David Jonathan Tulis	)	
Petitioner	)	
	)	
V.	)	Docket no. 23-004
	)	
David Gerregano	)	
Commissioner of revenue	)	
Respondent	)	

Petition for appeal to the agency

Petitioner objects to the hearing officer's findings of law in his initial order in this case ("order"). He requests the commissioner and the department ("DOR" or "revenue") review the action.

The administrative judge effectively rejects the operation of the rules of statutory construction by turning his eye away from the certification requirements of motor vehicle liability policies, the focus of the statute, as proposed by petitioner. His order ignores the question of the motor vehicle liability policy defined in T.C.A. § 55-12-102 that sets it apart from regular owner's and operator's policies respondent coerces the public into buying under threat of criminal prosecution.

The hearing officer applies the doctrine of reading law *in pari materia* in violation of that doctrine. "It is sufficient to my ruling **that the statutes on which the Department relies** and which **bear directly** on the question of its statutory authority *** operate together *in pari materia* without conflict and expressly authorize the Department to take the action it took" (p. 34) (bold emphasis added). In other words, he reads sects. 139 and 210 "on which [DOR] relies" for its disputed program that "bear directly" on its authority and "operate together," and **these constitute sufficient material context for a reading of the**

whole law in violation of the rule of statutory construction, as if such constricted practice of *in pari materia* were proper.

Petitioner is revoked because he "did not carry liability insurance on his vehicle" nor have "proof of an alternative form of financial responsibility" (p. 18). Reference here is to general operator's or owner's policy. Does any owner's or operator's insurance policy meet the requirements for proof of financial responsibility ("POFR")? The Tennessee financial responsibility law of 1977 ("TFRL") says, if read honestly, **"No."** The hearing officer and the department ("DOR" or "revenue") say **"Yes,"** effectively, by default. The order ignores the *in pari materia* standard of accounting for all parts of the law requiring respondent parties to see contradiction or abrogation as signals of their misreading law and illegal practice.

A certified insurance motor vehicle liability policy, like a certified U.S. postal service letter, passes muster when a recipient signs as having accepted it. The signature of record *evidence* makes receipt of the mailpiece of a higher order than that obtained by a regular first-class letter. First class mail is not certified. Its arrival is not endorsed, approved, recognized, recorded, documented, secured or sanctioned. Department review of this order should consider the crucial matter of how the state's seals of approval create and certify the "motor vehicle liability policy" defined in T.C.A. § 55-12-102, and whether other transactions between insurance companies and the public are subject of the law.

Petitioner abundantly shows that the statute, in including certified policies as instrument of policy, necessarily excludes ordinary owner's and operator's auto insurance for which lack petitioner's tag is revoked.

I. Sects. 139, 210 contradict department policy

The order relies on sects. 139 and 210 for the department's marching orders. T.C.A. § 55-12-210 refers to "motor vehicle liability insurance policy." This language is specific. The question is: Is that language the same as "motor vehicle liability policy" defined at T.C.A. § 55-12-102(7)? Petitioner contends the answer is yes, that the purpose of the electronic insurance verification system ("EIVS") is clearly to verify ***certified*** policies. In sum, "motor vehicle liability insurance policy" in 210 = "motor vehicle liability policy" in the definitions. *The certified policy.*

Part 2 of the law, the Atwood amendment ("Atwood") uses EIVS to verify *motor vehicle liability policies.*

Atwood's purpose statement is that EIVS secures "motor vehicle liability [insurance] policies" that are certified and usable for "proof" or "evidence" of "financial responsibility." The Atwood purpose statement says respondent has a duty to "verify whether the financial responsibility requirements of **this chapter** have been met with a **motor vehicle liability insurance policy"** T.C.A. § 55-12-202. The "this chapter" part of the law blocks the order's claim that "the Atwood law [creates] independent and parallel suspension/revocation processes" (p. 34).

This focus on the motor vehicle liability policy is confirmed in sect. 139.

