

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

In the Matter of Claims Against the Dealer
Bond of Steve's Auto World

Case Nos: DOT-20-0002,
DOT-20-0003, DOT-20-0004,
and DOT-20-0015

FINAL DECISION

On November 15, 2019, Andy Daughetee filed a claim with the Wisconsin Department of Transportation (Department) against the motor vehicle dealer bond of Steve's Auto World (Dealer). On December 6, 2019, Lance Dykema filed a claim against the surety bond of the Dealer. On November 15, 2019, Christopher Bunz filed a claim against the surety bond of the Dealer. And, on December 12, 2019, Janice Lindeman filed a claim against the surety bond of the Dealer. Pursuant to the procedures set forth at Wis. Admin. Code § Trans 140.26, a Public Notice to File Dealer Bond Claims was published in the Platteville Journal, a newspaper published in Platteville, Wisconsin on February 19, 2020.

The notice informed other persons who may have claims against the Dealer to file them with the Department by April 20, 2020. No additional claims were filed. All the claims were forwarded by the Department to the Division of Hearings and Appeals. On May 26, 2020 a Preliminary Determination pursuant to Wis. Admin. Code § Trans 140.26(4)(a) was issued. No objections to the Preliminary Determination were received. Pursuant to Wis. Admin. Code § Trans 140.26(5)(d), the Preliminary Determination is adopted as the final decision of the Department of Transportation.

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

Steve's Auto World
c/o Stephen Noonan
P.O. Box 335
Platteville, WI 53818

Andy and Erin Daughetee
4950 Twilight Drive
Dubuque, IA 52002

Lance Dykema
Hwy 30
Dewitt, IA 52742

Christopher Bunz
906 Clark Street
Dysart, IA 52224

Janice Lindeman
7229 Hwy 81
Platteville, WI 53818

Auto-Owners Insurance Company
P.O. Box 30660
Lansing, MI 48909

FINDINGS OF FACT

1. Steve's Auto World (Dealer) was licensed by the Wisconsin Department of Transportation (Department) as a motor vehicle dealer. The Dealer's facilities were located at 1370 East U.S. Highway 151, Platteville, Wisconsin. The Dealer was placed out of business effective December 26, 2019.

2. The Dealer had a bond in force satisfying the requirements of Wis. Stat. § 218.0114(5) since October 1, 2005 (Bond #977723 66821658 by Auto-Owners Insurance Company).

Daughetee claim, case no. DOT-20-0002

3. On August 4, 2019, Erin Daughetee and her father, Andy Daughetee, (the Daughetees) responded to a Facebook advertisement offering a 2012 Ford Fusion for sale. The Daughetees met the sellers of the vehicle, Jordan Rogerson and Alex Womack, at 3820 Chicago Avenue in Dubuque, Iowa to test drive the vehicle. The Facebook advertisement disclosed the mileage on the vehicle as 61,000 miles. Rogerson and Womack also stated the mileage on the vehicle was 61,000.

4. The Daughetees agreed to purchase the vehicle and met Rogerson and Womack on August 5, 2019, at the same address to complete the purchase. The Daughetees purchased the 2012 Ford Fusion automobile, vehicle identification number 3FAHP0HA8CR200307. An incomplete purchase contract in the file shows a purchase price of \$3,000.00 for the vehicle; however, the Daughetees report they actually paid \$6,200.00 for the vehicle. This amount seems likely because the record also contains a screen shot of the Facebook advertisement the Daughetees responded to showing an asking price of \$6,500.00. The purchase contract also shows the Dealer as the seller of the vehicle. Department records show that Steve Noonan, the owner of Steve's Auto World, applied for a title of the vehicle in the dealership's name.

4. After purchasing the vehicle, the Daughetees went to the Dubuque County Courthouse in Iowa to have the title of the vehicle transferred into their names. The clerk asked the Daughetees if they were aware that the mileage on the assignment of certificate of title was disclosed as "not actual miles." The clerk then produced a printout showing the last odometer reading for the vehicle was 208,971 miles. The Daughetees did not complete the title transfer and attempted to contact Womack to demand that the Dealer rescind the transaction. The Daughetees attempts to contact Womack were unsuccessful.

