent alleges according to their files the VIN attached to the vehicle shows the vehicle had only one previous owner and no damage. Respondent states the other VIN Complainant is referring to is a vehicle that was in their inventory two years apart from the vehicle in question.

An investigation was conducted. The investigator noted Complainant was unable to provide them with documentation to support their claims. Likewise, the investigator states there was no documentation found to be evident that any information was concealed on any contested information on the vehicle at the time of the sale. Additionally, the investigator found there were no discrepancies discovered between the documents from the sale of the vehicle and those provided by the dealership. According to the investigation, there do not appear to be any actionable violations, and, as such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

26.2022001841 (ES)

Date Complaint Opened: 01/19/2022

First Licensed: 02/05/2016

Expiration: 12/31/2021 (EXPIRED)

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with letter of warning for late delivery of title.

A Notice of Violation was issued to Respondent during an inspection on 1/11/22 for an

expired county business license, having an expired salesperson working at the dealership, and for operating with an expired dealer license. Counsel recommends issuing a \$250 civil penalty for the expired business license, a \$500 civil penalty for the expired salesperson's license and a \$500 civil penalty for expired dealer license, for a total \$1,250 civil penalty.

Recommendation: Authorize a \$1,250 civil penalty for expired business license, expired salesperson license and expired dealer license

Commission Decision: CONCUR.

27.2022000111 (ES)

Date Complaint Opened: 01/03/2022

First Licensed: 06/06/2014

Expiration: 05/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges Respondent failed to deliver title/registration in a timely manner. Respondent failed to respond to this complaint so an investigation was conducted. Complainant refused to cooperate or even communicate with the investigator. Respondent's attorney apologizes for the lack of initial response as the dealership did not send the complaint to him for response. Respondent states Complainant refused to sign the back of the title or a Power of Attorney to get the vehicle registered and stopped making payments on the vehicle, then moved to Atlanta. Respondent had the permanent tag waiting for them at their office but Complainant never came to get and the vehicle was eventually rightfully repossessed. Counsel recommends issuing a Letter of Warning for failing to respond to the Commission.

Recommendation: Letter of Warning for failure to respond to the complaint.

Commission Decision: CONCUR.

28.2022020311 (ES)

Date Complaint Opened: 05/16/2022

First Licensed: 06/06/2014

Expiration: 05/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent on 12/28/21 and alleges they have yet to receive their permanent tag. Complainant alleges they have recently discovered that Respondent needs a power of attorney from the original owner of the vehicle from North Carolina. Respondent confirms that it took a while for them to get the tags for the vehicle. Initially, the delay came from the local tag office “nitpicking” the paperwork. First, the customers’ signatures had to be one on top of the other, instead of side by side. Respondent was then asked to redo the odometer form because the writing was too dark. Respondent states it was then decided by the clerk that Respondent needed to get a form from Kentucky. It wasn’t until Respondent completed all of those corrections that they were told their system showed an existing lien. This was news to Respondent as they were provided a clean title when they purchased the vehicle prior to selling it. After weeks of trying to track down the original lienholder, Respondent finally secured a certified lien release from them. The vehicle has since been registered and Complainant received their tag. Counsel recommends issuing a Letter of Warning for failing to respond to the Commission.

Recommendation: Letter of Warning for failure to respond to the complaint.

Commission Decision: CONCUR.

29.2022001411 (ES)

Date Complaint Opened: 01/14/2022

First Licensed: 08/31/2000

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is alleging that the Respondent has not released their title. Respondent failed to respond to this complaint so an investigation was conducted. Complainant told the investigator that she received the title shortly after the complaint was filed and was able to register the vehicle with it. Respondent issued two temporary tags to the vehicle. Counsel recommends issuing a Letter of Warning for failing to respond to the Commission.

Recommendation: Letter of Warning for failure to respond to the complaint.

Commission Decision: CONCUR.

30.2022009731 (ES)

Date Complaint Opened: 03/10/2022

First Licensed: 03/10/2021

Expiration: 03/31/2023 (CLOSED)

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A Notice of Violation was issued to Respondent during inspection on 3/8/22 for failing to show proof of an active county business license or active city business license. Respondent states they closed the dealership in early May and they have contacted our licensing department about the closure. Counsel recommends closing and flagging this

complaint.

Recommendation: Close and Flag.

Commission Decision: CONCUR.

31.2022010801 (ES)

2022024711

Date Complaint Opened: 03/18/2022, 06/16/2022

First Licensed: 11/27/2019

Expiration: 10/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

2022010801

Complainant purchased a used vehicle from Respondent on 11/20/20 with financing from a credit union. Complainant chose to register the vehicle themselves and pay taxes and tag fees upon registration. Complainant alleges the paperwork would not be accepted by the clerk's office and they have been unable to register the vehicle as of 11/20/21.

Respondent was made aware that the initial problem was the mileage on the title being less than the mileage on the purchase contracts, which is normally not an issue. Upon further research, Respondent found the error was not with the contracts but with the separate title reassignment form included with the paperwork. Respondent sent a corrected title reassignment form to Complainant on 2/11/21. Two months later, Complainant informed Respondent that she tried to register the vehicle with three

different clerks and none would let her pay the taxes. At the time, it was unclear why this would be the case because Respondent had refunded the taxes and fees originally charged at the time of purchase. Complainant told Respondent she would contact a lawyer and let Respondent know what was needed once they had more information. After much back and forth of paperwork between Complainant, the lienholder, Respondent's titling vendor and Respondent, a duplicate title was received on 9/10/21 and sent to Complainant along with necessary paperwork for registration. On 12/10/21, Complainant notified Respondent that the clerk's office was still not letting them register the vehicle and claimed it was Respondent's responsibility to register on Complainant's behalf. Respondent then contacted Complainant's loan officer who stated he would be contacting the Tennessee Dept. of Motor Vehicles directly to get clarifying information as to why this problem persists. Unfortunately, there was no documented communication available indicating what the loan officer was able to find out. On 2/11/22, Respondent initiated further research into how to assist Complainant with the registration of their vehicle and confirmed with the Dept. of Revenue that the lack of sales tax and fees on the purchase contracts was the issue preventing registration. Respondent immediately updated the contracts to reflect the appropriate tax and fees that had been removed per Complainant's request, and these updated contracts were provided to Complainant on 2/15/22. Complainant successfully registered the vehicle around 2/17/22 and Respondent gave them a check for \$1,500 as a gesture of goodwill for the hassle. It does not appear that the delay was Respondent's fault and there were never more temporary tags issued than allowed by law, therefore Counsel recommends closure.

Recommendation: Close.

2022024711

Complainant purchased a used vehicle from Respondent on 4/4/22 and requested their license plate be transferred from their old vehicle to the purchased vehicle. As of 6/16/22, the tag had not been transferred and Complainant had received three temporary tags. Respondent, Counsel and our Executive Director of the Commission had a conference call about the delay at a certain county clerk's office in Tennessee and it was confirmed this delay was at least 10 weeks out by the Department of Revenue. The delay in this registration was completely out of Respondent's control and the vehicle has since been registered, with Respondent staying in constant communication with the clerk, Complainant, our office and Dept. of Revenue throughout the delay. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

32.2022012351 (ES)

Date Complaint Opened: 03/28/2022

First Licensed: 04/15/2019

Expiration: 04/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – Two complaints closed with \$1,500 civil penalty for issuing more temporary tags than allowed. 2021 – One complaint closed with \$15,000 civil penalty for issuing a temporary tag to a vehicle purchased from a dealership in another state.

Complainant and his wife purchased a used vehicle from Respondent on 1/9/22 with financing from a credit union. Complainant states only their name was on the loan because the credit union did not think it was necessary to have the wife's name on it, considering she was a stay-at-home mom. When Complainant got to the paperwork, his wife's name was on the retail purchase agreement as "co-owner other than borrower." Complainant and their wife signed power of attorney documents at delivery and traded in a co-owned vehicle. Complainant alleges they were notified that Respondent was having issues with the retail purchase agreement on 1/19/22 since the wife was not listed as a co-borrower. After signing new paperwork on 2/1/22, Complainant received their new tag and registration in Complainant's name on 2/21/22. Complainant now has to fix this to have his wife's name on the registration. Complainant takes issue with the fact that Respondent is only offering to compensate them for out-of-pocket costs at the clerk's office for a new registration and not compensating them for time or mileage.

