



August 2024

Issue 154

# DEALER TALK

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## Upcoming Events!

Monday 9/09/2024

Board Meeting In person at the DMV  
2300 W. Broad St. Richmond VA,  
23220

[Click here for more details on the next Board Meeting Details](#)

## Possess and Protect Dealer Records

Virginia Code [§46.2-1529](#) defines dealer records as records regarding employees; lists of vehicles in inventory for sale, resale, or on consignment; vehicle purchases, sales, trades, and transfers of ownership; collections of taxes; titling, uninsured motor vehicle, and registration fees; odometer disclosure statements; records of permanent dealer registration plates assigned to the dealer and temporary transport plates and temporary certificates of registration; proof of safety inspections performed on vehicles sold at retail; and other records required by the Department or the Board shall be maintained on the premises of the licensed location. The Board may, on written request by a dealer, permit his records to be maintained at a location other than the premises of the licensed location for good cause shown. All dealer records shall be preserved in original form or in film, magnetic, or optical media, including microfilm, microfiche, or other electronic media, for a period of five years in a manner that permits systematic retrieval. Certain records may be maintained on a computerized record-keeping system with the prior approval of the Board. In addition to a possible civil penalty for not maintaining dealer records, the Board is concerned dealers may not be protecting customer's personal information regarding dealer records and dealers maintaining those records for 5 years as required by law.

Specifically, the Board finds in many instances that dealers do not have records!

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## Donald Sullivan, Jr. Named Winner of NIADA 2024 National Quality Dealer

A second-generation dealer, Donald Sullivan, Jr., never wavered on a career choice.

Joining the industry after college, he's helped build the family dealership, Sullivan Auto Trading. He's also dedicated himself to improving the industry as a whole. Sullivan was honored as the 2024 National Quality Dealer of the Year at the NIADA Awards Ceremony to close the NIADA Convention and Expo at the Wynn Las Vegas. The Virginia Quality Dealer of the Year was one of 11 finalists for the honor.

"It's humbling. There's so many qualified dealers here on the stage," Sullivan said.

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## Possess and Protect Dealer Records

When dealers go out of business and cease operations, they are required to notify the Board and DMV at least 30 days ([§46.2-1545](#)) prior to going out of business. The dealer is required to inform the Board and DMV where their dealer records will be kept to meet the required five year period. Many dealers go out of business without informing the Board or DMV. In addition to breaking the law, this raises serious concerns about customers personal identifying information and who has access to it. Remember dealers, you have a legal obligation to keep all dealer records for a period of at least 5 years and to protect and secure customer personal at all times.

## Extra Fees on Buyers Order

Through our review of buyer's orders during random field inspections and consumer complaints, the Board notices some dealers are charging other fees not allowed in addition to the vehicle's advertised price. Virginia law ([§46.2-1581\(8\)](#)) states in part the "... advertised price or credit terms shall include all charges which the buyer must pay; except buyer selected options, state and local fees and taxes, and manufacturers or distributor's freight or destination charges, and a processing fee, if any. If a processing fee or freight or destination charges are not included in the advertised price, the amount of any such processing fee and freight or destination charges must be clearly and conspicuously disclosed..." Board policy is that adding fees specifically not allowed by Virginia law to the advertised price is deceptive. First time violators will receive a written warning and second time violators will receive a \$1,000.00 civil penalty (if appealed, granted an informal hearing). Third time violators will be granted an informal hearing and eventually appear before the Board. If you have any questions regarding "fees", that you can legally charge to a customer, you should contact the MVDB, VADA, or VIADA.

## Don Sullivan, Jr.

"To be selected among all of them is an achievement of a lifetime. I'm so thankful for it." In accepting the honor, Sullivan thanked his family, staff and Christ for helping him.

"I don't believe any successful person gets to where they are by themselves. I don't really believe in self-made men," Sullivan said. "I believe there is always a community of people around them that helps them get to the position they are at."

He added that he shares the honor with the entire team at Sullivan Auto Trading.

"I told them, if I win this, we win this together. There's no way one person can win this by themselves," he said.

