CL-10985209-4907

TN Department of Commerce & Insurance

April 7, 2017

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)

MAY - 9 2017

National Highway Traffic Safety Administration (NHTSA)
400 7th S W
Room 5232
Washington, DC 20590
888-327-4236
TTY 800-424-9153
www.nhtsa.gov

RE: [redacted]

Dear Sir/Madam:

The Tennessee Division of Consumer Affairs would appreciate your assistance with the enclosed complaint from [redacted] Understanding that the scope of this complaint is not within the Division of Consumer Affairs jurisdiction, our agency is forwarding this complaint to your department for review and appropriate action.

As a courtesy to the consumer, we are forwarding you a copy of this complaint. Please feel free to contact [redacted] directly in order to discuss the issues raised in the complaint or should you need additional information.

Our agency thanks you for your attention given to this matter.

Sincerely,

Moshe Cole
Consumer Protection Spec.2
615-741-4741
FAX: 615-532-4994
moshe.cole@tn.gov

Enclosure

ET
5.9.17
LD

New

Consumer Complaint

Commerce & Insurance
Division of Consumer Affairs
500 James Robertson Parkway, Twelfth Floor
Nashville, TN 37243-0600
(615) 532-4994 Fax

Received in office: RECEIVED FEB 03 2017 By

For official use only:
subject code: ______
assigned to: ______
File # : ______

Section I: How Do We Reach You? Your Contact Information

Please Print Clearly or Type. All fields marked with an asterisk (*) are required. Provide as much information as possible.

*Name: [redacted]
*Address: [redacted]
*City: NASHVILLE *State: TENN *Zip: [redacted]
*(Tennessee Residents only) County: [redacted]
Phone: Home: [redacted] Work: (____) ______ E-mail address: [redacted]
Best Contact Time: Any Time

Section II: Who Is Your Complaint Against? Business Contact Information

*Business Name: ~~[illegible]~~ / AKA. BMW OF NASHVILLE
Contact Person: ______
*Address: OAKS ARMORY DRIVE / 4040 ARMORY OAKS DRIVE
*City: NASHVILLE, TENNESSEE *State: TENN *Zip: 37204
Phone: (____) ______ Fax: (____) ______
E-mail address: ______ Website address: ______
Type of Product or Service: New & Used Vehicles.

Section III: What Happened? Details of Incident

*Amount involved: $ 13,642.00 How did you pay? BANK CONTACTED. *Date of transaction: 11/21/2016
*Have you contacted the business about this complaint? Yes If YES, to whom and when: MANAGER
*What are you asking the business to do? I'M ASKING TO HONOR THE CONTRACT OF PURCHASE VEHICLE / They have sold me AN AIR BAG RECALLED 2010 BMW 328 I + They HAVE NOT TRANSFER OR REGISTER VEHICLE.
*What did the business do? SINCE ~~[illegible]~~ NOV 21-2016 NOTHING / FAIL TO COMPLY WITH CONTRACT AGGREEMENT. + FURTHER KEPT MY CAR IN Their Shop FOR ALMOST A MONTH. AS OF JAN 30TH CAR HAS NOT BEEN REGISTERED
List all agencies you have contacted about this complaint: TN / COMMERCE & INSURANCE.
*Have you or the business filed a lawsuit regarding this complaint? ☐ YES ☑ NO
Was this product or service advertised? ______ If YES, when and where? ______
(Please send a copy of the advertisement, if it is available.)

IN-0980 (Rev. 11-04)

Section III: What Happened?
(Continued)

*Briefly describe your complaint and include all important facts. Use chronological order, by dates. Include copies of any contracts, sales slips, canceled checks, correspondence or supporting documents. DO NOT mail original documents; these will NOT be returned.

Simple They Has Fail to Comply with Consumer Rights, and violated motor vehicle laws in order to Register car in appropiate time frame.

11-21-2016 Vehiche Bought/Financed. As of Jan 30th 2017 Vehicle has not been titled or Registered / In Addition Vehicle on Air Bag Recalled List. I want my Trade In Returned Immediately.. Motor Vehicle Commission and Dealer Bond have been noticed.

Section IV: Automobile Complaints
Required Information for Automobile Complaints Only

*Year: 2010 *Make: BMW *Model: 328I.

*Vin Number: WBAPH765XAN[redacted]

Section V: Final Step

If you hire an attorney and/or file a private lawsuit, you have a limited time to sue under the Consumer Protection Act. You have one (1) year from the time you found out about the deceptive act or practice, and no more than five (5) years from the time the deceptive act or practice occurred. Consult a private attorney regarding your legal rights.