Respondent apologizes for the frustrating circumstances surrounding this complaint

and reimbursed Complainant for the cost of adding his wife to the registration and title. There is no evidence of any violations and this issue seemed to stem from miscommunication and confusion, therefore Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

33.2022015351 (ES)

Date Complaint Opened: 04/18/2022

First Licensed: 07/16/2013

Expiration: 07/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant alleges they were not treated fairly when trying to purchase a vehicle and claims there was a bait and switch involved in advertising. Complainant was looking at vehicles on Respondent's website and another sister dealership's website, and one vehicle was more expensive than the other. Respondent acknowledges they made a mistake in their accounting department and entered one of the vehicles on a certain dealership location's website when it should have been entered on the other location's website where it was actually assigned. The vehicle had a price increase that automatically pushed to all dealer inventory and the vehicle listed on one of the website's price was updated but the vehicle in the other inventory did not update because it wasn't in that inventory to begin with. This is why the vehicle in one location was \$300 higher than the same vehicle in the other location. Respondent communicated with Complainant and apologized for the mistake and offered to make it right by selling the vehicle for the price listed online, giving them a \$300 discount. Respondent confirms that Complainant has since purchased the vehicle at the price advertised, and this issue has been resolved. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

34.2022009661 (TH)

Date Complaint Opened: 03/10/2022

First Licensed: 11/02/2018

Expiration: 10/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

On March 9, 2022, an inspection of Respondent's establishment was conducted. The inspector observed Respondent was employing two salespersons with expired salespersons licenses, violating TCA: 55-17-114 (b)(1)(g). The inspector noted two salespersons were operating with expired salespersons licenses.

An agreed citation was sent to Respondent on March 10, 2022, for One Thousand Dollars (\$1000). However, Respondent did not respond to the agreed citation. Based on this, Counsel recommends authorizing a Consent Order assessing a \$1,000 civil penalty for employing two salespersons with expired salespersons licenses.

Recommendation: Authorizing a Consent Order assessing a \$1,000 civil penalty for employing two unlicensed salespersons. Additionally, Counsel recommends also issuing a Letter of a Warning for Respondent's failure to respond and outlining their duty to answer the Commission.

Commission Decision: CONCUR.

35.2022011301 (TH)

Date Complaint Opened: 03/22/2022

First Licensed: 04/28/2021

Expiration: 03/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

An annual inspection of Respondent's establishment was performed on March 21, 2022. During the annual inspection, the inspector found the following advertisement violations: 0960-1-.12-no used or preowned, and 0960-1-.12-no stock numbers. The inspector then issued a Notice of Violation for the aforementioned violations to Respondent.

On March 22, 2022, Respondent was sent a proposed Agreed Citation assessing a \$500 civil penalty (no used or preowned first offense \$250.00, and no stock numbers first offense \$250.00). Respondent requested to dispute the violations. Respondent states they were not aware their Facebook posts fell under the advertising section regulations. Likewise, Respondent states they did not believe they were required to write out "pre-owned" on the ad because Facebook had already required them to fill out a category labeling it as pre-owned. Respondent states for the violation for stock numbers, they did not know it was required because the Facebook marketplace was not their website but, rather, a third-party site. Respondent states had it been their website, they would have included the stock numbers for the vehicles. Respondent states they immediately corrected their mistakes after the inspector left. Respondent states this is their first year in business and, as such, is requesting leniency with a warning rather than a \$500 penalty as they do not have enough profit yet to pay the fine.

Recommendation: Authorize assessing a \$500 civil penalty for the following advertisement violations: 0960-1-.12-no used or preowned, and 0960-1-.12-no stock numbers.

Commission Decision: CONCUR.

36.2022014041 (TH)

Date Complaint Opened: 04/08/2022

First Licensed: 08/22/2002

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on December 20, 2021. Complainant states at the time of their complaint, April 2022, they had not received their permanent tags. However, Respondent states the issues have now been resolved, and Complainant has received their title and tag. Respondent states they apologize for the delay, and explain it was due to a delay in receiving it from the wholesaler they purchased the vehicle from. Based on the issue being resolved, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

37.2022105771 (TH)

Date Complaint Opened: 04/20/2022

First Licensed: 08/22/2002

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states on January 17, 2022, they purchased a vehicle from Respondent. Complainant states at the time of their complaint, April 20, 2022, they had not received their permanent tag and title. Complainant states their second temporary tag had expired at the time of the complaint, and that is their reason for filing.

However, Respondent reached out to Counsel to inform that Complainant has since received their permanent tag. Respondent expressed all matters have been resolved, and both parties are satisfied. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

38.2022014591 (TH)

Date Complaint Opened: 04/12/2022

First Licensed: 09/25/2018

Expiration: 09/30/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they are filing their complaint due to a lack of receiving their title and tag within the few months since purchasing their vehicle. Respondent answered the complaint informing Counsel that all issues have been resolved and Complainant has received their title and tag. Respondent states they apologize for the delay, and explain the delay was due to the dealer they purchased the vehicle from being delayed

in getting the tag to them. Since all issues have been resolved, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

39.2022015171 (TH)

Date Complaint Opened: 04/17/2022

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): N/A

Complainant states they purchased a vehicle from Respondent on March 29, 2022. Complainant states they paid \$8,500 for a vehicle from Respondent. Complainant states Respondent issued them a temporary tag from the state of Arkansas. Complainant states the title Respondent gave them was a rebuilt Arkansas title. Complainant states they attempted to get a permanent tag and put the vehicle in their name in Alabama but were informed another person's name and address were in the purchaser area despite Complainant's signature being on the title. Complainant states they then messaged Respondent on Facebook to inquire about the situation and were told it would be fixed. Complainant states they sent the title back to Respondent by certified mail. Complainant states, however, that no one from Respondent would sign for the title or pick it up from the post office. Complainant states they reached out to Respondent numerous times about this but have not gotten a response from them.

An investigation was conducted. The investigator determined Respondent is operating as an unlicensed dealer at their location in Tennessee. The investigator states on their current Facebook Marketplace ads it implies the vehicles they are selling are being

listed and sold by Respondent's dealership. The investigator states Complainant is having problems with the Arkansas rebuilt title given to them by Respondent after purchase. Respondent gave the investigator a notarized statement admitting that they do not have a motor vehicle dealer's license through the State of Tennessee, nor a salesman license, and have sold 3 vehicles while unlicensed. Respondent expressed they are in the process of applying for a dealer's license.

Since Respondent has only sold three vehicles, Counsel is recommending issuing a Letter of Warning reminding Respondent of their duty to be licensed if they will be selling over five vehicles in a 12-month span.

Recommendation: Authorize issuing a Letter of Warning reminding Respondent of their duty to be licensed if they will be selling over five vehicles in a 12-month span.

Commission Decision: CONCUR.

40.2022015011 (TH)

Date Complaint Opened: 04/14/2022

First Licensed: 09/02/2021

Expiration: 06/30/2023

License Type: Motor Vehicle Auction

History (5 yrs.): None.

Complainant states on or around September 19, 2021, they purchased a vehicle from Respondent's auction. Complainant states Respondent informed them they mailed the title out three weeks after purchase, but as of the time of the complaint they had yet to receive the title.

Respondent states they mailed out the title to Complainant via UPS after purchase,

but it was unfortunately lost in transit. Respondent states once the title was declared lost by UPS, they began working on getting a replacement title from the original owner. Respondent states due to COVID-19 backup's Texas was delayed in getting them the replacement. Respondent, however, has since updated Counsel expressing that the title was mailed to them from Texas, and they would be providing the title to Complainant. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

41.2022014371 (TH)

Date Complaint Opened: 04/11/2022

First Licensed: 10/15/1998

Expiration: 09/30/2023

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 states they helped their son purchase a vehicle from Respondent on February 5, 2022. Complainant states they are filing this complaint because they realized after purchase their son was overcharged \$800. Complainant states they were additionally incorrectly charged for a new set of tags despite expressing to Respondent they would be transferring their previous tags over.

Complainant states they went to Respondent the following day to speak to them about this, and they were told they would be refunded for the tags and the upcharge. Complainant states Respondent was “very apologetic” about the incorrect charging.

Respondent states they believe the complaint was delayed, because they have been in touch with Complainant and have resolved all issues. Respondent states all parties are satisfied, and they apologize for any inconvenience.

Counsel is recommending closure based on the resolution of Complainant's issues with Respondent.

Recommendation: Close.

Commission Decision: CONCUR.

42.2022015581 (TH)

Date Complaint Opened: 04/20/2022

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on April 22, 2021. Complainant alleges they made an initial payment and keep up with their weekly payments, according to their contract with Respondent. Complainant states the vehicle had issues and brought it to Respondent to get repaired. Complainant states it took a month for them to get their vehicle back from Respondent. Complainant states, however, the transmission then went out on the vehicle, and brought it back to Respondent. Complainant states Respondent was supposed to contact them when the vehicle was ready, but they never did. Complainant states they have continuously reached out to Respondent without response. Complainant states at this point they stopped making payments on the vehicle as it was no longer operable. Complainant states they requested a refund from Respondent but was denied.

Respondent did not answer the complaint.

