



**Before The
State Of Wisconsin
DIVISION OF HEARINGS AND APPEALS**

In the Matter of Dealer Bond Claim against Auto
World Inc.

Case No: DOT-25-0002

Claimant: [REDACTED]

FINAL DECISION

In accordance with Wis. Stat. § 227.47 and 227.53(1)(c) the PARTIES to this proceeding are certified as follows:



Auto World Inc.
5311 13th Street
Kenosha, WI 53144

West Bend Mutual Insurance
1900 S. 18th Avenue
West Bend, WI 53095

PRELIMINARY RECITALS

On November 11, 2024 [REDACTED] (claimant) filed a claim with the Wisconsin Department of Transportation (DOT) against the motor vehicle dealer bond of Auto World, Inc. On May 13, 2025, the Division of Hearings and Appeals (DHA) by the undersigned Administrative Law Judge (ALJ) issued a Preliminary Determination approving the claim in the amount of \$2,627.00.

Within the objection period, on May 19, 2025, a representative of West Bend Mutual Insurance contacted DHA indicating that the total amount of bond claims involving the dealer may exceed the bond amount. However, West Bend Mutual Insurance subsequently advised that this claim has been paid in the full amount ordered in the Preliminary Determination.

On July 11, 2025, the undersigned ALJ issued a Notice of Telephone Prehearing Conference for July 31, 2025. On July 31, 2025, the ALJ convened the Telephone Prehearing Conference as scheduled. No parties appeared.

There is no objection to the Preliminary Determination. Pursuant to Wis. Admin. Code § Trans 140.26(5)(d), the Preliminary Determination is adopted as the Final Decision of the

Department of Transportation. The only modification is an addition to Finding of Fact paragraphs 2 and 3 to specify which 12-month period of the bond applies to the claim.

FINDINGS OF FACT

1. At all times relevant herein Auto World Inc. (dealer) was licensed by the Wisconsin Department of Transportation (DOT) as a motor vehicle dealer. The dealer went out of business on July 17, 2024.
2. The dealer has had a surety bond in force in the amount of \$50,000 since February 11, 2020 satisfying the requirements of Wis. Stat. § 218.0114(5) (Bond # [REDACTED] from West Bend Mutual Insurance Company). It provides, in relevant part, as follows:

“The face amount of this bond shall apply separately to each 12 month period (commencing with the beginning date of the bond) during which the bond is effective so that the full face amount shall be entirely available ‘for the benefit of any aggrieved persons’ during each 12 month period this bond is effective; thus, a liability of the surety incurred under this bond for an act of commission or omission occurring in one 12 month period shall not reduce the sum available to less than the above face amount for any other 12 month period during which the bond is effective.”

3. On April 20, 2024, [REDACTED] (claimant) purchased from the dealer a 2016 Dodge ([REDACTED]). The claimant paid the dealer \$2,627 for a warranty service contract. However, on August 14, 2024, Choice Auto Protection advised the claimant that they were cancelling the service contract due to non-payment.

The bond that was effective from February 11, 2024 to February 11, 2025 is the applicable 12-month period in which the dealer’s act occurred.

4. On or about October 8, 2024, the claimant filed a complaint with the DOT stating that the vehicle was not titled in the claimant’s name, the vehicle was not registered in the claimant’s name, and the dealer did not activate the service contract with Choice Auto Protection. The DOT determined that the dealer failed to title the vehicle to the claimant, failed to record the service contract purchase on the motor vehicle purchase contract, and failed to pay for the service contract from Choice Auto Protection.
5. On November 11, 2024, the claimant filed a bond claim seeking reimbursement for the service contract payment.
6. On January 29, 2025, the DOT referred the matter to the Division of Hearings and Appeals for a declaratory ruling pursuant to Wis. Admin. Code § Trans 140.26(1). The DOT recommended that the claim be paid in the amount of \$2,627.

DISCUSSION

The procedure for determining claims against dealer bonds is set forth in Transportation Chapter 140, Subchapter II, of the Wisconsin Administrative Code.

A claim is allowable if it satisfies each of the following requirements:

- “(a) The claim shall be for monetary damages in the amount of an actual loss suffered by the claimant.
- (b) The claim arose during the period covered by the security.
- (c) The claimant’s loss shall be caused by an act of the licensee... which is grounds for suspension or revocation of [a salesperson or motor vehicle dealer license pursuant to s. 218.0116(1)(a) to (gm), (im)2., (j), (jm), (k), (m) or (n) to (p), Stats]. ...
- (d) The claim must be made within 3 years of the last day of the period covered by the security...” Wis. Admin. Code § Trans 140.21(1).