"They feel that. Not only my family but our whole organization. They've worked super hard for this."

By focusing on people, processes and technology, he's helped build the dealership to two locations in Fredericksburg and Norfolk, selling 150 vehicles per month out of their regular 300-vehicle inventory.

His commitment to the industry stretches well past his dealership. He's currently the Virginia VIADA President and has written a curriculum for the state's academy.

Proceeds of the first-of-its-kind class developed by this certified master dealer, he's asked to be sent to an organization he founded to help abused, trafficked, abandoned, homeless and disadvantaged children.

He gives back to his community as a board member and trustee at his church. He also coaches youth sports.

One of the charitable events his dealership participates in is Single Parent Saturday. More than 100 single parents receive a free oil change and vehicle detail while fun activities are held for the children.

"Thank you for this award. My name will be written down in the NIADA history books but that is only because of God's grace and unmerited favor that he has on my life," Sullivan said.

## REMINDERS

**Working telephone in the name of the dealership.**

**§ 46.2-1510 (4)** requires "a working telephone listed in the name of the dealership." If using a cell phone as your Dealership phone number, the account must be active and set up in the name of the dealership.

## FTC Charges Deceptive Advertising, Carshield to Pay \$10 mil.

Defendants also barred from misrepresentations by its celebrity endorsers, including Ice-T. NRRM, LLC, which does business as CarShield, along with American Auto Shield, LLC (AAS), the administrator of its vehicle service contracts (VSCs), will pay \$10 million to settle Federal Trade Commission charges that its advertisements and telemarketing for VSC are deceptive and misleading, and that many purchasers found that many repairs were not “covered,” despite making payments of up to \$120 per month. The FTC also alleges CarShield’s celebrity and consumer endorsers made false statements in its ads. The stipulated order settling the Commission’s complaint also bars CarShield and AAS from making deceptive and misleading statements in the future and requires them to ensure their endorsers’ testimonials are truthful, accurate, and not deceptive.

“For many consumers, a personal vehicle is one of their most valuable assets and a vital lifeline for getting to work, taking their kids to school, and obtaining medical care. Instead of delivering the ‘peace of mind’ promised by its advertisements, CarShield left many consumers with a financial headache,” said Samuel Levine, Director of the FTC’s Bureau of Consumer Protection. “Worse still, CarShield used trusted personalities to deliver its empty promises. The FTC will hold advertisers accountable for using false or deceptive claims to exploit consumers’ financial anxieties.”

According to the FTC’s complaint, CarShield advertises and sells VSCs costing approximately \$80 to \$120 a month. CarShield’s ads for VSCs often feature celebrities such as sports commentator Chris Berman and actor Ice-T. These endorsers try to assure consumers that buying a CarShield service plan will provide them with “peace of mind” and “protection” from the cost and inconvenience of vehicle breakdowns, which will inevitably occur.

The complaint alleges many ads claim that all repairs or repairs to “covered” systems, such as the engine and transmission, will be covered and use language that makes consumers believe CarShield will pay for all necessary repairs. For example, one ad that ran 18,000 times on television stated, “With CarShield’s administrators, they make sure you don’t get stuck with expensive car repair bills like this.” It also touts CarShield VSCs as “your best line of defense against expensive breakdowns.” Instead, the complaint alleges that CarShield’s ads deceptively represent that: 1) all repairs or repairs to “covered” vehicle systems will be paid for under the plans; 2) consumers will receive a rental car at no cost when their car breaks down; and 3) consumers can use the repair facility of their choice for repairs.

Specifically, many consumers could not use the repair facility of their choice, as many do not accept the VSCs. Many consumers also find that repairs they thought were covered are not. In fact, none of CarShield’s VSCs covers all repairs or even repairs to “covered” vehicle systems. Instead, the plans contain myriad exclusions. Consumers with denied claims receive no rental car, while many consumers with “approved” claims must pay a portion of their rental car costs.