An investigation was conducted. The investigator spoke with Respondent on May 25, 2022, about the complaint. Respondent expressed to the investigator they were not the ones who sold the vehicle to Complainant and offered another name (hereinafter “initial car owner”) as the seller. Respondent explained they were more of a facilitator of the sale than the actual seller. Respondent stated they referred Complainant to the actual seller. Respondent explained to the investigator, the initial car owner, brought the vehicle in question to them for repair, and while making the repairs Complainant inquired about the vehicle and wanted to know if the vehicle was for sale. Respondent stated at which time they contacted the initial car owner and informed them Complainant was interested in purchasing their vehicle. Respondent states they explained to the initial car owner Complainant was not able to pay the full price at once and wanted to set up payments. Respondent explained to the investigator the initial car owner agreed to allow Complainant to make payments on the vehicle.

Respondent explained to the investigator Complainant then drove the vehicle around for about a year and a half and then brought the vehicle back for repair on the transmission. Respondent stated the investigator they agreed to repair the vehicle, but Complainant was required to pay for the repairs. However, Complainant did not want to be responsible for the repair cost and requested a refund for the vehicle. Respondent states their refund was denied due to the amount of time which had passed. The investigator states they requested the deal file from Respondent, but Respondent explained they do not have a deal file because they are a repair shop not a dealership. Likewise, Respondent further explained to the investigator they do not typically sell vehicles, rather, they were just trying to help the initial car owner seller sell their vehicle.

The investigator spoke with the initial car owner on May 25, 2022. They informed the investigator they initially took the vehicle to Respondent for repair in hopes of later selling the vehicle. They stated Respondent later called them offering a purchaser for the vehicle. As such, they stated they sold the vehicle to Respondent for \$2,500 and signed over the title to Respondent because he agreed to let the complainant make payments on the vehicle.

The initial car owner states at that point Respondent then re-sold it to Complainant.

He stated that contacted Mr. Limon about three months later to ask about the money still owed. He stated that Mr. Limon told him that the complainant wanted their money back because the vehicle's transmission had gone out after about two weeks of them purchasing the vehicle. Mr. Cross stated that Mr. Limon stated that he replaced the transmission, and the complainant no longer wanted the vehicle and wanted a refund. Mr. Cross stated that agreed to let the complainant have the vehicle and just take the amount that they had already paid but wanted documents stating it was a charitable contribution because the complainant's spouse was disable. He stated that he never received the documentation. Mr. Cross also stated that he advised Mr. Limon to give them their money back if it would solve the issues. I requested a notarized statement and Mr. Cross provided a statement (exhibit 3).

The investigator spoke with Complainant on March 25, 2022. Complainant states they purchased the vehicle from Respondent for \$4,500 with an initial payment of \$1,000 and an agreement to pay \$200 biweekly. Complainant expressed the first week they owned the vehicle, it began to have issues and, as such, they took it back to Respondent to make repairs. Complainant stated the vehicle took about a month to repair, and they continued to make payments during this time. Complainant stated, however, once they received the vehicle back from Respondent the transmission went out. Complainant stated Respondent then came and got the vehicle and informed Complainant they would let them know when the vehicle was ready. Complainant stated, however, Respondent never contacted them about the vehicle, so they stopped making payments on the vehicle. Complainant informed the investigator they only had payment paperwork for the vehicle.

The Respondent was adamant they did not sell the vehicle, and it was the initial car owner who sold it. While the initial car owner states they signed over the vehicle to Respondent so they could sell it to Complainant, and that they never communicated with Complainant. The investigator was never able to obtain any documentation pertaining to the sale of the vehicle, or any of the repairs done on the vehicle.

Based on Respondent's own response stating they worked as facilitator of the sale and collected payments for the sale to Complainant, Counsel is recommending assessing a \$500 civil penalty for unlicensed activity in violation of T.C.A. § 55-17-109(a)(1).

Recommendation: Authorize assessing a \$500 civil penalty for unlicensed activity in

violation of T.C.A. § 55-17-109(a)(1).

Commission Decision: CONCUR.

43.2022015931 (TH)

Date Complaint Opened: 04/21/2022

First Licensed: 07/06/2020

Expiration: 06/30/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on February 2, 2022, paying in full on February 7, 2022. Complainant states, however, they are filing their complaint because as of the time of their complaint, April 7, 2022, they had yet to receive their title and registration paperwork.

Respondent states they apologize for any inconvenience Complainant has been through. Respondent states the incorrect registration paperwork was accidentally sent to the County Clerk's office for Complainant. Respondent states once they learned of this mistake, they requested the mistaken paperwork back and sent the correct registration information. Respondent states on April 1, 2022, they received notification the registration had been completed and the clerk's office cashed their titling fee check. Respondent states on April 10, 2022, they received notification that Complainant has received their registration. Respondent states additionally, the clerk's office was behind in processing registrations which added to the delay. Based on Respondent's explanation, and the registration being now being completed, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

44. 2022011061 (ES)

Date Complaint Opened: 03/21/2022

First Licensed: 09/01/1991

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is anonymous and alleges Respondent is storing vehicles away from dealership lot, allowing oil and chemicals to leak into the ground, and using dealers tag for person vehicle and selling illegal parts. An investigation was conducted. Respondent told the investigator that they frequently get complained about by their competitors and he invited the investigator to come to the business. Further, the Respondent is a council member for the town and he “knows people are trying to discredit him.” The investigator found no evidence to support the allegations and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

45. 2022015601 (ES)

Date Complaint Opened: 04/20/2022

First Licensed: 03/24/2015

Expiration: 02/28/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a vehicle from Respondent. Complainant alleges Respondent is charging 30% APR and YPR as interest, while Complainant believes Tennessee law does not allow anything higher than 16%. Respondent's sales manager communicated with Complainant to help alleviate any confusion about what Complainant thought was additional interest. In the Retail Installment Contract, "interest" and "finance charge" is interchangeable. Complainant brought up their concerns with multiple people at the dealership and each person tried to help him understand the original contract. Respondent states that every customer has their sales terms reviewed with them twice at the time of sale – once in person and again when they go through the Secure Close process immediately after (secure close is an electronic signature program that records the customer as they review and sign each document). Therefore, Complainant had already seen the terms of sale twice and then multiple times when he returned with concerns about the interest rate. Respondent's vehicles are financed using simple interest, and while the state cap for interest is 36%, Respondent only charges 22.9%-29.9%. Respondent states their goal is to help customers who, because of poor choices or unfortunate circumstances, are unable to secure credit elsewhere and need to rebuild their credit. This comes with a significant risk to the dealership owners, which leads to the high interest rates. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

46.2022015631 (ES)

Date Complaint Opened: 04/20/2022

First Licensed: 12/20/2005

Expiration: 11/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant is the same as in the complaint summarized above in Complaint No. 2022015601. Complainant did not purchase a vehicle from this Respondent. Again, Complainant alleges Respondent is charging 30% APR and YPR, while Complainant believes Tennessee law does not allow anything higher than 16%. Respondent's response is the same as above and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

47.2022016731 (ES)

Date Complaint Opened: 04/26/2022

First Licensed: 05/21/2019

Expiration: 05/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with \$750 civil penalty for advertising violation.

Complainant is a resident of Alabama who contacted Respondent regarding a new vehicle advertised for sale at \$69,635 on their website. Complainant states Respondent's agent then confirmed the price and provided a list of why this was a competitive price. Complainant agreed and decided to purchase it, then was told by the same agent that Respondent would be charging an additional \$5,000. Respondent states there were internal miscommunications in regards to the pricing of new vehicles to out-of-state residents. Respondent immediately contacted Complainant to ensure the advertised price was honored and Complainant declined to buy the vehicle for the advertised price. Respondent apologized and has since applied all necessary disclaimers to properly disclose out-of-state pricing on scarce new vehicle supplies to ensure this never happens again. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

48.2022010711 (ES)

Date Complaint Opened: 03/17/2022

First Licensed: 05/23/2017

Expiration: 05/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A Notice of Violation was issued to Respondent during inspection on 3/11/22 for failing to show proof of an active county business license. Counsel recommends issuing a \$250 civil penalty for this violation.

Recommendation: Authorize a \$250 civil penalty for failing to show proof of an active county business license

Commission Decision: CONCUR.

49.2022010781 (ES)

Date Complaint Opened: 03/18/2022

First Licensed: 08/09/2013

Expiration: 05/31/2023

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).

A Notice of Violation was issued to Respondent during inspection on 3/11/22 for failing to disclose that a doc fee is charged consumers when purchasing a vehicle and the amount of the doc fee on their website. Counsel recommends issuing a \$250 civil penalty for this advertising violation.

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

Commission Decision: Issue a Letter of Warning.

50.2022011401 (ES)

Date Complaint Opened: 03/22/2022

First Licensed: 01/25/2019

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

A Notice of Violation was issued to Respondent during inspection on 3/21/22 for failing to disclose that a doc fee is charged consumers when purchasing a vehicle and the amount of the doc fee on their website. Additionally, the Respondent does not list stock numbers on their website for the vehicles in their inventory. Counsel recommends issuing a \$250 civil penalty for each advertising violation, for a total \$500 civil penalty.