By my signature below, I hereby attest to the accuracy and truthfulness of the content, I authorize the Tennessee Division of Consumer Affairs to se[redacted]nd I understand this complaint may be used in legal proceedings brought under the Tenn[redacted]

*Signature *Date Jan 30th 2017

All complaints submitted to the Tennessee Division of Consumer Affairs are subject to the Public Records Act, T.C.A. Title 10, Chapter 7.

OPTIONAL: We would appreciate having the appropriate boxes checked

Age: ☐ 18-29 ☐ 30-39 ☐ 40-49 ☐ 50-59 ☐ 60 or older

Is your home telephone number registered on the Tennessee Do Not Call List? ☐ Yes ☐ No

Is your home telephone number registered on the National Do Not Call List? ☐ Yes ☐ No

Have you previously filed any complaint(s) with this Division in the last 2 years? ☐ Yes ☐ No

If yes, please state against whom ____________

TN Department of Commerce & Insurance

January 26, 2017

[redacted]

Nashville, TN [redacted]

FILE NUMBER: [redacted]
COMPLAINANT:
RESPONDENT: **BMW of Nashville**

Dear Complainant:

Under the authority granted it under **Tenn. Code Ann. § 55-17-101** and **The Administrative Rules of the Tennessee Motor Vehicle Commission**, and in the interests of the public and its welfare, the Motor Vehicle Commission is charged by the Tennessee General Assembly with the regulation of the licensing of motor vehicle manufacturers, distributors, dealers, salespersons and their representatives doing business in the State of Tennessee in order to prevent frauds, impositions and other abuses upon its citizens.

Your complaint against the above referenced company and/or individual has been received by the Tennessee Motor Vehicle Commission.

This complaint will be handled in accordance with the policies and procedures of the Motor Vehicle Commission and the Uniform Administrative Procedures Act, Tenn. Code Ann. § 4-5-101 et seq. All official actions of the Tennessee Motor Vehicle Commission cannot be executed by the Commission's administration; any and all such actions must be authorized by the Commission. Accordingly, no official information will be available about your complaint until such Commission action is taken at a duly convened meeting.

Please be advised that the authority of the Tennessee Motor Vehicle Commission extends only to the discipline of licensees and the regulation of the motor vehicle industry, and its authority exists concurrently with other authorities. **If the purpose of your complaint be the recovery of loss or the compulsion to perform a contract, please contact the Division of Consumer Affairs, and/or bring suit in your local jurisdiction.**

Please refer to the referenced complaint number when contacting this office. If further information or assistance is required, contact the undersigned at the number noted above.

Regards,

Amber Ryder, AARB II
Complaints Program Coordinator
TENNESSEE MOTOR VEHICLE COMMISSION

cc: Matthew Reddish
Assistant General Counsel
Complaint File

Department of
Commerce &
Insurance

PS. Enclosed is a Copy of Unsigned retail Installment Contract.

(CAK) Buyer never Agreed To This Contract.
All that and on Top / Contract (Finance never Signed by Buyer / All Sorts of motor vehicles Statues Broken. [redacted]

Dear Consumer:

Thank you for contacting the Tennessee Division of Consumer Affairs. We have attached a complaint form along with a helpful pamphlet that describes the complaint process.

Please complete the entire form making sure to list any monetary amount and sign your name. Please block out all personal information such as Social Security Numbers, bank account numbers, etc. Your file will become public record. Mail the completed form along with copies of any documents that support your complaint to:

Commerce and Insurance
Division of Consumer Affairs
500 James Robertson Parkway, 12th Floor
Nashville, TN 37243-0600

We look forward to assisting you in resolving this issue.

Tennessee Division of Consumer Affairs

PS

They Have Fail To Comply with Contract Agreement From Nov-21ST 2016 - AS of Jan 30th 2017 They have not gotten Plates or Lien Receipt For Santander Bank / In Addition Sold A Car with Air Bag Recalled Issues and Kept Car in Their Shop For Almost A month.
2 months and 15 days no Transfers or lien Receipts.

I want my Trade In Returned Immediately
Thank you [redacted]

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
MOTOR VEHICLE COMMISSION

500 JAMES ROBERTSON PARKWAY
DAVY CROCKETT TOWER, 2nd FLOOR
NASHVILLE, TENNESSEE 37243-1153
(615) 741-2711 FAX: (615) 741-0651

DATE 1/26/17

(COMPLAINANT/CLAIMANT)

[redacted]

Nashville, TN [redacted]

RE: CLAIM AGAINST DEALER SURETY BOND

Dear Claimant:

Pursuant to your request to file a claim against the surety bond of:

DEALERSHIP BMW of Nashville

ADDRESS 4040 Armory Oaks Drive

CITY, STATE & ZIP Nashville, TN 37204

Enclosed you will find a copy of the dealer's surety bond on file with the Commission. You should file your claim **DIRECTLY WITH THE BONDING COMPANY.** You should include a statement as to why you are filing against the bond, and all your supporting documentation regarding the allegations against the dealer. There is no need to send a copy of your letter to the Tennessee Motor Vehicle Commission.