> If the driver of a motor vehicle fails to show an officer **evidence** of financial responsibility, or provides the officer with **evidence** of a **motor vehicle liability policy** as **evidence** of financial responsibility, the officer shall utilize [EVIS] as defined in § 55-12-203 and may rely on the information provided by [EVIS] for the purpose of verifying evidence of liability insurance coverage.

T.C.A. § 55-12-139(b)(1)(C) (emphasis added)

Sect. 120 controls how DOR is to view POFR.

> **Proof** of financial responsibility may be furnished by filing with the commissioner 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 (emphasis added)

The insurance carrier certifies to department of safety ("safety" or "DOSHS) a *motor vehicle liability policy.* An uncertified liability policy lacks legal sufficiency to meet POFR. The order fails to address how respondents "verify" regular auto policies to elevate them to meet the legal requirement of "proof of financial responsibility." DOR takes the law's high legal standard of "proof" and "evidence" of POFR and uses that to bless ordinary auto policies and revoke registrants who don't purchase ordinary policies from insurance companies.

That's like the U.S. post office selling certified mail at $9.64 a pop and treating a certified letter no differently than a 73 cent regular first-class letter. Even worse, it's like the post office requiring every letter to be paid for certified service, but not obtaining a signature to certify receipt or running any tracking on the mailpiece.

II. Certification essential element in POFR

This case rises or falls on the matter of the **certified motor vehicle liability policy.** That's what the entirety of TFRL and Atwood is about. *The sum of harm by respondent is that it requires a person to buy insurance he can't afford to obtain a policy that cannot legally be proof of financial responsibility.* The order says the department "was unable to verify insurance coverage" of plaintiff (p. 18). He did not have "acceptable insurance coverage" (p. 13) and, therefore, could not "provide proof of insurance."

EIVS is authorized to monitor and "verify" the certified policy. State-licensed insurance companies call such policy the SR-22, as the case record shows in great detail. Atwood's purpose is "to verify whether the financial responsibility requirements of this chapter have been met with a ***motor vehicle liability*** **insurance policy** ***). § 55-12-202 (emphasis added). In other words, POFR is established by the motor vehicle liability policy. The fact the insurance policy in question is on file and approved by the Commissioner of Insurance and Banking, pursuant to T.C.A. s 56—603, **does not make the policy a 'certified policy'** under our financial responsibility law. McManus v. State Farm Mut. Auto. Ins. Co., 225 Tenn. 106, 112, 463 S.W.2d 702, 705 (1971) (emphasis added)

A policy under Parts 1 and 2 must be certified for it to qualify as "proof" of financial responsibility or security. A reading of the law *in pari materia* makes clear that petitioner's reading of the law stands against the order's interpretation.

1. ➤ **T.C.A. § 55-12-102 — Definition of "motor vehicle liability policy"**

> (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 [POFR], ***." [emphasis added]

Certification is the state's seal of authority and jurisdiction over the person under the policy, and over the insurance contract itself.

2. ➤ T.C.A. § 55-12-119 — The law is about "manner of proof" of POFR

> Proof of financial responsibility, **when required** under **this chapter** with respect to a motor vehicle or with respect to a person who is not the owner of the motor vehicle, may be given by filing:
> (1) A **certificate of insurance** as provided in § 55-12-120. [emphasis added]

POFR is not universally a requirement, but *"when required."* A "certificate of insurance" is from an insurance company. Regular members of the public buy owner's and operator's policies without "certificate."

3. ➤ T.C.A. § 55-12-120 — Certificates and certification (SR-22)

A "written certificate" of an "insurance carrier" "certifies" existence of a policy. It guarantees the policy.

> **Proof** of financial responsibility may be furnished by filing with the commissioner 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. [emphasis added]

The guarantee serves the state's interest in securing victims of qualifying car accidents in obtaining full compensation for harm. Certification is the mark of the state's imprimatur. Tennessee requires high-risk users obtain what state-approved carriers call SR-22 insurance.

