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In the Tennessee department of revenue

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

Motion to reconsider final order by agency

It is not good to show partiality to the wicked, Or to overthrow the righteous in judgment.

— Proverbts 18:5

The following motion to reconsider final order is based on a summary of department of revenue ("revenue" or "DOR") policy administering the state's financial responsibility ("FR) law in a way to make Part 2 of the law, the Atwood amendment ("Atwood" or "Part 2"), contradict and abrogate Part 1, the Tennessee financial responsibility law of 1977 ("TFRL"), the consequence being to oppress petitioner and the people of Tennessee in departure from law. The electronic insurance verification system ("EIVS") run by respondent is a data mining utility to help the department administer and enforce Part 1, under supervision of department of safety and homeland security ("safety" or "DOSHS"), specifically T.C.A. § 55-12-139, the penalty provision of the law.

SUMMARY OF DEPARTMENT OF REVENUE POSITION

A. 'Certified' is not defined

1. Certification requirement for auto liability policy that constitutes "evidence" or "proof" of financial responsibility, T.C.A. § 55-12-102, is of no authority to

department because the *"word **'certified' is not a defined term** for purposes of chapter 12"* (final order, FN 44, p. 17) (emphasis added).

2. "Certified" is not defined in chapter 12, and respondent is not required to consider EIVS purpose at T.C.A. § 55-12-202 to monitor motor vehicle liability policies, defined in accordance with standards adopted in T.C.A. § 55-12-203 from Insurance Industry Committee on Motor Vehicle Administration ("IICMVA"), and thusly respondent uses no filter in EIVS to (1) separate out and (2) verify motor vehicle liability policies, such policies focus of Atwood, the list operating with no list allowing DOR to make a list of all uninsureds.

3. Respondent creates a list of uninsured motor vehicle registrants whom it targets for revocation apart from Atwood authority pursuant to certified policies, but "[p]etitioner's arguments related to policy certification language found in TFRL do not warrant adjustment of the Initial Order" (final order p. 17).

B. Non-certified = certified

4. A **certified** motor vehicle liability policy that is evidence or proof of FR or security is no different legally than a **non-certified** owner's or operator's policy.

5. Petitioner's non-certified 2000 Honda Odyssey minivan owner's policy, the lapsing of which prompted departmental tag revocation "within its statutory authority" (final order p. 11) July 21, 2023, is ***the same*** as motor vehicle liability policy defined in T.C.A. § 55-12-102(7), and is thus subject to EIVS monitoring pursuant to T.C.A. § 55-12-202 (purpose statement of EIVS) and the four-notice revocation sequence in T.C.A. § 55-12-210.

C. Motor vehicle liability policy definition

6. Respondent admits the definition of motor vehicle liability policy is ""**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 *** to or for the benefit of the person named therein as insured" T.C.A. § 55-12-102(7) (emphasis added) (final order p. 16), but that definition is **not binding on** department's use of EIVS because "certified" is not defined and respondent does not use the SR-22 data collected by DOSHS' financial responsibility division **EXHIBIT No. 10**, Lanfair transcript pp. 13, 14.

D. Department has No. 1 role in TFRL

7. Respondent denies subordinate role in the Tennessee FR law, either under the certification requirement for insurance policies to be monitored under EIVS or under DOSHS.

8. In light of law stating "the commissioner [of safety] shall administer and enforce this chapter," T.C.A. § 55-12-103, and DOSHS' financial responsibility division with records of motor carrier policies and people subject to TFRL because of suspension, respondent has independent operation of EIVS.

9. Whereas "[t]he 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**; provided, the commissioner may contract with a designated agent to develop, implement, and administer the program. (b) Prior to issuance of a request for proposal for the services of a designated agent or prior to developing and implementing the program, the department of revenue or, if applicable, its designated agent **shall consult** with the following entities to determine the details and deadlines related to the program: *** (3) The **department of safety**" T.C.A. § 55-12-204. Motor vehicle insurance; electronic verification program; commissioner duties, respondent does not **cooperate** with DOSHS, nor **monitor** the "motor vehicle liability policy" required by law (to the exclusion of other forms of insurance) and need not explain itself in instant case

because "[p]etitioner provides no support or citation for his contention that only SR-22 policies are 'certified' within the meaning of the definition" (final order p. 17).