5. On August 7, 2019, the Daughetees filed a complaint with the Dubuque Police Department. An Iowa Department of Transportation investigator investigating the Daughetees identified the purchase of an odometer cluster from an Iowa salvage yard for

a 2012 Ford Fusion on the day after Womack purchased the vehicle sold to the Daughetees from an Iowa auto auction. The odometer cluster was sold to an individual named Jordan and had a reading of 61,703 miles. The Iowa investigator also determined that the vehicle sold to the Daughetees was purchased from an Iowa auto auction by Womack as a representative for the Dealer. Based on the investigation, Womack has been charged with odometer fraud in Iowa.

6. On November 15, 2019, the Daughetees filed a claim with the Department against the surety bond of the Dealer in the amount of \$6,200.00, the purchase price of the vehicle. The Iowa Department of Transportation investigation establishes that Womack as a representative of the Dealer tampered with the vehicle's odometer in violation of Wis. Stat. § 347.415(1m). The Daughetees sustained a loss as the result of this violation.

7. The Daughetees claim arose on August 5, 2019, the date they purchased the vehicle from the Dealer. The Daughetees have provided documentation to show that they have sustained a loss in the amount of \$6,200.00, the purchase price of the vehicle. The Daughetees filed a bond claim within three years of the ending date of the period the Auto-Owners Insurance Company bond was in effect and it is, therefore, a timely claim.

Dykema claim, case no. DOT-20-0002

8. On August 1, 2018, Lance Dykema (Dykema) purchased a 2006 GMC Sierra pick-up truck, vehicle identification number 1GTHK24D06E284344, from the Dealer. Dykema responded to a Facebook advertisement offering the vehicle for sale. Dykema met the seller of the vehicle, Alex Womack, at a Dairy Queen in Dubuque, Iowa to test drive the vehicle. According to the purchase contract, Dykema paid \$11,500.00 for the vehicle. The purchase contract also shows the Dealer as the seller of the vehicle.

9. The file does not include any mileage disclosure made by the Dealer; however, Dykema provided a photograph of the odometer taken at the time the vehicle was purchased. The odometer reads 122,516 miles. Presumably, Dykema was lead to believe that this was the actual mileage of the vehicle. The vehicle was purchased at the Greater Rockford Auto Auction by Womack as a licensed representative of the Dealer. The odometer reading at the time the vehicle was purchased was 210,020 miles.

10. On December 6, 2019, Dykema filed a claim with the Department against the surety bond of the Dealer in the amount of \$11,500.00, the purchase price of the vehicle. An investigation established that Womack as a representative of the Dealer tampered with the vehicle's odometer in violation of Wis. Stat. § 347.415(1m). Dykema sustained a loss as the result of this violation.

11. Dykema's loss is the difference in value between the vehicle he purchased in the condition represented by the Dealer, *i.e.* a 2006 GMC Sierra with 122,516 miles, and the vehicle he actually purchased, a 2006 GMC Sierra with 210,020 miles. Dykema has owned and presumably been driving the vehicle for over sixteen months before filing the bond claim, accordingly, rescinding the transaction and returning the purchase price to him is not an appropriate calculation of his damages. A commonly accepted method to calculate damages for odometer tampering is six cents for each mile that the odometer reading is reduced or forty percent of the purchase price. The mileage on the vehicle purchased by Dykema was reduced by 87,504 miles. Applying the alternative methods to calculate damages for odometer tampering set forth above, Dykema's loss as the result of the odometer tampering is either \$5,250.24 (87,504 miles times six cents) or \$4,600.00 (40% of \$11,500.00 purchase price). Dykema is entitled to the lesser of these amounts.

12. Dykema's claim arose on August 1, 2018, the date he purchased the vehicle from the Dealer. Dykema has provided documentation to show that he has sustained a loss in the amount of \$4,600.00 as the result of the violation committed by the Dealer. Dykema filed a bond claim within three years of the ending date of the period the Auto-Owners Insurance Company bond was in effect and it is, therefore, a timely claim.

