The Department of Transportation is revising the Wisconsin Buyers Guide, form MV2872. The last revision in 2010 addressed warranty and contract changes, but it has been several years since updates to the rest of the form have been considered. WisDOT worked diligently with trade organizations and dealer groups to ensure all changes were reflective of current industry practices and standards. Dealers will be required to use the new form beginning January 1, 2015, and it will be available by our authorized vendors soon. A complete explanation of all changes is below:

- **Drive Type:** “AWD” was added to 4WD to account for a growing number of vehicles classified as AWD and not necessarily 4WD by definition.

- **Service Fee:** “Additional” was removed to make it easier for both consumers and dealers to explain/understand.

- **Transmission:** The area previously used to identify how many speeds a vehicles transmission had was removed. Historically, it was only completed when the vehicle had a manual transmission but should have been completed with automatic transmission, too. Because of this continued confusion the area was removed.

- **Vehicle History:** The purpose of Vehicle History disclosure is to inform consumers of previous vehicle use which may influence their decision to purchase. With an increasing number of vehicles being repaired and placed back on the roadway, WisDOT added a category of “titled to insurance” for disclosure purposes. This box must be checked if a dealer has knowledge of a vehicle previously being titled to an insurance agency or company.

- **Title Brands:** The term “Lemon” was added to Manufacturer Buyback to better define it for the consumer. Additionally, “Previously titled in” was changed to “All states titled in.”

(Continued on the next page.)
Frequently, dealers only disclosed the last previous state a vehicle was titled in and not all of them as required by law. This language should help alleviate that misunderstanding.

♦ **Warranty and Service Contract Information:** Much of this information remained the same but was moved around, so it is more easily understood. The three most notable changes are AS-IS was moved to the top, FTC Federal Buyers guide AS-IS disclosure language was added, and the dealer is able to specifically define when the warranty term begins.

♦ **Used Vehicle General Condition:**
  
  o **Heating and Cooling System:**
    
    The antifreeze rating was removed, and the system problem was clarified to identify an *engine* heating or cooling system problem. This section is not to be used for interior cabin heating or cooling. That is identified below in the Other Equipment section.
  
  o **Electrical:**
    
    The three categories were combined into one as they’re all interrelated.
  
  o **Engine:**
    
    Because of the growing number of hybrid and electric vehicles entering the marketplace, categories for Electric and Hybrid were added. For disclosure purposes, if a vehicle solely runs on electricity and is identified by the manufacturer as an electric only vehicle, the Electric box should be checked. If the vehicle is designated by the manufacturer as a Hybrid then it should be marked as a Hybrid. Note: Hybrid should not be used for vehicles with Active Fuel Management, Cylinder Deactivation or other similar technologies which reduce the number of cylinders in use for certain driving situations. Hybrid should only be used when a vehicle has the ability to operate with two or more fuel types.
    
    “Misses or backfires” along with “Idles improperly, stalls, diesels” were removed.
    
    “Abnormal exhaust or engine smoke” was added and the ability to identify an “inoperative turbo” and “modified” engines.
  
  o **Gauges and Warning Devices:**
    
    Along with disclosing whether a gauge or device identified a system problem, the ability to disclose whether a gauge or device was completely inoperative was added.
  
  o **Repaired Damage:**
    
    Knowledge of frame repair or replacement and *knowledge* of any repairs to strut tower, floor pan, frame or structural portion of the unibody were added. This includes information learned through vehicle history reports, auction announcements or any other direct knowledge by the dealer.
  
  o **Other Equipment:**
    
    Interior Cabin Heating System, Navigation/Entertainment System and Interior Light problems were all added. The heating and light additions were due to the number of complaints WisDOT receives regarding these issues. Navigation/Entertainment was added due to the growing number of vehicles equipped with these systems.

(Continued on Page 4.)
The Guide
Dealerships complete the Wisconsin Buyers Guide to report the original condition of the used vehicle. Information on the Guide is based on what the dealership can find using reasonable care. The Guide does not tell you everything you need to know. Test drive the vehicle. Have your own expert check the vehicle, if the dealership allows.

The Reasonable Care Standard
Dealerships are required to test drive the vehicle and to inspect the interior and exterior of the vehicle including under the hood and under the vehicle. They are not required to take the vehicle apart (except brakes or run tests unless necessary to diagnose apparent symptoms. Dealerships are required to report information if test drive or inspection reveals a condition that is apparent. It is up to you to contact the dealership

Vehicle History and Title Brands
A vehicle’s past may affect its performance, warranty, and value. Using reasonable care, dealerships report vehicle history use and permanent brands that are on the title or will be on the next title as required by $42.2 Wis. Stats. Information on the Title
Be sure to read both sides of the title before you sign a purchase contract. Look more closely at a vehicle if the title shows:

* Multiple title
* Title brands describing important vehicle history
* Many owners since last title was issued

The vehicle’s previous owner, whose name and address are on the title, may provide useful information. The dealership will give you the name and address of the previous owner if you ask for it.

Title Brands
This will have these brands:
- Salvage Brand
- Rebuilt Salvage
- Damage Claim Payment
- Flood Damaged
- Demo/Manufacturer Buyback/Lender
- Other

Odometer Reading
 odometer may not reflect actual mileage due to factors such as:
- Vehicle may have been driven in high-mileage areas
- Odometer may not reflect actual mileage
- Odometer may not accurately reflect actual mileage

Warranty & Service Contract Information
For the separate document for warranties and service contracts. Dealer dealings involving the car or vehicle are the responsibility for any non-warranty issues. Terms agreed to on the purchase contract are final.