4. ➤ T.C.A. § 55-12-121 — Nonresidents; certificates and certification

The state's interest in *motor vehicle liability policy* is exhaustive. Law requires a nonresident to provide a certificate of a *motor vehicle liability policy* that is deemed to conform with the laws of Tennessee, and not just have a liability or operator's policy. T.C.A. § 55-12-121.

> A nonresident may give proof of financial responsibility by **filing with the commissioner a written certificate or certificates of an insurance** carrier licensed to transact business in the state[.] *** The commissioner **shall accept the certificate** upon condition that the insurance carrier complies with the following provisions with respect to the policies so certified." [emphasis added]

Certify mean guarantee as proof. The word comes from "certainty" and implies absence of doubt. *Black's Law Dictionary* 4th ed. says a certificate is a ticket, warrant, by form constituting evidence of truth of the facts stated therein. The party in view in this provision is one subject in another state to POFR requirements for a violation (unsatisfied court judgment, conviction in a motor vehicle related offense).

The person obligated to show such certificate in Tennessee is one who is under obligation in a foreign state to carry POFR because of that state's requirements upon suspenders who keep their driver license and tag with a motor vehicle liability policy as condition precedent to the privilege.

5. ➤ T.C.A. § 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, 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**." [emphasis added]

A carrier cannot revoke a Tennessean's certified policy without a 10-grace period after notice of cancellation is filed with department of safety. Petitioner's policy on his 2000 Honda Odyssey minivan is lapsed. When petitioner's payments ceased, State Farm Insurance was under no obligation to send notice or give a grace period because plaintiff was not a party liable for performance for POFR under TFRL or Atwood.

6. ➤ T.C.A. § 55-12-124 — Elsewhere, the law requires certified

This section refers to policies required to be held by people employed in trucking. If such policy is certified, it becomes POFR. If the policy comes to "be certified," it becomes "proof of financial responsibility under this part."

> (a) This part shall not be held to apply to or affect policies of automobile insurance against liability that may now or hereafter be required by any other law of this state [motor carrier], and such policies, if they contain an agreement or are endorsed to conform with the requirements of this part, **may be certified as proof of financial responsibility** under this part. [emphasis added]

7. **➤ T.C.A. § 55-12-126 — "Maintenance of proof; suspension of license and registration"**

The key phrase *"financial responsibility certificate"* appears here.

> (a) Except for suspensions under § 55-12-115, and the proof required as provided in § 55-12-114, a **person who is required to provide** proof of financial responsibility shall **maintain that proof** for the period of the revocation or suspension. If a person elects to use a **policy of insurance and financial responsibility insurance certificate** as **proof of financial responsibility** under this section, then the effective date on the **financial responsibility certificate** is

> the date upon which **financial responsibility was proven**, and financial responsibility must be maintained for the period of the suspension or revocation. [emphasis added]

That which suffices as proof of financial responsibility is *"policy of insurance and financial responsibility insurance certificate."* Thanks to the department's facially unconstitutional program, municipal police, sheriff's deputies and DOSHS troopers in roadside interactions universally demand "proof of insurance" without legal basis. However, EIVS is to surveil the "financial responsibility certificate."

8. ➤ T.C.A. § 55-12-133 — Substitution of proof

Safety shall consent to cancellation of any certificate of insurance if there is an alternate POFR.

> The commissioner shall consent to the cancellation of any bond or **certificate of insurance** or the commissioner may direct and the state treasurer shall return any money to the person entitled thereto upon the substitution and acceptance of other adequate proof of financial responsibility pursuant to this part. [emphasis added]

9. ➤ T.C.A. § 55-12-136 — Certificates — insurance companies need them, too

To sell certified motor vehicle liability policies, insurance carriers themselves have to have certificates. "All insurance companies licensed by the department to write **direct automobile liability policies** in this state shall be and remain members" of the Tennessee automobile insurance plan. For authority to certify SR-22 motor vehicle liability policies, each company must obtain a "**certificate of authority**" § 55-12-136(f)(2)(A) (emphasis added). The certificate can be revoked for cause, but only after a hearing. (Respondents revoke citizens' tags before any hearing, in violation of due process rights.) Industry members sell a product called the "automobile liability policy." TFRL and Atwood authority is upon something carriers and department of safety certify, the "motor vehicle liability policy" suitable for POFR — the SR-22.