Bunz claim, case no. DOT-20-0003

13. On August 15, 2019, Christopher Bunz (Bunz) purchased a 2007 Chevrolet Silverado pick-up truck, vehicle identification number 1GCHK23697F549373. Bunz responded to a Facebook advertisement offering the vehicle for sale. Dykema met the seller of the vehicle, Alex Womack, at a school parking lot in Dubuque, Iowa to test drive the vehicle. Dykema paid \$21,000.00 for the vehicle. The previous recorded owner of the vehicle was William Urbain. However, an investigation by an Iowa Department of Transportation investigator determined that Womack purchased the vehicle at Tri State Auto Auction in Cuba City, Wisconsin, as a licensed representative of the Dealer. The title to the vehicle was then transferred into the name of William Urbain, who the investigator identified as Womack's grandfather. Womack then represented to Bunz that he was selling the vehicle for his grandfather.

14. Documents collected during an investigation show that when the vehicle was purchased at Tri State Auto Auction by the Dealer the mileage was disclosed as 263,663 miles. When the title to the vehicle was reassigned from William Urbain to Bunz the mileage was disclosed as 114,800 miles. Bunz became aware of the mileage discrepancy after being contacted by the Iowa Department of Transportation investigator.

15. On November 15, 2019, Bunz filed a claim with the Department against the surety bond of the Dealer in the amount of \$21,000.00, the purchase price of the vehicle. The investigation establishes that Womack, as a representative of the Dealer,

tampered with the vehicle's odometer in violation of Wis. Stat. § 347.415(1m). Bunz sustained a loss as the result of this violation.

16. Bunz's loss is the difference in value between the vehicle he purchased in the condition represented by the Dealer, *i.e.* a 2007 Chevrolet Silverado pick-up truck with 114,800 miles, and the vehicle he actually purchased, a 2007 Chevrolet Silverado pick-up truck with 263,663 miles. The mileage on the vehicle purchased by Bunz was reduced by 148,863 miles. Applying the alternative methods to calculate damages for odometer tampering set forth above, Bunz's loss as the result of the odometer tampering is either \$8,931.78 (148,863 miles times six cents) or \$8,400.00 (40% of \$21,000.00 purchase price). Bunz is entitled to the lesser of these amounts.

17. Bunz's claim arose on August 15, 2019, the date he purchased the vehicle from the Dealer. Bunz has provided documentation to show that he has sustained a loss in the amount of \$8,400.00 as the result of the violation committed by the Dealer. Bunz filed a bond claim within three years of the ending date of the period the Auto-Owners Insurance Company bond was in effect and it is, therefore, a timely claim.

Lindeman claim, case no. DOT-20-0015

18. On March 5, 2019, Janice Lindeman (Lindeman) purchased a 2004 Ford F150 pick-up truck, vehicle identification number 1FTPW14524KC43618, from the Dealer. According to the purchase contract, Lindeman paid \$4,952.00, including taxes and fees, for the vehicle. There was no Wisconsin Buyers Guide displayed on the vehicle at the time it was offered for sale.

19. Immediately after Lindeman took delivery of the vehicle a damaged rim caused a flat tire. Lindeman also discovered that there was no spare tire in the vehicle. On March 7, 2019, Lindeman purchased two used rims, one to replace the damaged one and another for a spare tire, and two new tires. The rims were purchased from North End Wrecking at a cost of \$160.50 and the tires were purchased from Dewey's Tire Repair at a cost of \$352.37.

20. Shortly thereafter, Lindeman experienced mechanical problems with the vehicle. On April 26, 2019, Lindeman took the vehicle to Pioneer Sales, a Ford dealership in Platteville, to have the problems diagnosed. According to the repair invoice, Lindeman reported that the vehicle would start, but not run. The technician at Pioneer found numerous faulty and corroded modules and sensors. The technician also discovered that a different engine had been installed in the vehicle and the bulb in the check engine light had been disabled. Lindeman paid \$592.30 to have these problems addressed. On June 20, 2019, Lindeman took the vehicle back to Pioneer for a coolant leak. The technician found that the radiator was cracked. On June 20, 2019, the technician replaced the lower radiator hose. Lindeman paid \$323.43 for this repair.

