

United States district court — middle district for Tennessee, civil division

David Jonathan Tulis)
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Plaintiff)

V.)

David Gerragano)
Commissioner of revenue)
In his personal capacity)
& in his official capacity)

State of Tennessee)
Tennessee department of revenue)
Defendants)

Case no.3:24-cv-01226
Judge Crenshaw
Magistrate Judge Holmes

Jury trial demand

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DEC 19 2024

U.S. District Court
Middle District of TN

Brief in support of motion for preliminary injunction

Defendant Gerregano’s operation of EIVS is without precedent in Tennessee, a monstrous innovation affecting millions of citizens, residents and others in Tennessee, guaranteeing profits to for-profit insurance companies and scouring the registration plates of the poor in service of a policy with a pretended public safety interest under color of law.

Department of revenue (“DOR” or “revenue”) says its foundational authority is T.C.A § 55-12-139, which authority also is claimed by department of safety (“DOSHS” or “safety”) for criminal accusation of persons not liable for any duty or obligation.

Defendant Gerregano says his department operates Part 2 of the Tennessee financial responsibility law of 1977 (“TFRL”) as a parallel program independent of Part 1. But that creates incoherence, self-contradiction and confusion as against the clear meaning and traditional and

widely known operation of Tennessee law in Part 1. Defendant policy abrogates Part 1 of the law that grants all initiatory acts upon vehicle tag suspension with department of safety.

Defendants' rogue policy initiates punishment upon people who are not in violation of TFRL, not having had the requisite qualifying accident described in T.C.A. § 55-12-104 *et seq* or a court judgment or criminal conviction putting into jeopardy their enjoyment of the privilege. Defendant program is theater not scripted by the general assembly; the commissioner's policy narrative and characters are outside the bounds of the law, operating off the public stage.

In operating EIVS, the commissioner of revenue refuses to use "specified reasons," "required data," "specified data," "key information" pertaining to "the need to provide a Certificate of [FR]" that limit which parties become subject to tag revocation. (Filter-related vocabulary from IICMVA's white paper "The Case for Utilizing Web Services Technology to File Certificates of Financial Responsibility." See **EXHIBIT No. 12**)

Plaintiff makes exhaustive examination of the laws and program and finds 29 abrogations of law, any one or two of them conclusively supporting his contention that prospects are good he will prevail in this lawsuit and deserves preliminary injunction.

1. **Crash affidavit at § 55-12-104(b)(4) fulfills duty** — If a person without insurance is involved in a crash, he qualifies as financially responsible by inking an affidavit of agreement to settle with the other party. In sect. 104, "(4) The submission to the commissioner of notarized releases executed by all parties who had previously filed claims with the department as a result of the accident" shows financial responsibility.

The following, and only the following, shall be acceptable proof of financial security: *** (4) The submission to the commissioner of notarized releases executed by all parties who had previously filed claims with the department as a result of the accident.

T.C.A. § 55-11-105 (emphasis added)

A sworn affidavit or release extinguishes a party's obligations under TFRL, allowing a

registered motor vehicle owner to travel about without insurance and his free market options open. Such person does not require an “insurer of record.” § 55-12-210, to provide him a motor vehicle liability insurance policy coming with a “written certificate of any insurance carrier *** certifying that there is in effect a motor vehicle liability policy for the benefit of the person required to furnish proof of financial responsibility,” § 55-12-210.

2. **Time limit & release on insurance obligation** – (2) The law with three-year and five-year *expiries* (as explicitly stated up through 2023) for mandatory insurance ordains liberty the first day after periods of suspensions end — meaning insurance-free travel and driving.¹ Following revocation, safety “release[s] a person’s requirement to provide proof” T.C.A. § 55-12-114(3).

3. **Double bond required** — DOR policy requires parties in a qualifying accident who show POFR by bond to *pay twice*. A party who paid \$65,000 to revenue still has to pay a cash deposit to safety after a crash. In testimony DOR reports one person (“John Doe” or “payee”) has paid for two \$65,000 deposits as financial security proof in lieu of insurance. Suppose “John Doe” has a \$15,000 qualifying accident. The law says John Doe must pay the commissioner of safety \$15,000 as “acceptable proof of financial security” in the accident under § 55-12-105(b)(2).

His earlier cashier check/deposit of \$65,000 to revenue for the car is an exaction apart from authority. Under the financial responsibility laws, cash deposits are paid in context of a qualifying accident. By law, Mr. Doe must remit a \$15,000 check or bond to safety to comply with state law because the law does not recognize the funds parked with revenue: “The **following, and only the following**, shall be acceptable proof of financial security,” says § 55-12-105. Deposit of security; proof of security (emphasis added). “The deposit of cash with the commissioner [of safety] of no less than the amount specified in §

¹ Edits taking effect Jan. 1, 2024, delete three-year and five-year conditional privilege terminology, stating, for example, for a five-year reference, “[T]he person shall provide proof of financial responsibility prospectively for a length of time **equal to the length of time for which the suspension or revocation was in effect.**” 55-12-114. Suspension or revocation of registrations; proof of financial responsibility (emphasis added)

55-12-102, or in the total amount of all damages suffered, whichever is less, subject to a minimum deposit of one thousand five hundred dollars (\$1,500)” (emphasis added) or “The execution and filing of a bond with the commissioner [of safety] ***”. Both must be executed with the commissioner of safety. “Administrative agencies shall have no inherent or common law powers, and shall only exercise the powers conferred on them by statute or by the federal or state constitutions.” § 4-5-103(a)(2)

In testimony, DOR official Lanfair says revenue will pay down the cost of Mr. Doe’s theoretical qualifying accident. She doesn’t specify whether revenue pays safety, which pays down losses among the parties, or itself receives invoices from garages and medical offices to compensate the victim. *Bona fides non patitur, ut bis idem exigatur*. Natural equity or good faith do not allow us to demand twice the payment of the same thing. Dig. 50, 17, 57. *Bouvier’s Maxims*.

4. **No authority to receive cash deposit** — In T.C.A. § 55-12-105, deposit of security; proof of security, a party to a qualifying accident may pay safety the amount of damages. “Any money deposited with the commissioner [of safety]” that is “in compliance with the requirements of this chapter” (qualifying accident) shall be deposited “by the commissioner [of safety] in the custody of the state treasurer.” §55-12-112.

Bonds in Part 1 are defined as applying toward securing costs of particular accidents. On what authority do defendants order plaintiff to buy a \$65,000 bond or send DOR a \$65,000 check-cum-bond when the law says “(b) In no case shall security be required that is **greater in amount than that specified** in § 55-12-102, and in no event shall this security be in an amount less than five hundred dollars (\$500)”? Bond is defined in the context of after-accident purchase to “guarantee the payment of any final judgment *** resulting from the accident” T.C.A. § 55-12-102. Definitions.

5. **Only people with an “insurer of record” are “eligible” for revocation notice** — Sect. 210(g) states,

(g) If the vehicle is no longer insured by the automobile liability *insurer of record* and no other insurance company using the IICMVA model indicates coverage after an unknown carrier request under § 55-12-205(3), the owner of the motor vehicle becomes eligible for notice as described in subsections (a) and (b). [emphasis added]

Tenn. Code Ann. § 55-12-210

The insurer of record is the one who connects through an SR-22 certificate DOSHS and the registration suspendee. A registrant who has an “insurer of record” is “eligible” for notice under sect. 210 if he stops paying and loses coverage. That person’s SR-22 insurer is required to give DOSHS notice in writing that the policy is terminated. § 55-12-123. Cancellation or termination of policies; notice. “When an insurance carrier has certified a motor vehicle liability policy under § 55-12-120, insurance so certified shall not be cancelled or terminated until at least ten (10) days after notice of cancellation or termination of the insurance so certified shall be filed with the commissioner. *** ”²

² (3)(A) In an effort to confirm the liability insurance status of a motor vehicle in instances where the program is unable to verify the liability insurance status, require automobile liability insurers that choose only to utilize the IICMVA model to:

- (i) Accept unknown carrier requests; or
- (ii) Provide upon request either:
 - (a) A full book of business as described in § 55-12-207, current to the date of the request; or
 - (b) A list of vehicle identification numbers of all vehicles currently insured by the automobile liability insurer;

§ 55-12-205(3)



TENNESSEE INSURANCE CARD

INSURED **TULIS, JEANNETTE M & DAVID J** MUTL
VOL

POLICY NUMBER **149 8303-F17-42D** EFFECTIVE
YR **1999** MAKE **TOYOTA** JUN 17 2023 TO **DEC 17 2023**
MODEL **RAV4** VIN **JT3GP10V4X7044214**
AGENT **BROWNIE AU** **1547-ACF**
PHONE **(423)266-7361** NAIC **25178**
A **BODILY INJURY/PROPERTY DAMAGE LIABILITY**
C **MEDICAL PAYMENTS**
H, U1

SEE REVERSE SIDE FOR ADDITIONAL COVERAGE INFORMATION

This billfold card for the lapsed non-certified insurance policy for the Tulis Toyota RAV4 is alleged by defendants to be sufficient to meet POFR requirements. But T.C.A. §§ 55-12-120, 122 and other provisions of TFRL indicate only policies “certified” by State Farm to DOSHS can be proof of FR or financial security. When State Farm canceled, it did not send DOSHS a notice. § 55-12-123, cancellation or termination of policies notice. The reason: Neither plaintiff nor his property are subject to TFRL.

6. Only “certified” policies in view — EIVS monitors motor vehicle liability policies described in § 55-12-122 contents of policies that are certified in § 55-12-120, certificates and certification, and defined as follows in § 55-12-102. Definitions.

(7) “Motor vehicle liability policy” means an “owner’s policy” or “operator’s policy” of liability insurance, certified as provided in § 55-12-120 or § 55-12-121 as **proof of financial responsibility**, and issued, except as otherwise provided in § 55-12-121 by an insurance carrier duly licensed or admitted to transact business in this state, to or for the benefit of the person named therein as insured;

§ 55-12-102. Definitions (emphasis added)

Here's the whole of state law on which the IICMVA insurance industry standard SR-22 is based.

Proof of financial responsibility may be furnished by filing with the commissioner [safety] the written certificate of any insurance carrier duly authorized to do business in this state, **certifying** that there is in effect a motor vehicle liability policy **for the benefit of the person required to furnish proof of financial responsibility**. This certificate shall give the effective date of the motor vehicle liability policy, which date shall be the same as the effective date of the certificate, and shall designate by explicit description or by appropriate reference all motor vehicles covered thereby, unless the policy is issued to a person who is not the owner of the motor vehicle.

T.C.A. § 55-12-120

The courts are clear that safety, in running TFRL, monitors the high-risk drivers whose regaining of the privilege after suspension is conditional

The requirements of T.C.A. Section 59—1223 apply only to policies procured and certified to the Commissioner of Safety as proof of financial responsibility after an accident by the owner or operator who at the time of the accident carried no liability insurance on the automobile.

Holt v. State Farm Mut. Auto. Ins. Co., 486 S.W.2d 734, 736 (Tenn. 1972)

Fact that liability policy was on file and approved by Commissioner of Insurance and Banking did not make policy a “certified policy” under financial responsibility statute. T.C.A. §§ 56-603, 59-1201 to 59-1240.

McManus v. State Farm Mut. Auto. Ins. Co., 1971, 463 S.W.2d 702, 225 Tenn. 106 (emphasis added)

Because plaintiff hadn't had a “certified” policy (not being under TFRL suspension), his ceasing to be a State Farm Insurance customer is of no concern to defendants.

7. **Non-insured the norm** – Under an after-accident voluntary insurance financial responsibility law such as Tennessee’s, the law assumes most people *will not have insurance*. This observation is evident in sect. 104(b), where the law outlines how parties deal with the commissioner of safety after a wreck.

The form of the accident report required under this section shall contain information sufficient to enable the commissioner to determine whether the requirements for the deposit of security under this part are inapplicable by reason of the existence of **insurance or other exceptions** specified in this part.