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

Commission Decision: CONCUR.

51.2022012461 (ES)

Date Complaint Opened: 03/29/2022

First Licensed: 09/23/2013

Expiration: 08/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant claims Respondent's general manager lied to them about promising to buy a vehicle back and refund them \$107,000. Complainant claims Respondent did not follow through on the deal. Respondent states they did provide Complainant with an estimate of the amount they would pay for the vehicle prior to actually seeing and inspecting the vehicle. Respondent prides themselves on providing excellent customer service by making an accurate vehicle assessment as quickly as possible when a consumer wants to sell. Accordingly, there are tools to assist the dealerships achieve a consistent approach, including: vehicle photos, vehicle options and equipment, accurate reconditioning assessment, and condition comments to include mechanical/cosmetic issues and status of tires/tread depth across the tire. Despite the appraisal of the vehicle coming in at \$100,000, the general manager did agree to honor the \$107,000 estimate if Complainant had an OEM tire installed prior to the transaction. The transaction was successfully completed. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

52.2022015111 (ES)

Date Complaint Opened: 04/14/2022

First Licensed: 07/19/2018

Expiration: 06/30/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle in April 2021 and alleges the vehicle stopped running “out of the blue” in February of this year. Complainant states they have been late on their payments due to a financial situation and claims Respondent is harassing them by phone. Respondent states Complainant has been late seven times out of the twelve payments that have been due since purchase. The vehicle was sold as is, without warranty and Complainant test drove the vehicle prior to purchase. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

53.2022015511 (ES)

Date Complaint Opened: 04/19/2022

First Licensed: 12/04/2014

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

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

Complainant purchased a used vehicle from Respondent and notes they advertise they perform a “145 point” inspection on all used vehicles prior to sale. Complainant is

demanding a copy of the inspection and maintenance records for the vehicle and Respondent will not turn them over. Respondent states they do complete an internal inspection as advertised and their website outlines the manufacturer’s standards in regard to the 145 point inspection. Respondent does not provide maintenance records out of respect for the customer’s privacy who sold the vehicle to Respondent. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

54.2022017131 (ES)

Date Complaint Opened: 04/28/2022

First Licensed: 02/12/2002

Expiration: 01/31/2024

License Type: Motor Vehicle Dealer

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

Complainant filed complaints against multiple dealerships in their “area” alleging they are adding “up-charges” to their prices for new vehicles called “premium feature add-ons,” and telling consumers the add-on is mandatory. Complainant alleges the add-on packages are adding between \$3,000-\$5,000 to the price. The sticker on the vehicles explains the features but Complainant claims the car doesn’t possess the features. Complainant provides no proof or evidence to back up these allegations and later sent in an updated statement where they claim the dealerships have ceased the alleged practices., and they retract their complaints. Respondent denies ever engaging in the alleged practices and despite other dealerships selling vehicles above MSRP due to the unprecedented inventory shortage and manufacturing delays, they do not sell above MSRP or add up-charges or premium feature add-ons not already on a vehicle. Respondent states this complaint is completely unwarranted. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

55.2022013341 (ES)

Date Complaint Opened: 04/04/2022

First Licensed: 03/30/2021

Expiration: 02/28/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent and alleges it “ran hot” despite Respondent’s attempts to repair it. Complainant alleges another mechanic quoted them over \$1,000 to fix the problem and the warranty offered by Respondent only agreed to cover \$240. Respondent states they provided Complainant with a loaner vehicle and addressed the overheating issues by replacing the thermostat, water pump and radiator. Complainant chose the basic warranty plan despite being offered warranties with more coverage. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

56.2022013461 (ES)

Date Complaint Opened: 04/05/2022

First Licensed: 07/02/2013

Expiration: 06/30/2019 (Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): 2018-2019 – Several Complaints open regarding failure to deliver title/registration.

Complainant purchased a used vehicle from Respondent seven years ago and is requesting the surety bond so that they can get a duplicate title. Complainant notes that Respondent did not do anything wrong, they are just closed. Our department has sent the surety bond information to Complainant and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

57.2022011681 (TH)

Date Complaint Opened: 03/24/2022

First Licensed: 11/16/2004

Expiration: 02/29/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

During an inspection at Respondent's dealership on March 23, 2022, the inspector observed an expired Dealer's License. The inspector noted the license expired on February 28, 2022. As such, an agreed citation was sent to Respondent on March 24, 2022, for a civil penalty in the amount of \$500.

According to the records in CORE Respondent's licensure went to expired-grace status on March 01, 2022. Respondent renewed the license on March 24, 2022. Accordingly, Respondent's license never completely expired in CORE, and their current license is active until February 29, 2024. Respondent explained they attempted to get their license renewed timely but were unable to get their payment to post for renewal.

Based on the aforementioned, and Respondent's lack of history, Counsel recommends issuing a Letter of Warning to Respondent reminding them of their duty under T.C.A. § 55-17-109 to comply with Dealer Licensing requirements.

Recommendation: Authorize issuing a Letter of Warning to Respondent reminding them of their duty under T.C.A. § 55-17-109 to comply with Dealer Licensing requirements.

Commission Decision: CONCUR.

58.2022011951 (TH)

Date Complaint Opened: 03/25/2022

First Licensed: 10/03/2019

Expiration: 09/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent on February 5, 2022. Complainant states they went to Respondent's dealership to bring a check for the vehicle, and the keys and title for the vehicle they traded into Respondent. Complainant states they were told they would be sent the title for their new vehicle. Complainant states at the time of their complaint, February 18, 2022, they have yet to receive their title. Complainant states they have attempted to contact Respondent

numerous times since and hadn't received a callback or the title as of the time of their complaint.

Respondent did not answer the complaint

An investigation was conducted. . During the investigation the investigator was unable to get into contact with Complainant. On May 16, 2022, the investigator visited the dealership. However, the investigator noted it was no longer Respondent operating at that dealership. The investigator explained Respondent was sold to another company. However, the new operating dealership at Respondent's previous location was able to confirm to the investigator that they were able to send a copy of the title to Complainant on March 2, 2022. The new dealership provided a copy of the shipping receipt for the title to Complainant; the new dealership noted this was within 30-days of Complainant's purchase. The new dealership explained the complaint went unanswered because the complaint and request for response were sent to an old contact email. The new dealer ensured the investigator they have since updated their email address with the department. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

59.2022013631 (TH)

Date Complaint Opened: 04/06/2022

First Licensed: 09/01/1991

Expiration: 01/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

The complaint was generated after an inspection was conducted. The complaint states another dealership's license is expired because they have not paid their insurance bill. The complaint alleges, however, they are still operating and selling vehicles. The complaint states since they cannot issue temporary tags through EZTag, they are getting Respondent to print temporary tags for them.

An investigation was conducted. This complaint involves two dealerships owned by the same individual. There were Notice of Violations issued to both dealerships for the issue in this complaint. On June 6, 2022, the investigator went to Respondent's dealership, and spoke with a manager. The manager informed the investigator that they were aware of their mistake, and they are no longer issuing temporary tags for the other dealership. Respondent stated they acknowledge their mistake in issuing the one temporary tag for the other dealer, and there would be no further activity of this type by Respondent.

Counsel recommends issuing a \$500 civil penalty for violating § 55-17-114(b)(1)(K) for issuing a temporary tag to a vehicle that was sold by another dealer.

Recommendation: Counsel recommends issuing a \$500 civil penalty for violating § 55-17-114(b)(1)(K) for issuing a temporary tag to a vehicle that was sold by another dealer.

Commission Decision: CONCUR.

60.2022015651 (TH)

Date Complaint Opened: 04/20/2022

First Licensed: 03/28/2013

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

An annual inspection was conducted at Respondent's dealership on April 19, 2022. The inspector states they observed an expired county business tax license. The inspector states the license expired on May 15, 2021.

Respondent was issued an agreed citation on April 20, 2022, for this violation assessing a \$250 civil penalty. Respondent states the license displayed on the wall was not their most updated license. Respondent states, rather, their most updated license was in the office on their desk with an expiration date of April 19, 2022. Respondent states they paid to renew the license again on April 13, 2022, to have it renewed prior to the April 20 expiration date. Respondent states they emailed the inspector the correct license on the same day of the inspection demonstrating their license was not expired. Respondent provided a copy of their non-expired license as of the date of the inspection. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

61.2022015721 (TH)

Date Complaint Opened: 04/20/2022

First Licensed: 03/11/2021

Expiration: 03/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states on January 31, 2022, purchased a vehicle from Respondent and traded in their old Jeep. Complainant states Respondent was to pay off the Jeep with the lienholder. Complainant states as of the date of their complaint, April 20, 2022, the vehicle had not been paid off.