If you are in need of further assistance, please contact the Commission at 615.741.2711.

*Be sure to include the surety bond number on the letter you send to the bonding company.

Berkley Insurance Company
444 W. 47th Street, Ste 900
Kansas City, MO 64112

No. BI-1345h

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Patrick T. Pribyl; Debra J. Scarborough; Mary T. Flanigan; Jeffrey C. Carey; Laura M. Buhrmester; Christy M. Braile; Charissa D. Lecuyer; Evan D. Sizemore; Charles R. Teter, III; Rebecca S. Gross; Larissa Smith; C. Stephens Griggs; or Tahitia M. Fry of Lockton Companies, LLC of Kansas City, MO* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of March, 2016.

Attest: Berkley Insurance Company

(Seal) By [signature] By [signature]

Ira S. Lederman, Senior Vice President & Secretary

Jeffrey M. Hafter, Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 8th day of March, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of OCT 05 2016

(Seal) [signature]
Vincent P. Forte

MOTOR VEHICLE DEALER BOND

BOND NO [redacted]

SURETY BOND

That we Sonic Automotive of Nashville, LLC dba BMW of Nashville *(dealer) as Principal and* Berkley Insurance Company *a surety company with a certificate of authority to transact insurance business in the State of Tennessee, as surety are held and firmly bound unto the duly appointed and qualified Director of Tennessee Motor Vehicle Commission, and the successors in office of said Director, in the penal sum of FiftyThousand Dollars, for the payment whereof well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, legal representatives, successors and assigns, firmly by these presents:*

Signed and Sealed this 5th *day of* October , 2016 .

The condition of the above obligation is such that:

WHEREAS, the above named principal has made to the obligee hereunder application for a license, pursuant to Tennessee Code Annotated 55-17-111, to engage in the business of buying, selling or dealing in motor vehicles or offering or displaying motor vehicles for sale, as defined by the said law, and

WHEREAS, the above named principal is required as a condition precedent to this appointment as such dealer to deliver annually to the obligee hereto a good and sufficient surety bond for the license period for protection of any person who suffers loss because of either: A) Nonpayment by the dealer of a retail customer's prepaid title, registration other related fees or taxes. B) The dealer's failure to deliver in conjunction with the sale of a vehicle a valid vehicle title certificate free and clear of any prior owner's interests and all liens except a lien created by or expressly assumed in writing by the buyer of the vehicle.

NOW THEREFORE, the condition of this obligation is such that if the principal shall faithfully perform his duties in conformity with the provisions of Chapter 321 Public Acts of 1993, State of Tennessee, then this obligation shall be considered void; otherwise to remain in full force and effect.

This bond becomes effective as of November 1 , 2016 *and expires* October 31 , 2018 *in support of a Tennessee dealer's license issued for the term ending* October 31 , 2018 . *This bond may be continued by certificate for subsequent periods in support of the Tennessee dealer's license so issued.*

Provided, however, that the aggregate liability of the surety hereunder shall in no event exceed the sum of the bond, regardless of the number of years continued.

Provided, further, the surety shall have the right to terminate its liability hereunder whether by cancellation during term or nonrenewal by serving written notices of its election so to do, by United States certified mail, upon the obligee and upon the principal, and thereupon the surety shall be discharged from any liability hereunder for any default of the principal, after the expiration of sixty days from and after service of such notice, but said release shall not discharge or otherwise affect any claim theretobefore or thereafter filed by a person for loss or damage resulting from any act or practice which is a violation of Chapter 321, Public Acts of 1993, alleged to have occurred while said bond was in effect, nor for a dealer's ceasing operations during the term for which said bond was in force.

Witness our hands and official seals this 5th *day of* October , 2016 .