Tenn. Code Ann. § 55-12-104

Insurance is an exception, not the norm in TFRL. “[A]s we have previously explained, the Legislature stopped short of requiring public liability insurance as a condition precedent to the owning or operating of a motor vehicle. The sanctions of this statute are not involved unless and until the owner or operator is involved in an accident resulting in bodily injuries or property damage in excess of \$[400.00]; until such occurs a person is at liberty to own and operate a motor vehicle without any insurance coverage or with as little insurance coverage as desired.” Purkey v. Am. Home Assur. Co., 173 S.W.3d 703, 706–07 (Tenn. 2005) ³

³ A Westlaw summary of TFRL criticizes its voluntary nature, recommends purchase of “uninsured motorist” policies for personal protection.

Considering the importance of the automobile to today's society and the severity of harm that is regularly caused by it, at first it seems strange that Tennessee allows its citizens the use of its streets and highways without requiring them to protect themselves and others through mandatory automobile insurance. On closer scrutiny, however, the difficulty, if not impossibility, of enforcing compulsory automobile insurance laws suggests that more economic and effective coverage may be obtained through the purchase of uninsured motorist coverage.

Instead of mandatory insurance, Tennessee has enacted a Financial Responsibility Law which, in effect, allows alternative methods of proving one's ability to pay for damage caused. The Tennessee Supreme Court has specifically held that the Financial Responsibility Law is not a compulsory insurance law. It has also held that because the law is in derogation of the

8. **“Prerequisite to reinstatement”** – For some people, “filing of proof of financial responsibility is made a prerequisite to reinstatement of the license or registration.” § 55-12-129. Fees. This section outlines fees due to safety and revenue for reinstatement of license and tag of one “who has filed proof of financial responsibility” in an accident. Revenue shall “immediately” reinstate a tag on “request” of safety if fees to both agencies are paid. These people are registrants under EIVS bound to have “certified” insurance from an “insurer of record” from which they get the SR-22 certificate to keep license and registration. Plaintiff has no facts in his use of the RAV4 requiring he “[file] proof of financial responsibility” with either department.
9. **Freedom before, after Uber job** – A man or woman in the Uber or DoorDash line of business must have insurance to work commercially. He is free to let it lapse when employment ceases. He was free *before* that employment to not have insurance, and free *afterward* to use his motor vehicle on the people’s roads without insurance. T.C.A. § 55-12-141.

common law, it must be strictly construed. However, the failure to have purchased liability insurance or the inability to post either a cash or independent bond will result in the revocation of driving privileges. On its face, the law allows one freedom of choice in the method of proving oneself financially responsible. The protection rendered to the public, however, is often quite illusory. The weakness in the law comes from the requirement that financial responsibility need only be proven after the accident which produces the damage, rather than at the time the driver registers the car and acquires the license tag. When an accident has occurred, proof of financial responsibility is required. The proof may be supplied by either an independent bond, a cash deposit, or a showing that the driver had in effect at the time of the accident liability insurance in the minimum amounts required by law (see § 1:5, Amounts of liability insurance required). A fourth alternative to the loss of driving privileges is the filing of notarized releases, executed by all persons who have made a claim as a result of the accident. Because the law allows driving privileges without requiring liability insurance coverage, the careful motorist will contract for protection through the purchase of uninsured motorist coverage. [Citations omitted]

§ 1:4. Financial Responsibility Law, Tenn. Automobile Liab. Ins. § 1:4 (2024 ed.)

10. Exceptions denied — Defendants ignore available exceptions. They cite exceptions listed in Atwood, but deny relevance of exceptions in Part 1, to which part sect. 210 makes reference. “We have a couple of exceptions that we do accept,” DOR official Lanfair says. “We have nonuse, commercial, sold, law enforcement and self-insured. *** Those are the only exceptions that the Department recognizes within the Atwood law,” citing sect. 210(a)(1)(A)-(D) (Lanfair transcript, pp. 11, 12). EIVS is directed to ignore exceptions in Part 1, two of which are “loopholes” wide enough for a RAV4 automobile to pass through.

The requirements of this section in regard to the filing of the accident report shall not apply to: *** (2) The owner or operator of any vehicle where there is **no physical contact** with another vehicle or object or person;

§ 55-12-104. Accident reports (emphasis added)

The requirements of security and revocation contained in this part shall not apply to: *** (13) An owner or operator of any vehicle where there is **no physical contact with another vehicle or object or person**, unless a judgment has been obtained;

§ 55-12-106. Exceptions (emphasis added)

Defendants ignore exemptions in Part 1. DOR’s holy grail of authority in its enforcement program is sect. 210. But 210 disallows ignoring Part 1 exceptions because *in para materia* and explicitly, Part 2 Atwood incorporates Part 1:

(a)(1) If there is evidence based on either the IICMVA model or the full book of business download process described in § 55-12-207 that a motor vehicle is not insured, the department of revenue shall, or shall direct its designated agent to, provide notice to the owner of the motor vehicle that the owner has thirty (30) days from the date of the notice to provide to the department of revenue: ***

(B) Proof of **exemption** from the owner or operator's financial security requirements **under this chapter** [chapter 12]

T.C.A. § 5 5-12-210 (emphasis added)

In other words, Sect. 106(13), exceptions, applies to Atwood because it is “*under this chapter.*” But DOR says the exceptions in Part 1 “**have no bearing on the Department’s internal procedures** in its administration of the Atwood Law.” (Response to petitioner’s requests for admissions). If plaintiff is outside the scope of TFRL by exception, DOR policy making him subject *by policy* decoheres and nullifies the law.

If insurance or POFR were mandatory at all times for all registrants in Tennessee, *the law wouldn’t have language about “when” it’s required.* “Proof of financial responsibility, *when* required under this chapter with respect to a motor vehicle *** ” § 55-12-119.
Manner of proof

Financial Responsibility Laws

SR-22 Insurance

Amendment to the Financial Responsibility Law

Financial Responsibility Affidavit

SR-22 Insurance

Penalties for Violations and Removal of STOP

A SR-22 form is proof of future financial responsibility as required under Tennessee Code Annotated 55-12-114. If you are required to file a SR-22, then you should contact your liability insurance representative and advise them of the needed filing with our state. The form must be filed by an insurance company licensed through the Tennessee Department of Commerce and Insurance to issue motor vehicle liability insurance coverage in Tennessee. The minimum limits of liability required in Tennessee are 25/50/15. The Department of Safety and Homeland Security cannot furnish blank forms. The form must be issued from a liability insurance company. For the cost of this type of insurance you will need to check with your insurance agent. The insurance company determines the cost.

SR22 insurance must be maintained for the length of the suspension or revocation period. Once the SR22 has been maintained for the length of the suspension or revocation period it may be cancelled provided it is not required on any other suspension.

DOSHS describes SR-22 insurance as “proof of future financial responsibility” required under conditional use of privilege up to “5 years from your date of suspension.” DOR has duty to target SR-22 insureds, people who must have certificate for high-risk policies as POFR. Defendants’ automated revocation fraud holds all registrants are dangerous, irresponsible and high-risk. Good driver, bad driver alike are revoked. Under the law, insurance must be kept “for the length of the suspension” and afterward “*may be cancelled*” (emphasis added). (Source <https://www.tn.gov/safety/driver-services/reinstatements/frlawindex/sr22.html>)

11. **\$65,000 “cash deposit”** — In § 55-12-110, damages; amount of security, the bond amount is set at the limit of damages incurred in a qualifying accident. “(b) In no case shall security be required that is **greater in amount than that specified** in § 55-12-102, and in no event shall this security be in an amount less than five hundred dollars (\$500).” Part 1 of the law creates a duty upon an owner or operator on the pulling of the “qualifying accident” trigger, that being a *qualifying accident*, the facts of which create a damage cost total.

With no qualifying accident evidence, defendants require plaintiff to send Mr. Gerregano’s party \$65,000 cash or buy a \$65,000 surety bond though he *doesn’t know the cost of an accident that hasn’t yet occurred*. DOR policy creates a **conceptual impossibility**. A person is being forced to be responsible for an accident and to pay for it ahead of time, potentially years ahead of time, until it happens, if ever it does. Defendants pretend the general assembly ordains an absurdity and an official extortion.

12. **No banking authority** — DOR testifies that among 6.34 million registrants, a single person paid two \$65,000 cashier’s checks to DOR to show POFR under its policy. Atwood gives DOR no authority to collect *or bank* \$65,000 cash deposits.
13. **Major ejusdem generis statutory construction rule violation** — Basic rules of the statutory whole-text canon of construction ⁴ tell defendants that T.C.A. § 55-12-139, “This part shall apply to every vehicle subject to the registration and certificate of title provisions,” refers not to “every vehicle” registered, or 100 percent of 6.34 million vehicles registered, but instead to every **person subject to TFRL’s authority scope** whose use of a registered vehicle is under duty to have POFR as set forth in Part 1.

⁴ Specifically, the harmonious-reading canon. The provisions of a text should be interpreted in a way that renders them compatible, not contradictory. Under the same whole-text canon is presumption of consistent usage. A word or phrase is presumed to bear the same meaning throughout a text; a material variation in terms suggests a variation in meaning.

Duty and liability upon “vehicle[s] subject” are set narrowly in sects. 104, 105 and 106 in accident context or for other causes, sect. 114 (“Whenever the commissioner [safety] suspends or revokes the license of a person by reason of a conviction” etc.).

TCA § 55-12-104(4) states, “The submission to the commissioner of notarized releases executed by all parties who had previously filed claims with the department as a result of the accident.” This provision envisions the parties’ having no insurance and not in any way in violation of Atwood in use of the roads without insurance contract. Atwood is a utility supervising motor vehicle suspendees given conditional use of the privilege on application and payment of fees. Plaintiff’s defense of the statute seeks to satisfy the general assembly’s public protection and policy goals.⁵

14. **Promise to obey in future** — The law that requires licensee applicants to promise to obey the law *in the future* at T.C.A. § 55-12-138 shows that TFRL claims are triggered in the future, in a qualifying accident, auto-related court judgment or auto-related criminal conviction, with vehicle insurance in Tennessee voluntary upon the general public, as all the court cases indicate.

The commissioner of safety, with each application for an operator's or chauffeur's license, shall include a brief summary of the state's financial responsibility law and the summary shall contain the following or similar certification to be signed by the applicant: “I CERTIFY THAT I UNDERSTAND ABOUT TENNESSEE'S FINANCIAL RESPONSIBILITY LAW AND I AGREE TO ABIDE BY IT.”

Tenn. Code Ann. § 55-12-138 Certificates and certification

⁵ “Tennessee is not a ‘compulsory insurance’ state because our General Assembly has stopped short of requiring all vehicle owners to obtain insurance.** These statutes are intended to provide a more effective means of enforcing payment of automobile-caused damage claims *** and to take **insolvent, financially irresponsible drivers off the roads** of this state.”

Burress v. Sanders, 31 S.W.3d 259, 263 (Tenn. Ct. App. 2000) (emphasis added)

The promise is a condition precedent for obtaining the privilege the teenage or other applicant agrees to fulfill if he/she obtains the operative fact of qualifying accident under § 55-12-104, or other court-related circumstance. If Atwood imposed an insurance obligation on all travelers promiscuously, as defendants claim, sect. 138 would serve no purpose, a prospect forbidden under rules of statutory construction.

15. **DOR denies due process rights** – The right to a hearing before suffering removal of privilege is in Tenn. const. art. 1, sect. 8, “That no man shall be *** disseized of his *** privileges, or outlawed, or exiled, or in any manner destroyed or deprived of his life, liberty or property, but by the judgment of his peers, or the law of the land.” DOR prevents operation of constitutional guarantees. This fact – no hearing, no authority for a hearing – alone could be the starting point for the court to see how the entire scam unwinds. All financial responsibility hearings to protect citizen due process are in DOSHS at sect. 103 under UAPA. “Except as otherwise specifically provided, the commissioner **[of safety] shall administer and enforce this chapter**, may make rules and regulations necessary for its administration, and **shall provide for hearings** upon request of persons aggrieved by orders or acts of the commissioner under this chapter.” Tenn. Code Ann. § 55-12-103 (emphasis added). Plaintiff meets exemption, not having had a crash. His non-expired and fully-paid tag for his RAV4 is set to be revoked *without a hearing*. DOR can’t obey the constitution’s due process guarantees that one get a hearing BEFORE revocation because Atwood affords no such hearing.

Defendants are forbidden to short-circuit due process rights.