The record shows that the dealer committed theft in violation of Wis. Stat. § 943.20(1)(b) by accepting the claimant’s payment for a service contract but then converting the funds to the dealer’s own use rather than paying for and activating the contract. The dealer also violated Wis. Stat. § 342.15(1)(a), which requires a vehicle owner to properly transfer title. Additionally, the dealer violated Wis. Admin. Code § Trans 139.05(2), which requires the motor vehicle purchase contract to reference all warranties and service contracts.

These violations would constitute grounds for suspension or revocation of a motor vehicle dealer license under Wis. Stat. § 218.0116(1)(gm) (violating any law relating to the sale, lease, distribution, or financing of motor vehicles).

The claimant paid \$2,627 to the dealer for a service contract that was not activated. Instead, the dealer kept the money. It was this violation that caused the claimant’s monetary loss. The claim is therefore granted in full to make the claimant whole.

CONCLUSIONS OF LAW

1. The claim arose on April 20, 2024, which is the date of purchase of the vehicle and service contract from the dealer. The surety bond issued to the dealer covers the period commencing on February 11, 2020. The claim arose during the period covered by the surety bond. The claim is allowable under Wis. Admin. Code § Trans 140.21(1)(b).
2. The claim was filed on November 11, 2024, which is within three years of the last day of the period covered by the surety bond. The claim is timely pursuant to Wis. Admin. Code § Trans 140.21(1)(d).
3. The claimant suffered monetary damages as a result of an actual loss related to the vehicle that was caused by acts of the dealer that would be grounds for suspension or revocation of its wholesale license. The claim is allowable under Wis. Admin. Code §§ Trans 140.21(1)(a) and (c).

4. The Division of Hearings and Appeals has authority to issue the following order. Wis. Stat. §§ 227.43(1)(br) and 227.41(1), and Wis. Admin. Code § Trans 140.26(1).

ORDER

The claim filed by [REDACTED] against the motor vehicle dealer bond of Auto World Inc., is APPROVED in the amount of **\$2,627.00**. West Bend Mutual Insurance Company shall pay [REDACTED] this amount for their loss attributable to the actions of Auto World Inc.

Dated at Madison, Wisconsin on August 1, 2025.

STATE OF WISCONSIN
DIVISION OF HEARINGS AND APPEALS
4822 Madison Yards Way
Madison, Wisconsin 53705
Telephone: (608) 266-7709
FAX: (608) 264-9885

By: _____
Rachel Pings
Administrative Law Judge

NOTICE

Set out below is a list of alternative methods available to persons who may wish to obtain review of the attached decision of the Administrative Law Judge. This notice is provided to ensure compliance with Wis. Stat. § 227.48 and sets out the rights of any party to this proceeding to petition for rehearing and administrative or judicial review of an adverse decision.

1. Any person aggrieved by the attached order may within twenty (20) days after service of such order or decision file with the Department of Transportation a written petition for rehearing pursuant to Wis. Stat. § 227.49. A copy of any such petition for rehearing should also be provided to the Administrative Law Judge who issued the order. Rehearing may only be granted for those reasons set out in Wis. Stat. § 227.49(3). A petition under this section is not a prerequisite for judicial review under Wis. Stat. §§ 227.52 and 227.53.
2. Any person aggrieved by the attached decision which adversely affects the substantial interests of such person by action or inaction, affirmative or negative in form is entitled to judicial review by filing a petition therefore in accordance with the provisions of Wis. Stat. §§ 227.52 and 227.53. Said petition must be served and filed within thirty (30) days after service of the agency decision sought to be reviewed. If a rehearing is requested as noted in paragraph (1) above, any party seeking judicial review shall serve and file a petition for review within thirty (30) days after service of the order disposing of the rehearing application or within thirty (30) days after final disposition by operation of law. Pursuant to Wis. Admin. Code § TRANS 140.26(7), the attached final decision of the Administrative Law Judge is a final decision of the Department of Transportation, so any petition for judicial review shall name the Department of Transportation as the respondent. The Department of Transportation shall be served with a copy of the petition either personally or by certified mail. The address for service is:

Office of General Counsel
Wisconsin Department of Transportation
4822 Madison Yards Way, 9th Floor South
Madison, Wisconsin 53705

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. § 227.52 and 227.53 to ensure strict compliance with all its requirements.