



# Plain Dealing

A policy and administrative bulletin for licensed dealers from the Dealer Section of the Wisconsin Division of Motor Vehicles.

Vol. 8, No. 1

Spring 1998

**“Nothing astonishes men so much as common sense and plain dealing.”**

R. W. Emerson

As Wisconsin marks 150 years of statehood, our sesquicentennial year, you can give your customers an opportunity to join in the celebration. Special license plates are available through December, 1998, for a one-time additional charge of \$15. They're renewable until 2002.

A colorful brochure including the Sesquicentennial Plate Application form is available for display in your showroom. Ask for form MV0150 from WisDOT Maps and Publication Sales, 3617 Pierstorff Street, PO Box 7713, Madison, WI 53707-7713; or fax (608) 246-5632.

Congratulations to Jim O'Connor of Lomira Auto Sales, winner of Dealer Section's first "Right Way" dealer award. See page 4 for the details.

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We welcome your questions and comments. Address correspondence to Vikki VanDeventer, editor, Plain Dealing, DOT Dealer Section, P.O. Box 7909, Madison, WI 53707-7909 or FAX to (608) 267-0323.

## LAF plates outlawed

The days of the LAF (license applied for) plate are numbered. A provision of the state budget bill says that as of September 1, 1998, all cars and light trucks will have to display license plates in order to be operated. The new law responds to concerns of both law enforcement and legislators that some people drive without plates long after they acquire a car. While the problem is mainly related to private sales, the law affects both private and dealer sales.

The law requires that all cars and trucks registered at 8,000 pounds or less display license plates within two business days of delivery. The two-day period begins the day following delivery and excludes weekends and legal holidays. For example, someone who buys a car at noon on Friday before Memorial Day weekend has until midnight Wednesday the following week to get plates.

An owner who has valid plates to transfer meets the requirement by putting the plates on the newly-purchased car and mailing the application for title to WisDOT. An owner who doesn't have plates to transfer has several options:

### Dealer sales

- The dealer provides a cardboard temporary plate to the customer at no charge, and keeps a record of plates issued.
- Dealers who participate in the CVR-DMV (Computerized Vehicle Registration) partnership that allows dealers to do on-site registration can provide metal plates to their customers for a \$17.50 optional service charge.
- Dealers can go to a DMV Customer Service Center on their customers' behalf if they need metal plates immediately for a \$5 counter service fee.

### Private sales

- If a financial institution is placing a lien on the car, the customer can get a free cardboard temporary plate there.
- DMV Customer Service Centers will have metal or cardboard temporary plates depending upon whether the location is a permanent five-day center or travel site.

### Other options

- Other options are being considered, including county clerks and dealerships who may want to voluntarily collect applications and sell cardboard temporary plates as a service to their communities. (They'll be able to collect a \$5 service fee.)

Dealers will receive a free supply of cardboard temporary plates from WisDOT in August. They'll be shipped with complete instructions on issuing, record-keeping and re-ordering. The cardboard plate will be valid for 90 days, and displayed on the back of the vehicle. It will still be acceptable to put a dealership advertising plate on the front until the customer receives metal plates.

# The Right Way

## Wisconsin Buyers Guide

**Everything you always wanted to know, but were afraid to ask.**

Now that the new Wisconsin Buyers Guide has been in use for several months, here are some points to clarify its use and answer some of the most frequently-asked questions:

### Inspection

- Disclose engine size. Engine size is listed on the emissions label under the hood.
- The description of “fuel system” on the back of the guide will not be changed to “fuel line” as some have suggested. Fuel line is not specifically addressed in Trans 305 and the list on the back of the guide isn’t intended to be all-inclusive.
- Supplemental devices (e.g. clock, navigation system, outside temperature indicator, etc.) need not be disclosed under the “Gauges and Warning Devices” section of the guide. They’re not essential to the functioning of the vehicle. Defining gauges on the back of the form will be looked at during the next revision.
- “Excessive oil consumption” means excessive based on manufacturer specifications.
- “Minor seepage” means that fluid is not actually leaking onto the ground.
- A vehicle cannot be sold with a deployed air bag. It’s against federal law.
- “Vehicle inspection date” on the guide means the date the dealer signs the guide.
- If a used-car dealer sub-contracts with a service repair facility, the name of the individual inspector, not the business name, should go under “vehicle inspector.”