Manufacturer Warranty Information
Dealers are not a party to any manufacturer warranty. The dealer warranty is the same as the manufacturer warranty. The service records are the responsibility of the manufacturer.

Limited Extended Warranty/Service/Contract provided by:
Manufacturer | Warranty Company | Dealership
(Original Warranty) | (Extended Warranty) | (Details)

Liability percentage of repair costs to be paid by:

Warranty term begins on:

Vehicles sold as

October 2014

PLAIN DEALING
Wisconsin Buyers Guide

Year Make, Model
VIN Number
Dealership Name

Vehicle General

Used Vehicle Condition

1. Handling and Cooling System
2. Drive Train
3. Suspension
4. Braking System
5. Exhaust System
6. Lights

Vehicle Equipment Requirements

To safely and legally operate this vehicle on Wisconsin highways, all items listed below must be in good running condition according to TRANS 205, Wis. Adm. Code.

- Legal
- Legal
- Legal
- Legal
- Legal
- Legal

Brakes System
- Parking Brake
- Service Brakes
- Bumpers
- Doors, Hoods and Trunk Lid
- Emission Equipment
- Horn
- Lights
- Restraining Devices and Seats
- Airbags
- Speedometer
- Steering Components
- Suspension
- Tires and Wheels
- Windshield, Windows and Mirrors
- Windshield Defroster, Wipers and Washers

All items marked "YES" or "NOT Legal".

Explain all items marked "YES" or "NOT Legal".

Definitons of What is Inspected

Brakes System
- Includes rotors, pads, drums, shoes, parking brakes and fluid leaks.
- Bumpers includes other crash protection features.

Charging System
- Alternator and voltage regulator

Cooling/Heating System
- Includes hoses, radiators, heater core, thermostat, fan and water pump.

Doors, Hoods and Trunk Lid
- Includes hinges, locks and latches.

Engine Drive Train
- Includes the following, as equipped:
- Transmission, transaxle, differential, U-joints, CV joints, transfer case, driveshaft, axles.

Emission Equipment
- Listed on underhood EPA label. Vehicles must pass a state emission test within 45 days of sale:
- Keep in mandatory testing counties,
- GWP rating is 14,000 lbs. or less,
- 6 model years old or older.

Fluid Levels
- Includes the following, as equipped:
- Engine, transmission, differential, transfer case, radiator, brake, power steering, and windshield washer.

Frame and Structural
- Includes damage, weakened by rust, repairs or alignment.

Fuel System
- Includes tank, pump, carburetor or fuel injection system.

Lights include all exterior and exterior lights.

Power Accessories
- Includes the following, as equipped:
- Windows, locks, mirrors, remote start.

Restraining Devices and Seats
- Includes belts and air bags. Airbag is legal when present and active.

Signs of Excess Oil Consumption
- Includes evidence of oil leaks, abnormal exhaust, odor or piston ring blowby.

Starting System
- Includes ignition switch, starter and solenoid.

Steering Components
- Includes proper alignment, tie rod and ball joints.
Definitions of What is Inspected:

o Drive Train:
  Driveshaft and Axle were added as elements of the drive train.

o Lights:
  Interior lights were added as an inspection item.

o Power Accessories:
  Theft Deterrent System, Keyless Entry and Remote Start were added. These have already been considered power accessories but are now being added to the definitions as a reminder to the dealer.

o Steering Components:
  Tie-Rod and Ball Joints were added as steering components.

License Plate Frames

Do you give your customers a license plate frame with your logo? If so, please be aware unlawful display of registration includes failing to install a front plate, placing the registration sticker in a location other than directed by the DMV and also obstructing most or part of the plate. This is important to note because some license plate frames can obstruct a portion of the license plate. In 2013 the Wisconsin State Patrol alone issued nearly 7,000 citations or warnings for improper display of plates. This obstruction can leave a driver at risk for being stopped by law enforcement and possibly cited. Therefore, the next time you are considering handing out a frame as a thank you, please make sure it conforms to DMV guidelines.

Attention Heavy Truck/Trailer Dealers

In order to better streamline the processing of Glider Kit Applications, please route them to the following address effective immediately:

  Glider Kits
  P.O. Box 7907
  Madison, WI. 53707-7907

For any questions, please contact the Registration and Titling Unit – Heavy Vehicle Section at 608-267-5103.
Falsifying Emissions Records

Falsifying Emissions Inspection Results Now a Class H Felony in Wisconsin

The 2013 Wisconsin Act 368 was enacted on April 23, 2014. The act created Section 110.20 (11) (c), WI Statutes, which prohibits a person from knowingly doing any of the following: “1) altering data from an emission inspection, 2) submitting a false report of data from a required emission inspection, and 3) attributing data from an emission inspection to a vehicle other than the vehicle tested. If the violator is the person performing the emission inspection, that person is guilty of a class H felony and may be fined not more than $10,000 or imprisoned not more than 6 years, or both.”

Defeat Devices and Tampering

The use of electronic parts, tools and diagnostic equipment is critical for effectively repairing motor vehicles. However, the misuse of electronic equipment, such as scan tools, can lead to violations of the Federal Clean Air Act (CAA). The penalties for CAA violations include fines, jail time and can greatly impact a business.

Some of the more common abuses include defeat devices and emission control equipment tampering.

- **Defeat devices.** It is a violation of the CAA to manufacture, sell or install a part for a motor vehicle that bypasses, defeats or renders inoperative any emission control device. For example, computer software that alters diesel fuel injection timing is a defeat device. Defeat devices, which are often sold to enhance engine performance, work by disabling a vehicle's emission controls, causing air pollution.