10. For respondent, any insurance is "acceptable" without certificate of proof or evidence (the SR-22 certificate of insurance) as condition of retaining the privilege under motor vehicle registration.

11. Respondent does not deny the purpose of the electronic insurance verification system ("EIVS") is 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 (emphasis added), but respondent prevails in the case because "Petitioner provides no support or citation *** that only SR-22 policies are 'certified' within the meaning of this definition" (T.C.A. § 55-12-202).

E. Court on 'certified' denied

12. 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). Despite incorporation in law of IICMVA standards in T.C.A. § 55-12-203 and -205 on the central role of the certified policy in TFRL, respondent denies IICMVA standards for monitoring the certified policy apply to EIVS.

F. IICMVA explains difference

13. IICMVA explains the difference between mandatory insurance law and financial responsibility law. "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," **EXHIBIT No. 9**, p. 3, Financial responsibility programs and procedures guide, IICMVA, January 2015; See also MSJ pp. 61, 62, 70 [sample SR-22], 77-84), but respondent alleges Atwood "directs the Department to check vehicle registrations against insurance company records to verify active liability insurance coverage" (final order p. 9). See **APPENDIX II,** IICMVA "Financial Responsibility Programs and Procedures Guide," January 2015, pp. 1-7, 47, 48 (Tennessee), p. 3, paragraph 3

G. 210 'insurer of record,' 'eligible for notice' clues

14. In T.C.A. § 55-12-210, party who has certified motor vehicle liability policy is subject to respondent monitoring, "(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), but "[p]etitioner's reading of the TFRL and the Atwood Law is not supported by the plain language of the statutes" (final order p. 11).

H. Overruling IICMVA standard

15. The IICMVA handbook says SR-22s are "future proof of insurance certificates" required in any of four situations, including "unsatisfied judgment, driver license suspension as a result of a major conviction, conviction point system suspension," or "failure to establish financial responsibility as result of an accident" (MSJ pp. 47, 48), but respondent in reference to IICMVA (initial order p. 27) ("the verification program was required to meet 'IICMVA specifications and standards'") does not accept the IICMVA standard as limiting scope of EIVS use as some insurers "choose[ ] not to utilize the IICMVA model, to 'provide to the

department of revenue, or its designated agent, a full book of business'" (initial order p. 28).

16. Respondent claims authority to not be bound by IICMVA standards in Atwood regarding the "financial responsibility insurance certificate," T.C.A. 55-12-126, by reference to alternate insurance industry data delivery methods for delivery of the "a full book of business by the seventh day of each calendar month," implying that because industry must transmit its "full book" that, thusly, every auto insurance customer is subject to a POFR requirement (initial order, p. 28).

I. Not bound by standard

17. Respondent is under no duty to explain how a **non-certified** auto insurance policy is otherwise certified and "acceptable," nor how **certified** motor vehicle liability policy, defined in § 55-12-102(7), is equivalent to non-certified insurance policy, which latter the orders say is subject of EIVS and the sect. 210 notice sequence.

18. Revenue handles certificates of registration and FR certificates in title 55, and many other certificates in title 67, but in its role serving department of safety in TFRL denies certification standard.

J. Petitioner fails to establish the law

19. Petitioner's sole line of analysis in 15 minutes of oral argument Nov. 22, 2024, is the certification issue, detailed in Brief on abrogated laws in support of motion for summary judgment ("MSJ") as "DOR"s biggest blooper," pp. 38-41, and is broadly developed in MSJ (pp. 15, 16, 62, 63, 68, 69, 78-82, 120, 121), but the linchpin role of the certified policy is "not [raised]" timely by petitioner and thus waived (Final order p. 16), and respondent need not argue against "newly articulated" analysis of petitioner's "New Theory" — nor must it obey the law on certification.

SR-22 FINANCIAL RESPONSIBILITY FORM

Insured { Name Last First Middle
Address

Case Number	Driver's License Number	Birth Date	Social Security Number

Current Policy Number _____ Effective from _____

This certification is effective from _____ and continues until cancelled or terminated in accordance with the financial responsibility laws and regulations of this State.