### Recalls

- Recall disclosure must be made in writing — in any way you choose.
- Franchised RV dealers aren’t required to perform manufacturer recalls on the chassis (e.g. Winnebago dealer with a GMC recall). Dealers must perform recall repairs only on makes for which they have a franchise.
- A dealership does not need to check for recalls on makes for which it is not franchised at a specific location, even if the dealer group has that franchise at one of its other locations. For vehicles offered for sale at a given site, the dealership will do recalls for only the makes that site is franchised for.

A Chrysler dealer who is approved to perform Jeep warranty work is not required to disclose Jeep recalls. Only franchised Jeep dealers would have to do Jeep recalls.

### Title brands

- If a title has a brand from another state, check “other” and write in the exact wording of the brand.

### Unrepaired salvage

- Instead of displaying the guide on an unrepaired salvage vehicle, display a written statement “this is a salvage vehicle” on the car. The statement may be on a sticker or written directly on the car.
- Vehicles that are damaged and unrepaired but are older than seven years (so they don’t meet the definition of salvage) must display the guide. If the car can’t be driven, complete the guide as best you can and line through the items that can’t be accurately disclosed without a test drive. Under “explain all items” write that the vehicle couldn’t be test driven.

### Warranty

- Dealers do not have to check for existing warranty on used vehicles. There is no obligation if warranty status is disclosed as “unknown” and it turns out that some warranty remained. However, the dealership is obligated if it says warranty coverage exists when it doesn’t.
- If remaining factory warranty is disclosed, the expiration date and mileage must be filled in. Manufacturers have toll-free numbers available to find the in-service date of a vehicle’s warranty. Without calling to check, you don’t really know whether a warranty remains in force.

### Manufacturers’ Toll Free Numbers

Acura	1-800-TO-ACURA	Land Rover	1-800-JINE-4WD
Alfa Romeo	1-800-245-ALFA	Lexus	1-800-872-5398
Audi	1-800-FOR-AUDI	Linc-Mervury	1-800-446-8888
BMW	1-800-334-4BMW	Lotus	1-800-24-LOTUS
Buick	1-800-4A-BUICK	Maxda	1-800-639-1000
Cadillac	1-800-333-4CAD	Mercedes	1-800-FOR-MERCEDES
Chevrolet	1-800-950-2438	Mitsubishi	1-800-447-4700
Chevy Truck	1-800-962-2868	Nissan	1-800-NISSAN-3
Chrysler	1-800-4A-CHRYSLER	Oldsmobile	1-800-242-OLDS
Dodge Truck	1-800-4A-DODGE	Plymouth	1-800-PLYMOUTH
Geo	1-800-GET-2-KNO	Pontiac	1-800-762-4900
GMC Truck	1-800-GMC-TRUCK	Porsche	1-800-PORSCHE
Hyundai	1-800-826-CARS	Saab	1-800-582-SAAB
Infiniti	1-800-826-6500	Saturn	1-800-522-5000
Isuzu	1-800-726-2700	Subaru	1-800-SUBARU-3
Jaguar	1-800-4JAGAUAR	Suzuki	1-800-447-4700
Jeep/Eagle	1-800-JEEP-EAGLE	Toyota	1-800-GO-TOYOTA
Kia	1-800-333-4KIA	Volkswagen	1-800-444-8987
		Volvo	1-800-458-1552

When disclosing dual warranties, for example bumper-to-bumper 12 months or 12,000 miles and power train for 6 years or 60,000 miles, list expiration date and miles for both, separated on the form with a “slash.” For example:

Expiration: 6-12-98 / 6-12-03 (date)  
12,000 / 60,000 (miles)

## Wholesale Buyer's Guide

Wholesale transactions have traditionally been conducted as "buyer beware." Changes to Wisconsin's Administrative Code Chapter Trans 139 now offer some protection for dealers in wholesale transactions. Sellers at wholesale are required to make some of the same written prior use and history disclosures covered by the Wisconsin Buyers Guide for retail sales.