Certified policies are a narrow special product sold by insurance companies. Sect. 136 recognizes they maybe money losers. To participate in Atwood, companies join the Tennessee automobile insurance plan and "write direct automobile liability policies in this state." Automobile liability policies generic are one thing, writing "motor vehicle liability policies" under TFRL is another. "(d)(1)(A) The plan shall [a]t a minimum, in a manner fair to the insurers and equitable to their policyholders, apportion among the member insurers those applicants for **automobile liability policies** who are in good faith entitled to, but are unable to, procure *automobile liability policies through ordinary methods*. All insurance companies licensed by the department to write *automobile liability insurance* in this state shall subscribe to and participate in the plan" T.C.A. 55-12-136(d)(1)(A).

10. ➤ T.C.A. § 55-12-137 — SR-22 certificate = acceptable evidence of security

A carrier that fails to file the certificate that is "*acceptable evidence of security*" with the commissioner of safety may be fined $100, payable to the citizen who is counting on having his SR-22 to regain the privilege.

> (a) Whenever, under this part, any person is required to file with the commissioner of safety **acceptable evidence of security, proof of financial responsibility**, and the requirement may be satisfied by **written proof** of insurance coverage in the amounts required by this part, and the person is so insured, it is the duty of the insurance company with whom the person has insurance to **file,** upon request of the insured, the necessary information with the **commissioner on a certificate or form** approved by the commissioner.
>
> (b) If any company fails or refuses to file, within the time required by this part, the **certificate or form** upon the request of an insured, reasonably made, the company shall forfeit to the insured the amount of one hundred dollars ($100) and shall be liable for damages in the amount of any damages sustained by the insured on account of the failure or refusal of the company to **file the required form or**

> **certificate**, the sums to be recoverable at the suit of the insured. [emphasis added]

TFRL and Atwood are not concerned with ordinary "automobile liability policies" or any other insurance product. TFRL is centered on "acceptable evidence of security, proof of financial responsibility," that being the "certificate or form" containing "necessary information" passing between safety and the insurer.

11. ➤ T.C.A. § 55-12-138 — Certification for future compliance

> 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."

Applicants for a driver license are not subject to TFRL nor to Atwood. In applying for privilege, the candidate "AGREE[S] TO ABIDE BY IT [in the future]" under the operative fact of future qualifying accident under § 55-12-104 or face privilege suspension under TFRL in other circumstances (unsatisfied judgment, road-related criminal conviction). The order and the department render null sect. 138.

12. **§ 55-12-139 — Officers run certified policies through EIVS at accident scene**

Sect. 139 did not ints passage change the financial responsibility law nor give new powers to the state. Sect. 139 lists occasions "as required" in which a police officer uses EIVS. Certified policies are in view when

> (A) At the time a driver of a motor vehicle is charged with any violation under chapters 8 [rules road] **and** 10, parts 1-5 [accidents, crimes, penalties, DUIs, drag race], **and** chapter 50 [classified and commercial driver license] of this title ; [or] chapter 9 [vehicle equipment] of this title; [or] any other

> **local ordinance regulating traffic**; ***or*** at the time of an accident for which notice is required under § 55-10-106 [qualifying accident], an officer shall request **evidence** of financial responsibility ***as required by this section***.