In addition, while CarShield’s celebrity endorsers said they had signed up and used the company’s VSCs, in many cases this was not true. They were not “real” customers and had never saved money by using an AAS VSC. Finally, many CarShield ads deceptively feature consumer endorsers who claim to have saved a specific amount of money using their plans but have not in fact saved that amount.

The proposed order settling the complaint addresses the defendants’ alleged violations of the FTC Act. First, it prohibits CarShield from making the misrepresentations described in the complaint, along with any other misrepresentations related to any good or service. It also prohibits CarShield and AAS from failing to make required disclosures and from violating the FTC’s Telemarketing Sales Rule.

Next, the order bars CarShield from misrepresenting any endorser’s ownership, use of, or experience with any product or service and requires AAS to inform third-party marketers of the order and to review and monitor their advertising and marketing. The order also imposes standard reporting and compliance provision that will remain in place for up to 10 years.

Finally, the order imposes a \$10 million monetary judgment against CarShield and AAS, which will be used to provide refunds to defrauded consumers. The full amount of the judgment must be paid to the FTC within seven days of when the court enters the order.

## Car Purchase Turned Into Car Trouble

A Chesterfield couple says they are left wondering what's next after the license plates they left on their trade in vehicle at a county dealership was used in a crash months later.

Kymera Leath told a reporter that at the start of this year she was in the market for a new car after her old one ran its course. After shopping around, she says she found the perfect fit at a Virginia dealership in February. When it was time to close the deal, she says she gave her title and license plates to the salesperson who told her and her husband that they would be turned into the Department of Motor Vehicles. Taking the salesperson for their word, the two say they went on with their lives and started fresh with their new Honda Civic. "I was told that those plates were going to be sent to DMV along with the title," Leath said. "We thought everything was sealed and done with that car."

However, things took a turn five months later when she received two documents from attorney offices telling her that her old license plate used on the car she traded in were involved in two crashes on May 31 and June 1. After reading through the letters, she says the driver responsible for the crashes is the same salesperson who sold her the car.

A spokesperson from the local Police department told the reporter the person named in the letters Leath received is responsible for hitting several parked cars in the Shockoe Bottom area on Franklin Street. After visiting the Department of Motor Vehicles, Leath found out that her title was turned into the department, but her license plates weren't. The reporter called and visited the dealership to learn how this happened. While an employee declined to say how this incident happened, we've learned the salesperson who sold Leath the car is no longer working for the company.

Leath has since filed a police report with the police for stolen plates and says she hopes her story will help other sellers beware of what can potentially happen to them. "Transfer your plates over to your new vehicle. Or if you're not transferring them, just get them and take them with you to the DMV yourself," Leath said.

## Maryland AG Files Charges for Unfair or Deceptive Practices

According to the Maryland AG Anthony Brown, charges have been filed against a Maryland franchise dealer. According to court documents, the dealerships violated Maryland's Consumer Protection Act through unfair or deceptive trade practices at nearly every stage of their dealership's sale of new vehicles to consumers. Read the full list of charges below:

- Deceptively charging consumers a fee equal to an extra 2% of the vehicle sales price that Respondents misleadingly call a "sales commission" and claim is "optional," when the fee is not a commission to a salesperson and consumers were unaware of their option to not pay the fee.
- Deceptively charging consumers more for their vehicles than the advertised price, including for significant charges for already installed equipment and dealer markup.
- Financing the sale of added products, such as their "Assurance" and "Protection Plan," in an unlawful manner.
- Deceptively packing consumer vehicle sales transactions with unwanted equipment and products; and
- Failing to disclose and itemize all goods and services that consumers are paying for when they purchase a new vehicle, and the cost of those services and products, as required under Maryland law.

If found guilty, an immediate stop to the violation would be required and potentially the payment of restitution, economic damages, penalties, and costs for the alleged violations of Maryland's Consumer Protection Act. A hearing on the charges has been set for October 29 through November 8, 2024.