Disclosure is based on the "reasonable care" standard, just as it is for retail sales. To make these disclosures, sellers in dealer-to-dealer transactions use the Wholesale Buyer's Guide (form MV2895). The selling dealer completes and signs the form. The buying dealer also signs the form, and both keep a copy for five years. The form does *not* accompany the title, it's for dealer records only.

Specific disclosures required include:

- All material history.
  - "Material" means that a reasonable person would attach importance to its existence or a seller knows or had reason to know that a buyer would regard it as important. A seller has reason to know that information is material if a buyer specifically requests the information.
  - Use the "other" line on the Wholesale Buyer's Guide to disclose any material history that's not itemized on the form.
- Prior use. (Definitions below are from Trans 139. Others are self-explanatory.)
  - "Business use" means any motor vehicle owned or leased by either of the following: (a) a company, other than a lessor; (b) an individual and primarily operated for business use.
  - "Demonstrator" means any untitled or non-privately titled motor vehicle which was used primarily for the purpose of demonstration to the public.
  - "Executive" means any untitled or non-privately titled motor vehicle which was used primarily by executives of licensed manufacturers, distributors or dealers and was not used for demonstration to the public.
  - "Lease use" means any motor vehicle leased for a period of time exceeding four months.
  - "Personal use" means any motor vehicle owned or leased by an individual and primarily operated for personal use.
  - "Rental use" means any motor vehicle rented for a period of time not exceeding four months.
  - "Water damaged" means a vehicle that has been materially damaged by being covered, in whole or in part, by water, whether by flood or other occurrence and the damage is less than what is required to meet the definition for flood damaged branding (see definition in next column).
- Title brands (includes brands on the existing title as well as those that will appear on the new title).
  - "Flood damaged" means a vehicle damaged by flood to the extent that the cost to repair the vehicle exceeds 70% of its fair market value.

- "Manufacturer buyback" means a vehicle that was repurchased by its manufacturer (or authorized dealer with compensation from the manufacturer) under Wisconsin's Lemon Law or another state's lemon law.
- "Non-USA standard" means a vehicle that wasn't manufactured with all federal emission and safety standards applicable at time of manufacture.
- "Rebuilt salvage" refers to a vehicle that met Wisconsin's or another state's definition of salvage, and was subsequently repaired.
- "Transferred to an insurance company . . ." means a vehicle less than seven model years old, damaged to the extent that cost to repair exceeds 30% but is less than 70% of its fair market value, that was transferred to an insurance company upon payment of a claim.
- Use the "other" line in the brand section to disclose other Wisconsin brands and brands from other states. Write in the brand exactly as it appears on the title.

In auction-to-dealer transactions, the written disclosures may be incorporated into the auction block ticket. Disclosures on the block ticket should be the same as the Wholesale Buyer's Guide except:

- Additional disclosures may be added, and
- Disclosures of types of vehicles that an auction does not sell (for example, non-USA standard vehicles) may be omitted.

Auctions will be allowed to use up their current supply of block tickets before making these revisions. WisDOT investigators are aware that it may be some time, possibly up to a year, before revised block tickets are in use at all auctions.

When the auction receives payment and transfers the vehicle title, the auction distributes copies of the block ticket, including the disclosures, to the seller and buyer and keeps a copy. Dealers and auctions keep a copy of the block ticket for five years.

Auctions may provide their own policies on cancellation and arbitration rights for disputes about vehicle history and title brands. Policies should be consistent with the rescinded sale requirements of Trans 138.05(5).

<b>Wholesale Buyer's Guide (Form MV2895) available from:</b>	
Good Morning Advertising	(800) 747-4647
Reynolds + Reynolds	(800) 697-0884
WATDASI Forms	(800) 236-7672

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## News

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### Jim O'Connor wins Right Way award

Jim O'Connor of Lomira Auto Sales is the first recipient of the Dealer Section's new "Right Way Award." The award was developed by a team of Dealer Section employees to recognize dealers who set an example for other dealers of the right way to do business in Wisconsin.