T.C.A. 55-12-139(b)(1)(A) (emphasis added)

The law elsewhere highlights the unique quality of the motor vehicle liability policy as defined in sect. 102(7). Certified policies are nearly bullet proof, not being cancellable. [1] A carrier that sells a certified policy is forced to cover the entire cost of qualifying accident damage, even if above the face value of the agreement, and to sue the insured for reimbursement. T.C.A. § 55-12-122(f) and (g). Elsewhere state law makes distinction between insurance policies held by the general motoring public, and certified policies legally sufficient for POFR. From chapter 10:

> Any motor vehicle officer investigating any accident, at the time of and at the scene of the accident, may have the parties exchange **insurance information**, which would include the name of each party's insurance company and the location of an agency of the insurance company. [Notice, this is ordinary insurance]
>
> Reports prepared by a law enforcement officer shall include **information pertaining to the insurance policy**, including the name of the insurance company, if known, of each person involved in the accident. [Again, ordinary insurance. Watch the next sentence.]

[1] (1) The liability of the insurance carrier, with respect to the insurance required by this part, shall become **absolute** whenever injury or damage covered by the motor vehicle liability policy occurs. The policy **may not be cancelled or annulled** as to the 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 behalf of the insured and no violation of the policy provisions shall **defeat or void the policy**. Further, absent a finding of fault on the part of the insured, the policy **may not be cancelled** or annulled solely due to involvement in a not at fault accident

T.C.A. § 55-12-122 (emphasis added)

> If a person has a **certificate of compliance** with the Tennessee Financial Responsibility Law of 1977, compiled in chapter 12 of this title, **issued by the commissioner of safety,** a copy of the **certificate** shall be included in the report.

T.C.A. § 55-10-108 (emphasis, paragraphing added)

Consider a contrast. T.C.A. § 55-10-108 sees "insurance information" and "information pertaining to the insurance policy" on one hand and, on the other, *"certificate of compliance with the Tennessee Financial Responsibility Law of 1977"* that is *"issued by the commissioner of safety"* and that the driver has the *"certificate,"* a "copy" of which is included in the officer's report. Certified insurance is materially different from the auto policies that the order allows DOR to extort members of the public into purchasing in breach of law.

13. § 55-12-210 — Holders of lapsed certified policy "eligible for notice"

Only the certified policy, or SR-22 motor vehicle liability policy, is subject to notice of inquiry, notice of warning, final notice or notice of revocation under the enabling provision in sect. 210.

> (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).

Key words in this section are "automobile liability insurer **of record"** and "**eligible** for notice." One becomes eligible for notice under sect. 210 if one does business with an "insurer of record," that is, an insurer whose dealings with a person are "of record" with department of safety. Plaintiff and other holders of regular polices don't do business with an insurer of record. They buy insurance on

the free market. Only a person subject to the statute who lets an ***obligatory certificated policy lapse*** is "eligible for notice."

The order accepts EIVS without a filter upon insurers' full book of business. The notice provisions at sect. 210 indicate the "Eye of Sauron" benignly stares down only on people whose "insurer of record" is in the filing system of the DOSHS's financial responsibility division. Respondents did not obey the law to "consult with" safety in creating and running the program, sidelining safety's financial responsibility division. T.C.A. § 55-12-204(b).

Lawful suspensions under sect. 210 are nondiscretionary, ministerial and administrative. No hearings are held because DOSHS holds all hearings for financial responsibility. T.C.A. §55-12-103. Safety is effectively the cop, and revenue the probation officer, administering the sentence.

14. § 55-12-212. Program certification and implementation

> The program shall be installed and fully operational **upon certification** by the commissioner of revenue that the program has been successfully tested and is ready for implementation, but not later than January 1, 2017. **Until such certification occurs,** no law enforcement action shall be taken based on the program.

Certified insurance companies. Certified motor vehicle liability policies. Certified EIVS. The EIVS program was closely inspected, checked and "certified" before it went live Jan. 1, 2017. Relator in this cause is suing to decertify the program to force respondents to run it according to law.