Respondent states they completed an internal investigation for this matter after the complaint was filed. Respondent states they determined through a variety of circumstances, some internal and some external, Complainant's payoff was not provided to their lender in a timely manner. Respondent states they have since paid off the vehicle in question on April 24, 2022, and the loan has been satisfied. Respondent states they reached out to Complainant to remedy this exceptional situation and were able to arrive at an amicable settlement. Respondent states they agreed for Respondent to cover the additional loan payments Complainant had to make in order to make them whole. Respondent states they regret this situation and are thankful to have rectified the situation.

Based on Respondent's action to correct their mistake, and their lack of history, Counsel is recommending issuing a Letter of Warning to Respondent reminding them of their duty under 55-17-114(b)(3) to Pay-off a Trade-In within 30 days of funding.

Recommendation: Letter of Warning to Respondent reminding them of their duty under 55-17-114(b)(3) to Pay-off a Trade-In within 30 days of funding.

Commission Decision: CONCUR.

62.2022015881 (TH)

Date Complaint Opened: 04/21/2022

First Licensed: 02/03/2022

Expiration: 01/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they asked Respondent about why the truck paperwork stated the truck had 11 miles listed for the mileage, but the truck showed 400 miles. Complainant states Respondent then yelled at them and expressed they had to do that since the truck was used. Complainant states they went back to Respondent the day after purchase due to issues with the vehicle. Complainant states Respondent got in their face yelling and stating the government made Toyota list the milage wrong, due to a recall to replace those types of vehicle's fuel lines.

Respondent states Complainant brought their vehicle to them for repair numerous times for hesitation issues. Respondent states Complainant also brought their vehicle into other Toyota dealerships. Respondent states they cannot speak for how the other dealerships dealt with the issue. However, Respondent states their service department “did all they could” to duplicate the issue Respondent was experiencing and remedy the issue. Respondent states, nevertheless, they could not find any problems. Respondent states, further, they tried to remedy the situation with Complainant on two separate occasions. Respondent states they offered to trade out Complainant’s vehicle and offered to buy it back from him for the price he paid. Respondent states, however, Complainant denied both offers. Respondent states they feel they have done all they could, and that Complainant is currently in Arbitration with Corporate and believes they are purchasing the vehicle back.

An investigation was conducted. The investigator determined Respondent has since closed, and a new dealer is now operating at that location. The current dealership voiced frustration with the ongoing issues but has been cooperative in getting this matter cleared up. Complainant was currently still in negotiations with Corporate at the time of the investigation. The current dealership expressed they are doing all they can to resolve Complainant’s issues, but numerous dealerships have looked at the vehicle and cannot uncover what the issue is.

Since Respondent is now closed, and a new dealer is opening and assisting with Complainant’s issue, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

63. 2022018011 (TH)

Date Complaint Opened: 05/04/2022

First Licensed: 08/27/2018

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

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

Complainant states Respondent did not provide them with their paperwork, and had not received their permanent tag. Complainant states, as such, they filed this complaint. Respondent expressed to counsel the issue has since been resolved, and Complainant has received their permanent tags. Respondent explained the tag office was running behind. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

64. 2022020181 (TH)

Date Complaint Opened: 05/16/2022

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dealer

History (5 yrs.):

Complainant alleges Respondent was using the personal residence as a used car lot. Complainant alleges they believe Respondent is violating the number of vehicle sales allowed.

An inspection was conducted. The inspector noted there were thirteen vehicles on the property. The inspector states only three of the vehicles were listed as being for sale. Ten vehicles were titled to Respondent, and the other three were signed over to Respondent and noted to be non-operational. Respondent explained to the inspector they are a disabled veteran, and they use three of the vehicles. The inspector looked into each of the vehicles. The inspector noted there were no violations of Tennessee statutes or regulations observed during the inspection. Likewise, the inspector states Respondent was compliant in all aspects and expressed their understanding of only being able to sell five vehicles in 12 consecutive months. Based on the aforementioned inspection, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

65.2022015001 (TH)

Date Complaint Opened: 04/14/2022

First Licensed: 05/23/2012

Expiration: 06/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant alleges Respondent sold them a vehicle that had multiple mechanical issues. Complainant additionally alleges the mileage on the vehicle is incorrect. Complainant states they attempted to get another vehicle from Respondent due to the one they purchased having issues, but that Respondent would not work with them. Complainant alleges Respondent acted unprofessionally and fraudulently.

An investigation was conducted. The Owner of Respondent denied the allegations made by Complainant. Respondent states they did not know of any problems with the vehicle when it was sold to Complainant, and explained they have their mechanic shop and check every vehicle before retailing them. Respondent notes additionally Complainant purchased the vehicle with no warranty. Respondent states when Respondent contacted them about the problems with the vehicle. Respondent states they offered to fix the valve cover gasket and timing cover gasket for only \$450.00, and they were trying to help Complainant by doing the repairs for less than half the labor repairs. Respondent states they did tell Complainant to leave their office and not return, but only after Complainant cursed them out in front of customers and employees.

Respondent did provide a copy of the deal file to the investigator. The deal file included a signed Buyer's Guide that reflected the vehicle was purchased "as-is" without a warranty. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

66.2022015751 (TH)

Date Complaint Opened: 04/20/2022

First Licensed: 02/11/2019

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant alleges despite having this vehicle for over a year, they still do not have their permanent tags or registration. Complainant states Respondent told them in September 2021 the items would be sent, but they were never received. Complainant states they can no longer get into contact with Respondent. Complainant states despite them still leasing the vehicle they are unable to use their vehicle because they have not been given usable tags.

Respondent states Complainant bought the vehicle in January 2021. Respondent states Complainant is behind on payments. Respondent states they won't release the title until final payment is made.

An investigation was conducted. Respondent expressed to the investigator they did not provide Complainant with their permanent tag and registration information due to Complainant being behind on their payments. Respondent states Complainant was not issued a tag because they were behind in their payments from the very beginning. Respondent states Complainant did not make payments as agreed and refused to bring the vehicle to the dealership to get the vehicle inspected so they could get their tag because they were afraid Respondent would keep the vehicle. Respondent expressed to the investigator they would soon be repossessing the vehicle from Complainant.

Counsel is recommending authorizing a \$500 penalty for Respondent's refusal to release Complainant's tag and registration documentation. This penalty would be assessed under T.C.A. § 55-17-114(b)(1)(K) for false, fraudulent, and/or deceptive acts.

Recommendation: Authorizing a \$500 penalty for Respondent's refusal to release Complainant's tag and registration documentation.

Commission Decision: CONCUR.

67.2022016501 (ES)

Date Complaint Opened: 04/24/2022

First Licensed: 05/11/2007

Expiration: 12/31/2022

License Type: Motor Vehicle Dealer

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

Complainant alleges Respondent added \$4,895 to the price of a new vehicle quoted over the phone for a mandatory warranty. Respondent's general manager states that Complainant called the dealership while she was shopping at a competitor dealership in the area. Complainant was looking at a similar vehicle and advised they were offering a better price than Respondent. Respondent advised Complainant that if they could give her a better price, then she should purchase the vehicle from the competitor. Complainant inquired what the MSRP was and it was made clear by the Respondent that they were not selling the vehicle at their dealership at MSRP and no offer or agreement was made to Complainant. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

68.2022017151 (ES)

Date Complaint Opened: 04/28/2022

First Licensed: 04/03/2009

Expiration: 03/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with \$250 agreed citation for expired city business license.

This complaint was opened against a Respondent who has not owned the dealership complained about since 2014. Complainant filed complaints against multiple dealerships in their “area” alleging they are adding “up-charges” to their prices for new vehicles called “premium feature add-ons,” and telling consumers the add-on is mandatory. Complainant alleges the add-on packages are adding between \$3,000-\$5,000 to the price. The sticker on the vehicles explains the features but Complainant claims the car doesn’t possess the features. Complainant provides no proof or evidence to back up these allegations and later sent in an updated statement where they claim the dealerships have ceased the alleged practices., and they retract their complaints. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

69.2022019321 (ES)

Date Complaint Opened: 05/11/2022

First Licensed: 05/31/2018

Expiration: 05/31/2024

License Type: Motor Vehicle Dealer

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

Complainant and their husband purchased two used trucks from Respondent on 11/18/21 and alleges both vehicles immediately had issues. Complainant alleges Respondent’s “uncertified diesel mechanic” ruined the engine of one of the trucks and parts have been on order for months. The other truck allegedly has issues with the radio, Bluetooth and back-up camera. Complainant alleges Respondent sent them to a stereo shop who installed cheap equipment and has already attempted to repair it once without success. Complainant alleges Respondent transfers their calls around to different employees and is avoiding them. Respondent has put Complainant’s husband in a loaner which is preventing him from employment because of insurance issues. Respondent confirms these vehicles were sold as is, without warranty, and they have still assisted with repairs at no cost to Complainant and her husband. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