21. Lindeman never received a title or registration for the vehicle. On September 26, 2019, Lindeman filed a complaint against the Dealer with the Department. The investigator assigned to the complaint attempted to mediate a settlement of Lindeman's complaint by having the Dealer buy back the vehicle. The investigator's efforts to resolve the complaint were not successful and on December 12, 2019, Lindeman filed a claim with the Department against the surety bond of the Dealer. The amount of the claim is \$8,646.33 and is itemized as follows:

ITEM DESCRIPTION	ITEM AMOUNT
Pa[id] for Truck Ford F150	\$5401.00
Repairs on the truck	\$1547.98
Tires and rims	\$876.35
Insurance \$64.00 [per] month for 9 months	\$576.00
Handicap plates unable to use	\$245.00
Claim Total	\$8646.33

22. Wis. Stat. § 342.16(1) requires motor vehicle dealers to submit applications for titles and registrations to the Department's Division of Motor Vehicles within seven business days of the sale of the vehicle to a retail customer. The Dealer violated this regulation. As a result of the Dealer's violation of Wis. Stat. § 342.16(1), Lindeman has not received a title or registration for the vehicle she purchased and, therefore, is unable to lawfully operate or sell the vehicle. Lindeman sustained a loss as a result of the Dealer's violation of Wis. Stat. § 342.16(1). The loss sustained by Lindeman was caused by an act of the Dealer that would be grounds for the suspension or revocation of the Dealer's motor vehicle dealer license. Accordingly, this portion of Lindeman's claim is allowable.

23. Licensed motor vehicle dealers are also required by Wis. Admin. Code § Trans 139.04(4) to disclose significant existing mechanical defects in a vehicle offered for sale that can be discovered during a reasonable presale inspection.¹ There was no copy of a Wisconsin Buyers Guide that was displayed on the vehicle at the time Lindeman purchased it. It is reasonable to assume that the significant mechanical problems discussed above, the damaged rim, and the missing spare tire were not disclosed by the Dealer to Lindeman when she purchased the vehicle. The Dealer either

¹ Wis. Admin. Code §§ Trans 139.04(4) provides:

Dealer and salespersons shall inform prospective retail purchasers of used motor vehicles in writing before purchase contract execution, in the manner and on the form prescribed in sub. (6). This disclosure shall include all significant existing mechanical, electrical and electronic defects and damage and evidence of repair to strut tower, trunk floor pan, frame or structural portion of unibody, including corrective welds. Disclosure of information shall be that which the licensee can find using reasonable care.

failed to conduct a reasonable presale inspection of the vehicle or to disclose defects discovered during the presale inspection on a Wisconsin Buyers Guide.

24. The Dealer's failure to conduct a reasonable presale inspection of the vehicle and/or disclose significant existing defects on the Wisconsin Buyers Guide constitutes a violation of Wis. Admin. Code §§ Trans 139.04(4) and (6). Violations of these sections, in turn, constitute a violation of Wis. Stat. § 218.0116(1)(gm). Lindeman sustained a loss as the result of these violations.

25. Because Lindeman is unable to lawfully operate or sell the vehicle, she is entitled to a refund of the amount she paid for the vehicle. She is also entitled to reimbursement for the cost of two tires and rims, one rim and tire that were damaged at the time Lindeman purchased the vehicle and another rim and tire to replace the missing spare tire. Lindeman is also entitled to reimbursement for the cost of repairs she had done shortly after she purchased the vehicle. These repairs are for defects that existed at the time she purchased the vehicle and were not disclosed by the Dealer.