- **Tampering.** Prior to or after the sale or delivery to the buyer, the CAA prohibits anyone from tampering with an emission control device on a motor vehicle by removing it or making it inoperable. A vehicle's emission control system is designed to limit emissions of harmful pollutants from vehicles or engines.

Federal Regulations and Fines Associated With Tampering

The regulatory language makes it clear that tampering with emission control devices is subject to monetary fines and other penalties.

There are four specific regulatory quotes which support this consideration:

Section 86.090-25, paragraph (b)(6)(ii)(C) of the Code of Federal Regulations states:

“(C) A clearly displayed visible signal system approved by the Administrator is installed to alert the vehicle driver that maintenance is due. A signal bearing the message ‘maintenance needed’ or ‘check engine,’ or a similar message approved by the Administrator, shall be actuated at the appropriate mileage point or by component failure. This signal must be continuous while the engine is in operation, and not be easily eliminated without performance of the required maintenance. Resetting the signal shall be a required step in the maintenance operation....”

Section 86.090-25, paragraph (b)(6)(iii) of the Code of Federal Regulations states:

“(iii) Visible signal systems used under paragraph (b)(6)(ii)(C) of this section are considered an element of design of the emission control system. Therefore, disabling, resetting, or otherwise rendering such signals inoperative without also performing the indicated maintenance procedure is a prohibited act under section 203(a)(3) of the Clean Air Act, as amended in August 1977 (42 U.S.C. 7522(a)(3))”

(Continued on Page 6.)
Clean Air Act § 7522. (a) Enumerated prohibitions Air Act (CAA) states:

“(3) (A) for any person to remove or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under this subchapter prior to its sale and delivery to the ultimate purchaser, or for any person knowingly to remove or render inoperative any such device or element of design after such sale and delivery to the ultimate purchaser; or

(B) for any person to manufacture or sell, or offer to sell, or install, any part or component intended for use with, or as part of, any motor vehicle or motor vehicle engine, where a principal effect of the part or component is to bypass, defeat, or render inoperative any device or element of design installed on or in a motor vehicle or motor vehicle engine in compliance with regulations under this subchapter, and where the person knows or should know that such part or component is being offered for sale or installed for such use or put to such use;”

However, there are provisions to recognize that the emission components may be temporarily disabled during repair during the maintenance and repair of a motor vehicle. The specific language addressing this states: Clean Air Act §7522. (a) (5) No action with respect to any device or element of design referred to in paragraph (3) shall be treated as a prohibited act under that paragraph if:

“(i) the action is for the purpose of repair or replacement of the device or element, or is a necessary and temporary procedure to repair or replace any other item and the device or element is replaced upon completion of the procedure, and

(ii) such action thereafter results in the proper functioning of the device or element referred to in paragraph.”

**BOTTOM LINE: DON’T TAKE THE RISK**

**USEPA has Increased Fines for Tampering**

EPA has increased most civil penalty amounts in accordance with the provisions of the Debt Collection Improvement Act of 1996 (DCIA). The agency is required to review the civil monetary penalties under the statutes it administers every four years and to adjust the penalties as necessary for inflation according to a formula specified in the DCIA. Civil penalties were last adjusted in 2004. In a Federal Register notice, EPA states, “[T]he purpose of these adjustments is to maintain the deterrent effect of civil penalties and to further the policy goals of the underlying statutes.” Table 1 in the notice includes all past civil penalty amounts, statute by statute and the pending adjusted amounts that can be imposed on violators. The maximum daily amount that can be recovered under section 113 (b) of the Clean Air Act has now increased from $25,000 to $37,500.

For further information:


This final rule also applies to section 203(a)(3)(A) and (B) of the Clean Air Act. Manufacturer/new car dealer penalties for installing aftermarket components that in any way bypass or compromise the vehicle manufacturer’s emissions control system is $37,500. The penalty for anyone else installing aftermarket components that in any way bypasses or compromise the vehicle manufacturer's emissions control system is $3,750. These penalties also apply to improper aftermarket catalytic converter replacements.
**Emissions Repair Cost Limit for Waiver to Increase to $855, Effective July 1, 2014**

The repair cost limit for all model year vehicles subject to emissions testing increased from $840 to $855, effective July 1, 2014. This figure is adjusted annually by the DNR per NR 485.045.

Vehicles subject to emissions testing that continue to fail may be eligible for a cost waiver if actual costs of emissions related repairs exceed the repair cost limit. **Only repairs that are related to the vehicle's cause of failure can be used to apply for a cost waiver.** Costs covered by any warranty or costs to repair/replace emission control equipment that has been removed, modified or disconnected are excluded.

*The owner must have emission related repairs performed on the vehicle at a recognized repair facility or by a recognized automotive emission auto repair technician to qualify for waiver consideration.* A list of recognized repair facilities may be found at: [http://www.wisconsinvip.org/WivipPublic/Pages/RecognizedRepairFacilities.aspx](http://www.wisconsinvip.org/WivipPublic/Pages/RecognizedRepairFacilities.aspx). TRANS 131.02(39) includes franchised NEW car dealerships as recognized repair facilities.

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**The New Wisconsin Lemon Law**

Changes to the Lemon Law

The Wisconsin Lemon Law has had a number of changes made to it recently. (If a consumer purchased a vehicle before March 1, 2014, they are subject to the law as it existed before the 2014 changes were made.)

New legislation (as of on March 1, 2014) has created some new scenarios that should be noted.