The insurance hereby certified is provided by an:

☐ **OWNER'S POLICY:** Applicable to (a) the following described vehicle(s), (b) any replacement(s) thereof by similar classification, and (c) any additionally acquired vehicles of similar classification for a period of at least 30 days from the date of acquisition.

Model Year	Trade Name	Identification No.	

☐ **OPERATOR'S POLICY:** Applicable to any non-owned vehicle.

_____ (State) **FINANCIAL RESPONSIBILITY INSURANCE CERTIFICATE**

The company signatory hereto hereby certifies that it has issued to the above named insured a motor vehicle liability policy as required by the financial responsibility laws of this State, which policy is in effect on the effective date of this certificate.

Name of Insurance Company _____ NAIC Code _____

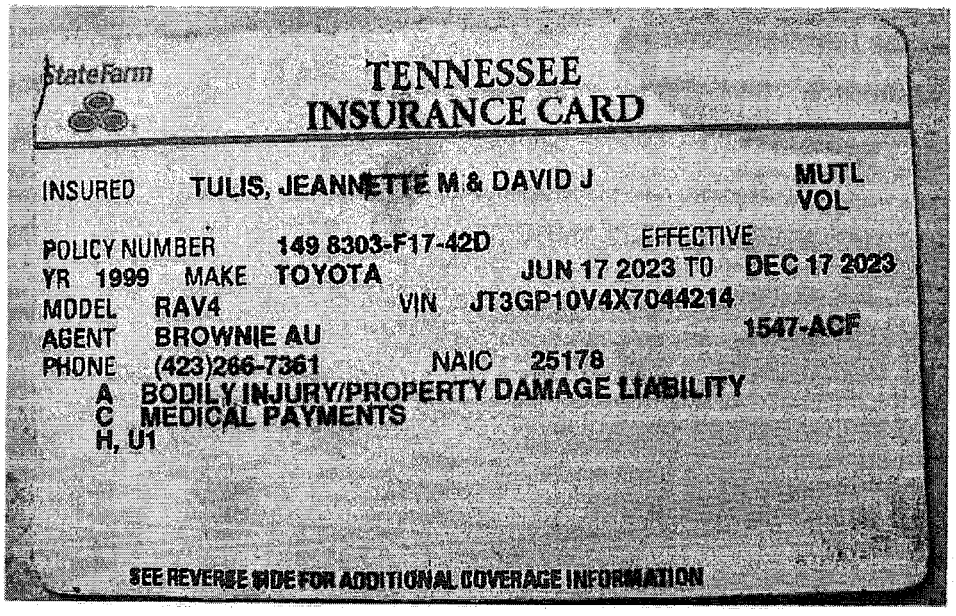
Date _____ By _____ Signature of Authorized Representative

8123 (01/07)

Respondent says the SR-22 financial responsibility certificate (photo top) is

= equal to =

an ordinary insurance wallet billfold card, which DOR says satisfies the commissioner of safety as POFR, despite T.C.A. § 55-12-122 (photo below).



K. Good faith inattention

20. In FN 41 in final order pp. 15, 16, respondent cites certification material in petitioner 42pp. brief, but such material "does not meaningfully assert any argument relating to policy certification" and DOR does not entertain claims of harm to petitioner.

21. Respondent does not need to read petitioner brief in support of MSJ to the end where, pp. 38-41, he details certification, which failure is not bad faith nor an abuse of the reviewing court.

L. Nondistinct legal concept

22. Respondent issues motor vehicle registration certificates, admits using certificates in many formats as evidence, proof, endorsement, guarantee, security, certainty, affirmation of authenticity, promise of veracity, and on p. 19 of final order provides "certificate of service"; yet respondent abrogates the TFRL certification concept to make such usages as "financial responsibility insurance certificate," T.C.A. § 55-12-126, **nondistinct** from ordinary operator's and insurance policy and **noncontrolling** in operation of EIVS.

23. Beholding an accident scene, T.C.A. § 55-10-108 describes how a police officer sifts motorist insurance facts differently from the proof of financial responsibility certificate, the officer required to copy the "certificate of compliance with the [TFRL], compiled in chapter 12 of this title, issued by the commissioner of safety, a copy of the **certificate shall be included in the report,**" but respondent blurs the distinction as irrelevant because the certification issue "is not well taken" (order p. 16).