26. Lindeman is also seeking reimbursement for two additional tires, an oil change, a repair to a power window performed in September of 2017, insurance premiums, and handicap plates. An oil change is ordinary maintenance, not a significant mechanical defect. There is no documentation that the additional two tires needed to be replaced at the time Lindeman purchased the vehicle. The power window was repaired five months after the Lindeman purchased the vehicle. There is no documentation that this problem existed at the time Lindeman purchased the vehicle. There is also no documentation for Lindeman's claim for reimbursement for an insurance premium or handicap plates. Additionally, even though Lindeman could not lawfully operate the vehicle apparently she was driving it. Accordingly, it was necessary for her to be insured. The expense of insurance is not the result of any violation committed by the Dealer. Finally, it is not clear how Lindeman obtained handicap plates for a vehicle that was not titled or registered in her name. These items in Lindeman's claim are not allowable.

27. Lindeman's claim arose on March 5, 2019, the date she purchased the vehicle from the Dealer. Lindeman submitted documentation to support a claim in the amount of \$6,380.60, the purchase price of the vehicle (\$4,952.60), the amount she paid for two tires and rims (\$512.87), and the repairs she paid for in April and June of 2019 (\$915.73). Lindeman filed a bond claim within three years of the ending date of the period the Auto-Owners Insurance Company bond was in effect and it is, therefore, a timely claim.

DISCUSSION

The procedure for determining claims against dealer bonds is set forth at Wis. Admin. Code Chapter Trans 140, Subchapter II. Wis. Admin Code § Trans 140.21(1) provides in relevant part:

A claim is an allowable claim if it satisfies each of the following requirements and is not excluded by sub. (2) or (3):

(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, or the [licensee's] agents or employees, which is grounds for suspension or revocation of any of the following:

1. A salesperson license or a motor vehicle dealer license, in the case of a secured salesperson or motor vehicle dealer, 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. The department shall not approve or accept any surety bond or letter of credit which provides for a lesser period of protection.

Accordingly, to allow the claims filed against the security bond of the Dealer, a finding must be made for each claim that the Dealer violated one of the sections of Wis. Stat. § 218.0116(1) identified in Wis. Admin. Code § Trans 140.21(1)(c)1, and that the violation caused the loss claimed. With respect to the claims of the Daughetees, Dykema, and Bunz, the Department has uncovered evidence of odometer tampering in violation of Wis. Stat. § 347.415(1m) occurring as part of the transactions. A violation of Wis. Stat. § 347.415(1m) is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm) (having violated any law relating to the sale, lease, distribution, or financing of motor vehicles). Wis. Stat. § 218.0116(1)(gm) is one of the statutes listed at Wis. Admin Code § Trans 140.21(1)(c)1. The Daughetees, Dykema, and Bunz sustained losses as a result of this violation.

The loss sustained by the Daughetees is the purchase price of the vehicle because they discovered the odometer discrepancy immediately after purchasing the vehicle and never transferred the title to the vehicle into their name. Presumably they never operated the vehicle. Dykema, and Bunz each operated the vehicle they purchased for a significant period of time before the odometer discrepancy was discovered. The appropriate measure for their damages is limited to the loss of value for their vehicles based on the vehicles' actual mileage.

With respect to Lindeman's claim, the Dealer violated Wis. Stat. § 342.16(1). A violation of Wis. Stat. § 342.16(1) is, in turn, a violation of Wis. Stat. § 218.0116(1)(gm). Lindeman sustained a loss as a result of this violation. The Dealer also violated Wis. Admin. Code §§ Trans 139.04(4) and (6). A violation of these sections, in turn, constitute a violation of Wis. Stat. §§ 218.0116(1)(gm). Wis. Stat. § 218.0116(1)(gm) is one of the statutes listed at Wis. Admin Code § Trans 140.21(1)(c)1. Lindeman sustained an additional loss as a result of this violation.