The first and most important change for consumers is when they are bringing their vehicle in for a repair attempt at your dealership, they can provide the dealership (or manufacturer) with a new **Vehicle Warranty Repair Request/Nonconformity Report** form (MV2692). (This is in addition to the standard **Repair Order** form.) The Legislative Council’s summary of Act 101 (the new Lemon Law) states that the act requires a consumer to complete a form prescribed by the Department of Transportation (WisDOT) to report a nonconformity for repair. WisDOT has drafted the MV2692 so that it’s available for consumers to use when seeking any nonconformity repairs. The consumer can ask the recipient at the dealership or manufacturer to sign their copy where indicated as proof that they utilized the form during their repair visit. (The consumer may bring a copy of this MV2692 form with them, or you may provide the MV2692 form with each Repair Order form you already use.) You can print off a copy of the new MV2692 form using this link: [Vehicle Warranty Repair Request/Nonconformity Report](http://www.wisconsinvip.org/WivipPublic/Pages/RecognizedRepairFacilities.aspx).

Here are some other significant changes to the Lemon Law:

- There is now a "Heavy-duty vehicle" definition: Any motor vehicle having a gross vehicle weight rating or actual gross weight of more than 10,000 pounds. Different rules govern these vehicles.
- Starting from the delivery date of a new motor vehicle to the consumer, there is now a three-year window for filing a Lemon Law claim.
- If the consumer requests a “comparable new motor vehicle” in their Lemon Law claim, the manufacturer will now decide if they will get the requested vehicle (along with collateral costs) or a complete refund (without any use deduction).
- In regards to the provisions noted in the above bullet point, the manufacturer now has to provide either the vehicle or the refund within 45 days (or 120 days for a “heavy-duty” vehicle).
- “Double Damages” no longer are assessed automatically if a manufacturer fails to comply with the law.
- A new definition has been created for “out of service,” which is used in the definition of “reasonable attempt to repair.”

DAS Quarterly Report Numbers Published

The Dealer and Agent Section has been compiling a weekly report for many years. In the summer of 2013, DAS decided to report its numbers on a quarterly basis. This data is from the fourth quarter of FY14 (April - June 2014).

➢ Field Investigation Unit (FIU)

The following statistics represent the Field Investigation Unit’s compliance efforts, community outreach and enforcement actions.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Fourth Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIU INSPECTIONS (DEALERS)</td>
<td>266</td>
</tr>
<tr>
<td>FIU COMPLAINTS CLOSED</td>
<td>362</td>
</tr>
<tr>
<td>FIU EDUCATIONAL PRESENTATIONS</td>
<td>2</td>
</tr>
</tbody>
</table>

➢ APU/CSU

The Agent Partnership Unit (APU) answers phone calls from dealers, government agencies, financial institutions, gas stations, grocery stores and various other types of agents throughout the state. These agents electronically process either title and registration or renewal registration applications on behalf of the DMV.

The Consumer Service Unit (CSU) issues and renews multiple business license types. Individual licenses are issued to individuals who are selling or purchasing vehicles on behalf of dealerships. CSU answers dealer licensing questions and provides information to consumers about harmful practices and how to file a dealer complaint.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Fourth Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENT PARTNERSHIP UNIT PHONE CALLS</td>
<td>10,731</td>
</tr>
<tr>
<td>CUSTOMER SERVICE UNIT PHONE CALLS</td>
<td>5392</td>
</tr>
<tr>
<td>BUSINESS LICENSES ISSUED</td>
<td>538</td>
</tr>
<tr>
<td>INDIVIDUAL LICENSES ISSUED</td>
<td>3455</td>
</tr>
</tbody>
</table>

➢ Lemon Law

The Lemon Law complaint calls reflect inquiries primarily from consumers (and some dealers and lawyers) seeking information on the specifics of the Lemon Law and, to a greater degree, assistance in pursuing a claim.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Fourth Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEMON LAW COMPLAINT CALLS</td>
<td>214</td>
</tr>
</tbody>
</table>

(Continued on Page 9.)
Electronic Title and Registration Processing

 Dealers and agents processing titles and/or registration electronically:

<table>
<thead>
<tr>
<th>Date</th>
<th>Renewal agents</th>
<th>Title agents (includes dealerships)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2014 (end of 4th quarter)</td>
<td>736</td>
<td>4156</td>
<td>4892</td>
</tr>
</tbody>
</table>

These systems are available for electronic processing:
- eMV11 – for **dealers only**
- eMV Agent – for **lenders only**
- Computerized Vehicle Registration (CVR)
- Dealertrack Registration and Title, formerly known as TriVIN
- National Financial Corporation (NFC) – registration only
- Opus Inspection Inc., formerly known as Systech International LLC – registration only

Wisconsin motor vehicle dealers are required to electronically process all title/registration applications for their customers. For more information regarding electronic processing options, see: [www.dot.wi.gov/business/dealers/emv11/index.htm](http://www.dot.wi.gov/business/dealers/emv11/index.htm)

Electronic Title Delivery

 Lenders receiving electronic title records:

<table>
<thead>
<tr>
<th>Date</th>
<th>Lenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2014 (end of 4th quarter)</td>
<td>385</td>
</tr>
</tbody>
</table>

These service providers deliver and manage electronic titles:
- Assurant Specialty Property
- Dealertrack Collateral Management Services
- Decision Dynamics, Inc.
- PDP Group, Inc.
- VINtek