In *Bell v. Burson*, 402 U.S. 535, 91 S.Ct. 1586, 29 L.Ed.2d 90 (1971), a decision handed down eight months prior to Veach's trial and conviction, the United States Supreme Court held the revocation of a person's driver's license and registration under the Georgia Financial Responsibility Act was a deprivation of due process under the Fourteenth Amendment to the United States Constitution. The Court held due process requires that an individual's license and registration **be not suspended or revoked prior to a hearing for the determination** of liability, if any, as a result of an accident.

Specifically, the Court held:

‘* * * (B)efore the State may deprive petitioner of his driver’s license and vehicle registration it must provide a forum for the determination of the question whether there is a reasonable possibility of a judgment being rendered against him as a result of the accident.’ Bell v. Burson, supra.

The State contends we cannot reach the constitutionality of the statute without giving Bell vs. Burson, supra, retroactive effect. We disagree. The conviction of Veach occurred after the decision in Bell.

Veach v. State, 491 S.W.2d 81, 82–83 (Tenn. 1973)

TFRL protects motor vehicle registrants’ right to have a hearing in a meaningful way and in a meaningful time upon assertion of rights, securing protected rights and those of other people in like station in sect. 103. The law governing tax collection duties honors this requirement of a hearing prior to a “[deprivation] *** of *** liberties or privileges” in § 67-1-105(a)(1).

In the absence of any other provisions, and except as may otherwise be provided by law, whenever any person is aggrieved and desires a hearing with respect to the final resolution of any issue or question involved in connection with either an application for and entitlement to the issuance of, or the **proposed revocation** of, any certificate, license, permit, **privilege or right**, *** be afforded an opportunity for a formal hearing before the commissioner.

Tenn. Code Ann. § 67-1-105(a)(1) (emphasis added)

The fact that harm upon petitioner is imposed without a hearing, in breach of the constitution and sect. 103, shows defendants’ program is unconstitutional on its face, and oppressive, a matrix of official misconduct. A state agency violating the law cannot violate just one law. Violation necessarily begets violation. The right to notice and an opportunity to be heard “must be granted at a meaningful time and in a meaningful manner” Armstrong v. Manzo, 380 U.S. 545, 552. That is, *before* the department acts.

Insurance companies sell certified motor vehicle liability insurance policies in Tennessee join Tennessee automobile insurance plan. § 55-12-136. “The commissioner [revenue] may **after notice and hearing**: (A) Suspend or revoke the certificate of authority to transact insurance in this state of any member insurer that fails to pay an assessment when due or that fails to comply with the plan of operation,” sect. 136(f)(2) (emphasis added). Defendants respect corporations’ due process rights, but not those of citizens.

16. **No authority for hearing** – All hearings in financial responsibility are in *department of safety*. Sect. 103. Plaintiff demanded a hearing on the pending RAV4 revocation in a certified letter to DOR’s Shawn Ploss, with no reply. Plaintiff’s Honda Odyssey minivan case, due an order Jan. 21, 2025, exists in a no-man’s-land venue not authorized by law. Denied due process and lawful remedy, petitioner seeks relief administratively in a department imposing an **incurable jurisdictional defect** showing arbitrary and capricious policy. “Subject matter jurisdiction is conferred by statute or the Tennessee Constitution; the parties cannot confer it by appearance, plea, consent, silence, or waiver.” In re Estate of Trigg, 368 S.W.3d 483, 489 (Tenn. 2012).

17. **Oppressive effect of law** — Officers, deputies and troopers routinely follow Cmsr. Gerregano’s policy, converted for them into a matter of law. Chattanooga police enforce the law as if it is a requirement to have insurance. Officers’ duty is to ask for proof of financial responsibility under the qualifying crash framework, or to ask in a traffic stop or arrest if a person has proof of financial responsibility if such person appears on the registry as required to have SR-22 policy for high risk. In Hamilton County sessions and criminal courts, officers file charges against 1,474 men and women between Aug. 1, 2022 and Aug. 1, 2023, with 711 guilty pleas, 761 charges dismissed by the district attorney, and two charges of “driving without insurance” bringing criminal convictions, according to Vince Dean, clerk of courts. **EXHIBITS Nos. 13, 14** Police response, criminal court clerk response on TFR administration.

18. **Safety leads, revenue follows** – Independent authority of DOR to revoke is in sect. 210, and that upon SR-22 policyholders who have let policies lapse, in violation of their

agreement to maintain POFR or proof of financial security for duration of a suspension. Apart from this authority on a small group of drivers, DOR must follow safety's lead. Witness Lanfair admits defendants' EIVS operation runs with no connection to department of safety, which operation safety has refused to correct. The process run by tech vendor i3 Verticals is automated. When asked if anyone at DOR "[laid] an eyeball on any part of my revocation," the answer is "No." (Lanfair transcript p. 13, 14). T.C.A. § 55-12-209 commands the safety "shall cooperate" with DOR in "maintaining the program."

19. **Rejection of IICMVA standards** – In Atwood, the IICMVA protocols are intended to rule so DOR can accurately verify SR-22 policyholders. Atwood's purpose is to "develop and implement an efficient **insurance verification program** that utilizes the online verification system and data transfer standards for transmitting a full book of business specifications, model, and guide of the Insurance Industry Committee on Motor Vehicle Administration in order to **verify whether the financial responsibility requirements of this chapter** have been met ***." § 55-12-202, purpose (emphasis added)

"The commissioner of revenue shall develop, implement, and administer an insurance **verification** program to electronically **verify** whether the financial responsibility requirements of this chapter have been met with a motor vehicle liability insurance policy." T.C.A. § 55-12-204, Motor vehicle insurance; electronic verification program; commissioner duties (emphasis added). He "shall consult" with DOSHS and insurers, sect. 202, and the program "shall *** [b]e an accessible common carrier based system for online electronic verification and data transfers of proof of motor vehicle liability insurance in accordance with IICMVA specifications and standards" 55-12-205, program requirements.

EIVS' job is to verify. "**VERIFY**. To confirm or substantiate by oath. *** Particularly used of making formal oath to accounts, petitions, pleadings, and other papers. The word 'verified,' when used in a statute, ordinarily imports a verity attested by the sanctity of an oath. Frequently used interchangeably with 'sworn.' To prove to be true; to establish the

truth of; to confirm; to confirm the truth or truthfulness of; *** to authenticate; to prove; to maintain; to affirm; to support.” *Black’s Law Dictionary*, rev. 4th ed.

Defendants convert the requirement for *verification of insurance* as proof of financial responsibility under sect. 202, purpose, “as [when] required” among SR-22 insureds, into a *status check on insurance* upon 6.34 million vehicle registrants and **an obligation to buy insurance or remit \$65,000** per auto used.

IICMVA requirements for searching insurance company databases are four mandatory data elements, its brochure says. The NAIC number. VIN. The policy key. Requested confirmation date. Under T.C.A. § 55-12-101 *et seq*, the parties subject to this search are *those subject to the TFRL*, required under penalty to have certified policies for duration of suspension. **EXHIBIT No. 15**, Financial responsibility programs and procedures guide, IICMVA, excerpts pp. 1-7, 47, 48 (The brochure is in motion, Appendix No. 2)

The IICMVA online verification program helps two kinds of states, those with “compulsory insurance and financial responsibility laws,” the group says. An enforcement search in a compulsory insurance state is broad, covering **100 percent of vehicle owners**. Tennessee is an after-crash voluntary insurance state, as court cases indicate. In Tennessee, under financial responsibility law, the enforcement search is narrowed to **the people who have missed the 20-day deadline at § 55-12-104**, accident reports, are suspended and who now have to deal with the safety commissioner to restore their privilege. The enforcement search is also upon those against whom is a verdict or court judgment or conviction. T.C.A. § 55-12-102(4), “judgment,” 113, definition of “conviction.” Plaintiff has calculated, based on DOR data, this number to be fewer than 3,000, with no dispute by defendants.

20. **DOR creates illicit alternative driver license system** – In departure from law, defendants run a new driver license scheme by imposing a qualification not appearing in §55-50-101 *et seq*, the uniform classified and commercial driver license act of 1988. A registrant such as plaintiff may not travel, operate or drive a motor vehicle **but for** POFR,

despite no qualifying crash.

Defendants use § 55-12-139 as the liability statute upon plaintiff and others in like situation. But there's a damning loose end. It appears in the description of the certificate to be obtained by vehicle owner under judgment by the department of safety.

(2) For the purposes of this section, "financial responsibility" means:

(A) **Documentation**, such as the declaration page of an insurance policy, an insurance binder, or an insurance card from an insurance company authorized to do business in this state, whether in paper or electronic format, stating that a policy of insurance **meeting the requirements of this part** has been issued;

(B) A **certificate**, valid for one (1) year, **issued by the commissioner of safety**, stating that:

(i) A cash deposit or bond in the amount required by this part has been **paid or filed with the commissioner of revenue**; or

(ii) The driver has qualified as a self-insurer under § 55-12-111; or

Tenn. Code Ann. § 55-12-139 (emphasis added)

The certificate issued by the safety commissioner declares the driver remitted cash or proof of a surety bond to him, or that the safety commissioner **has filed notice** with ("filed with") the commissioner of revenue. The "amount required" refers to the amount of damage incurred in a qualifying crash. The money goes to safety.

A party in breach of the liability portion of TFRL at §§ 55-12-104, 105 and 106 is under safety department authority may be suspended and required to buy an SR-22 certified policy showing motor vehicle liability insurance coverage. Tenn. Code Ann. § 139(b)(2)(B)(i) does not create a liability under the TFRL, given the balance of TFRL showing defendants lack authority to enforce a compulsory insurance scheme or, alternatively to insurance, impose a \$65,000 payment scheme payable to commissioner not provided for by law.

Defendants create a second licensing scheme by extorting public: “Pay us \$65,000 or become an insurance company customer, or we’ll have you charged with a crime.”

21. **Re-registration forbidden if no safety OK** — How can petitioner get his Odyssey minivan registration back in his agency case if the law forbids Cmsr. Gerregano from renewing it without approval of DOSHS? How can he get his RAV4 registration back after it gets revoked? Mr. Gerregano cannot lawfully restore the tag without permission of safety.

“It is **unlawful** for the commissioner of revenue to reregister any vehicle, the registration of which has been revoked under the authority of this part, unless the written approval of the commissioner of safety is obtained prior to the reregistration, and it is unlawful for any owner whose registration privileges have been revoked to sell the vehicle” T.C.A § 55-12-130 (emphasis added).

In a question for Mrs. Lanfair: “Does the department request a letter from the commissioner of safety to reinstate my tag?” Answer. “No” (Lanfair transcript p. 42).

22. **SR-22 policies cost more, have certificate** – In Tennessee’s voluntary insurance system, the parties required to have insurance are those who have proven themselves financially irresponsible. Under sanction, “[t]he licensee shall maintain proof of financial responsibility for the duration of the license's suspension or revocation, as required by § 55-12-126.” T.C.A. §55-12-114. This insurance is under an insurance industry standard, the SR-22 explicitly *high-risk* insurance policy, described as follows on DOSHS’s website:

A SR-22 form is proof of future financial responsibility as required under Tennessee Code Annotated 55-12-114. If you are required to file a SR-22, then you should contact your liability insurance representative and advise them of the needed filing with our state. The form must be filed by an insurance company licensed through the Tennessee Department of Commerce and Insurance to issue motor vehicle liability insurance coverage in Tennessee. The minimum limits of liability required in Tennessee are 25/50/15. Our department cannot furnish blank forms. The form must be issued from a liability insurance company. ***

[An] SR-22 can be required for a total of 5 years from your date of suspension. If the SR-22 is filed for a total of 3 years (36 months) within

the 5-year period, the SR-22 may be cancelled provided it is not required on any other suspension. If 5 years pass from the date of suspension before you reinstate your privileges, then the SR-22 would not be required. If the SR-22 is cancelled before the required time and a new form not filed, your driving privileges will be suspended.

Source:

<https://www.tn.gov/safety/driver-services/reinstatements/raffidavitsr22.html#:~:text=A%20Financial%20Responsibility%20Affidavit%20is,insurance%20for%20a%20specific%20crash.> (emphasis added)

In a voluntary insurance after-accident financial responsibility state, people in general population are free to buy motor vehicle policies to secure themselves for future accidents. The parties under *duty and required to buy insurance and to maintain certificates of proof* are those people who are not free; they have been suspended in license and registration under TFRL for cause.