## Recertification

As a courtesy to our independent dealers (IDO), the MVDB and authorized vendors will contact IDO's to remind them of their recertification deadline. The MVDB may send emails and the authorized vendors may email, call or mail notices. IDO's who wish to maintain their IDO qualification must recertify their qualification every 24 months (2 years). An IDO's recertification schedule is based on the month and year in which you were originally certified as a Dealer-Operator, **OR** your last recertification completion month. Our MVDB website offers a listing of IDO's who need to recertify and their recertification deadline date.

**§ 46.2-1584 (A) states in part that failure to receive a recertification notice does not absolve the Independent Dealer-Operator from the recertification requirements.**

We want to emphasize that your recertification deadline date is not tied to your certificate license renewal for the dealership, and your deadline date may not be based on your original qualification date. Your deadline is based on the month of your last recertification plus 2 years (24 months). Failure to recertify will result in your IDO certification becoming invalid and may jeopardize the dealership's license.

Below (Alphabetical order) you will find the three vendors authorized to conduct recertification training. Recertification classes are at least 4 hours in duration and may be offered digitally or in person.

- **Compass Systems, Inc.**

To register, please visit [www.eProLearn.com](http://www.eProLearn.com) or contact the office at 800-296-5585.

- **JTZ Enterprise**

To register, please visit <https://www.recertifymydealership.com/> or contact the office at [admin@jtzenterprise.com](mailto:admin@jtzenterprise.com), 540-286-0801.

- **VIADA**

To register, go to [www.VADealerRecertification.com](http://www.VADealerRecertification.com) or <https://viada.org/recertification/>. For questions, contact VIADA's Office Manager Connor Randall at [connor@viada.org](mailto:connor@viada.org) or call 800-394-1960.

Please keep the Board informed of any email address changes by emailing [micah.bailey@mvdb.virginia.gov](mailto:micah.bailey@mvdb.virginia.gov) and advising us that this is an email address change. Be sure to use your full name, dealer certificate number (if applicable) and new email address.

## PoD and Renewals

Please be aware Virginia Law allows the MVDB to renew your dealership up to 30 days after your dealership license expiration, but DMV online services such as Print on Demand (PoD) will not be available the day after your license expires. For example, if your license expires August 31, 2024 and you overnight your renewal to the MVDB on September 1, 2024; the MVDB receives your renewal on September 5th and begins the process of the licensing the renewal. You will be assessed the late renewal fee by the MVDB, but more importantly, your ability to print PoD tags is suspended on September 1. This suspension will remain in effect until the MVDB processes your renewal. Questions concerning PoD should be directed to the Dealer Services Work Center at (804) 367-0492 or via email at [dealerservices@dmv.virginia.gov](mailto:dealerservices@dmv.virginia.gov)

## "Owl Chores"

My wife and I have a neighborhood owl. Well, it's not our owl.

Every night, right after sunset when the trees are still and the orangy-pinky hues have just disappeared from the sky, the owl starts to "hoot." Based on the behavior, we believe he is marking his territory but we're no National Geographic experts. (Though based on a hat I wore on the beach one day, a woman did ask me if I was a marine biologist.)

He is very diligent, precise, and on-time about this hooting. He just goes about his business routinely and without complaining (now, that part I made up since I don't speak owl.) And some owls are silent and go about their business unnoticed.

Do these sentiments echo and represent a good employee at a dealership? I think so. Let's explore.

For the complete article from Tom Kline, click [HERE](#)

## Cyber Insurance

Cyber insurance is one option that can help protect your business against losses resulting from a cyber attack. If you're thinking about cyber insurance, discuss with your insurance agent what policy would best fit your company's needs, including whether you should go with first-party coverage, third-party coverage, or both. Here are some general tips to consider.