M. 'Alleged certification requirement'

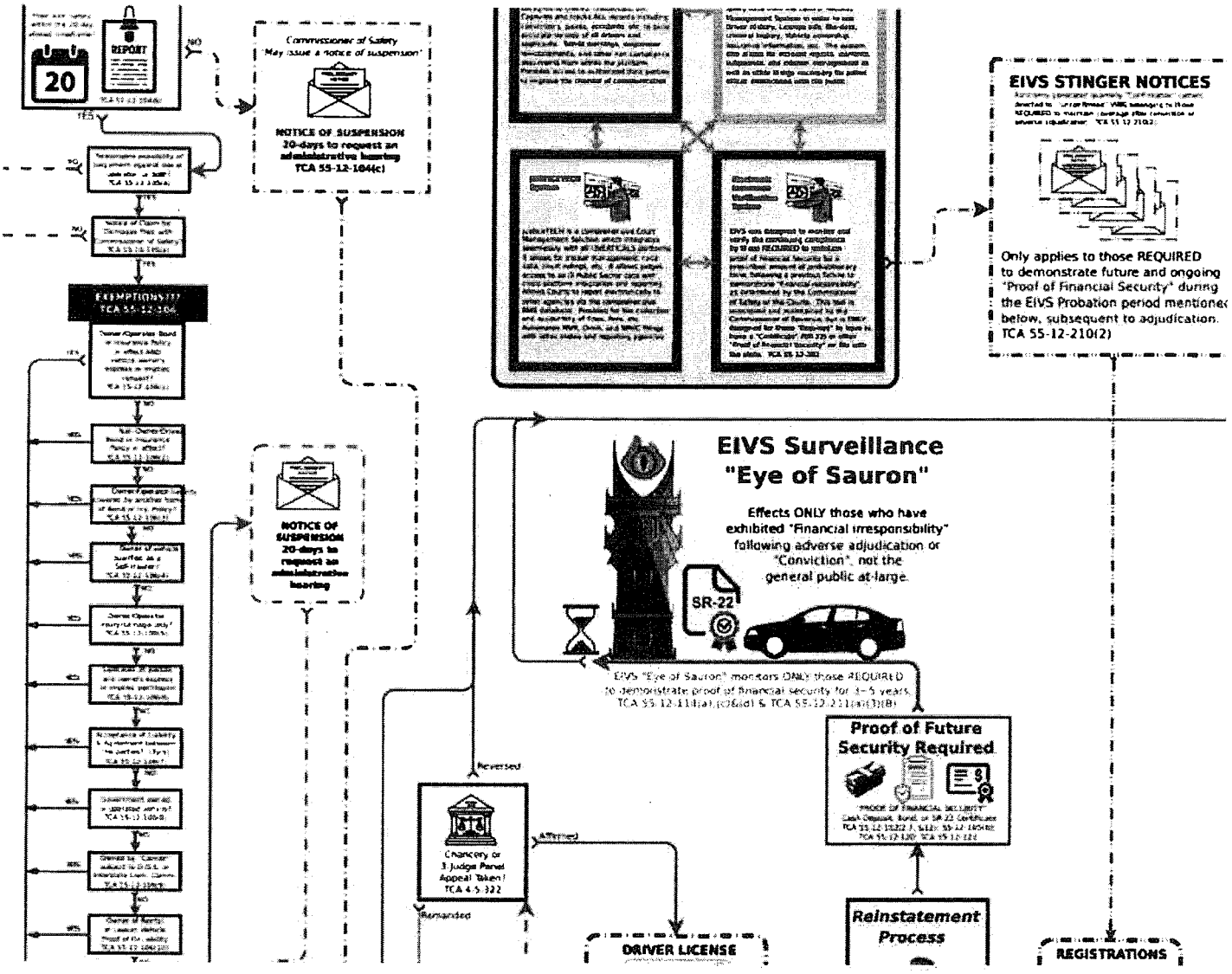
24. Respondent does not deny certification is involved in POFR in insurance alternatives — in the $65,000 cash or corporate "bond" and "notarized releases executed by all parties who had previously filed claims with the department as a result of the accident" T.C.A. § 55-12-105, have certification or oath-bound components, but respondent avers the SR-22 certificate for the "motor vehicle liability policy" defined at T.C.A. § 55-12-102(7) is only an "***alleged*** certification [requirement] *** for purposes of EIVS compliance" (final order p.15) (emphasis added).