TFRL's purpose is to declare that no person shall have a license or tag to operate a motor vehicle upon public ways until he has satisfied any outstanding judgment against him founded on previous operation of a motor vehicle. TFRL has "a tendency to prevent conduct by a licensee capable of being the basis of such a judgment, and thus promote the public safety. It would have a tendency to keep off the highway those shown by their conduct to be dangerous to other travelers. It may be thought by the Legislature that such a [person], who did not do what the law required of him, as declared by the judgment, to repair damage already done by him, was not a fit person to be intrusted again with the responsibility of operating a motor vehicle on the public ways. From the viewpoint of the common good and general welfare the proposed statute cannot be pronounced obnoxious to the Constitution" Watson v. Div. of Motor Vehicles of California, 212 Cal. 279, 283–84, 298 P. 481, 483 (1931). To regain the trust of the safeguarding state, Tennesseans under court or administrative judgment must purchase forward-looking SR-22 coverage ("**proof of future financial responsibility**") securing that they are (and will be) financially responsible in a future wreck, and thusly obtain *conditional license and registration*.

The compelled expense ends when the probationary suspension period ends. Afterward, one is at liberty to drop coverage.

23. **Clean record lets obligation cease** — Cancellation provisions for bonds and insurance certificates show that Tennessee is a mandatory insurance state for those *subject to the TFRL requirements* for *violating the law or having an unsatisfied judgment*, and subject thus to Atwood insurance verification via EIVS. The mandatory conditions have sunset provisions, for those who exhibit good behavior, for whom safety has “not received record of an additional conviction.” T.C.A. § 55-12-125, cancellation of bond or certificate of insurance. Safety shall consent to returning money held and “waive the requirement of filing proof of financial responsibility” at the end of a suspension period if the person has no “pending action for damages,” no “judgment upon the liability is unsatisfied” or who hasn’t gotten into a new qualifying accident.
24. **Sunsetting for POFR requirement** — The cancellation of bond or insurance certificate provisions of TFRL speak of requirements to show POFR requirement’s coming to an end within set time frames. § 55-12-125. Cancellation of bond or certificate of insurance, provision (e), observes department of safety “*may release a person’s requirement* to provide proof of financial responsibility after the expiration of the period of suspension or revocation if the department of safety’s records establish that during the suspension or revocation period, the person was not convicted of an additional offense” (emphasis added). In other words, good behavior by one under DOSHS and DOR probation for a TFRL violation merits that person the *restored right to drive and operate free from any requirement*.
25. **No demand for return of revoked plate** — Defendants do not demand back the registration plate in the administrative contest because under § 55-12-27, surrender ***, the plate of an SR-22 malefactor who fails to keep up his part of a bargain with safety must be returned **WITH the driver license**, each to its proper authority. Only safety has authority to order a local officer to go retrieve license and plate from the offender. Defendants stumble over this dual claim, lacking authority to demand the plate’s return

because of pretended independent authority.

26. **Plaintiff's non-certified policy can't prove POFR** — Atwood surveils registrants who are identified as people with certified motor vehicle insurance policies (SR-22). Plaintiff has a non-certified motor vehicle policy with State Farm that he dropped March 2023, prompting DOR to revoke his registration July 21, 2023. Atwood lets DOR see only certified policies in harmony with Part 1 to continually confirm that high-risk drivers with SR-22 insurance (certified) are maintaining POFR.

The definition of “motor vehicle liability policy” in view in TFRL includes “certified.”

“Motor vehicle liability policy” means an “owner’s policy” or “operator’s policy” of liability insurance, **certified** as provided in § 55-12-120 or § 55-12-121 as **proof of financial responsibility**, and issued, except as otherwise provided in § 55-12-121 by an insurance carrier duly licensed or admitted to transact business in this state, to or for the benefit of the person named therein as insured;

T.C.A. § 55-12-102(7). Definitions (emphasis added)

Policies scope and content vary. An “owner’s policy” carries “explicit description or by appropriate reference, all motor vehicles with respect to which coverage is thereby granted” § 55-12-122(a). An “operator’s policy *** shall insure the person named as insured therein against loss *** arising out of the use by the insured of any motor vehicle not owned by the insured” Sect. 122(b).

Whether owner’s or operator’s, the statutory construct of “motor vehicle liability policy” has detailed requirements proper for high-risk SR-22 obligation. Sect. 122(c) - (j) .

TFRL motor vehicle liability insurance policies are certified. “Proof of financial responsibility may be furnished by filing with the commissioner [of safety] the **written certificate** [SR-22] of any insurance carrier duly authorized to do business in this state, **certifying that there is in effect** a motor vehicle liability policy for the benefit of the **person required to furnish proof of financial responsibility**” T.C.A. § 55-12-120, certificates and certification (emphasis added).

The document “shall designate by explicit description [VIN] or by appropriate reference all motor vehicles covered thereby, unless the policy is issued to a person who is not the owner of the motor vehicle.” T.C.A. § 55-12-120. These certificates are the industry’s nationwide SR-22 form.

No insurance company can cancel an EIVS-findable policy without first giving notice to safety.

When an insurance carrier has **certified a motor vehicle liability policy** under § 55-12-120, insurance so **certified** shall not be cancelled or terminated until at least ten (10) days after notice of cancellation or termination of the **insurance so certified shall** be filed with the commissioner [of safety] *******, except that such a policy subsequently procured and certified shall, on the effective date of its certification, terminate the insurance previously certified with respect to any motor vehicles designated in both certificates.

T.C.A. § 55-12-123. Cancellation or termination of policies; notice

EIVS run without filter is “Eye of Sauron.” When operated *regularly*, it does not presume insurers’ book of business is so wide open that it includes prospective customers, customer prospect lists from the sales department or verified noncustomers. It cannot see noncustomers, in other words. *Irregularly run*, EIVS and Atwood demand POFR of all registrants. ⁶ *Regularly run*, EIVS sees only people who “[become] eligible for notice,” per § 210(g), violating terms of TFRL probation. Not until they are released from duty to have SR-22 at suspension’s end are they free to join the ranks of people such as plaintiff, uninsured by poverty or constitutionally protected choice.

Summary of abrogated provisions

The prospects of success in this case are strong, given 26 abrogations of law,

► The law grants exceptions, but DOR denies them

⁶ REGULAR. Conformable to law. Steady or uniform in course, practice, or occurrence; not subject to unexplained or irrational variation. Made according to rule, duly authorized, formed after uniform type, built or arranged according to established plan, law, or principle. Antonym of "casual" or "occasional." (Source: *Black’s Law Dictionary* 4th ed.) (internal citations omitted)

- The law halts suspension terms, DOR says they are forever
- Law says SR-22s are for suspendees, DOR says SR-22s are for all
- Uninsured person signs release affidavit to comply with law, DOR revokes him
- The law says “certified” policy = POFR, DOR says non-certified wallet card = POFR
- Law says SR-22s “eligible for notice,” DOR says insurance noncustomers “eligible”
- Law says 100 percent of SR-22 insureds who drop coverage are revoked, DOR says 100 percent of registrants who drop are revoked
- Law says unlawful for DOR to restore tag without DOSHS OK, DOR says it’s not

Atwood is run as a racket, a business generator for insurance carriers. From 2018 through 2022, DOR says, insurers wrote \$12.511 billion in passenger auto liability policies. That’s plenty of business. It might be better if EIVS could raise “compliance” by squeezing the 16 percent of registrants without insurance, mostly poor people. “Right now,” says DOR’s Mrs. Lanfair, “we are at 84 percent confirmed. So that is about 1.2 million unconfirmed” (Lanfair transcript p. 37).

The department’s practice of requiring “proof of financial responsibility” or, more accurately, proof of security (or wealth), of **all motor vehicles** at all times — when the law targets **individual persons** for duty — nullifies the law repeatedly. Defendants violate rules of statutory construction and defy duty to provide honest government services.

“In reality, a judge was ‘never bound to adopt the construction given by the head of a department.’ *Decatur v. Paulding*. 14 Pet. 497, 515 (1840)” Loper Bright Enterprises et al. v. Gina Raimondo, secretary of commerce, 603 U.S. ____ (2024).

Respectfully submitted,



David Jonathan Tulis

EXHIBITS

12. IICMVA's white paper "The Case for Utilizing Web Services Technology to File Certificates of Financial Responsibility"
13. Criminal court clerk response on TFRL cases, convictions
14. Police department response on enforcing TFRL
15. Financial responsibility programs and procedures guide, IICMVA, excerpts pp. 1-7, 47, 48

Appendix 1

<https://www.tn.gov/safety/driver-services/reinstatements/frlawindex/sr22.html>

The screenshot shows the Tennessee Department of Safety & Homeland Security website. The page title is "SR-22 Insurance". The navigation menu includes "Services", "Tennessee Highway Patrol", "Homeland Security", "Tennessee Highway Safety Office", "TACN", and "Need Help?". A banner for "HURRICANE HELENE" is visible. A notification states "NOW ACCEPTING THP CADET APPLICATIONS". The main content area is titled "SR-22 Insurance" and contains the following text: "A SR-22 form is proof of future financial responsibility as required under Tennessee Code Annotated 55-12-114. If you are required to file a SR-22, then you should contact your liability insurance representative and advise them of the needed filing with our state. The form must be filed by an insurance company licensed through the Tennessee Department of Commerce and Insurance to issue motor vehicle liability insurance coverage in Tennessee. The minimum limits of liability required in Tennessee are 25/50/15. The Department of Safety and Homeland Security cannot furnish blank forms. The form must be issued from a liability insurance company. For the cost of this type of insurance you will need to check with your insurance agent. The insurance company determines the cost." Below this, it states: "SR22 insurance must be maintained for the length of the suspension or revocation period. Once the SR22 has been maintained for the length of the suspension or revocation period it may be cancelled provided it is not required on any other suspension".

Appendix 2

<https://www.bankrate.com/insurance/car/sr22/>

The screenshot shows a web browser window with the address bar displaying <https://www.bankrate.com/insurance/car/sr22/>. The page title is "What is SR-22 insurance?". The article is written by Elizabeth Rivelli and edited by Mariah Posey. It was published on October 02, 2024, and is a 5-minute read. The Bankrate logo is visible in the top left corner of the page content. The breadcrumb navigation shows "Insurance > Car Insurance > What is SR-22 insurance?".



Image by simon2579/GettyImages; Illustration by Hunter Newton/Bankrate

If you've had your license suspended, you may have also received a notice from your state's Department of Motor Vehicles (DMV) to file an SR-22 in order to have your license reinstated. An SR-22 isn't a car insurance policy — instead, it's a certificate filed by your car insurance company on your behalf stating that you meet the minimum car insurance requirements in your state. However, not all car insurance companies offer SR-22 forms. This guide breaks down what an SR-22 form is and how to purchase and file one.

Article explaining SR-22 certificates, cont'd below

<https://www.bankrate.com/insurance/car/sr22/>

What is an SR-22?

SR-22 insurance is not a type of car insurance policy. An SR-22 is a form filed by your insurance company that states you hold the minimum required amount of car insurance in your state. It is also referred to as a certificate of financial responsibility.

If you commit a serious traffic offense, your state's Department of Motor Vehicles may notify you that you must file an SR-22 with the DMV. Only your auto insurance provider can file an SR-22 for you, but not all carriers offer this service. Depending upon your state of residence and specific correlating offense, the SR-22 requirement may be removed after a few years, or it may remain there for a prolonged period of time. In some states, the form name and required insurance levels can vary depending on the offense. Florida and Virginia, for example, may require an FR-44 with significantly higher liability limits than your state's required minimums if convicted of a high-risk driving offense.

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When do you need an SR-22?

Typically, adding an SR-22 component to your existing insurance is not done voluntarily. Instead, the state may require this documentation after you have had a serious driving incident or conviction to prove that you're currently meeting your state's minimum insurance requirements.