The electronic lien and title program (also known as ELT or e-Title) is an optional program for lien holders that prefer receiving electronic title records instead of paper titles. This program has been available since July 30, 2012. For more information regarding ELT options, see: [www.dot.wi.gov/drivers/vehicles/title/lienholder/lenders.htm](http://www.dot.wi.gov/drivers/vehicles/title/lienholder/lenders.htm)
Test Drives with Dealer Plates

Recently, the department has been asked about the use of dealer plates for safety inspection test drives. The use of a dealer plate is permitted on test drives as long as the vehicle is going to be offered for sale and is being operated for the purpose of identifying any mechanical concerns. However, a “Not Inspected For Sale” sign must be posted in the vehicle during the entire test drive. By doing this, you are compliant with 341.47(1)(d) which allows for dealer plates to be used for the “reconditioning of vehicles.” You will also comply with 139.04(6)(a)(c)(1) which allows a “Not inspected for sale” sign to be posted in lieu of the Wisconsin Buyers Guide prior to offering the vehicle for sale.

Order 2016 License Plate Stickers Now!

If you issue or renew metal license plates, plan for ordering your “16” license plate stickers! If you will be ordering license plates before mid-November, you can include a request for “16” stickers with that order. Otherwise, consider ordering now! Customers who have plates expiring in January will receive their renewal notices the last week of November. If you wait until late November or December to order, your shipment may be delayed due to the high volume of orders that we receive at that time. We recommend ordering a 6-month supply. If possible, use a T534 Plate and Decal Reorder form you received with a previous shipment, because it will have your specific reference number which will speed up processing. If you need a blank T534 form, you can contact the Agent Partnership Unit at DOTDealerseMV11@dot.wi.gov.

Two New Wheel Taxes Starting in 2015

The city of Appleton and Chippewa County will each be enacting a new wheel tax in 2015. This is a fee which is collected along with the license plate registration fee, for vehicles that are kept in either the city of Appleton or Chippewa County.

- The Chippewa County $10 wheel tax will take effect January 1, 2015 (dealer delivery date or date of operation January 2, 2015).

- The city of Appleton $20 wheel tax will take effect February 1, 2015 (dealer delivery date or date of operation February 2, 2015).
Legal Requirements For Dealer Advertising

When it comes to automobile dealer advertising, the Federal Trade Commission (FTC) is monitoring to make sure the public’s trust is not compromised.

ADAMM and the UWM School of Continuing Education have partnered for almost 25 years to monitor and educate dealers regarding the legal requirements for advertising. The program makes sure ADAMM dealer members are complying with state and federal statutes and regulations for on-line, print and electronic ads. The program also offers consultation with dealers before the ads run and mediation and training at no charge for ADAMM members. The goal is two-fold: present truthful, non-deceptive auto ads to the consumer and create a level playing field for all dealers.

On a weekly basis, personnel from ADAMM, along with Liza Longhini from the University of Wisconsin – Milwaukee’s School of Continuing Education, carefully check ADAMM dealer member ads. If an ad seems to be in violation of either state or federal law, the dealer is notified of the problem and advised on how to correct the ad. If the ad is not corrected after three warnings, the matter is referred to the appropriate state agency (Wisconsin Department of Transportation, Department of Financial Institutions, or the Department of Agriculture, Trade and Consumer Protection) for further action.

In the event there is uncertainty as to whether the ad is compliant, Liza Longhini will consult with the state agency without disclosing the name of the dealer. After the consultation, the dealer will be advised as to whether the ad needs to be modified.

On average, 3,215 ads are reviewed per year. Of the reviewed ads, 22 percent have issues, ranging from minor problems to misleading and/or deceptive claims. More than 97 percent of the ads are rectified voluntarily by the dealer and only 2.5 percent are referred to WisDOT for review. In the last several years, WisDOT has not taken any formal remedial action. There has been 100 percent compliance after WisDOT contacted the dealer.

Each year there is an average of six consultations with WisDOT regarding ad issues that are not “official referrals.” In addition, Longhini reviews about eight advertisements per month sent to her voluntarily by the dealers on a consultation basis. She then determines if the ads are compliant with state and federal standards prior to print or broadcast. WisDOT is especially appreciative of this service knowing that compliant ads are reaching the consumers.

This “self-policing” program has been extremely successful in reducing misleading and deceptive advertising in Southeastern Wisconsin and in assuring credibility for ADAMM members and their advertising. It also frees up the Department of Transportation to concentrate on other matters.

Attention All Service Departments

In order to become more familiar with the use of the new Vehicle Warranty Repair Request/Nonconformity Report form (MV2692), please read the “New Wisconsin Lemon Law” article on page 7 of this Plain Dealing.
Service Fee Disclosure

With respect to a motor vehicle consumer lease transaction, motor vehicle dealerships should be aware that Section 422.202(1) (e) of the Wisconsin Consumer Act (WCA), permits a merchant to collect any reasonable fee as long as the fee is conspicuously disclosed in writing to the prospective lessee before the execution of the motor vehicle consumer lease and the fee is not prohibited by the WCA and Chapter 429, Wisconsin Statutes. A service fee that is permitted under Wisconsin Administrative Code, Trans 139.05(8), would be considered a reasonable fee under the WCA if the fee meets the criteria set forth by the Department of Transportation (WisDOT).

It has come to the attention of the Department of Financial Institutions – Division of Banking (Division) that some dealerships are not in compliance with the aforementioned statute as the service fee is not being conspicuously disclosed prior to the consummation of the lease. The service fee must first be posted on the vehicle when it is offered for sale or lease. If the fee is not posted on the vehicle, dealerships may not charge a service fee.