25. Certification of a policy by the insurer is in a form approved by the commissioner of safety. "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."** § 55-12-137. Filing proof of insurance, but respondent says a wallet card or insurer declaration is acceptable evidence or proof of POFR and his numerous citations to the certified policy requirement are "not well taken" (final order p. 16).

26. Respondent, despite extensive petitioner material on reading law *in pari materia*, certification of the motor vehicle liability policy and EIVS' role monitoring motor vehicle probationers, says petitioner "does not specify whether or why the alleged deficiency in coverage certification should result in the reinstatement of his vehicle registration" and that petitioner "mistakenly assumes that certain Part 1 provisions have bearing on the Department's administration of EIVS under Part 2, when in fact they do not" (final order p. 16).

27. Petitioner, reading all parts of the law *in pari materia*, persists in a "continuation of his pattern to conflate the requirements of the TFRL with the requirements of the Atwood Law" that creates "'independent and parallel processes' for enforcing financial responsibility" (final order p. 16).

SCREENGRAB of TFRL FLOWCHART EXHIBIT



This screengrab shows part of the Tulis TFRL flowchart exhibit explaining how Parts 1 and 2 of the law work coherently to provide public safety and interest, which respondent ignores in favor of policy, abrogation and contradiction.

28. Respondent doubts that the certificate referred to in chapter 12 is the industry standard for license suspended licensee coverage is called the SR-22 and the meaning of the law is not plain or directive.

N. Good faith assistance of petitioner 2 years

29. These doubts exist despite petitioner's July 2023 administrative notice regarding TFRL limits and nearly two years of legal assistance to state government about industry protocols incorporated into the law in IICMVA standards (MSJ pp. 77ff.) **EXHIBIT No. 11** (IICMVA white paper, "The Case for Utilizing Web Services Technology to File Certificates of Financial Responsibility").

30. Petitioner unnumbered **EXHIBIT ("Tulis TFRL flowchart VER2")** [1] shows a coherent non-conflicted whole in the financial responsibility law, but respondent justly and properly ignores harmony of law laid out in the flowchart in favor of self-contradiction and consequent departure from law, further breaking other citizen-protection guardrails such as 18 U.S.C. 241; U.S. Const. Art 1, sect. 9, clause 3 attainder ban (MSJ pp. 153ff, Appendix II, administrative notice of law violations), with respondent saying petitioner revocation was "properly undertaken" (final order p. 11).

O. DOSHS goes it alone in developing EIVS

31. Though in T.C.A. § 55-12-103 the commissioner of safety "shall administer and enforce this chapter," the department admits it developed EIVS and operates the system without input from safety on grounds of its program's "independent and parallel processes" (final order p. 17).

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[1] Updated version of petitioner-created financial responsibility flowchart, "Tulis TFRL flowchart VER2," sent to respondent legal office, Karyn Hill, Sept. 23, 2024, via e-mail, is part of the case record, unrebutted.

32. Revenue did not consult with safety as to petitioner's good driving record, nor consult with safety's financial responsibility division with its records of all SR-22 certificates that are "acceptable evidence of security," T.C.A. § 55-12-137, revoking petitioner on its own authority by automated process by contractor i3 Vertical with no human intervention (department witness Jennifer Lanfair transcript, pp. 13-15, **EXHIBIT No. 10**).

33. Department says it uses the doctrine of reading law *in pari materia*, but applies the concept of *in pari materia* only to those provisions that support existing policy, leading to a proper ruling in its favor in the contested case (initial order pp. 34, 35) and "undertaken in accordance with the Department's mandate" (final order p. 11)

P. 28 abrogations invalid

34. Respondent need not deny evidence of 28 abrogated provisions because its program is an "independent and parallel suspension/revocation [process]" (initial order p. 34) from the financial responsibility law in chapter 12. "I agree with the Department *** that the General Assembly enacted the Atwood Law to create a separate enforcement mechanism for the [FR] requirements that operates independently from the post-accident reporting regime overseen by DOSHS under Tenn. Code Ann. § 55-12-104-106" (initial order pp. 32, 33).