### What Should Your Cyber Insurance Policy Cover?

Make sure your policy includes coverage for:

- Data breaches (like incidents involving theft of personal information)
- Cyber attacks on your data held by vendors and other third parties
- Cyber attacks (like breaches of your network)
- Cyber attacks that occur anywhere in the world (not only in the United States)
- Terrorist acts

Also, consider whether your cyber insurance provider will:

- Defend you in a lawsuit or regulatory investigation (look for "duty to defend" wording)
- Provide coverage in excess of any other applicable insurance you have
- Offer a breach hotline that's available every day of the year at all times

### What is First-Party Coverage and What Should You Look For?

First-party cyber coverage protects your data, including employee and customer information. This coverage typically includes your business's costs related to:

- Legal counsel to determine your notification and regulatory obligations
- Recovery and replacement of lost or stolen data
- Customer notification and call center services
- Lost income due to business interruption
- Crisis management and public relation
- Cyber extortion and fraud
- Forensic services to investigate the breach
- Fees, fines, and penalties related to the cyber incident

### What is Third-Party Coverage and What Should You Look For?

Third-party cyber coverage generally protects you from liability if a third party brings claims against you. This coverage typically includes:

- Payments to consumers affected by the breach
- Claims and settlement expenses relating to disputes or lawsuits
- Losses related to defamation and copyright or trademark infringement
- Costs for litigation and responding to regulatory inquiries
- Other settlements, damages, and judgments
- Accounting costs

## FTC Advertising Assistance

### For Small Business

The FTC's Small Business Compliance Assistance Policy Statement describes other forms of assistance available to small businesses to help them comply with truth-in-advertising laws. For example, the Business Guidance section of the FTC's website ([www.ftc.gov](http://www.ftc.gov)) includes an expanding library of materials written especially for small businesses. Small businesses also may contact the FTC headquarters or one of the FTC's [regional](#) offices with specific inquiries about how to comply with the law. In addition, one of the FTC's top law enforcement priorities is fighting fraudulent and deceptive practices aimed at small businesses. The agency has taken the lead in challenging deceptive invention promotion services, questionable franchise opportunities, bogus office supply scams, and other practices that prey on aspiring entrepreneurs.

**LEARN MORE AT:**  
**FTC.gov/SmallBusiness**

# Board Actions

## Dealer Practices

### Informal Fact-Finding Conferences

**Va Carz, LLC and Mansoor Khokhar** - On April 18, 2024, an informal fact-finding conference was conducted to address the alleged violations of failure to maintain posted business hours and comply with previous warnings. Based on the information provided at the conference, the Board assessed a civil penalty of \$1,500.00 and a satisfactory inspection. Mr. Khokhar may appeal to a Formal hearing.

**Enterprise Automotive Financial, LLC and Jassam M. Sarhan** - On June 20, 2024, an informal fact-finding conference was conducted to address the alleged violations of failure to maintain posted business hours and comply with previous warnings. Based on the information provided at the conference, the Board assessed a civil penalty of \$2,000.00, a satisfactory inspection, and successful completion of the 2-day class. Mr. Sarhan may appeal to a Formal Hearing.

### Formal Hearings

**Carzlot, Inc. and Blondi B. Bermema** - Historical Overview leading up to the Formal Hearing - On January 23, 2024, an informal fact-finding conference was conducted to address the alleged violations of failure to maintain posted business hours, and comply with previous warnings. At the March 2024 Board meeting, and based on the information provided at the conference, the Board assessed a civil penalty of \$1,000.00 and a satisfactory inspection. On April 12, 2024, Mr. Bermema appealed the Decision and requested a Formal hearing. On May 1, 2024, a Formal hearing was conducted to address the above alleged violations. Based on the information provided at the conference, the Board assessed a civil penalty of \$1,500.00 and a satisfactory inspection. Mr. Bermema may appeal to Circuit Court.

### Administrative Actions:

**Auto Network, LLC and Olumunmilayo Oyeade** - Paid a \$1,250 civil penalty for failure to maintain dealer records, misuse of PoD plates and failure to provide proof of safety inspection conducted prior to retail sale.

**Cars U S A and Hosam Summakie** - Paid a \$1,200 civil penalty for failure to maintain dealer records and provide proof of insurance on each dealer plate.

**Devoted Auto Sales, LLC and Ronnie A Walker** - Paid a \$250 civil penalty for failure to maintain dealer records and having licensed salespersons paid on a W-2.