Drivers may be required to have an SR-22 in the following situations:

- The driver was charged with a DUI or DWI
- The driver was charged with reckless or negligent driving
- The driver was charged with multiple traffic offenses in a short time period
- The driver was caught driving without insurance
- The driver was involved in an accident while driving without insurance
- The driver was pulled over while not carrying car insurance in the registered vehicle
- The driver is required to reinstate their driver's license after a suspension

If you are faced with an SR-22 requirement, the good news is that it will likely not last forever. Most states require you to carry an SR-22 for one to five years, provided that adequate insurance is continuously maintained during that time. If your coverage lapses, the clock may restart on the requirement or your license may even be revoked.

How to get an SR-22

Obtaining an SR-22 is typically a relatively simple process if you already have an insurance policy that meets your state's legal minimum requirements. If your company offers SR-22 filing, it may be as simple as calling up your insurance agent to inform them of the change or going online to add it to your existing policy directly. From there, your car insurance company will contact the Department of Motor Vehicles. Although you will likely pay a fee for the additional service, your provider is responsible for filing the necessary paperwork with the state.

If your company does not give you the option to file an SR-22 form — or the corresponding form required in your state — you may need to shop for a new policy to be able to obtain a form and coverage through a high-risk provider.

Remember that even if you do not have access to a car of your own at the moment, you may still be required to meet the SR-22 requirements. In that instance, you may want to get a non-owner policy. It can help cover you against liability claims when you use someone else's vehicle, and it will keep you up to date on your insurance requirements associated with an SR-22.

Companies that will file an SR-22

Getting a policy to satisfy SR-22 requirements may not be as easy as purchasing standard car insurance. It is risky for insurance companies to cover drivers who have a history of serious traffic violations. Because of that, not every insurance provider offers SR-22s. Here are some of the companies that may be more likely to extend coverage to high-risk drivers:

How much does an SR-22 cost?

Getting an SR-22 form filed on your behalf, in itself, will likely not be a huge expense. With most car insurance companies, adding this component to your insurance policy is only a matter of paying a small fee. The exact fee may vary by state or provider, but you can generally expect the cost to be somewhere around \$25 to \$50 to fulfill this requirement. However, you may need to switch carriers to get SR-22 filing, and the rate increases associated with high-risk driving may be costly.

Read more: [Cheap car insurance for high-risk drivers](#)

Is an SR-22 a one-time fee?

Some auto insurance companies may only charge a one-time filing fee, but this is not usually the case. If your insurance provider charges you a filing fee for your SR-22, it will typically be \$25 to \$50 charged at the initial request, as well as at the start of each renewal until the filing period expires.

Will an SR-22 increase your insurance rates?

Ultimately, your insurance premium will likely be affected if you have to get an SR-22. But it is your infraction — the event that caused you to need SR-22 insurance in the first place — that may cause you to be labeled as a high-risk driver and raise your premium. Sometimes your rate can change dramatically, such as with DUI convictions. However, the amount may be less for a different charge, like driving without insurance.

The best thing that you can do to secure an affordable rate is to shop around and compare quotes. Even high-risk insurers will offer different rates depending on your circumstances.

CERTIFICATE OF SERVICE

A copy of this document is served this Friday, the 13th day of December, 2024, upon defendants' attorney, Nicholas Barca, senior assistant attorney general, by e-mail at the address as follows;



nick.barca@ag.tn.gov

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10520 Brickhill Ln
Soddy Daisy TN 37379

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DEC 19 2024

U.S. District Court
Middle District of TN

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clerk US District Court
19 Church St.
Nashville TN 37203

DATE: 12/19/24
INSPECTED BY: [Signature]

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

Jeffery R. Watts
Plaintiff

Case No. 24-cv-00084

V.

Judge Campbell
Magistrate Judge Holmes

Gary Jacobs et al.,
Defendants

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DEC 19 2024

U.S. District Court
Middle District of TN

AMENDED COMPLAINT

Plaintiff, Jeffery R. Watts, prays leave to Amend Complaint, seeing as how the Chief Jailer Lt. Nick Batts has continued to retaliate against the plaintiff, along with other jail administrators and officials.

On Dec. 4, 2024 while receiving an indigent package from C/o K. Walker plaintiff, Jeffery R. Watts, noticed that the indigent package only had (2) two pieces of paper with (4) four stamped envelopes. Which is not proper/correct.

Plaintiff has numerous complaints in the jail's grievance process on the pod kiosks, over the
1 of 10

issue with a lack of paper and the need for paper and pens to address the legal issues that the plaintiff has. C/O Walker stated that the people over the commissary said that it's not supposed to be the same amount of paper and stamped envelopes and that she was tired of dealing with the issue and the people over Commissary.

Plaintiff asked C/O K. Walker if she would get him some paper. She stated that inmate Willis had ordered a packet of notebook paper that week and tried to send it to me but she was not allowed to pass me the paper, that I should get it on my rec.

Plaintiff went to the pod (C-pod) for rec. that night and was given the packet of paper from inmate Michael Ford who was inmate Andrew Willis' cellmate because Willis was asleep. Plaintiff was also given (2) two ink pens.

During this time Plaintiff had a request in on the pod Kiosk asking if the administration was going to comply with the Court Order this Court had issued stating the Hickman County Jail officials were to send a certified copy of the Plaintiff's inmate Trust Fund Account to the Court.

The Plaintiff's wife, Tiffany Callahan, has got

PACER to help keep a track of the status of this case, which is how plaintiff knew about the Court order as he had not received the letter that this Court sent him regarding the Court Order.

On Dec. 6, 2024 C/O K. Walker along with (5) five other guards who were Lt. Batts, Corporal Isabell, C/O Sardaine, C/O Atkinson, and C/O M. Ouilien, to ask Plaintiff about the request to comply with the Court Order. As C/O K. Walker was asking Plaintiff what Court issued the Court Order and how did he know there was a Court order issued, plaintiff asked how come Lt. Batts did come to ask those questions after answering the two (2) questions for C/O K. Walker.

Plaintiff asked about why Lt. Batts did not come and ask those questions himself because the plaintiff had seen Lt. Batts along with the other guards through the reflection of the only window in the cell (which is in the door and covered)

At this time Lt. Batts stepped to where the plaintiff could see him and asked the same (2) two questions again to plaintiff, and was given the same answers "The District Court issued the Court Order at the end of Nov. and plaintiff

Knew about the order through his wife and her PACER account. Plaintiff was asked what District Court to which plaintiff stated the address 719 Church Street Suite 1300 Nashville TN, 37203. Lt. Batts asked what's that, to which C/o K. Walker stated that's the address.

Plaintiff then asked were they going to comply with the Court Order and that he needed another copy of his Trust Fund Account. (That copy would be for another 42 U.S.C. § 1983 against Williamson County Jail and its officials). Three (3) times Lt. Batts said he would not give the plaintiff a copy of his Trust Fund account and did not know about a court order.

After being refused the Trust Fund account the plaintiff asked Lt. Batts to close his door (3) times nicely. The plaintiff has mental problems, which are not being addressed properly, and could tell he was about to lose it and flip out. The plaintiff hears voices and they began to roar as a large crowd. C/o K. Walker tried to shut the door at that time but Lt. Batts lended against the door to prevent C/o K. Walker from closing the cell door on Isolation Iso(2) two.

Plaintiff had been sitting on the bunk during

the whole incident up until this point, at which time Plaintiff stands up and screams at Lt. Batts to close his fucking door and to leave him alone.

Lt. Batts knows the plaintiff has mental issues and provoked the plaintiff into flipping out as this is not the first time this provoking the plaintiff has happened. During each of the times the plaintiff has been provoked into screaming and cursing Lt. Batts the plaintiff has never physically assaulted the staff or Lt. Batts.

As the Plaintiff was screaming and yelling at the Lt., the Lt. pulls his taser out and points it at the plaintiff, to which the plaintiff responds with "Shoot me Bitch, shoot me you weak kneed whore". The plaintiff had a flash back to the severe beating the plaintiff endured at the Hands of the Hickman County Sheriff's deputies during his arrest which I have filed a complaint with this court after I was found "Not Guilty" of: Aggravated Assault on law enforcement; Assault on a First Responder; and Resisting arrest.

After another minute or so (60) seconds C/o K. Walker was allowed to close the door. At the time the door was closed the plaintiff sat down and stopped yelling, screaming and cursing.

This incident happened at approximately 10:45 am on Dec. 6, 2024, at 5:15 pm the same day Plaintiff was given a write up and found guilty, before plaintiff was taken to a Disciplinary Hearing, given 60 days beginning on 12/6/2024 and ending on 2/3/2025. Plaintiff requested a disciplinary hearing.

At 1:40pm on Dec. 6, 2024 C/o K. Walker brought Plaintiff a letter from this Court which did contained the Court Order. The letter appeared to be opened outside the inmates presence. C/o K. Walker stated to the Plaintiff to hurry up because "they are watching me, something got through the legal mail."

The plaintiff was informed a short while later that Andrew Willis was wrote up for giving the plaintiff a packet of unopened notebook paper, the administration never wrote the plaintiff up for receiving the paper, but would not allow the plaintiff to rec. in C-pod anymore. The Plaintiff is now recing in A-pod and is searched when he leaves the pod to return to his Isolation cell Iso two (2) along with both of plaintiff's cellmates Harold Ray Mitchell, and Jared Tidwell.

During the Disciplinary hearing on Dec. 9, 2024 the plaintiff requested that both of his cellmates at the time of the incident on Dec. 6, 2024 be

called as witnesses along with C/o K. Walker and the bodycamera footage of C/o Atkinson. My cellmates at the time were inmates Mitchell and inmate Poteete, which I have signed Declarations under the penalty of perjury from both inmates.

During the Disciplinary hearing Inmates Mitchell and Poteete were not allowed to testify on my behalf and there was no bodycamera footage from the incident, but I, Jeffery Ray Watts, asked C/o Atkinson about the bodycamera in front of several witnesses in A-pod while on rec. C/o Atkinson stated to plaintiff that he did have his body-camera on and recording during the incident with Lt. Batts on Dec. 6, 2024 and that he turned in the body camera to Lt. Batts at the end of the shift on Dec. 6, 2024.

Lt. Batts violated policy General Order 1.3.1 of the Hickman County Sheriff's Department by escalating the situation with Plaintiff on Dec. 6, 2024 and General Order 11.2.1 by not wearing bodycamera not properly supervising the other officers in wearing bodycameras and erasing the only footage of the incident taken by C/o Atkinson.

These actions taken by Lt. Nick Batts are in retaliation for filing grievances, suing him and

the rest of the defendants in this case. Plaintiff is still being held in Isolation and is given bogus write-ups when asked to be put back in general population, found guilty without a disciplinary hearing. Plaintiff has been housed in Isolation Iso two (2) since April 10, 2024, not allowed visitation, communication taken away for 45 days at a time but is still able to use the phone in the pod at night, not allowed access to the law library and impeded from reaching out to the Court. The other inmates would do try to help the Plaintiff are punished to deter other inmates from helping him pursue this legal issue.

Plaintiff asked C/O Sardaine about the body-cameras during the incident on Dec. 6, 2024 with Lt. Batts and was told he, (C/O Sardaine), did not have his camera on, that Atkinson did but told C/O Atkinson to turn it off when it started to look bad on the officers.

Lt. Batts lied on the write-up when stating he came to my cell over a grievance, it was a request, and that I, the plaintiff, threatened bodily harm. Bodily harm was never threatened in anyway to Lt. Batts and there was no justification to pull his taser and threaten to tase the Plaintiff. There is a grievance filed on all of this, at this time there

is no response from the administration.

The Disciplinary hearing officers are bias against the plaintiff because they both Lt. Nick Batts and Sgt. David Jenkins are both being sued by the plaintiff. The plaintiff has informed them numerous times that they are named on the lawsuit.

By Lt. Nick Batts pulling his taser on the Plaintiff that is excessive force because there was no need to threaten the Plaintiff as the plaintiff was not a threat to Lt. Batts at any time. Plaintiff's left wrist/hand is in a removeable plastic brace and is constant pain with the hand. It took nine on a half (9½) months to attempt to get it fixed and does not want to risk another injury at the hands of the Hickman County Sheriff's department. There was never any physical threat of violence from the plaintiff toward Lt. Batts during this incident on Dec. 6, 2024.