70.2022019151 (ES)

Date Complaint Opened: 05/10/2022

First Licensed: 08/11/1998

Expiration: 08/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 12/20/21 and alleges it showed a check engine light two days after it was purchased. Complainant alleges they spent \$3,000 on an extended warranty. Complainant notes Respondent has taken the vehicle back multiple times attempting to repair it at no cost and under the warranty, but the check engine light has eventually come back on within weeks. Complainant alleges there is “no way a car with this many check engine light issues can possess a clean CarFax report” and feels this is fraudulent business practices. Respondent explains the vehicle at issue is very difficult to repair and work on, and shops that will

work on it are scarce. Further, there are limited materials for this vehicle when it comes to repairs. Respondent has provided loaner vehicles each time the vehicle has been worked on and covered the cost of the repairs which have not been covered under the specific warranty chosen. These repairs include the coolant shutoff valve, dealing with an erratic code for a component the car does not even have, diagnostics with a \$6,000 scan tool Respondent did not even have but chose to invest in to repair the vehicle, and a blown fuse from having aftermarket electronics with six ports plugged in. Respondent did not alter the CarFax as alleged and could not have foreseen the issues that have plagued this vehicle, but they have provided priority service and loaner vehicles every time there has been a problem. The vehicle is six years old with highly sophisticated electronics. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

71.2022021031911 (ES)

Date Complaint Opened: 05/20/2022

First Licensed: 09/16/2019

Expiration: 06/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a 2004 diesel truck from Respondent and alleges the engine needs to be replaced and the carrier bearing is bad. Complainant wants Respondent to pay \$5,000 for the necessary repairs. Respondent confirms this vehicle was sold as is, without warranty. Respondent also states that this particular truck is known for having issues with the engine after a certain amount of time. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

72.2022020411 (ES)

2022021441

Date Complaint Opened: 05/17/2022, 05/24/2022

First Licensed: 01/08/2014

Expiration: 11/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2017 – One complaint closed with \$500 civil penalty for misuse of dealer plate.

2022020411 and 2022021441

Complainant is anonymous and alleges Respondent is selling vehicles on the side of a specific local intersection. Complainant claims this blocks traffic to the neighbors and blocks views/access to a road. Complainant further alleges Respondent is using a residential address to sell vehicles on Facebook. An investigation was conducted. The investigator went to alleged location three different days, which is the residence of the owner of the dealership lot. There are only two homes on the road at issue and there were no vehicles for sale on either roadway or the intersection as alleged. The house at issue sets far off of the road and does have vehicles that you can see sitting on the property, however, the residence has no trespassing signs posted and it was impossible to tell if those vehicles were for sale. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

73.2022016841 (ES)

2022018551

2022019421

2022019651

2022021041

2022021571

Date Complaint Opened: 04/27/2022, 05/06/2022, 05/11/2022, 05/12/2022, 05/20/2022, 05/25/2022

First Licensed: 10/08/2015

Expiration: 06/30/2022 (Expired and Closed)

License Type: Motor Vehicle Dealer

History (5 yrs.): 2016 – One complaint closed with \$5,200 civil penalty for unlicensed activity. 2019 – One complaint closed with \$250 civil penalty for advertising violation.

2022021041

Complainant is a lender who states their customer purchased a vehicle on 3/17/22 from Respondent. Complainant alleges Respondent failed to deliver title/registration. Complainant notes that Respondent has filed for bankruptcy as of 4/29/22. Complainant states they reached out to the owner of the dealership and she claimed they had the wrong number. The surety bond information was sent to Complainant. Respondent has failed to respond.

2022021571

Complainant purchased a used vehicle from Respondent on 3/10/22. Complainant notes that the lender has provided proof they have paid the vehicle off in full. The vehicle is still registered in Florida. Complainant alleges Respondent has failed to provide title for vehicle purchased on 3/10/22 and has stopped responding to communications. The surety bond information was sent to Complainant. Respondent has failed to respond.

2022016841

Complainant purchased a used vehicle from Respondent on 12/10/21 and traded in a vehicle. It took five months to receive the title to the vehicle purchased and Respondent has still not paid off the vehicle taken in on trade. The surety bond information was sent to Complainant. Respondent has failed to respond.

2022018551

Complainant purchased a used vehicle from Respondent on 3/14/22 and alleges the title work has still not been completed. The lienholder told Complainant they received the title and the clerk's office told them the vehicle is not registered to them. Respondent has failed to respond.

2022019421

Complainant purchased a used vehicle from Respondent in January of this year and alleges they have not received their tag and registration. Complainant further alleges their surety bond was cancelled long before the vehicle was purchased. Respondent has failed to respond.

2022019651

Complainant purchased a used vehicle from Respondent on 3/12/22 and alleges they

have yet to receive their registration and permanent tag. The surety bond information was sent to Complainant. Respondent has failed to respond.

Counsel recommends closing and flagging this complaint considering the dealership is closed and their license is expired. Further, they have filed for bankruptcy. Additionally, Counsel recommends referring these complaints to the Department of Revenue and Law Enforcement.

Recommendation: Close and flag. Refer to Department of Revenue and Law Enforcement.

Commission Decision: CONCUR.

74.2022017051 (ES)

Date Complaint Opened: 04/28/2022

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 filed complaints against multiple dealerships in their “area” alleging they are adding “up-charges” to their prices for new vehicles called “premium feature add-ons,” and telling consumers the add-on is mandatory. Complainant alleges the add-on packages are adding between \$3,000-\$5,000 to the price. The sticker on the vehicles explains the features but Complainant claims the car doesn’t possess the features. Complainant provides no proof or evidence to back up these allegations and later sent in an updated statement where they claim the dealerships have ceased the alleged practices., and they retract their complaints. Respondent denies ever engaging in the alleged practices and despite other dealerships selling vehicles above MSRP due

to the unprecedented inventory shortage and manufacturing delays, they do not sell above MSRP or add up-charges or premium feature add-ons not already on a vehicle. Respondent states this complaint is completely unwarranted. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

75.2022020351 (ES)

Date Complaint Opened: 05/17/2022

First Licensed: 07/14/2000

Expiration: 07/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 3/28/22 and alleges it had mechanical issues before the purchase. Respondent states Complainant did not contact them until mid-May about the issues. Respondent note that the vehicle was purchased as is, without warrant, but Respondent traded her out of the vehicle and gave her \$19,700 for it despite the purchase price being \$19,999. Complainant had put 5,000 miles on the vehicle, so this seems more than fair. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

76.2022017431 (ES)

Date Complaint Opened: 04/29/2022

First Licensed: 12/03/2019

Expiration: 11/30/2023

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 is an accounting employee at another dealership who received a trade-in vehicle that was originally purchased from Respondent on or around 2/4/22.

Complainant has been attempting to receive the title but was notified there was some issue on Respondent's side with the trade. The issue is between Respondent and their customer dealing with funds due to Respondent, not Complainant's dealership.

Respondent confirms they had done their part in getting the vehicle registered but the client still owed them \$17,000. The customer used the money owed to Respondent to put down on another vehicle from Complainant's dealership and traded in the vehicle purchased from Respondent in this deal. Respondent states all has been resolved because Complainant's dealership unwound the deal and put the customer back in the vehicle purchased from Respondent. The customer then paid the amount owed to Respondent. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

77.2022022861 (ES)

Date Complaint Opened: 06/06/2022

First Licensed: 10/27/1999

Expiration: 10/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle and claims Respondent told them it had one owner, was in excellent condition, yet the vehicle has had multiple issues since purchase. Respondent notes the vehicle was purchased on 1/12/21 with a one year warranty for \$1,356. Complainant did not contact Respondent about any issues until 15 months after purchase when the warranty was expired. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

78.2022023141 (ES)

Date Complaint Opened: 06/07/2022

First Licensed: 10/09/2020

Expiration: 10/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with letter of instruction for issuing temporary tags. 2022 – Three complaints closed with \$500 civil penalties each for issuing more temporary tags than allowed.

Complainant purchased a used vehicle from Respondent on 3/18/22 and alleges they have yet to receive their tag, registration and title as of 6/7/22. Respondent states they sent the registration paperwork to the clerk on 3/29 and it was sent back stating the most recent title was needed. Respondent verified the title information and sent it back with a copy of the Carfax showing the title sent originally was the most recent. Complainant received the permanent tag, title and registration right after the complaint was filed. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

79.2022022981 (ES)

Date Complaint Opened: 06/06/2022

First Licensed: 06/11/2013

Expiration: 12/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2018 – One complaint closed with \$2,000 civil penalty for engaging in false, fraudulent, or deceptive business practices.