**Jefferson Davis Auto & Tire and Cory Darnell Brown** - Paid a \$250 civil penalty for failure to maintain dealer records and having licensed salespersons paid on a W-2.

**Auto Links LLC and Aladean R. Huggi** - Paid a \$500 civil penalty for failure to maintain dealer records, failure to maintain dealer plate records and not comply with previous warnings.

**Mega Auto Outlet LLC and Rukhsana Akbar** - Paid a \$2,500 civil penalty for failure to maintain dealer records, proof of safety inspection prior to retail sale and misuse of PoD.

**Richmond Harley-Davidson and George B Willis** - Paid a \$250 civil penalty for failure to maintain dealer records, proof of safety inspection prior to retail sale and dealer plate usage.

**Spotlight Auto LLC and Jacqueline Washington** - Paid a \$1,000 civil penalty for failure to maintain dealer records and provide proof of safety inspections prior to sale.

**Carvana and Ernest G. Garcia III** - Paid a \$250 civil penalty for failure to maintain dealer records and provide proof of safety inspections prior to retail sale.

**World Class Auto LLC and Herbert Hoover Bolling 3rd** - Failed to pay a \$2,700 civil penalty, placed in the Commonwealth Debt Set-Off program through DMV and suspended.

**Plaza Motors and Nicholas Reid Adkins** - Paid a \$750 civil penalty for failure to maintain posted business hours.

**Liberty Auto & RV's LLC and Archie J. Urich** - Paid a \$1,000 civil penalty for failure to maintain dealer records, provide proof of safety inspections prior to retail sale and maintain records of dealer plate usage.

# Board Actions

## Dealer Practices

### Administrative Actions:

**Hollywood Motors LLC and Brenton Gray** - Paid a \$250 civil penalty for failure to display the license Certificate at an unlicensed location.

**Chantilly Auto Sales, Inc and Shiekh Hafiz** - Paid a \$500 civil penalty for failure to maintain dealer records and provide proof of safety inspection prior to retail sale.

**Richmond BMW and David W. Hult** - Paid a \$5,250 civil penalty for failure to maintain dealer records, provide proof of safety inspection prior to retail sale and misuse of PoD plates.

**Genesis of South Richmond and Frank A. Pearson** - Paid a \$3,250 civil penalty for failure to maintain dealer records, provide proof of safety inspection prior to retail sale and misuse of PoD plates.

**Full Spectrum Auto Sales LLC and R. Devaughn Jr, T. Kabir and E. Greene** - Agreed to pay a \$3,650 civil penalty for failure to maintain dealer records, provide proof of safety inspection prior to retail sale, misuse of PoD plates, licensed salespersons paid on a W-2 and not posting a list of licensed salespersons.

**USA Future Properties & Auto Inc and Brian Oneil Mason** - Suspended for failing to pay a \$2,850 civil penalty for failure to maintain dealer records, provide proof of safety inspection prior to retail sale and not providing proof of insurance on each dealer plate.

**4Auto Sales, Inc and Juan Manuel Sanches-Concha** - Paid a \$750 civil penalty for failure to maintain posted business hours.

**Uncle Russell LLC and Russell Johnson** - Paid a \$750 civil penalty for failure to maintain posted business hours.

## Licensing

### Informal Fact Finding Conference:

**Isam Khalil Abdelhay, Salesperson, HoneyCar** - On May 21, 2024, an Informal Fact-Finding Conference was conducted to address the alleged violations of VA Code Section(s) 46.2-1575 (6), 46.2-1575 (9) and 46.2-1575 (13). Based on the information provided at the conference, the Board denied Mr. Abdelhay's sales application. Mr. Abdelhay may appeal to a Formal hearing.