35. TFRL imposes monitoring and strict scrutiny of drivers adjudicated to be high risk who agreed to maintain evidence or proof of FR for a set period of time. "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. Respondent voids many parts of the law, including § 55-12-114, claiming suspension authority over all motor vehicle users, absent a qualifying accident or an adjudication against such registrations.

Q. Hearing under tax code

36. Respondent holds hearing for its TFRL allegations though T.C.A. § 55-12-103 says the commissioner of safety holds hearings for TFRL disputes, but petitioner has no standing to make appeal to safety for his grievance, indicating violation of his right to due process from which harm respondent saves him by holding this contested case.

37. Though "[t]he parties cannot confer subject matter jurisdiction on a trial or appellate court by appearance, plea, consent, silence, or waiver" In re Est. of Trigg, 368 S.W.3d 483, 489 (Tenn. 2012), respondent orders issue in instant case from hearing under the **state tax code**, as "Department plainly has jurisdiction to convene this contested case" (initial order p. 19), citing T.C.A. § 67-1-105, with petitioner's pursuing his rights in agency ("willingly availed himself," initial order, p. 20) curing the jurisdictional defect.

R. Court rulings persuasive

38. The courts describe TFRL as a financial responsibility law and not as mandatory insurance law, but respondent is not bound by court rulings, even after 2002, in which § 55-12-139 took effect.

39. In 2005, a court states,

> Tennessee first enacted a Financial Responsibility Law in 1949. 1949 Tenn. Pub. Acts ch. 75 (effective July 1, 1949); *see also The Tennessee Motor Vehicle Financial Responsibility Act,* 21 Tenn. L.Rev. 341, 342 (1950). The current law was enacted in 1977, *see* Tenn.Code Ann. § 55–12–101, but its core provisions are largely unchanged from the 1949 law. *Compare* 21 Tenn. L.Rev. at 342–43 *with* Tenn.Code Ann. §§ 55–12–104–05.
>
> Briefly, the Financial Responsibility Law requires motorists who have been involved in an accident where anyone is killed or injured, or an accident resulting in more than $400 in damage to the property

of any one person, to show proof of financial responsibility. Tenn.Code Ann. § 55–12–105; *see also id.* § 55–12–139. **Failure to comply can result in revocation of the motorist's license and registration.** *Id.* § 55–12–105. As amended in 2001, the law requires drivers to provide proof of financial responsibility to an officer at the scene of an accident or a moving violation. *Id.* § 55–12–139(b). Failure to comply is a Class C misdemeanor punishable by a fine of up to $100. *Id.* § 55–12–139(c).

67 The purpose of Tennessee's Financial Responsibility Law is to protect innocent members of the public from the negligence of motorists on the roads and highways. Specifically, "[t]he financial responsibility laws of this State are concerned with the ability of an automobile driver to pay for bodily injury and property damage for which he may be legally liable." *Schultz v. Tenn. Farmers Mut. Ins. Co.,* 218 Tenn. 465, 404 S.W.2d 480, 484 (1966). The Financial Responsibility Law is not, however, a compulsory insurance law. *McManus v. State Farm Mut. Auto. Ins. Co.,* 225 Tenn. 106, 463 S.W.2d 702, 703 (1971). Although the law **applies to "every vehicle subject to the registration and certificate of title provisions,"** Tenn.Code Ann. § 55–12–139(a) (eff. Jul. 1, 2005), as 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][1]; 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.

Id.

Although the Financial Responsibility Law does not, by its express terms, require *707 drivers to obtain liability insurance in order to comply, the Law clearly contemplates that most drivers will comply by purchasing liability insurance. For this reason, the Financial Responsibility Law also sets forth requirements for the contents of motor vehicle liability policies. Tenn.Code Ann. § 55–12–122. The law requires that motor vehicle liability policies "shall insure the person named therein, and any other person using

> any such motor vehicle or motor vehicles with the express or implied permission of such named insured, against loss from the liability imposed by law for damages arising out of the ownership, maintenance, or use of such motor vehicle...." *Id.* § 55–12–122(a).