To ensure that your dealership is in compliance with the disclosure requirements of the WCA, please consider the following:

If the service fee is paid at the time the lease is completed, when disclosing the service fee on the consumer lease, the fee should be itemized in the “Amount Due at Lease Signing or Delivery” section of the lease agreement. Alternatively, the service fee could be capitalized and the amount of the service fee should then be disclosed separately in the “Itemization of the Gross Capitalized” section of the lease agreement. However, please be aware that not all lease agreements include the pre-printed service fee disclosure statement that is required under the aforementioned Code.

The pre-printed statement reads as follows:

“A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.”

Therefore, dealerships that execute leases on lease agreements that do not include the pre-printed statement must complete a motor vehicle lease order or a motor vehicle pre-lease agreement that includes the disclosure statement. When using either of these forms the documents must be signed by the lessee and the amount of the service fee must be disclosed in the appropriate section of the form.

The Division and WisDOT recommend that all dealerships review their leasing practices to ensure compliance with the Statutes and Codes discussed above.

Changing Weights on a Vehicle

Did your customer request an increase in weight for their vehicle? Please DO NOT just put a check in the mail! WisDOT needs the weight change to be indicated on the MV11 (or other applicable document).

Sign up to receive Plain Dealing by email at:
http://www.dot.wisconsin.gov/business/dealers/listserv.htm
## DOT Citations

**Discount Transmission and Auto Sales, Inc.** - *Milwaukee* - Eleven citations issued for failure to transfer titles within seven business days.

**Exec Auto** - *Weston* - Two citations issued for unlicensed sales.

**H D Motors** - *Milwaukee* - Three citations issued for selling vehicles without a dealer's license.

**Haas, Mary dba Daron Hardins Whip City Auto Sales LLC** - *Milwaukee* - Two citations filed for failure of dealer to transfer title. Haas was found guilty due to no contest plea on both cases. Both forfeitures of $204 were paid in full to the court.

**Pichler, Adrian dba Mondovi Tractor Repair and Auto Sales** – *Mondovi* – A citation was issued by the WSP to Pichler for violating WI State Stats s. 218.0119(3) Car Dealers-Fail/Report Closing Business ($263.50).

**Van Horn Motors of Milwaukee, Inc.** - *Milwaukee* - Three citations issued for failure to transfer titles within seven business days.

**Vincent, Jerry dba VPM Auto Sales** - *Green Bay* - Three citations issued for late titles. Vincent pled guilty on all three counts. Total fine of $601.50 was paid.

## DOT Enforcement Actions

**A and B Auto Sales LLC** - *Jasonville, IN* - Buyer's license for Derrick Emerson under A and B Auto Sales LLC (Jasonville, IN) was cancelled as the Indiana Motor Vehicle Dealer license has expired.

**A and E Investments** - *Dyer, IN* - Buyer's licenses for Andrew Wren, Elizabeth Wren and Gloria Wren under A and E Investments (Dyer, IN) were cancelled as the dealer license expired on 02/28/2013.

**A and M Motor Sales LLC** - *Merrillville, IN* - Buyer's license for Shadi Ahmad under A and M Motor Sales LLC (Merrillville, IN) was cancelled as the dealer license expired on 02/28/2013.

**A to B Auto Sales LLC** - *Jasonville, IN* - Buyer's license for Shadi Ahmad under A and M Motor Sales LLC (Merillville, IN) was cancelled as the dealer license expired on 02/28/2013.

**A Top Motor, Inc.** - *Winamac, IN* - Buyer's license for Harbi Alabed under A Top Motor Inc was cancelled as the dealer license expired on 02/28/2014.

**Acero Auto Sales, Inc.** - *Bloomfield, IN* - Buyer's license for Angel Coraizaca under Acero Auto Sales Inc (Bloomfield, IN) was cancelled as the dealer license expired on 02/28/2013.

**Adazion Motors, Inc.** - *Linton, IN* - Buyer's licenses for Benneth Aduba, Chidozie Anyaso and Magnus Chinedo under Adazion Motors Inc (Linton, IN) was cancelled as the dealer license was revoked 09/04/2013.

**Advantage Motor Group, Inc.** - *East Chicago, IN* - Buyer's licenses for Kendra Davis and Hamp Fowler under Advantage Motor Group Inc (East Chicago, IN) were cancelled as the dealer license expired on 02/28/2014.

(Continued on Page 14.)
Alpine Enterprise - *Dyer, IN* - Buyer's license for Vladimir Novakovski under Alpine Enterprise (Dyer, IN) was cancelled as the dealer license expired on 02/28/2014.

Arlington Auto Group LLC - *Hammond, IN* - Buyer's license for Emad Ismail under Arlington Auto Group LLC (Hammond, IN) was cancelled as the dealer license expired on 02/28/2014.

ARN Auto Sales LLC - *Merrillville, IN* - Buyer's licenses for Abel Rodriguez, Cristino Joel Meza, Enrique Navar, Gilberto Roman-Miranda, Jesus Arevaloz, Juan Linares and Pedro Ocote Tlali under ARN Auto Sales LLC (Merrillville, IN) were cancelled as the dealer license expired 04/11/2014.

B and B Motors LLC - *Dyer, IN* - Buyer's license for Marcellino Borzewski under B and B Motors LLC (Dyer, IN) was cancelled as the dealer license expired on 02/28/2014.

B and D Motorsports, Inc. - *Dyer, IN* - Buyer's licenses for Tony Barkho, Anil Dholakia and John Iskandar under B and D Motorsports Inc (Dyer, IN) were cancelled as the dealer license expired on 02/28/2014.