Complainant purchased a used vehicle from Respondent in December of 2020 and alleges the transmission is slipping. Complainant alleges Respondent attempted repairs but caused further damage to the front bumper, caused a knocking noise and will not cover the repairs under warranty. Respondent states they have been in constant communication with Complainant concerning the vehicle and after recently inspecting it, was unable to reproduce the issues stated in the complaint. Because they could not reproduce the issues, they were unable to replace the part needed under the part's warranty provided by Ford Genuine Parts. Respondent recommended Complainant take the vehicle to a Ford dealership for a second opinion, hoping they could approve a part replacement on the spot if necessary. Respondent never charged Complainant for diagnosis or time spent on the vehicle and denies causing any damage to the vehicle. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

80. 2022023441 (ES)

Date Complaint Opened: 06/08/2022

First Licensed: 01/04/2017

Expiration: 12/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with letter of warning for unlicensed activity.

Complainant purchased a used motorcycle from Respondent on 3/25/22 and alleges the vehicle only got them home (12 miles), and would not crank up any further. Complainant further alleges there is an issue with the title from Kentucky and they have yet to receive it with the registration as of 6/8/22. Respondent states they previously used the title in their possession to attempt to register the motorcycle but were notified there was a higher title number in Kentucky. Respondent has been trying to rectify the issue with little luck. Therefore, Respondent offered to refund Complainant in full and unwind the deal. This was accepted by Complainant. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

81. 2022023651 (ES)

Date Complaint Opened: 06/09/2022

First Licensed: 06/28/2016

Expiration: 10/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 11/5/21 and alleges the check engine light came on less than 24 hours later. Complainant had to get a sensor replaced to fix the issue and alleges the mechanic told her the vehicle was “unsafe to drive due to the tie rod being broken.” Complainant alleges they have spent \$4,000 repairing the vehicle within six days after purchase. Respondent states Complainant was able to test drive the vehicle for as long as he wanted and also took it to a mechanic of his choice prior to purchase. Respondent states it is impossible for a vehicle to even be somewhat mobile with a broken tie rod. Respondent asked the Complainant to bring the vehicle in after citing an outlandish list of alleged problems. Respondent states Complainant refused to bring the vehicle in for an inspection and instead just demanded money. Complainant only wanted a full refund which Respondent would not do because the vehicle was purchased as is, without warranty, and they cannot be held responsible for what happens to the vehicle after purchase due to the possibility of immediate new ownership negligence. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

82.2022016531 (TH)

Date Complaint Opened: 04/25/2022

First Licensed: 02/25/2011

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2019 – One complaint closed with a letter of warning for engaging in false, fraudulent, or deceptive practices. 2022 – One complaint closed with an agreed citation for failure to include doc fee disclaimer in price.

Complainant filed this complaint after not receiving their title from Respondent. However, Complainant filed a follow-up response expressing their desire to withdraw their complaint as all their issues were resolved with Respondent. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

83.2022024491 (ES)

Date Complaint Opened: 06/15/2022

First Licensed: 11/29/2021

Expiration: 11/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent on 7/16/20 and states they were trying to build their credit rating. Complainant alleges she was advised the “rating would be reported to the credit bureau.” Complainant states the payments were astronomical and she could not afford them anymore, so she took it to a Nissan dealership to trade it in for something she could afford. Complainant claims she was told nothing was reported to the credit bureau and the vehicle was only worth \$6,000. Complainant fell behind on their payments but claims they got caught up and was promised a modification to the agreement where the amount owed would be pushed to the end of the loan, spreading out payments for another year. Complainant states Respondent repossessed the vehicle on 11/10/21 after being fraudulently promised the loan modification which she agreed to. Further, Complainant alleges Respondent included insurance in the charges included in monthly payments.

Respondent states the dealership was owned by another individual when Complainant

purchased the vehicle, with that owner selling the dealership and its assets to Respondent on 2/1/22. Respondent notes that nowhere in the contract did it state that her payments would be reported to the credit bureau and no proof has been offered of this promise. Respondent states Complainant failed to give them proof of full coverage insurance with a \$500 deductible and the original contract stated that a collateral protection fee of \$36 bi-weekly would be charged to her account if she failed to maintain full coverage insurance on the vehicle. Respondent provides the original contract which backs up their statements. There is no evidence of any violations and Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

84.2022022481 (TH)

Date Complaint Opened: 06/02/2022

First Licensed: 08/20/2008

Expiration: 07/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states Respondent expressed to them their vehicle would be available on May 19, 2022. However, Complainant states the car was delayed and would not be available on that agreed-upon date. Complainant states, as such, they requested their down payment back from Respondent but were denied.

Respondent states the manufacturer of the vehicle gave them an estimated time of arrival (ETA) of when the vehicle might be delivered to the dealership, and this was the date they provided Complainant. Respondent states, however, the ETA is subject to change, and unfortunately, the particular vehicle in question had more delays than

we expected. Respondent states Complainant was initially denied a refund because they had signed a non-refundable agreement, and the vehicle being delayed was not in their control. Respondent states, nevertheless, after reviewing Complainant's situation they believed they were entitled to a refund. Respondent states as such, Complainant can come in and pick up their refund. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

85.2022025281 (TH)

Date Complaint Opened: 06/21/2022

First Licensed: 03/10/2020

Expiration: 03/31/2024

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they were issued four temporary tags before receiving their permanent tags. Complainant states they were additionally charged twice for their tag, title, and registration. Complainant states they feel as though they were defrauded.

Respondent explained they are not the ones who sold the vehicle to Complainant. Respondent clarified the Complainant wrongly attached them to the complaint, and it was another dealer who sold the vehicle. Respondent provided the bill of sale from the Complainant showing they were not the dealer who sold the vehicle. As such, Counsel recommends closing the complaint against Respondent and opening a complaint against the correct dealer.

Recommendation: Close the complaint against Respondent and opening a complaint against the correct dealer.

Commission Decision: CONCUR.

86.2022018501 (TH)

Date Complaint Opened: 05/06/2022

First Licensed: 09/09/2019

Expiration: 09/30/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they had not received their title and tag from Respondent after purchase. Complainant states Respondent expressed to them they did not have the title but were working on getting it for Complainant. Complainant states, as such, they filed this complaint.

Respondent states since the filing of the complaint they have received the title from the Auction. Respondent states they quickly perfected the lien and mailed Complainant their permanent tag and registration information. Respondent states they apologize for the delay, as they were waiting on the title from the Auction.

While Complainant's issue was resolved, Respondent noted in their response they let Complainant use their dealer's plate while waiting for the title. As such, Counsel is recommending assessing a \$500 civil penalty for Dealer Plate Misuse under T.C.A. 55-17-114(b)(1)(I).

Recommendation: Authorize assessing a \$500 civil penalty for Dealer Plate Misuse under T.C.A. 55-17-114(b)(1)(I).

Commission Decision: Issue a Letter of Warning.

87. 2022021811 (TH)

Date Complaint Opened: 05/26/2022

First Licensed: 08/02/2017

Expiration: 08/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states the vehicle they bought from Respondent began to have problems after purchase. Complainant states they attempted to return the vehicle from Respondent and get a new vehicle because the vehicle was not safe to drive. However, Respondent denied Complainant's request. Respondent provide the signed Buyer's Guide demonstrating Complainant purchased the vehicle was purchased "as-is" without warranty. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

88. 2022018791 (TH)

Date Complaint Opened: 05/09/2022

First Licensed: 02/02/2021

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states on April 29, 2022, they purchased a vehicle from Respondent. Complainant states they were given a title and bill of sale at the time of purchase. Complainant states, however, when they went to register the vehicle on May 2, 2022, they were informed they did not have the most recent title. As such, Complainant reached out to Respondent and filed their complaint.

Respondent states Complainant is not the one who purchased the vehicle from them. Rather, Respondent states it was Complainant's son who purchased the vehicle. Respondent states they reached out to the vehicle purchaser multiple times asking them to come back in order to correct the accidental mistake on the title, but they refused because of the distance of the drive. Respondent states, the purchaser's father ended up coming in the day before their response and they are correcting the title issue together. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

89.2022022471 (TH)

Date Complaint Opened: 06/02/2022

First Licensed: 02/02/2021

Expiration: 01/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant states they are filing their complaint due to delay in receiving their title. However, Respondent updated counsel expressing Complainant has received their title since filing their complaint. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

90.2022018561 (TH)

Date Complaint Opened: 05/06/2022

First Licensed: 05/26/2011

Expiration: 05/31/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant states they purchased a vehicle from Respondent. Complainant states they are filing their complaint due to delay in receiving their title. However, Respondent updated counsel the issue has since been resolved. Respondent states they took the vehicle back from Complainant and refunded them due to a delay in them receiving title and being able to release it to Complainant. As such, Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

91.2022014101 (ES)

Date Complaint Opened: 04/08/2022

First Licensed: 01/08/2013

Expiration: 11/30/2023

License Type: Motor Vehicle Dealer

History (5 yrs.): 2017 – One complaint closed with \$2,000 civil penalty for unlicensed activity.