Sonic Automotive of Nashville, LLC dba BMW of Nashville
NAME OF DEALERSHIP

By:
SIGNATURE OF PRINCIPAL (SEAL)

Berkley Insurance Company
NAME OF SURETY

Greenwich, CT 06830
ADDRESS OF SURETY

Laura M. Buhmester Attorney-in-Fact
NAME OF SURETY AGENT

By Laura M Buhmester
SIGNATURE OF SURETY AGENT (SEAL)

BERKLEY INSURANCE COMPANY CORPORATE SEAL DELAWARE

APPROVED,

EXECUTIVE DIRECTOR
MOTOR VEHICLE COMMISSION

DATE: 10-25-16

IN-1316 (Rev. 11/03)

444 W. 47th Street, Ste. 900, Kansas City, MO 64112-1906
ADDRESS OF SURETY AGENT

Surety Phone No. 203-542-3800

POWER OF ATTORNEY MUST BE ATTACHED

DEAL# 133316
STK # [redacted]
CUST# [redacted]
FORM# 37812

Dealer Number 1779

SA 139S-FI

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
[redacted] NASHVILLE, TN [redacted] COUNTY: DAVIDSON	N/A	BMW-MINI OF NASHVILLE 4040 ARMORY OAKS DRIVE NASHVILLE, TN 37204 615/850 4040

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2010	BMW 328I SED	WBAPH7G5XAN[redacted]	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐ N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 850.00 is
20.60 %	$ 10582.82	$ 13842.46	$ 24425.28	$ 25275.28

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 339.24	Monthly beginning 01/05/2017
N/A	N/A	N/A

Or As Follows: N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 1.00 or 5 % of the part of the payment that is late, whichever is greater.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Returned Check Charge: You agree to pay a charge of $ 30.00 if any check you give us is dishonored or any electronic payment is returned unpaid.

WARRANTIES SELLER DISCLAIMS
Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

APPLICABLE LAW
Federal law and the law of the state of Tennessee apply to this contract.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X ______________________ Co-Buyer Signs X N/A

11/21/2016 04:28 PM

Buyer Initials ________ Co-Buyer Initials N/A

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X ________ Co-Buyer Signs X N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X ________ Date 11/21/2016 Co-Buyer Signs X N/A ________ Date ________

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X ________ Address ________

Seller signs BMW-MINI OF NASHVILLE Date 11/21/2016 By X ________ Title ________

Seller assigns its interest in this contract to Santander Consumer Usa Inc (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

BMW-MINI OF NASHVILLE

Seller By Title

PS: These Forms Never Signed by Buyer In Addition To Everything Else

1) No Registration Since Nov 21st 2016 As of Feb 1 -2017 Still No Plates or Lien with Bank.

2) Air Bag Recall List

3) Kept Car in there Shop For A Month.

4) No Finance Installment Signed. Unless They Falsefied It.

Sierra Pruitt [redacted]

From:	[redacted]
Sent:	Monday, January 30, 2017 8:16 PM
To:	Sierra Pruitt
Subject:	RE: Complaint Form

Hi Sarah. , Thanks for your kind attention , Im mailing first thing in morning filled out forms. included is my letter from tennesse motor vehicle and the dealers bond insurance information in which there also being informed. If you'll see there are a number of serious violations. Finally , besides the airbag recall issues and not honoring contract with proper registrations and tags noticed that finance contract were not signed by this writer...it's been since Nov 21 2016 to current date ..that paperwork has not been finalized ... the bank (lienholder) is aware of these serious violations and are. working closely to cancel the purchase of said vehicle from bmw of Nashville. Me and my family have been very stressed out and disappointed how this supposedly reputable dealership have steeped over motor vehicle laws and consumer rights I have as a consumer . Thank you once again , all tho I don't like filing any claims ,I've had no choice then to defend my rights as a consumer so that this doesn't happen to anyone else in the near future. Thanks and I hope that their reprimanded and comply and return my trade In vehicle and put this thing to Rest. I do not want to do any business this way. ..I would like to have my trade in car 2001 bmw returned immediately . The Insurance bonding company has also been notified Berkey insurance in Kansas city missouri , which are the steps to secure a safe buying experience for all honest consumers. trying to purchase a vehicle with complete safety from things like this happening.. thanks again Sarah ..hope is ok to call you Sarah ..

Sent from my MetroPCS 4G LTE Android device
-------- Original message --------
From: Sierra Pruitt <Sierra.Pruitt@tn.gov>
Date: 1/30/2017 11:23 AM (GMT-06:00)
[redacted]
Subject: Complaint Form

Thank you for contacting The Division of Consumer Affairs regarding your complaint. Enclosed is the complaint form along with a brochure that explains our process.

Thanks in advance,

Sierra Pruitt

The Division of Consumer Affairs

500 James Robertson Pkwy, 12th Floor

Nashville, TN 37243

(615) 741-4737

(615) 532-4994 (fax)

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500 James Robertson Pkwy. 12th Floor
Nashville, Tenn. 37243-0600.
Att: Ms. Sierra Pruitt.

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TN Department of Commerce & Insurance

Tennessee Division of Consumer Affairs
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