Purkey v. Am. Home Assur. Co., 173 S.W.3d 703, 706–07 (Tenn. 2005) (emphasis added)

TFRL may persuade the public and while "most drivers will comply by purchasing liability insurance," the law does not "require" insurance as a universal obligation, but DOR all members of the public under color of T.C.A. § 55-12-210, which describes department duties for notice, and T.C.A. § 55-12-139 stating "officer shall request evidence of financial responsibility as required by this section" T.C.A. § 55-12-139(b)(1).

S. Sect. 139 = full rewrite of financial responsibility law

40. Respondent denies that Atwood is an amendment limited to improving supervision of license suspendees following safety or court adjudication under T.C.A. § 55-12-139, but sees is a law creating a new, second FR regime in Tennessee, as if the general assembly had done a full rewrite of financial responsibility legislation (initial order p. 25).

41. Respondent fills enforcement gaps left by safety, which receives reports about accidents, T.C.A. § 55-12-104 and -105, and supervises parties suspended for cause in court cases, T.C.A. § 55-12-114 and -115 under findings of fault.

42. T.C.A. § 55-12-139(b)(1) says documentation of insurance must state the policy meets requirements of Part 1 of it being certified:

> 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** [2] 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 [3] has been paid or filed with the commissioner of revenue; [4]
> > or
> > (ii) The driver has qualified as a self-insurer under § 55-12-111[.]

Though certification requirements control sect. 139, respondent uses T.C.A. § 55-12-139(a) to brush aside statutory particulars of whom is liable under TFRL and subject to performance.

43. "[T]he post-accident reporting procedures administered by DSHS under the TFRL operate independently from the Department's administration of the EIVS Program under the Atwood Law" (final order p. 12). The two departments' programs "may operate fully in parallel with the other" and "suspension may occur under an entirely different set of circumstances—the identification by the Department [of revenue] that a vehicle owner does not maintain liability insurance on the vehicle"

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[2] See T.C.A. § 55-12-122, contents of motor vehicle liability policies

[3] 55-12-105(b)(2) and (3) are under this part

[4] The deposit of cash or bond in the total amount of damages suffered satisfies this requirement **if a certificate** is issued by commissioner of safety stating that it does. If a certificate of a bond satisfies TFRL after an accident, it need not be obtained beforehand, or its equivalent (insurance). No deposit or bond meets the requirement unless the commissioner of safety issues a **certificate**, including any provided by revenue. Witness Lanfair said one person made two cash payments to DOR for two car VINS ("You can bring in either $65,000 cash or a cashier's check. We will make a deposit into a non-interest-drawing bank account with the treasurer. And we will issue **you a receipt and a statement** that you can keep in your car stating that you have satisfied your liability with the cash deposit.") **(EXHIBIT No. 10**, p. 19). Sect. 139 effectively says the "receipt or statement" for $130,000 is not POFR unless the payee obtains a ***certificate*** from DOSHS under the above law.

Petitioner points out respondent cites no statute allowing it to collect or bank such cash payments or issue bonds under TFRL.

(final order p. 13), with safety ordering revocation of license (and, as upon respondent, upon tag) under *one standard* and respondent under a *different standard.*

44. "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 noncompliance. T.C.A. § 55-12-210 (emphasis added). The words "a motor vehicle" refers to **any motor vehicle** in the state, their meaning not bound by the rule of reading law *in pari materia* that constrains meaning of this phrase as controlled by chapter 12.

T. Sect. 210 compels sending, receiving notices

45. Thus respondent justly uses EIVS to revoke petitioner: "This statutory directive [T.C.A. § 55-12-210(c)(1)-(2)] is clear – when the EIVS program identifies a vehicle as unconfirmed and the registrant fails to cure EIVS noncompliance in response to the first three Notices, the Department is required to suspend the registration" (final order p. 10).

46. Petitioner erroneously imposes "limitations on the EIVS Program that are not present in the text of Section 210" (final order p. 13), and Atwood isn't merely a utility to monitor motor vehicle liability policies required of parties under sect. 114 suspension, but authorizes an entirely separate enforcement mechanism in which all registrants are *presumptively irresponsible*, including denying 11 exemptions in Part 1 (T.C.A. § 55-12-104) such as accident without contact with another vehicle, relevant to petitioner as accident-free.