This will be another incident that the Hickman County Sheriff's official will not investigate and will not discipline its deputies for violating policy and a persons Constitutional Rights.

Pursuant to 28 U.S.C. 1746, I, Jeffery R. Watts, declare under penalty of perjury that the above statement in this motion is true and correct.

If executed within the United States; Its territories, possessions, or commonwealth: "I, Jeffery R. Watts, declare (certify, verify, or state) under penalty of perjury that the above statements are true and correct.

I, Jeffery R. Watts, declare that I have not been able to have this motion notarized according to law because the Hickman County Jail administration will not allow me to see the notary Public. I therefore declare under penalty of perjury that all of the statements made in this Motion are true of my own knowledge, and I pray leave of the Court to allow this Motion to be filed without notarization.

Signature: *Jeffery R. Watts* 12/15/2024
Printed Name: Jeffery R. Watts 12/15/2024

Witness Signature: *Harold Mitchell* 12/15/2024
Printed Name: HAROLD MITCHELL 12/15/2024

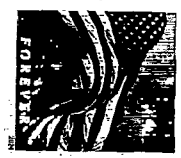
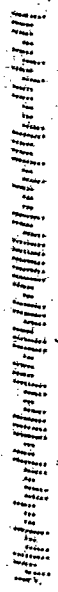
Jeffery R. Watts #10512
108 College Ave.
Centerville, TN 37033
Hickman County, TN

LEGAL MAIL

RECEIVED

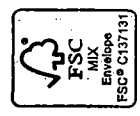
DEC 19 2024
U.S. District Court
Middle District of TN

5720687055 0019



CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT of Tennessee
719 Church Street, Suite 1300
Nashville, TN 37203

LEO A Hickman County
Corrections A
is not responsible for
contents of this package



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WHITE PAPER

see page 4



The Case for Utilizing Web Services Technology to File Certificates of Financial Responsibility

RECEIVED

DEC 19 2024

U.S. District Court
Middle District of TN



Insurance Industry Committee on
Motor Vehicle Administration

Version 1.0
August 16, 2011



Executive Summary

Mandatory liability insurance laws currently exist in 49 of the 50 states. Many jurisdictions require an individual to obtain and maintain Certificates of Financial Responsibility. An individual may need a Certificate of Financial Responsibility due to unsatisfied judgments, driving without insurance, certain moving violation convictions or the inability to provide evidence of financial responsibility after involvement in a crash. Certificates of Financial Responsibility are typically referred to as an SR-22, FR-44 or similar designation depending on the jurisdiction and reason for the filing.

Today, few jurisdictions accept Certificates of Financial Responsibility electronically from insurance carriers, and no standardized methodology exists for the submission of Certificates to all the jurisdictions. Jurisdictions accept Certificates by numerous methods which include: paper forms via US Mail, faxed forms, email, proprietary website entry and costly electronic methods utilizing third-party vendors.

Current submission methods can result in inferior data quality, duplicate entries, and unsatisfactory customer experience. Data quality is affected by the numerous forms of delivery; duplicate entries are required as insurers must also input data into the insurance carrier database; and customer experience is negatively affected by delays in delivery to jurisdictions. Also, the submission of Certificates via a website does not allow for audit trails by the insurance carrier.

The purpose of this paper is to outline for the submission of Certificates of Financial Responsibility utilizing web services technology. This method supports numerous state-specific data and documentation requirements evidencing an insured's compliance with a jurisdiction's financial responsibility laws through a partnership between jurisdictions, the public and insurance carriers. The method is intended to be uniform, cost effective for both jurisdictions and insurance carriers, support data security, and benefit public interest. Jurisdictions taking advantage of this technology will eliminate paper processing, reduce manual efforts, and improve data quality.

Proposed Solution

Technology has evolved significantly over the past several years to the extent that confining business transactions of this nature to paper documents is no longer necessary nor is it optimum.

Utilization of internet-based technology, specifically web services for submission of Certificates of Financial Responsibility, provides the above referenced benefits as well as a real-time solution. The Insurance Industry Committee on Motor Vehicle Administration (IICMVA) views the use of this technology as the optimum solution for overcoming the limitations of paper Certificates and best meets the needs of all stakeholders.

A web-based methodology for submitting Certificates of Financial Responsibility on behalf of insured customers to jurisdictions provides a number of benefits:

- Time delays inherent in providing paper documents are eliminated, thereby completing the business transaction in a real-time manner that meets the needs of all stakeholders.
- Standardized electronic transactions enhance the quality and accuracy of the data provided to jurisdictions, thereby eliminating any rework.
- Standardized electronic transactions enhance the security of customer information that is shared between the insurance carrier and the jurisdiction.
- Manual work currently required by both jurisdiction and insurance carrier personnel is significantly reduced.
- The need for jurisdictions to build proprietary websites for the purpose of allowing insurance carriers to enter data is eliminated.
- Audit trails for the purpose of maintaining and monitoring the existence of Certificates can be systematically created, thereby eliminating manual processes.

- The methodology is uniform across jurisdictions and across insurance carriers, thereby making it more cost effective for jurisdictions and insurance carriers.
- The technology can eliminate third-party dependency for providing such services.
- The customer experience is greatly enhanced due to the real time nature of completing the business transaction.

These are but a few of the benefits offered by this proposal. The IICMVA believes that web service technology is a superior method for addressing the needs of individual jurisdictions with respect to the need to verify evidence of auto liability insurance under state financial responsibility laws.

The IICMVA envisions the following business processes as integral to the real-time electronic submission of Certificates of Financial Responsibility: (Also See Appendix A)

- A jurisdiction notifies an individual of the need to provide a Certificate of Financial Responsibility for specified reasons, and the individual makes the request of his/her insurance carrier.
- Each jurisdiction and insurance carrier is responsible for maintaining a web portal through which the required data on a Certificate of Financial Responsibility may be transmitted from the insurance carrier to the jurisdiction.
- Valid messages are transmitted in a standard format established by the industry from the insurance carrier to the appropriate jurisdiction containing the specified data and using the key information for the submission of the filings.
- The jurisdiction responds with an electronic transaction to the insurance carrier acknowledging receipt of the Certificate.
- The insurance carrier's database maintains a record of having submitted the Certificate and continues to monitor its status for the period of time required by the jurisdiction or until such time the policy is terminated.

About the IICMVA

The IICMVA was formally organized in January, 1968. Prior to this time, industry ad hoc committees were assembled by each jurisdiction to assist with the implementation of compulsory insurance and financial responsibility laws.

Ad hoc committees, which operated at the individual state level, were restrictive and inconsistent in function and composition. The IICMVA was formed to facilitate consistent, industry-wide communication between the insurance industry and all jurisdictions.

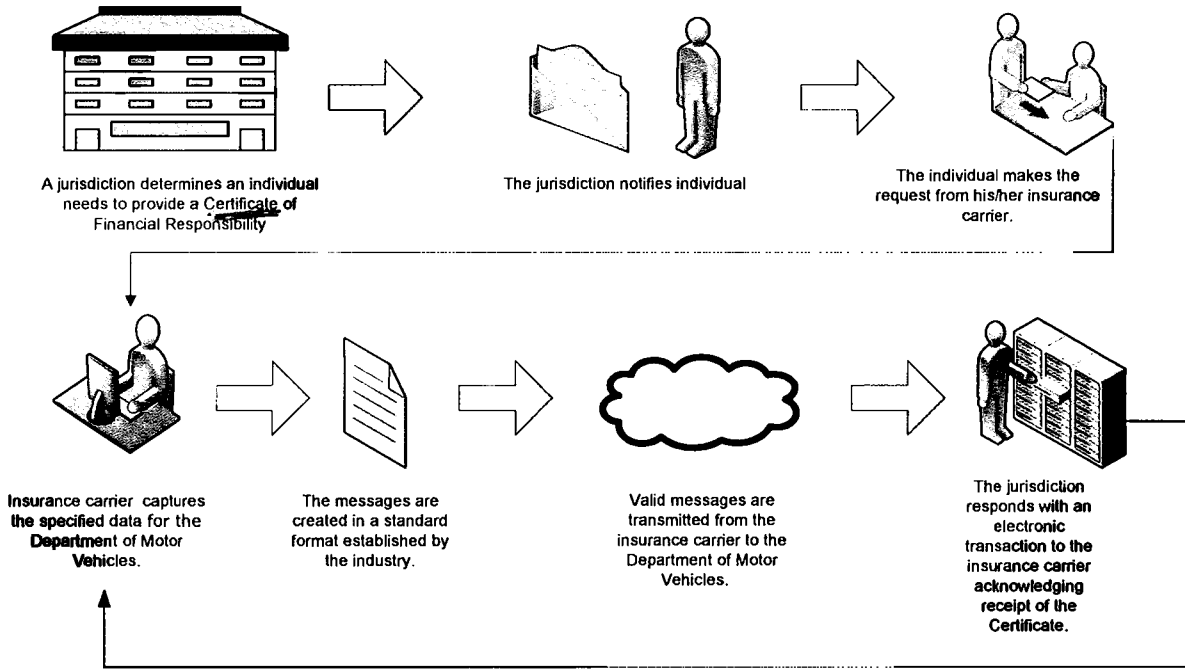
The IICMVA's basic organization is built around insurers and insurance trade associations. The American Insurance Association (AIA), National Association of Mutual Insurance Carriers (NAMIC) and Property Casualty Insurers Association of America (PCI) comprise the three major trades. Non-affiliated insurers round out the IICMVA roster.

The IICMVA is not a lobbying organization. Instead, the committee serves as a liaison between the insurance industry and state motor vehicle departments in the following subject areas: drivers licensing, vehicle titling/registration, motor vehicle records, compulsory insurance laws, and financial responsibility programs. The IICMVA also maintains a close working relationship with the American Association of Motor Vehicle Administrators (AAMVA).

APPENDIX A -

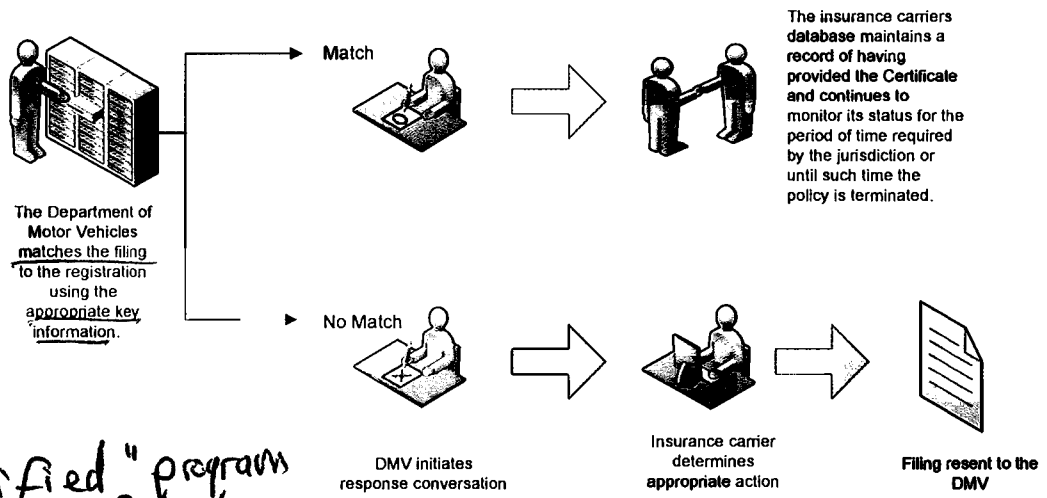
Financial Responsibility Filing Notification

Certified



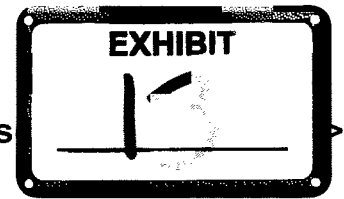
ELVS at work

"Matches Filing"



On certified motor vehicle liability policies only until release (i.e., no insurance)

A "certified" program TCA sect. 212 fails to use "appropriate key information!"



Financial responsibility law cases in county query

4 messages

David Tulis <davidtuliseditor@gmail.com>

Tue, Nov 21, 2023 at 11:40 AM

To: vinced@hamiltontn.gov

Dear Mr. Dean, I'm reporting on and researching the Tennessee financial responsibility law of 1977 and its enforcement in Hamilton County

Might you assist me with data about the number of TFRL cases filed in sessions and criminal court?