Backwoods Bargains – *Suamico* - Assurance of Compliance and Conditional License signed.

Barrington Sales LLC - *Merrillville, IN* - Buyer's licenses for Gregory Cyrul and Sean O'Donnell under Barrington Sales LLC (Merrillville, IN) were cancelled as the dealer license expired on 02/28/2013.

Blalock Transportation, Inc. - *Hobart, IN* - Buyer's license for Raymond Blalock under Blalock Transportation Inc (Hobart, IN) was cancelled as the dealer license expired on 02/28/2014.

Cars for All LLC - *Merrillville, IN* - Buyer's license for Juan Martinez under Cars for All LLC (Merrillville, IN) was cancelled as the dealer license expired on 03/31/2013.

Collier International Autos LLC - *Merrillville, IN* - Buyer's licenses for Benjamin Collier, Anthony McCalla and Josephine Roby under Collier International Autos LLC (Merrillville, IN) were cancelled as the dealer license expired on 03/31/2013.

Continental Autohaus, Inc. - *South Bend, IN* - Buyer's license for Jacob Lochynski under Continental Autohaus (South Bend, IN) was cancelled as the dealer license was revoked on 10/20/2013.

Darian Financial - *Hobart, IN* - Buyer's licenses for Allen Ansari and Sachaeian Mostafa under Darian Financial (Hobart, IN) were cancelled as the dealer license expired on 04/28/2014.

Dependable Cars - *Plymouth, IN* - Buyer's licenses for Dewayne Stewart and Bennie Gibson under Dependable Cars (Plymouth, IN) were cancelled as the dealer license expired 03/31/2014.

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DOT Enforcement Actions

**Diamond Auto Sales** - *Winamac, IN* - Buyer's license for Chauncey Thomas under Diamond Auto Sales (Winamac, IN) was cancelled as the dealer license expired 03/31/2014.

**Diamond Autos LLC** - *Hammond, IN* - Buyer's license for Syed Mahmood under Diamond Autos LLC (Hammond, IN) was cancelled as the dealer license was revoked on 01/24/2014.

**DLT Motors** - *Dyer, IN* - Buyer's licenses for Ciro Sanchez, Jahiro Jimenez and Mario Diaz under DLT Motors (Dyer, IN) were cancelled as the dealer license was revoked on 02/07/2014.

**Dynamite Duo Auto Sales LLC** - *Delphi, IN* - Buyer's license for Richard Willis under Dynamite Duo Auto Sales LLC (Delphi, IN) was cancelled as the dealer license expired on 03/31/2014.

**Edwards Auto Sales** - *Dyer, IN* - Buyer's licenses for Ciro Sanchez, Eduardo Cortes, Octavio Ovalle Regalizo, Quang Le and Santa Miguel under Edwards Auto Sales (Dyer, IN) were cancelled as the dealer license was revoked on 06/13/2014.

**Electrolex Autos LLC** - *Merrillville, IN* - Buyer's license for Alexis Agelan Torres under Electrolex Autos LLC (Merrillville, IN) was cancelled as the dealer was denied renewal in June of 2014.

**Essex Auto Group, Inc.** - *Merrillville, IN* - Buyer's license for Jonathan Essex under Essex Auto Group (Merrillville, IN) was cancelled as the dealer license expired on 04/31/2013.

**Exclusive Auto Sales** - *Niles, MI* - Buyer's license for Armando Lopez Diaz, Francisco Perez Munoz, Guadalupe Galinda Luna, Jose Lopez Diaz, Jose Munoz, Juan Grandara, Juan Estrada, Juan Munoz and Luis Jimenez under Exclusive Auto Sales (Niles, MI) were cancelled as the dealer license expired on 12/31/2013.

**F and Y Auto Sales** - *Plymouth, IN* - Buyer's license for Yommy Ogunleye under F and Y Auto Sales (Plymouth, IN) was cancelled as the dealer license expired on 11/13/2013.

**F and A Used Cars LLC** - *Fort Wayne, IN* - Buyer's licenses for Adreina Oden and Ferriez Oden under F and A Used Cars LLC (Fort Wayne, IN) were cancelled as the dealer license expired on 10/11/2013.

**Family Auto Budget Sales** - *Fond du Lac* - Reviewed dealership violations at licensing committee meeting. It was determined that the dealers should sign a special order suspending their license indefinitely with a minimum of 30 days. The dealership must pass an inspection to be reinstated. The suspension started July 28th.

**Four Brothers Auto** - *Winamac, IN* - Buyer's license for Majdi Sheikha under Four Brothers Auto (Winamac, IN) was cancelled as the dealer license was revoked on 09/12/2013.

**GC Auto** - *Hammond, IN* - Buyer's license for Anselmo Cambron under GC Auto (Hammond, IN) was cancelled as the dealer license expired on 04/30/2013.

**Gilerovich, Michael** - *Milwaukee* - Buyer's license for Syed Sajjead under GV Auto LLC (Mishawaka, IN) was cancelled as the dealer license expired on 04/30/2013.

**GV Auto LLC** - *Hammond, IN* - Buyer's license for Syed Sajjead under GV Auto LLC (Mishawaka, IN) was cancelled as the dealer license expired on 04/30/2013.

(Continued on Page 16.)
High Point Auto Sales, Inc. - Plymouth, IN - Buyer's license for Nasser Roumie under High Point Auto Sales Inc (Plymouth, IN) was cancelled as the dealer license was revoked 04/04/2014. Hwy 29 Auto Parts LLC - Bonduel - Special Order issued for VIN tampering.