Complainant alleges Respondent misrepresented purchased vehicle. Complainant alleges the vehicle had extensive rust damage that was hidden and not disclosed at the time of sale. An investigation was conducted. The investigation revealed that the vehicle was purchased as is, without warranty. Respondent did make a payment to Complainant in the amount of \$600 to help with necessary repairs. Respondent admitted to using spray paint to help detail parts of the vehicles for sale, but not to cover up rust. Respondent states they purchase most of the vehicles from auction and will allow consumers to return them if faults are found, with excessive rust being a valid reason. Respondent has further offered to repair any mechanical issues and charge for parts but not for labor. Complainant declined this offer. Counsel recommends closure

Recommendation: Close.

Commission Decision: CONCUR.

92.2022011861 (ES)

Date Complaint Opened: 03/25/2022

First Licensed: 12/09/2020

Expiration: 10/31/2022

License Type: Motor Vehicle Dealer

History (5 yrs.): None.

Complainant purchased a used vehicle from Respondent is alleging that the Respondent never sent them their tags or title. Further, Complainant believes the vehicle was salvaged and possibly did not have a rebuilt title. Respondent failed to respond to this complaint. An investigation was conducted. The investigation revealed Respondent did sell a salvage vehicle without a rebuilt title to Complainant but Respondent claims he did not know that this was not allowed. Respondent states he will take full responsibility for this mistake. Complainant has filed a civil lawsuit against Respondent and cannot provide us with any documents at this time considering the ongoing civil litigation. Counsel recommends issuing a \$3,000 civil

penalty for failure to use a proper disclosure when selling a salvage vehicle (\$500) and selling a salvage vehicle without a rebuilt title (\$2,500).

Recommendation: Authorize a \$3,000 civil penalty for selling a salvage vehicle without a rebuilt title and failing to disclose it was a salvage vehicle

Commission Decision: CONCUR.

93.2021081201 (ES)

Date Complaint Opened: 12/30/2021

First Licensed: 04/15/2019

Expiration: 03/31/2023

License Type: Motor Vehicle Dealer

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

Complainant alleges that the Respondent failed to release their title. Respondent has failed to respond to the complaint so an investigation was conducted. The complainant did not cooperate or communicate with the investigator despite numerous attempts to communicate. The Respondent provided proof that the issue has been resolved and the title has been transferred, and the vehicle has been registered. Counsel recommends closure.

Recommendation: Close.

Commission Decision: CONCUR.

RE-PRESENTATIONS

94.2021016661 (TH)

Date Complaint Opened: 03/03/2021

First Licensed: 10/13/2015

Expiration: 09/30/2021

License Type: Motor Vehicle Dealer

History (5 yrs.): 2016 – One complaint closed with letter of warning for failure to maintain temporary tag log.

A Notice of Violation was issued against Respondent on February 26, 2021 for not posting its business hours, expired business license, and selling a salvaged vehicle before receiving a rebuilt title.

Respondent stated that his sign got blown off and damaged by a storm. Respondent further stated that due to the pandemic his hours have been almost non-existent and he had to terminate employees. He did not want people just showing up on the lot so he changed his hours to “appointment only”. Respondent mainly opens up Fridays and Saturdays to collect payments. Respondent admitted to selling a salvaged vehicle and issuing a temporary tag before receiving a rebuilt title. The business license was renewed but had not been hung on the wall when the inspector visited.

Recommendation: Authorize a civil penalty of \$2,750.00 for failure to have appropriate business hours and issuing a temporary tag on a salvaged vehicle.

Commission Decision: Concur.

New Information: Counsel was informed by the owner of Respondent’s family that the owner had recently passed away. The owner was the sole runner of Respondent, and his family is in the process of trying to sell and close the dealership. They expressed to Counsel they would not be continuing to operate the dealership on their own. As such,

Counsel recommends closure.

New Recommendation: Close.

New Commission Decision: CONCUR.

95.2022004161 (TH)

Date Complaint Opened: 02/03/2022

First Licensed: 10/13/2015

Expiration: 09/30/2021 (Expired)

License Type: Motor Vehicle Dealer

History (5 yrs.): 2021 – One complaint closed with payment plan for \$2,750 civil penalty setup for issuing a temporary tag to a salvaged vehicle and failure to post business hours.

On February 1, 2022, an inspection was completed at Respondent's establishment. During the inspection, Respondent was found to be open according to their posted days and hours. The inspector states when they arrived the front door was open, so they went into a meeting with the Owner who was speaking to another unidentified individual. The inspector states the owner immediately stated they were not open for business due to their license being expired. Respondent expressed to the inspector they were in the process of becoming an LLC and were waiting for their CPA. The inspector states they then asked Respondent to see the titles for the lot and located an open title. The inspector states they also discovered through Versa Respondent's Garage Liability (expired September 2020) and Surety Bond(expired September 2021) are both expired.

As such, the inspector issued a Notice of Violation for the Motor Vehicle Dealer Licensing Laws found in T.C.A. § 55-17-114(b)(1)(M), T.C.A. § 55-17-109, Tenn. Comp. R. & Regs. 0960-01-.12, and Tenn. Comp. R. & Regs. 0960-1-.15. The issued

Notice of Violation included photocopies of the violations in question. A proposed Agreed Citation was sent to Respondent on February 3, 2022, for a total of \$1,750.00 in civil penalties. The penalty was based on the following: Unlicensed Activity- 55-17-109 Expired License (first offense, \$500), Open Title- 55-17-114(b)(1)(M) - (1 title) (first offense, \$500.00), Expired Surety Bond- 0960-1-.22 (first offense \$500) and Expired Garage Liability- 0960-1-.15 (first offense \$250.00).

On February 28, 2022, Respondent answered the proposed Agreed Citation. While Respondent did sign the agreed citation, they included a request for a payment plan. Respondent states they are willing to pay the penalty but need more time to acquire the funds and will need a payment plan set up.

Recommendation: Authorize a \$1, 750 civil penalty (Unlicensed Activity- 55-17-109 Expired License (first offense, \$500), Open Title- 55-17-114(b)(1)(M) - (1 title) (first offense, \$500.00), Expired Surety Bond- 0960-1-.22 (first offense \$500) and Expired Garage Liability- 0960-1-.15 (first offense \$250.00)).

Commission Decision: Concur.

New Information: Counsel was informed by the owner of Respondent's family that the owner had recently passed away. The owner was the sole runner of Respondent, and his family is in the process of trying to sell and close the dealership. They expressed to Counsel they would not be continuing to operate the dealership on their own. As such, Counsel recommends closure.

New Recommendation: Close.

New Commission Decision: CONCUR.

Date Complaint Opened: 05/18/2021

First Licensed: N/A (Unlicensed)

Expiration: N/A

License Type: Motor Vehicle Dismantler/Recycler

History (5 yrs.): None.

This is an administrative complaint opened upon receiving information that Respondent, a repair shop, occasionally acquires vehicles without titles or proof of legal ownership. Respondent strips the vehicles down and sell the parts, then scrap what is left. The local police department has intercepted reported stolen vehicles from Respondent's location. Respondent has claimed to purchase the vehicles from private sellers online and through Facebook Marketplace. No criminal charges have been filed at this time. An investigation was conducted and Respondent cooperated, admitting to occasionally disassemble vehicles for parts that were no longer roadworthy and selling parts to customers. Respondent states they may have made \$1,500-\$2,000 on used parts in the last 8 months. Counsel recommends issuing a \$500 civil penalty for unlicensed D & R activity and a cease and desist letter.

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

Commission Decision: Concur.

New Information: Counsel sent an investigator to attempt to personally serve the Respondent with the Consent Order considering all mail has been returned undeliverable for some time. The investigator found that the business has been closed since the fall of 2021. After discussion with the Director, Counsel recommends closing this complaint, noting that if the owner tries to open another business and further allegations of unlicensed activity persist, we can take action at that time.

New Recommendation: Close.

New Commission Decision: CONCUR.

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

ROLL CALL VOTE

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

MOTION CARRIED

LEGISLATIVE UPDATE – General Counsel, Erica Smith

Nothing to Report

RULES COMMITTEE

Nothing to Report

AUDIT COMMITTEE

Nothing to Report

NEW BUSINESS

Nothing to Report

OLD BUSINESS

Commissioner Norton mentioned the E-titling, and updated the Commission on the continuing effort to introduce the State of Tennessee to E-titling, which will be very assistive to the industry.

RECESS UNTIL FORMAL HEARING TO BE HELD AT 1:00 P.M.

Chairman Roberts called for a motion to recess.

Commissioner Vaughan made a motion to adjourn the meeting, seconded by Commissioner Norton.

VOICE VOTE - UNANIMOUS

MEETING IN RECESS UNTIL 1:00 P.M.

John Roberts, Chairman_____