I am looking for a breakdown of cases. The gross number of cases. The gross number of charges filed by officers or the grand jury. Numbers of cases plea bargained. Numbers of convictions on the charge.

Cases for a year's period, say all of 2022. Or, say August 2022 to August 2023 – a year.

The misdemeanor criminal charge is prosecuted under TCA 55-12-139, or other provision in that chapter.

If this is a document with this data, what is the name of it, so I might request it under open records? If there is no document, is there a way to request you to count the cases?

Respectfully,

David

David Tulis

96.9 FM

NoogaRadio

(423) 316-2680

Davidtuliseditor@gmail.com



--

David Tulis
NoogaRadio 96.9 FM

Your USA Radio News affiliate
(423) 316-2680 c

Dean, Vince <VinceD@hamiltontn.gov>
To: David Tulis <davidtuliseditor@gmail.com>
Cc: "Clark, Jason" <JasonC@hamiltontn.gov>

Tue, Nov 21, 2023 at 1:17 PM

Mr. Tulis,

I am forwarding your request to Jason Clark, our Chief of Staff. He will assist in pulling together these numbers for you. Please give us a few days, as we are closed some this week for the Holiday. This email request will be sufficient for me. Unless you just enjoy filling out paperwork, there is no need for an open records request. Again, feel free to do so, if you are so inclined. However, our office is happy to fulfill this request, without one.

I hope this helps,

Vince Dean

Criminal Court Clerk

Hamilton County

Courts Building Suite 102

600 Market St.

Chattanooga, TN 37402

(423)209-7500



[Quoted text hidden]

Clark, Jason <JasonC@hamiltontn.gov>
To: David Tulis <davidtuliseditor@gmail.com>

Tue, Nov 21, 2023 at 2:11 PM

Cc: "Dean, Vince" <VinceD@hamiltontn.gov>

Good afternoon.

Mr. Tulis,

Below you will find the requested case information in reference to TCA 59-12-139 Violation of Financial Responsibility:

- Total cases 08/01/2022 – 08/01/2023 – 1,474 (All filed by Officers)
- Guilty by Plea - 711
- Dismissed by DA – 761
- Guilty by Trial – 2

I hope this satisfies your request.

I hope you and your family have a Happy Thanksgiving.

Respectfully,

Jason E. Clark

Chief of Staff

Hamilton County Criminal Court Clerk's Office

600 Market St.

Courts Building Suite 102

Chattanooga, TN 37402

(423) 209-7500 (o)

jasonc@hamiltonn.gov



[Quoted text hidden]

David Tulis <davidtuliseditor@gmail.com>
To: "Clark, Jason" <JasonC@hamiltonn.gov>
Cc: "Dean, Vince" <VinceD@hamiltonn.gov>

Wed, Nov 22, 2023 at 4:35 AM

Dear Mr. Dean, and Mr. Clark,

Yes, thank you for your correspondence. This reply is helpful.

Respectfully,

David

[Quoted text hidden]



David  mail.com>

Question for Jerry Sutton on financial responsibility law

4 messages

David Tulis <davidtuliseditor@gmail.com>
To: cpdcommunications@chattanooga.gov

Thu, Jun 29, 2023 at 4:19 PM

Dear Jerri,

I have questions regarding Tenn. Code Ann. 55, chapter 12, the financial responsibility law that the police department enforces.

1. Do officers charge people under this statute in traffic stops, traffic arrests and traffic encounters even though no accident has occurred?
2. What is the statutory authority for these arrests apart from an accident?
3. Is there an agreement to make officers or city employees agents of the department of safety and homeland security, which administers this title? Any kind of covenant, contract, accord, memorandum of understanding?

If I could get a statement about how the city administers this law, I would much appreciate it. Do people have to show financial responsibility at all times that they are on the road?

Respectfully yours,

David

--
David Tulis
NoogaRadio 96.9 FM
Your USA Radio News affiliate
(423) 316-2680 c

Jerri Sutton <jsutton@chattanooga.gov>
To: David Tulis <davidtuliseditor@gmail.com>

Thu, Jun 29, 2023 at 5:08 PM

Mr. Tulis,

I'm out of the office/ city. I'll refer your questions to working staff.

Assistant Chief Jerri Sutton

[Quoted text hidden]
[Quoted text hidden]

--
You received this message because you are subscribed to the Google Groups "cpdcommunications" group.
To unsubscribe from this group and stop receiving emails from it, send an email to cpdcommunications+unsubscribe@chattanooga.gov.
To view this discussion on the web visit https://groups.google.com/a/chattanooga.gov/d/msgid/cpdcommunications/CAENdPfCkVRQKm9UyLW%3Dq1XjAPcH50Av92%2B9_tNx%2BLfieRk64NQ%40mail.gmail.com.

David Tulis <davidtuliseditor@gmail.com>
To: Jerri Sutton <jsutton@chattanooga.gov>

Thu, Jun 29, 2023 at 5:19 PM

Yes, Jerri, thank you. This inquiry is not under a hard deadline. So, just work me in as you can. David

[Quoted text hidden]

Glenn Scruggs <gscruggs@chattanooga.gov>
To: davidtuliseditor@gmail.com

Mr Tulis,

These are the responses to the questions you presented. Thank you for your inquiry. Have a great day.

Chief Scruggs

----- Forwarded message -----

From: **David Tulis** <davidtuliseditor@gmail.com>
Date: Thu, Jun 29, 2023, 4:20 PM
Subject: [cpdcommunications] Question for Jerry Sutton on financial responsibility law
To: <cpdcommunications@chattanooga.gov>

Dear Jerri,

I have questions regarding Tenn. Code Ann. 55, chapter 12, the financial responsibility law that the police department enforces.

1. Do officers charge people under this statute in traffic stops, traffic arrests and traffic encounters even though no accident has occurred?

Chattanooga Police Department officers have the ability to issue a citation to a person for failing to have vehicle insurance.

2. What is the statutory authority for these arrests apart from an accident?

Drivers in Tennessee are required to have vehicle insurance.

3. Is there an agreement to make officers or city employees agents of the department of safety and homeland security, which administers this title? Any kind of covenant, contract, accord, memorandum of understanding? **No**

If I could get a statement about how the city administers this law, I would much appreciate it. Do people have to show financial responsibility at all times that they are on the road? **If a person is operating a motor vehicle (car, motorcycle, truck, etc) in Tennessee, they are required to have insurance and proof of insurance (current insurance card, electronic proof, etc.).**

Respectfully yours,

David

--
David Tulis
NoogaRadio 96.9 FM
Your USA Radio News affiliate
(423) 316-2680 c

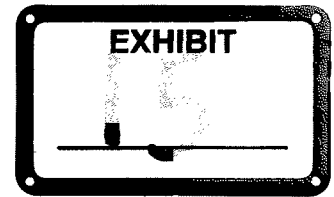
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Executive Chief G. Scruggs #814
Neighborhood Policing & Community Services Division
City of Chattanooga
Chattanooga Police Department
O: 423-643-5350
P: 423-400-0612
E: gscruggs@chattanooga.gov
W: <https://chattanooga.gov/police-department>



CHATTANOOGA

Case 3:24-cv-01226 Document 9-2 Filed 12/19/24 Page 10 of 19 PageID #: 232



FINANCIAL RESPONSIBILITY PROGRAMS AND PROCEDURES GUIDE

January 2015

COMPILED BY INSURANCE INDUSTRY COMMITTEE ON MOTOR VEHICLE ADMINISTRATION (IICMVA)

IICMVA was formally organized in January 1968. Prior to this time, industry ad hoc committees were assembled as needed by each jurisdiction to assist with the implementation of compulsory insurance and financial responsibility laws.

Ad hoc committees, which operated at the individual state level, were restrictive and inconsistent in function and composition. IICMVA was formed to provide consistent, industry-wide exchange between the insurance industry and all jurisdictions.

IICMVA's basic organization is built around insurers and insurance trade associations. Property Casualty Insurers Association of America (PCI), the American Insurance Association (AIA), and the National Association of Mutual Insurance companies (NAMIC) comprise the three major trades. Non-affiliated insurers round out the IICMVA roster.

IICMVA is not a lobbying organization. Instead, the Committee serves as a liaison between the insurance industry and state motor vehicle departments in the following subject areas: drivers licensing, vehicle titling/registration, motor vehicle records, compulsory insurance laws, and financial responsibility programs. IICMVA also maintains a close working relationship with the American Association of Motor Vehicle Administrators.

This compilation was developed solely as a resource that might serve as a starting point for research regarding the subjects addressed. It should not be relied upon for any legal or business decisions. This compilation relies upon reported practices of the states and relevant agencies. Actual practices within the states and relevant agencies may vary from what they have reported. While efforts have been made to provide accurate and authoritative information, this compilation does not apply to all lines of business, is only updated periodically, and should not form the sole basis for compliance decisions.

FINANCIAL RESPONSIBILITY An Overview

Financial Responsibility statutes require owners of motor vehicles to produce proof of financial accountability as a condition to acquiring a license and registration so that judgments rendered against them arising out of the operation of the vehicles may be satisfied. It is generally accepted, as a condition for operating on a state's roadways, a driver has agreed to be financially responsible for any harm or damage caused through the operation of his or her vehicle. A driver

may comply with this duty by purchasing “adequate” motor vehicle insurance as defined by a minimum amount identified in a state’s statute. A driver who fails to comply with this duty by not having insurance (or an adequate amount of insurance) or who has demonstrated a traffic safety and financial accountability concern to other roadway users through some other action (i.e., accumulation of convictions and/or accident involvement), may be required to satisfy a state’s financial responsibility law in order to maintain a driver license.

Following are four circumstances which may require a driver to show future proof of financial responsibility by filing an SR22 or FR44 certificate with the state motor vehicle department in order to maintain a valid driver license:

1. Convictions

Some states will require a driver convicted of a specific driving offense, such as driving under the influence of alcohol or drugs, reckless driving, or another major driving violation, to comply with that state’s financial responsibility requirements. The driver may be required to file a proof of financial responsibility in the form of insurance, securities, cash, or bond for a time period defined by state statute. A driver’s failure to submit a valid SR22 Financial Responsibility filing may result in the suspension of the person’s driver license and/or registration plates.

2. Crash or Accident Involvement

A driver who is involved in a crash and who is unable to demonstrate financial accountability (through either insurance or other financial assets), may be required to comply with that state’s financial responsibility requirements. The driver may be required to file a proof of financial responsibility in the form of insurance, securities, cash, or bond for a time period defined by state statute. A driver’s failure to submit a valid SR22 Financial Responsibility filing may result in the suspension of the person’s driver license and/or registration plates.

3. Operation of Uninsured Motor Vehicle

In some states when a driver is convicted of driving while uninsured, the driver must comply with the state’s financial responsibility requirements. The driver may be required to file a proof of financial responsibility in the form of insurance, securities, cash, or bond, depending on a state’s law for a time period defined by state statute. A driver’s failure to submit a valid SR22 Financial Responsibility filing may result in the suspension of the person’s driver license and/or registration plates.

while on EIVS suspension

4. Unsatisfied Judgment

When a driver is involved in a motor vehicle crash for which he or she is determined to be at fault and for which the driver is either underinsured or uninsured, a court having jurisdiction over the matter may render a judgment to the other party (plaintiff) against the driver (defendant) for the cost of damages. The judgment against a driver will state the amount of damages (including in some cases interest), and specify the time period in which the amount must be paid. Should the driver not pay (i.e., satisfy) the judgment within the time specified, the plaintiff can ask the court to request the licensing authority to suspend the defendant’s driver license and/or registration plates.

The defendant will have two options in seeking the restoration of their driver license:

- 1) Pay the judgment in full.
- 2) Enter into a Partial Payment Agreement (PPA) with the plaintiff AND comply with the state's financial responsibility law, which may include:
 - a) Regularly scheduled payments made to the plaintiff, AND
 - b) File proof of financial responsibility (in the form of insurance, securities, cash, or bond, depending on a state's law) with the licensing authority.

Note: Financial Responsibility overview originally compiled and authored by Richard J. Borucki, Michigan Department of State. Amended by IICMVA November 2014.