III. Summary of certification controls

The law insists its certification language means something, and cannot be ignored as in the initial order. In sum, a "motor vehicle liability policy" is defined as "certified *** as

[POFR]" in sect. 102. POFR is not universally required, but "when required under this chapter" is proven by a "certificate of insurance," sect. 119. Suspended parties who regain the privilege after wrongdoing. "**Proof** of financial responsibility may be furnished by filing with the commissioner" the "**written certificate**" from a carrier "**certifying** that there is in effect a **motor vehicle liability policy,**" sect. 120. TFRL applies to people, not to cars, as the certificate requirement shows: "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,**" sect. 120. A person from another state under sanction may "give [POFR]" by filing with Tennessee's safety department "**a written certificate or certificates** of an insurance carrier" and the commissioner "**shall accept the certificate**" with a condition. Sect. 121. A form of the word "certified" appears seven (7) times in sect. 123 to the effect that when an insurer "has **certified** a **motor vehicle liability policy**," the "**insurance so certified**" can't be canceled without notice filed with safety. A truck driver, when or as required by the chapter to have evidence of POFR, can get his commercial policy "certified" to be POFR, sect. 124.

Key wording "**financial responsibility insurance certificate**" appears in the provision limiting the time requirement for a probationer's duty to have POFR, saying "a **person who is required to provide** proof of financial responsibility shall **maintain that proof** for the period of the revocation or suspension," sect. 126. Safety must hear about a party's shift from insurance to either of two purported alternatives cited in the order (p. 30), and handle return of funds paid to safety or "shall consent to the cancellation of any bond or **certificate of insurance,**" sect. 133. *A certificate of insurance is equivalent to a* ***bond.*** A carrier that "fails or refuses to file *** the **certificate or form**" with safety may be fined, with the proceeds payable to the insured, sect. 137. An applicant for a driver license files with the department a certificate that he "[agree]s to abide by" TFRL when required, sect. 138. State law divides ordinary insurance from the "**certificate of compliance** with the Tennessee Financial Responsibility Law of 1977." At an accident

scene, parties "exchange **insurance information.**" The police report "shall include **information pertaining to the insurance policy."** But a person subject to POFR is treated differently. There exist regular insureds, then people who are required to show POFR. **"**If a person has a **certificate of compliance** with the Tennessee Financial Responsibility Law of 1977, compiled in chapter 12 of this title, issued by the commissioner of safety, a **copy** of the **certificate** shall be included in the report" T.C.A. § 55-10-108. A party subject to POFR (not the petitioner) has a policy the lapsing of which (for nonpayment) makes that person "eligible for notice" by "automobile liability insurer **of record,"** sect. 210. Insurance companies take part in the Atwood program under a "**certificate of authority,**" sect. 136. The state forces insurance companies to insure suspended tag and license holders "who are in good faith [are] entitled to, but are unable to, procure *automobile liability policies through ordinary methods*" and who have a right to a "motor vehicle liability policy." EIVS began operation only "**upon certification** by the commissioner of revenue[.] *** Until such **certification occurs,**" no police officer is authorized to use EIVS. Sect. 212.

Atwood creates a utility that administers the TFRL, and its operation is bound entirely by TFRL's definitions, categories and duties. It is not a "parallel, independent process" to administer TFRL, as claimed in the order. EIVS is a utility ministering and creating efficiencies to Part 1.

IV. Does sect. 139 create mandatory POFR for all?

The order views sect. 139 as a virtual geyser of authority for a totalitarian corporate capture scheme. But statutory strands defeating respondent program creep through even in sect. 139, its alleged base of authority upon which it mails sect. 210 revocation notices.