Field Investigation Unit supervisor, Phil Alioto, nominated Jim for making an extra effort to do business the right way by:

- consistently completing paperwork correctly and on time;
- maintaining a dealership facility that complies with all laws;
- supporting WisDOT efforts by participating in a Wise Buys press conference, serving as a Dealer Section witness at an odometer fraud criminal trial, and sharing his industry insights at WisDOT's odometer conference.

The award (a framed certificate) is presented quarterly. The winners are selected by a team of Dealer Section staff from nominations made by their co-workers. Any new or used auto/truck or motorcycle dealer, wholesaler or salvage dealer can be nominated based on criteria such as:

- good record keeping
- few consumer complaints
- rapid complaint settlement
- good attitude
- partnership involvement with DMV
- community volunteer work.

*DMV Administrator, Roger Cross, presents the Right Way Award to Jim O'Connor of Lomira Auto Sales.*



Winners will be featured in future issues of this newsletter. Ken Vance of Ken Vance Motors in Eau Claire is the Right Way dealer for the first quarter of 1998. Details of his award and presentation will follow in the next issue.

### Measure of use tax increases

Dealers report use tax on their dealer license plates based upon a dollar amount per plate per month for vehicles assigned to certain employees who are subject to withholding for federal income taxes. This base dollar amount has increased from \$99 to \$102 per month as of January 1, 1998. Note that the tax per plate isn't \$102 per month. Rather, \$102 is multiplied by the use tax rate (5%, 5.1%, 5.5% or 5.6%) to arrive at the use tax due per plate per month.

The Department of Revenue (DOR) adjusts the amount subject to use tax each year to reflect the annual percentage change in the U.S. Consumer Price Index as determined by the U.S. Department of Labor. If you have questions about use tax, contact Vicki Gibbons, DOR, at (608) 266-3873.

### VIN checks not required

Dealers no longer need to inspect the Vehicle Identification numbers (VINs) and compare them to the titles of vehicles being registered in Wisconsin for the first time. The space for VIN checks is being removed from all application forms.

This measure was part of 1997 Wisconsin Act 27 (the new state budget) and took effect immediately upon passage in October, 1997. WisDOT retained the right to require a VIN inspection in cases where it is necessary to establish the ownership and correct description of a vehicle.

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## Policy Briefings

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### Options can't be mandatory

Consumers recently have contacted WisDOT about being forced to buy a dealer option as a condition of purchasing a vehicle. Consumers say that some dealers are requiring the purchase of extended warranties, "environmental protection packages," or other options before they agree to sell popular, high-demand cars or motorcycles. If these options have not been installed on the vehicle, or are not assigned to a vehicle until after purchase (e.g. extended warranties or service plans), this practice is called a "tie-in" and is illegal.

No matter how tempting it may be to cash in on the popularity of one product by requiring the purchase of another, perhaps less popular product, you are risking:

- an investigation or audit which may result in huge refunds to affected consumers,
- administrative action against your dealer license,
- prosecution for violating Chapter 133 of the Wisconsin Statutes,
- being sued by your customers.

Options installed on a vehicle before purchase that become an unremovable part of the vehicle would not be considered separate products and are not illegal tie-ins. If, on the other hand, the vehicle doesn't have these items on it before purchase, you can't require them to be purchased with the vehicle.

Extended warranties or service plans are not "installed" on a vehicle, and are usually assigned to a vehicle after purchase. Thus, they should always be considered optional since they are separate products from the vehicle. Your advertising, sales representations and supplemental price stickers should reflect that.

If you have a popular product in high demand, there is nothing illegal about charging additional dealer mark-up. You are better off calling it that than burying it in some misleading term such as "dealer prep," "handling fee," or "transportation charges" if those are already charged by the manufacturer.

### MV11 specifies optional fees

The latest revision (January 1998) of the application for title/registration (form MV11) specifies which fees are optional. The fees are for faster processing of the application and include \$4 for priority service, \$5 for counter service at a DMV customer service center, and \$17.50 for electronic title/license plate filing by a dealer who participates in the on-site processing program.