*certified
3 years*

Certification of liability insurance coverage for the future is a basic element in all financial responsibility laws. In order to reinstate a driving privilege after a driver license suspension, an insurance company is called upon to certify liability coverage for the future, usually three years, for the affected individual. While the basic certification concept is for the most part rather uniform among the states having financial responsibility laws, there are a number of procedural variations.

The Financial Responsibility Programs and Procedures guide has been compiled by the IICMVA with assistance from the motor vehicle department financial responsibility administrators of the states.

The National Committee on Uniform Traffic Laws and Ordinances created the Uniform Vehicle Code and Model Traffic Ordinances to address governing vehicles on roadways. Although this committee suspended operations in 2008, many current state financial responsibility laws adopted, in whole or in part, provisions from Chapter 7 Financial Responsibility Laws of the model code.

insurance is a sanction

Future proof of insurance is a critical feature in the enforcement of the sanctions contained in financial responsibility laws. When an insurer files certification of insurance with a state, it is, in effect, guaranteeing liability coverage for the named individual for a specified period of time. State statutes commonly contain a provision providing the act of certification creates a "motor vehicle liability policy" under which:

"The liability of the insurance carrier with respect to the insurance required by this chapter shall become absolute whenever injury or damage covered by said motor vehicle liability policy occurs; said policy may not be cancelled or annulled as to such liability by any agreement between the insurance carrier and the insured after the occurrence of the injury or damage; no statement made by the insured or on his behalf and no violation of said policy shall defeat or void said policy."

Whenever an insurer files a financial responsibility certification, it is essentially "on the risk" for the state's minimum financial responsibility limits until it files a cancellation notice with the state. Most state statutes commonly read similar to the following:

cancellation generates notice 5A-22

“An insurer may not terminate a motor vehicle liability policy unless the insurer files with the department a notice of termination within 10 days after the effective date of termination. A motor vehicle liability policy subsequently procured shall on the effective date of its certification terminate the insurance previously certified.”

More commonly, the state will require advance notice of termination of the financial responsibility filing. Failure by an insurer to file a cancellation notice, as required, can result in an indefinite extension of the coverage so certified.

VOR 7-part stinger
notice

In order to administer the above quoted provisions of the financial responsibility law, standard procedures and forms were developed many years ago for use by the states and insurers. The Procedures Guide covers all types of future proof filings regardless of the forms terminology that may be in effect in any given state. It also highlights any individual state variations both as to forms and procedures.

While the most common certificate in use is the AAMVA Uniform Financial Responsibility Form SR22, there are two basic variations on the use of this form (or electronic file.) The most commonly used is the specified vehicle version in which one or more motor vehicles are described on the SR22. The other approach is the so-called all-inclusive in which the form applies to all owned vehicles. There is also a semi-all-inclusive version which differs from the all-inclusive in that it certifies coverage for all vehicles insured by the filing company as opposed to all vehicles owned by the individual in the case of the all-inclusive filing.

The most commonly used forms are the SR22 certificate and the SR26 termination notice. The SR23 is used when a fleet risk is involved. The SR24 was originally designed to be a notice of change of motor vehicle. In recent years the use of the SR24 has almost disappeared. When notification of a change of vehicle is required by the state, a replacement SR22 is generally utilized. In a few jurisdictions, a change of vehicle requires an SR26 and SR22.

Electronic transmission of SR22 certificates is gradually replacing paper processes. Further information detailing electronic transmission availability (mandatory or optional) is provided in each state section of this guide.

Hence
EIVS

Finally, special note should be made of the situation in which an individual certified for future proof in one state moves to another state. A person needs a future proof financial responsibility certificate because of either an actual or pending driver license suspension. The suspension action is lifted upon receipt of the certificate by the state agency and is re-imposed if the filing is terminated by the insurer during the filing requirement period. If a person changes state of residence while a certificate is in effect, the insurer may terminate coverage (termination is required if an automobile insurance plan policy (assigned risk) is involved or the company does not do business in the new state) when notified of the change of address. This results in the reimposition of the driver license suspension. Depending on the states involved, a new certificate may have to be filed in the old state, new state, both states or neither one. When called upon to make a filing in a state other than the current residence state in which the policy is issued, an insurer, if it is continuing the policy in effect, should respond with a filing in that state provided it is licensed to write automobile insurance in that state. A policy does not necessarily have to be

written in the same state where a filing is required. In any specific instance of a filing problem involving an interstate change of residence, the Financial Responsibility administrators in each state should be contacted to determine the appropriate handling necessary to resolve the problem.

The Procedures Guide contains for each state a separate complete description of the future proof program. General instructions include preparation of forms, filing of forms and electronic filings by insurers. Special state variations are noted.

Notices Used

The following notices are used as proof of insurance. Not all states use each of the notices.

SR-21 - Notice of Policy

This form shows that the Company has issued an automobile policy with limits of liability at least equal to the limits required by the financial responsibility laws of the state, and is commonly required after an accident or a traffic stop. States handle via either electronic files or paper forms. This process will not be explained further in this document, however it will be addressed in a separate compilation.

SR-22 - Certificate of Insurance

This form provides evidence of insurance when an insured is required to furnish proof of financial responsibility for the future. Because of the added costs and reasons involved in filing an SR-22 form, many states allow an additional charge to the insured. States handle via either electronic files or paper forms.

ELVS / Atwood

SR-22A - Certificate of Insurance

This form is used in place of or in addition to the uniform SR-22 when future proof of financial responsibility is needed because of an accident in Georgia, Florida, and Texas.

SR-23 - Notice for Fleets

This form is filed at the inception date of a policy insuring multiple automobiles, usually 5 or more, however this varies by state. It shows that a policy with limits of liability at least equal to the limits required by state law has been issued. If an accident report form indicates that an SR-23 is on file, the insurance information does not have to be completed. Determine if the SR-23 applies in your state for fleet FR filings.

SR-24 - Notice of Change of Vehicle – Rarely used, as a state may accept another method such as an amended SR22.

This form is filed to indicate a transfer of coverage when the insured replaces a vehicle for which an SR-22 form was previously filed. This form is completed the same way as the SR-22 form.

SR-26 - Notice of Cancellation or Termination

This form provides notice of cancellation or termination of the SR-22 and SR-23 forms previously filed with the state. The effective date of cancellation or termination is shown on the

SR-26. This form is filed before or after the cancellation or termination date depending on the requirements of the financial responsibility laws or regulations of the state.

Important

It is critical that this form be filed when the policy is terminated. Insurer may continue to have exposure under the policy for the vehicle listed on the SR-22 or similar notice until the SR-26 form is submitted, even if insurer has sent a termination notice on the policy.

FR-44 - Financial Responsibility for Major Driving Convictions

This form provides evidence of insurance when an insured is required to furnish proof of financial responsibility with higher minimum liability limits. The FR-44 is required when the owner or driver of a car is convicted of certain DUI-related offenses. The FR-44 filing is currently only used in Florida and Virginia.

FR-46 - Notice of Cancellation or Termination of FR-44 Filing

This form provides notice of cancellation or termination of the FR-46 form previously filed with the state. An FR-46 form must be filed with the state when the FR-44 form is no longer effective.

Important

It is critical that this form be filed when the policy is terminated. Insurer may continue to have exposure under the policy for the vehicle listed on the FR-44 or similar notice until the FR-46 form is submitted, even if insurer has sent a termination notice on the policy. The FR-46 filing is currently only used in Florida and Virginia.

COMPLETION INSTRUCTIONS FOR SR-22, SR-24, FR44, SR26, AND FR46

The driver information fields are critical for matching the financial responsibility filing to the correct driver at the state agency.

INSURED NAME

· Complete name of driver requiring the financial responsibility filing.

INSURED ADDRESS

· Complete address of driver requiring the financial responsibility filing.

DRIVERS LICENSE NUMBER

· Complete the driver's license number issued from the state requiring the financial responsibility filing.

BIRTHDATE

· Complete if birthdate is available.

SOCIAL SECURITY NUMBER

· Do not complete unless field on hardcopy forms. Only use social security number if indicated by special state instructions in compliance with the law.

OWNER'S POLICY (SR-22 ONLY)

· Mark this block if applicable.

MODEL YEAR, TRADE NAME, IDENTIFICATION NUMBER

· Complete appropriately.

UNCAPTIONED AREA AFTER IDENTIFICATION NUMBER

· Complete if required by special state instructions used for miscellaneous information.

OPERATOR'S POLICY (SR-22 ONLY)

· Mark this block if applicable.

STATE

· Enter the name of the state where the filing is to be made.

COMPANY CODE

· Enter the company code before the name of the insurance company, if required. This number may be the NAIC or another state assigned code, and may be obtained from the Administrator.

STATE OVERVIEW

Automobile Financial Responsibility Laws (Property Casualty Insurers Association of America Compilation)



Autobile_Financial R
esp_Laws_Compil.pdf

ALABAMA

I. General

A. Future proof of insurance certificates (SR22) is required in cases of unsatisfied judgment and driver license suspension as a result of a major conviction.

B. The filing requirement period is three years.

II. Forms

AAMVA Uniform Financial Responsibility Forms SR22 (initial) and SR26 (cancellation) are used.

Faxed filings are accepted: 605-773-3018.

IV. Electronic Filing

Electronic filing program was not available at the time of preparation of this guide.

TENNESSEE

I. General

A. Future proof of insurance certificates (SR22) is required in the following situations:

1. Unsatisfied judgment.
2. Driver license suspension as a result of a major conviction.
3. Conviction point system suspension.
4. Failure to establish financial responsibility after an accident.

B. A SR-22 can be required for a total of 5 years from the date of suspension. If the SR-22 is filed for a total of 3 years (36 months) within the 5-year period, the SR-22 may be cancelled provided it is not required on any other suspension. If 5 years pass from the date of suspension before driver reinstates privileges, then the SR-22 would not be required. If the SR-22 is cancelled before the required time and a new form not filed, driving privileges will be suspended.

II. Forms

AAMVA Uniform Financial Responsibility Forms SR22 (initial) and SR26 (cancellation) are used.

III. Filing Procedures

- A. A single copy of the certificate is required.
- B. Authorized preparer signatures are required. Not required to file signatures with state.
- C. Facsimile signatures are acceptable.
- D. A filing may be made for an insured other than a named insured (on behalf of).
- E. There is no provision for fleet filings.
- F. The SR26 cancellation form must be filed not less than 10 days prior to the termination of coverage. Certificates remain on file until terminated by an SR26.
- G. Insurers must enter their NAIC number on the SR22/26 certificates.

H. Tennessee does utilize a JR-22. The JR-22 is for individuals under the age of 18 (juvenile) whose parent or guardian does not sign the affidavit of financial responsibility in order for the juvenile to obtain their driver's license. The JR-22 filing needs to be maintained until the driver turns 18.

The SR22 form can be amended to accommodate by placing the policyholder's name in the appropriate "Insured" field at the top of the form and then manually inserting a line underneath to add the verbiage "Filed on Behalf of (minor's name)."

I. Filings are to be mailed to:

Tennessee Department of Safety
Financial Responsibility Division
P.O. Box 945
Nashville, Tennessee 37202

IV. Electronic Filing

The Tennessee Department of Safety and Homeland Security is in the process of replacing their driver license computer system, and the new system will go live on February 17, 2015. At that time, they will be able to receive electronic files of SR-22/SR-26 records. They would like to receive the file via SFTP with PGP encryption. They are on schedule to begin testing this file interface with our new system in November 2014.

Tennessee Department of Safety contact: Suzanne Shelton - Suzanne.Shelton@tn.gov.
Implementation Consultant Rachel Greer - 615-253-8463 - Rachel.Greer2@tn.gov.

TEXAS

I. General

A. Future proof of insurance certificates (SR22) are required in the following situations:

1. Unsatisfied judgment.
2. Driver license suspension as a result of major conviction.
3. Uninsured accident.

B. The filing requirement period is two years.

An SR-22 insurance certificate on file more than 2 years will not be valid for any new conviction that requires the filing of an SR-22 insurance certificate. To comply with the new action, the licensee will be required to file a subsequent SR-22 insurance certificate or provide documentation from the insurance company that the previous filing is still valid.