The order claims the program is "independent" of TFRL, yet respondent admits being bound by definitions in Part 1 and sect. 139. The department parses three sect. 139

sections that "taken together" let EIVS run filter-free and wide open (respondent motion for summary judgment, p. 5, FN No. 1). The order's independent-from and parallel-to theory of financial responsibility Parts 1 and 2 lets the commissioner create a separate moral, legal and administrative universe, the end consequence is abuse of poor people who can't afford to be insurance industry customers and whom are threatened with towing or seizure of their cars, arrest and criminal prosecution, with an average of 40,800 citizens convicted annually. The order calls this expansion of authority under sect. 139 one that "modified the universe of vehicles covered" by TFRL, which is focused not on vehicles, but individual men or women required to carry a motor vehicle liability policy as condition precedent to using the privilege while under suspension.

The department admits its program as an engine of oppression. "If someone is unable to meet the financial burden of proving financial responsibility," the hearing officer says, "their ability to pay for damages they may cause in the operation of their vehicle is necessarily also in question. It is the intent of the General Assembly in enacting the TFRL to bar such motorists from operating on the highways of this state."

DOR interpretation of the law, apart from the law, ***forbids the poor from using the roads.***

The "independent" authority herald in sect. 139 is its opening sentence: "This part shall apply to every vehicle subject to the registration and certificate of title provisions." Here the statutory construction schoolmistress raises her stick. The AHO's reading violates the *ejusdem generis* rule that requires general statements to be understood in the context of more primary, narrower controlling provisions.

Had the general assembly wanted to create a "general obligation to maintain some form of financial responsibility" as respondent claims (brief in support MSJ p. 9 FN No. 5) it would have had to have done far more than slap DOR's magical reliance sentence into a new 39th section and fundamentally alter the law. The general assembly left too much old furniture, too many oddly shaped rooms, weird hallways, annoying architecture, window

designs and other features to have ordered a full rehab of the TFRL space as the order alleges.

The statute defended by petitioner evidences no such rewrite is intended, especially in light of the certification requirements that permeate the law. If insurance were a prerequisite for use of a motor vehicle, the assembly would have deleted all the elements contradicting the 139 and Atwood reforms. To name three, among many in the record of this case:

> ➤ Provisions allowing uninsured parties to comply with the law after a qualifying accident by supplying the commissioner of safety affidavits of settlement. T.C.A.§ 55-12-105(b)(4). No law will allow one department, safety, to approve this conduct and another department, revenue, to revoke the uninsured parties
> ➤ Duration limits on the duty to maintain POFR ("The licensee shall maintain such 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(b). If insurance is mandatory on all, no time limit on the duty to have it would exist in the statute
> ➤ Exceptions listed in T.C.A. § 55-12-106.

But that didn't happen. Contradictory provisions remain. Abrogations remain. The law *in pari materia* controls because it expresses legislative intent. The department of revenue cannot operate "its" part of the law in a way that contradicts department of safety's part of the law in Part 1.

The initial order is wrong. Sect. 139 authorizes what DOR does to petitioner under color of Part 2, so the respondent says. But the definitions and certification requirements in Part 1 ***control sect. 139.*** The department doesn't explicitly deny it. The whole of Part 1 narrows the meaning of "motor vehicle" in sect. 139 first's line. Sect. 139 makes no claim on plaintiff or any other good citizen without insurance. To claim otherwise is to overthrow the statutory construction rule *ejusdem generis*, "when a general term follows a specific one, the general term should be understood as a reference to subjects akin to

the one with specific enumeration." Norfolk & W. Ry. Co. v. Am. Train Dispatchers Ass'n, 499 U.S. 117, 129, 111 S. Ct. 1156, 1163, 113 L. Ed. 2d 95 (1991), or where "a more specific statutory provision takes precedence over a more general provision," with judicial rules noting "[a] construction which places one statute in conflict with another must be avoided" Graham v. Caples, 325 S.W.3d 578, 582 (Tenn. 2010).

Sect. 139 denies the order's claim of "[t]he complementary operation of the TFRL and the Atwood Law" as rhe department alleges (order p. 32). Sect. 139 disagrees as much with the respondent's illegal program as any other part of the law *in pari materia*.