Next to the "Optional Fees" heading is a small line for the customer to initial approval of paying the service fee. It's

important that customers are aware that these fees are optional and provide faster service. Be sure the customer initials the fee if you're charging it. Customers who tell us they were charged the fee without being aware it was optional, and didn't initial the fee, will be entitled to a refund of the fee from the dealer.

### New definition not enforced

WisDOT won't be enforcing the revised definition of "new" motor vehicle in Trans 139. Instead, we'll continue to enforce the previous definition:

"New" means any untitled or non-privately titled motor vehicle of the stated model year which has not been operated more miles than required for manufacturer's tests, pre-delivery tests, dealer exchange or delivery." [Trans 139.02(8), Wisconsin Administrative Code]

In addition to the miles allowed under the definition above, vehicles may accrue up to 200 miles for test drives by prospective buyers. This policy allows 200 additional miles for test drives to give consumers the benefit of testing new cars before buying them.

The revised definition, which took effect September 1, 1997, requires any vehicle driven more than 500 miles for any reason to be sold as used. Since dealer trades and deliveries often require driving more than 500 miles (from a dealership in another state, for example) it places an undue hardship on dealers with no benefit for consumers. The definition will be amended during rule-making later this year. The policy doesn't affect the definition of "new" in Trans 137 under franchise law.



"Buy from a licensed Wisconsin dealer and you're protected by law. You won't get the same protection if you buy from a private party."

—Wise Buys consumer brochure

- **Created by dealers and WisDOT**  
Wise Buys tells your customers about laws you follow. Wiser buyers may be more satisfied.
- **15% of dealers already participate**  
Just display Wise Buys signs and brochures in your showroom. It's easy. It's free.
- **Call today for your free Wise Buys kit**

(608)266-1425

WisDOT Dealer Section

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Madison, WI 53707-7909

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## Advertising Advice

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**"We'll pay off your current trade — no matter what you owe!"**

**"You pay just \$37 Acquisition Fee and take on the payments on any one of over 150 new and used vehicles shipped in from all around the country."**

WisDOT has seen a rash of these statements in dealer advertising lately. They all have one thing in common — they're illegal.

Section 218.01(3)(a)19, stats., prohibits advertising containing any statement or representation with regard to the sale or financing of motor vehicles which is false, deceptive or misleading. In deciding whether a statement is deceptive or misleading, consider how the least sophisticated consumer would understand it. A statement can be true and still be misleading. Consider the statements at the beginning of this article.

*"We'll pay off your current trade — no matter what you owe!"* The fact is, if the consumer adds what is owed on the trade-in to the new loan to buy a car from you, you will write the check to pay off the trade. The consumer is still paying off the original loan. The statement may be truthful in a literal sense. But, misleading? Absolutely!

*Paying an "acquisition fee" to "take on" payments.* The fact is, this is a new loan to acquire a vehicle in your inventory. "Taking on" payments implies that there is an existing loan and equity in the vehicle. There is no equity and it's unclear just what an "acquisition fee" is.

A down payment? A loan origination fee? Vehicles are also generally the regular inventory of the dealership — not "shipped in from all around the country." This one goes beyond misleading — it's untrue.

An out-of-state advertising agency convinced some Wisconsin dealers to use these statements in their ads. They also convinced the dealers that they had checked with "authorities" and the ads were legal. They hadn't checked and the ads weren't legal. Unfortunately, it wasn't the agency's problem. The dealership is responsible for all of its ads no matter who writes or develops them. In one case, a dealership found itself having to run an apology and retraction in the newspaper to avoid license sanctions.

Here are some other statements pulled from recent dealer ads:

*"All credit applications accepted."*

Of course, they won't all be approved, but anyone who fills out an application will be able to hand it in to the dealership. Truthful? Perhaps literally, but definitely misleading.

*"Plus Tax, Title & License WAC"*

This is a pretty standard price advertising disclaimer until you get to the end. WAC? A sale limited to the Women's Army Corps? In this case the ad agency was assuming everyone would know they meant "with approved credit." Not a safe assumption.

Don't assume things about your ads. Check them out. Be especially cautious when using an agency unfamiliar with Wisconsin law. Call the Dealer Section customer service line with advertising questions (608) 266-1425.