CONCLUSIONS OF LAW

1. Andy and Erin Daughetee's claim arose on August 4, 2019, the date they purchased the subject vehicle from the Dealer. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 1, 2018. The claim arose during the period covered by the surety bond.
2. On November 15, 2019, Andy and Erin Daughetee filed a claim against the motor vehicle dealer bond of the Dealer. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.
3. Andy and Erin Daughetee's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. The Daughetees have submitted documentation to support a claim in the amount of \$6,200.00. Pursuant to Wis. Admin. Code § 140.21(1)(c), the claim is allowable. Because they are being reimbursed the purchase price of the vehicle as a result of the Dealer's actions, it would constitute unjust enrichment to allow the Daughetees to also retain possession of the vehicle. Accordingly, Daughetees will be required to surrender possession of the vehicle to Auto-Owners Insurance Company.
4. The claim of Lance Dykema arose on August 1, 2018, the date he purchased the subject vehicle from the Dealer. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 1, 2017. The claim arose during the period covered by the surety bond.

5. Lance Dykema filed a claim against the motor vehicle dealer bond of the Dealer on December 6, 2019. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

6. Lance Dykema's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Lance Dykema has submitted documentation to support a claim in the amount of \$4,600.00. Pursuant to Wis. Admin. Code § 140.21(1)(c), the claim is allowable.

7. The claim of Christopher Bunz arose on August 15, 2019, the date he purchased the subject vehicle from the Dealer. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 1, 2018. The claim arose during the period covered by the surety bond.

8. Christopher Bunz filed a claim against the motor vehicle dealer bond of the Dealer on November 15, 2019. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

9. Christopher Bunz's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Christopher Bunz has submitted documentation to support a claim in the amount of \$8,400.00. Pursuant to Wis. Admin. Code § 140.21(1)(c), the claim is allowable.

10. The claim of Janice Lindeman arose on March 5, 2019, the date she purchased the subject vehicle from the Dealer. The surety bond issued to the Dealer by Auto-Owners Insurance Company covers a one-year period commencing on October 1, 2018. The claim arose during the period covered by the surety bond.

11. Janice Lindeman filed a claim against the motor vehicle dealer bond of the Dealer on December 12, 2019. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

12. Janice Lindeman's loss was caused by an act of the Dealer that would be grounds for suspension or revocation of its motor vehicle dealer license. Janice Lindeman has submitted documentation to support a claim in the amount of \$6,380.60. Pursuant to Wis. Admin. Code § 140.21(1)(c), the claim is allowable. Because she is being reimbursed the purchase price of the vehicle as a result of the Dealer's actions, it would constitute unjust enrichment to allow her to also retain possession of the vehicle. Accordingly, Lindeman will be required to surrender possession of the vehicle to Auto-Owners Insurance Company.

13. The Division of Hearings and Appeals has authority to issue the following orders.

ORDERS

1. The claim filed by Andy and Erin Daughetee against the motor vehicle dealer bond of Steve's Auto World is APPROVED in the amount of \$6,200.00. Auto-Owners Insurance Company shall pay Andy and Erin Daughetee this amount for their loss attributable to the actions of Steve's Auto World. Upon receipt of the payment, the Daughetees shall surrender possession of the vehicle to the Auto-Owners Insurance Company.

2. The claim filed by Lance Dykema against the motor vehicle dealer bond of Steve's Auto World is APPROVED in the amount of \$4,600.00. Auto-Owners Insurance Company shall pay Lance Dykema this amount for his loss attributable to the actions of Steve's Auto World.

3. The claim filed by Christopher Bunz against the motor vehicle dealer bond of Steve's Auto World is APPROVED in the amount of \$8,400.00. Auto-Owners Insurance Company shall pay Christopher Bunz this amount for his loss attributable to the actions of Steve's Auto World.

4. The claim filed by Janice Lindeman against the motor vehicle dealer bond of Steve's Auto World is APPROVED in the amount of \$6,380.60. Auto-Owners Insurance Company shall pay Janice Lindeman this amount for her loss attributable to the actions of Steve's Auto World. Upon receipt of the payment, Janice Lindeman shall surrender possession of the vehicle to the Auto-Owners Insurance Company.

Dated at Madison, Wisconsin on July 1, 2020.

STATE OF WISCONSIN
DIVISION OF HEARINGS AND APPEALS
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By: _____
Mark F. Kaiser

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and DOT-20-0015
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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 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
4802 Sheboygan Avenue, Room 115B
Wisconsin Department of Transportation
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.