Infinity Motors, Inc. - Hammond, IN - Buyer's license for Louis Rios under Infinity Motors Inc (Hammond, IN) was cancelled as the dealer license was revoked 04/07/2014. J and J Cars LLC - Merrillville, IN - Buyer's licenses for John Bowler and Richard Frulla under J and J Cars LLC (Merrillville, IN) were cancelled as the dealer license expired on 06/30/2013.

J and R Motors LLC - Merrillville, IN - Buyer's license for Luis Plascencia under J and R Motors LLC (Merrillville, IN) was cancelled as the dealer license was revoked 04/24/2013. JC Autofinders, Inc. - Bloomfield, IN - Buyer's license for John Walker under JC Autofinders Inc (Bloomfield, IN) was cancelled as the dealer license expired 07/31/2013.

JDM Motors - Hammond, IN - Buyer's license for Alejandro Soto, Arturo Perez and Christian Torrez under JDM Motors (Hammond IN) was cancelled as the dealer license expired 03/21/2014. K and C Auto Sale, Inc. - Linton, IN - Buyer's license for Charles Stone under K and C Auto Sale Inc (Linton, IN) was cancelled as the dealer was denied renewal in August of 2013.

Khrisat Auto Sales, Inc. - Michigan City, IN - Buyer's license for Saifedden Alkhrisat under Khrisat Auto Sales Inc (Michigan City, IN) was cancelled as the dealer license was revoked on 10/21/2013. Kirk Auto Sales, Inc. - Hobart, IN - Buyer's licenses for Ricky Cannon, Gregory Fowler, Lamont Jackson and Brenda Kirk under Kirk Auto Sales Inc (Hobart, IN) were cancelled as the dealer license expired on 06/30/2013.

Loyds and London Global, Inc. - Linton, IN - Buyer's license for Olawale Sunday under Loyds and London Global Inc (Linton, IN) was cancelled as the dealer license was revoked on 01/24/2014. Luxury Kars and Imports, Inc. - Dyer, IN - Buyer's licenses for George Panoutsos and Efstathios Samaras under Luxury Kars and Imports Inc (Dyer, IN) were cancelled as the dealer license expired on 06/30/2013.

Luxury Motor Vehicles, Inc. - Bloomfield, IN - Buyer's licenses for Sulman Ijaz, Ahsin Khan, Nida Pracha and Jawad Siddiqui under Luxury Motor Vehicles Inc (Bloomfield, IN) were cancelled as the dealer was denied renewal in September of 2013.

Malaton Auto, Inc. - Winamac, IN - Buyer's licenses for Boniface Okeke and Ifeanyi Okolo under Malaton Auto Inc (Winamac, IN) were cancelled as the dealer was denied renewal in September of 2013.

Mamas Auto Sales, Inc. - East Chicago, IN - Buyer's licenses for Abu Hawazen and Tommy Johns under Mamas Auto Sales Inc (East Chicago, IN) were cancelled as the dealer license expired 07/31/2013. Mars Cars LLC - East Chicago, IN - Buyer's licenses for Yediael Backstrom, Charles Taylor, Kenneth Taylor, Kevin Taylor and Terrance Ward under Mars Cars LLC (East Chicago, IN) were cancelled as the dealer license expired 03/10/2014.
**DOT Enforcement Actions**

**Martin Auto Sales** - *East Chicago, IN* - Buyer's license for Martin Pena under Martins Auto Sales (East Chicago, IN) was cancelled as the dealer license expired 12/30/2013.

**McPrincess Auto Sales** - *Plymouth, IN* - Buyer's licenses for Abdulkadir Abdi and Michael Oyegunle under McPrincess Auto Sales (Plymouth, IN) were cancelled as the dealer license was revoked on 01/25/2013.

**Midwest Car Store** - *Dyer, IN* - Buyer's license for Ahmed Mostafa under Midwest Car Store (Dyer, IN) was cancelled as the dealer license expired 07/31/2013.

**Motor Sales, Inc.** - *Harvard, IL* - Buyer's licenses for Angel Maldonado, Jesus Gurrola, Jose Correa Caldron, Martin Ezpinoza Sotelo, Noel Calixtio-Barranca, Pedro Becerra Cordova and Pelagio Gomez under Motor Sales Inc (Harvard, IL) was cancelled as the dealer license expired 12/31/2013.

**MSE Auto, Inc.** - *Michigan City, IN* - Buyer's licenses for Mario Diaz and Rodolfo Fausto under MSE Auto Inc (Michigan City, IN) were cancelled as the dealer license was revoked on 04/11/2014.

**Murdered Out Performance LLC** - *Rensselaer, IN* - Buyer's licenses for Michael Raso and Milton Torres under Murdered Out Performance LLC (Rensselaer, IN) were cancelled as the dealer license expired 07/31/2013.

**Sanchez Car Sales** - *Dyer, IN* - Buyer's licenses for Agustin Garcia Zetina, Benjamin Romero Pallchiza, Carlos Gonzalez, Filiberto Sanchez, Francisco Nunez Fierro, Miguel Carrion, Milton Torres, Rafael Lazcano, Ruben Vega Vega and Vicente Escobar under Sanchez Car Sales (Dyer, IN) were cancelled as the dealer license expired 04/11/2014.

**Terry's 29 Auto LLC** - *Bonduel* - Special Order issued for VIN tampering.

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**Contributors' Corner**

Many thanks to those who made this issue of *PLAIN DEALING* possible...

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**Division of Motor Vehicles**

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