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### Citations Issued

**Bartus, Simon G.**, Wausau — Unlicensed dealer sales.

**Dorwin, Ross**, Durand — Failing to submit "junk" title.

**Horgen, Dan**, Madison — Unauthorized use of a dealer plate.

**Kamrowski, Dennis**, Arcadia — Unlicensed dealer sales.

**Keck, Lonnie**, Eau Claire — Failure to submit "junk" title.

**Lale, Glen**, Delavan — Unlicensed dealer sales.

**Lusty, Raymond L., Jr.**, Salem — Unlicensed dealer sales.

**Luzak, Dennis J. and Sharon M.**, Milwaukee — Unlicensed dealer sales.

**Mayfields, Enoch**, Madison — Unlicensed dealer sales.

**Neal, Zane**, Cambria — Unlicensed dealer sales and failure to apply for titles.

**Ochoa, Jose R.**, Kenosha — Failure to transfer title.

**Pritchard, Jerry**, Milwaukee — Unlicensed dealer sales.

**Quintana, Frank**, Burlington — Unlicensed dealer sales.

**Romanovic, Verko**, Kenosha — Failing to transfer title, misuse of a dealer plate and unlicensed dealer sales.

**Wilson Auto Repair**, Milwaukee — Unlicensed dealer sales and failing to transfer title.

**Wolf, David**, Hudson — Unlicensed dealer sales.

**Correction** — In our last issue, we reported that Nabil M. Alfahel of Milwaukee was fined \$506.40 for unlicensed dealer sales. In fact, the citations were dismissed. We regret any inconvenience to Mr. Alfahel.

Starting with this issue, we'll only report citations issued and the reason, without dollar amounts because the final disposition may be different. Fines for these violations range from \$200 to \$5,000 per vehicle.

## Paperwork Pointers

✍ If you need to know which **received dates are currently being processed** for titles and renewals, call (608) 266-1466 to hear a recorded message that will give you that information. If you need to talk to someone about a title or registration question, continue to use the dealer hotline number (608) 267-3646.

✍ Separate **reassignment forms** (MV2115) can only be used with a non-conforming title or Manufacturer's Statement of Origin (MSO) when all reassignment spaces have been filled in. A non-conforming title or MSO is one that doesn't have federally mandated odometer disclosure language (generally titles issued before January 1991). When all reassignment spaces are filled on a conforming title, the next owner must get a title in his or her name (dealers, too). The only exception is a dealer selling to a retail customer where the final assignment can be made on the Application for Title/Registration (form MV11).

✍ Complete the **street address** section of the Application for Title/Registration (form MV11) for all individual customers. We can accept a post office box for businesses, but not for individuals.

✍ **Used recreational vehicles** (non-motorized) must be inspected and have their condition disclosed in writing. Trans 142.06(3)(a) requires a "careful visual inspection, which shall consist of, but is not limited to a walk-around and interior inspection, under the vehicle inspection, roof inspection and an inspection of the appliances." Changes to Trans 139 and the Wisconsin Buyers Guide do not affect recreational vehicle dealers who are still subject to the above requirements.

## Dealer Alert

✍ A dealership cannot advertise at any address, phone or e-mail other than that of the business. However, home phone and **e-mail address may be used** on a business card in addition to the dealership address and phone number. The Sunday closing law still applies even if a home phone number is on the business card.

✍ It's illegal to sell a vehicle with **faulty seat belts**. Be sure to check them to see if they work — don't just visually inspect them.

### Time is Money Doing title registration processing right the first time

WisDOT and the Wisconsin Automobile & Truck Dealers Association (WATDA) are holding eight seminars throughout the state this summer.

Topics will include the mandatory display of license plates. Have your office managers, title clerks and F & I managers reserve these dates now:

July 14 ..... Fond du Lac - Holiday Inn  
July 16 ..... Madison - Sheraton Inn  
July 21 ..... La Crosse - Days Inn  
July 22 ..... Eau Claire - Ramada  
July 23 ..... Hayward - Country Inn & Suites  
August 11 ..... Waukesha - Country Inn Hotel  
August 12 ..... Green Bay - Holiday Inn Airport  
August 13 ..... Wausau - Ramada

Watch for more detailed information to be mailed soon!