## Independent Dealer Operator Course 2024 Schedule

### The Following Courses are Registered Through the VIADA

9/10-11/2024	<b>Suffolk</b>	Hilton Garden Inn Chesapeake/Suffolk	5921 Harbour View Blvd Suffolk 23435
9/17-18/2024	<b>Midlothian</b>	VIADA HOME OFFICE	1525 Huguenot Rd Suite 200 Midlothian 23113
10/8-9/2024	<b>Harrisonburg</b>	Double Tree by Hilton	1400 East Market Street, Harrisonburg 22801
10/15-16/2024	<b>Midlothian</b>	VIADA HOME OFFICE	1525 Huguenot Rd Suite 200 Midlothian 23113
11/5-6/2024	<b>Lynchburg</b>	Hilton Garden Inn	4025 Wards Road, Lynchburg, 24502
11/12-13/2024	<b>Midlothian</b>	VIADA HOME OFFICE	1525 Huguenot Rd Suite 200 Midlothian 23113
12/10-11/2024	<b>Chantilly</b>	Home2Suites	43340 Defender Dr. Chantilly 20152
12/17-18/2024	<b>Midlothian</b>	VIADA HOME OFFICE	1525 Huguenot Rd Suite 200 Midlothian 23113



## MVDB Mission Statement

The Motor Vehicle Dealer Board will administer sections of the Commonwealth's Motor Vehicle Dealer Laws and Regulations as charged; promote the best interest of both the automotive consumer and dealer community; while providing a high level of customer service.

## We are located at:

**2201 West Broad St.  
Suite 104  
Richmond, Va. 23220**  
Inside  
The BookBindery Building

## Contact Us:

**804-367-1100**

### Executive Director:

William R. Childress ext:3002#

### Field Representative Supervisor:

Lisa Mack-Nelson ext:3005#

### Operations Manager:

Ann Majors ext. 3016#

### Agency Analyst/Education:

(see Ann Majors)

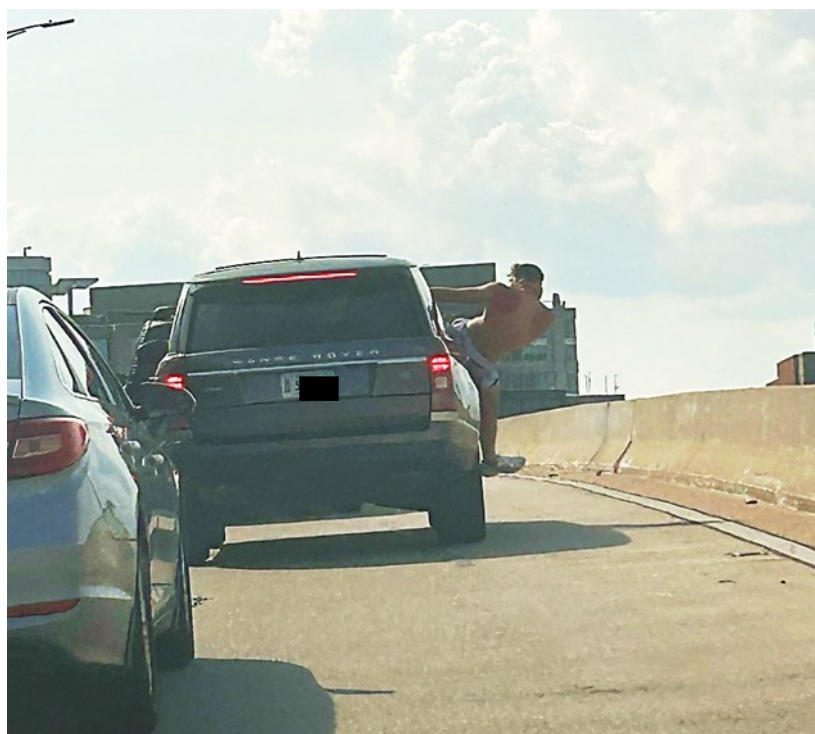
### Email:

[dboard@mvdb.virginia.gov](mailto:dboard@mvdb.virginia.gov)

### Dealer Talk Editor:

Ann Majors

## What's Wrong With This Picture?



### Improper Passenger!

There is no DEALER code section that states this behavior is illegal, but I am positive, this dealership's insurance would not be happy seeing this! And I am sure that the Virginia State Police would charge this person with some code violation!

Be careful out there!

**DEALER TALK**