V. Legislative history gives no defense

Resort to legislative history is a dodge. The order denies legislative history plays a role in ruling against petitioner because it has already concluded its reading of sects. 139 and 210 is coincident with political rhetoric and speech making. Respondent filings pretend statutory ambiguity exists and quote speeches in house and senate to "explain" TFRL and the proposed Atwood amendment. The order shares DOR's custom of shunning the black letter law.

The order concludes "that the plain language and history of Section 139(a) makes clear that the General Assembly's intent was to expand the application of the TFRL to, first, '[e]very vehicle driven on the highways of this state' and then to 'every vehicle subject to the certificate of title provisions.'" The intent may have been there, but the words in print don't carry that purported intent under well-known rules of statutory construction.

"As in all statutory construction cases, we begin with the language of the statute. The first step 'is to determine whether the language at issue has a plain and unambiguous meaning with regard to the particular dispute in the case. *** **The inquiry ceases 'if the statutory language is unambiguous** and 'the statutory scheme is coherent and consistent.' "

Barnhart v. Sigmon Coal Co., 534 U.S. 438, 450, 122 S. Ct. 941, 950, 151 L. Ed. 2d 908 (2002) (emphasis added).

The order smoothes over the concern respondent has about the rules of construction being overthrown, with so little law supporting policy and much in the legislative history suggesting individual actors' gloss on the law were a mix of wishful thinking, political conceit or deception by individual members of House or Senate.

The department has suggested the law is ambiguous. No party in the department has identified a single section, provision, paragraph, sentence or word that creates an ambiguity inviting resort to legislative history. The law also appears clear in the AHO's mind. "Courts are charged with the duty to apply the law that Congress enacted. Therefore, we begin with the language of the statute itself, 'bearing in mind that we should give effect to the legislative will as expressed in the language.' Thus, '[c]ourts are not free to read into the language what is not there, but rather should apply the statute as written.' In other words, if the statutory language 'is plain and admits of no more than one meaning, the duty of interpretation does not arise, and the rules which are to aid doubtful meanings need no discussion.' " Maryland State Dep't of Educ. v. U.S. Dep't of Veterans Affs., 98 F.3d 165, 168–69 (4th Cir. 1996) (internal citations omitted).

It is presumed that statutory language is not superfluous. McDonnell v. United States, 579 U.S. 550, 136 S. Ct. 2355, 195 L. Ed. 2d 639 (2016). "We are not at liberty to rewrite the statute to reflect a meaning we deem more desirable." Ali v. Fed. Bureau of Prisons, 552 U.S. 214, 228, 128 S. Ct. 831, 841, 169 L. Ed. 2d 680 (2008).

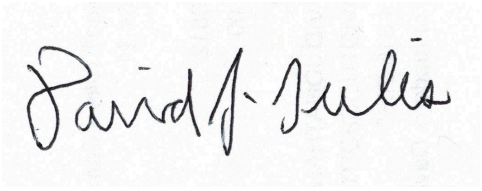
Petitioner is the party making the case for statutory construction. He reports the law is against respondent's 23 years practice of "mandatory insurance" under sect. 139 that all the officials are administering the law contrary to the explicit and unmistakable intent in the words themselves. For the AHO to breeze past the 29 abrogations of law identified

between policy and statute is harm upon harm laid against the innocent public in Tennessee.

VI. Conclusion

This case seeks to restore petitioner's unlawfully revoked registration plate and to end a shakedown respondents run under color of law outside of statutory authority. The initial order rationalizes the law to fit the program rather than see how the law condemns the actions of the department in departure from unambiguous and clear statute. It's time for a house cleaning, with the EIVS system decertified until it becomes compliant.

Respectfully submitted,



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David Jonathan Tulis

CERTIFICATE OF SERVICE

A digital copy of this document is being emailed this 3rd day of March, 2025, to the party representing the respondent, as follows:
Camille Cline, Department of Revenue
Camille.Cline@tn.gov