## Criminal Actions

**Bowell, Bark, Richland Center** — Pled guilty to two felony counts of theft and was sentenced to ten years probation and \$25,000 restitution for borrowing money against vehicles he didn't own.

**Fraaza, Ivan, Ringle** — As the owner of Fraaza Used Cars, Fraaza was sentenced in federal court to ten months in prison, a \$10,000 fine and restitution of \$14,990.50. Fraaza pled guilty to providing false odometer information to vehicle purchasers. Judge Barbara Crabb imposed the maximum sentence under federal sentencing guidelines. She said that her reason for the maximum sentence was that Fraaza made threatening statements to WisDOT investigators and minimized his conduct in the fraudulent scheme.

**Larson, David dba Capitol Corvette, Madison** — David Larson was sentenced in federal court to 71 months in

prison and ordered to pay \$3.6 million in restitution. He'll make payments of \$100 per month while in prison and \$500 per month after he's released. Larson was originally charged with 23 counts of fraud relating to investment and consignment schemes. He pled guilty to seven counts of mail and wire fraud. Judge Barbara Crabb imposed the maximum sentence under federal sentencing guidelines. She stated her reason for the maximum sentence was that Larson continually blamed others during the trial and sentencing, refusing to take responsibility for his actions.

**Ziglinski, Rick dba Rick's Car Yard, Milwaukee** — Ziglinski pled guilty to three misdemeanor counts of theft by fraud related to false odometer statements. He was sentenced to two years probation and 100 hours of community service.

## Dealer Actions

**American Car Company**, Cudahy—Special Order and a three-day suspension of the dealer license for allowing Jerry Pritchard to purchase and sell vehicles with his own funds using American Car Company's license.

**Ashland Auto and Truck Recyclers**, Ashland—Special Order and a 14-day suspension of the dealer license for failing to keep records of vehicles purchased or acquired for salvage purposes and taking possession of vehicles without the previous owner obtaining a release of security interest.

**C & B Auto Brokers**, Oak Creek—Special Order issued to this wholesale dealer for the retail sale of a used motor vehicle without having the proper license, concealing retail sales activity by using the license of a retail dealer, failing to properly record vehicles in the used vehicle logbook and forging a customer's name on a document relating to the purchase of a motor vehicle.

**Cars and Parts**, Madison—Special Order issued for failing to keep the used vehicle logbook, copy of a purchase contract, the used vehicle disclosure label, odometer statement and application for title/registration at the place of business during normal business hours. In addition, the dealer acknowledged failing to disclose "rebuilt salvage" and unibody damage to prospective customers, omitting the business name in all advertising, and failing to have all salespeople properly licensed.

**Craig and Craig Salvage**, Milwaukee—Salvage dealer license revoked for operating as a retail motor vehicle dealer without a license.

**Custom Auto Body**, Superior—Special Order and citations issued for failing to enter vehicles in the used vehicle logbook, failing to display Wisconsin Buyers Guides on vehicles offered for sale, failing to have evidence of ownership for vehicles offered for sale and failing to obtain incoming odometer statements.

**First Class Service**, Milwaukee—Salvage dealer license suspended for thirty days for failing to keep records of vehicles purchased or acquired for salvage purposes.

**Hastings Auto Sales**, Chaseburg—Special Order and dealer license revoked for providing individuals access, for a fee, to a wholesale motor vehicle auction which is restricted to licensed motor vehicle dealers, and processing the paperwork necessary for the individuals to purchase motor vehicles.

**Northern Auto Sales**, Superior—Special Order and citations issued for failing to enter a vehicle owned by the dealer in the used vehicle logbook, failing to display a Wisconsin Buyers Guide on a vehicle offered for sale, failing to obtain salvage titles in the dealership name and failing to obtain incoming odometer statements.

**Wheel Exchange, Inc.**, Glendale—Special Order issued to this wholesale dealer for the retail sale of a used motor vehicle without having the proper license and concealing a retail sale by using the license of a retail dealer.

Wis. Dept. of Transportation  
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