47. Sect. 214 is not violated by respondent because "Per Section 214, the Atwood Law does not change the universe of vehicles to which the TFRL applies, but that

universe was already expanded by the enactment of Section 55-12-139(a)" (initial order p. 30)

48. Because T.C.A. § 55-12-210 doesn't repeat T.C.A. § 55-12-214 ("Nothing in this part shall alter the existing financial responsibility requirements in this chapter"), DOR is required to send notices to all motor vehicle owners who do not connect a policy to a VIN demanding compliance or revoking them.

U. Identify 'uninsured vehicles'

49. "I have concluded that the TFRL and the Atwood Law together authorize and direct the Department of Revenue to create the EIVS Program and use it to identify uninsured vehicles" and that respondent "properly and lawfully suspended Petitioner's vehicle registration under" T.C.A. § 55-12-210 (final order p. 11, quoting initial order).

V. Revise rule *ejusdem generis*

50. Though "independent" of Part 1, respondent's EIVs program is authorized by T.C.A. § 55-12-139(a), "This part shall apply to every vehicle subject to the registration and certificate of title provisions" (with which respondent alleges petitioner does not "engage" (final order p. 13)), which is permitted to respondent because while the statutory construction rule *ejusdem generis* constrains reading of law so that specific provisions constrain scope of meaning of general ones, courts may accept respondent revision: "**A more general provision takes precedence over a specific statutory provision**" (See MSJ pp. 25, 31, 130). **APPENDIX No. 1**, incorporated herein by reference.

W. 'Modified universe'

51. In revising the construction rule, respondent brings new meaning to § 55-12-139, which states, "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 the vehicle insurance verification program as defined in § 55-12-203 and may rely on the information provided by the vehicle insurance verification program, for the purpose of verifying evidence of liability insurance coverage," which provision respondent revises to delete the limiting language of "motor vehicle liability policy" because sect. 139 "modified the universe of vehicles covered by the subsection and reiterated that they are subject to 'this chapter,' i.e., the requirements of financial responsibility laid out in the chapter" (initial order p. 25).

52. Respondent is authorized to abrogate many parts of chapter 12 under vast power of T.C.A. § 55-12-139(a), which petitioner calls a "geyser of authority" (petition for agency review p. 17) that defies the judicial standard viewing with disfavor abrogation by implication.

X. Safe driver penalty

53. Because sect. 139(a) universalizes the obligation for POFR, respondent makes accident-free, safe licensees such as petitioner face the same penalty as do suspended drivers adjudicated financially irresponsible who keep the driving privilege on condition precedent of having a motor vehicle liability policy, the premium upkeep of which is monitored by EIVS pursuant to T.C.A. § 55-12-202.

Y. Department revised policy

54. Respondent is free to alter policy goals set forth in the statute under IICMVA standards. "The IICMVA's manual for describing how financial responsibility laws operate agrees with petitioner's analysis about the scope of TRFL. Such laws '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'" (quoting MSJ p. 78) (emphasis added).

Z. 'Bar such motorists' who lack 'established capacity'

55. Respondent final order targets for notice and revocation not just those adjudicated irresponsible whose privilege is suspended, T.C.A. § 55-12-126, but the poor who lack "established [financial] capacity," (final order p. 8), low-income, hard-by working class people such as petitioner who are irresponsible and revocable insurance industry noncustomers.

56. Final and initial order agree on targeting the poor. "[O]wners and lessees of vehicles that are registered for on-road use must demonstrate financial responsibility, which is a term that refers to the registrant's **established capacity to recompense** injury or damage sustained in the event of an accident" (Christine Lapps, final order p. 8) (emphasis added). "If someone is unable to meet the financial burden of proving financial responsibility 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.**" (Brad Buchanan, initial order p. 31) (emphasis added). No agency except department revenue is authorized to alter the purpose of a law and shift its moral framework of duty and punishment.

AA. 'Duration of license's suspension'

57. Final order, in defeating the petition, focuses on the accident reporting provisions of TFRL — the backward-looking part of the statute in which qualifying accident parties show POFR by SR-22 certificate under T.C.A. § 55-12-104 that petitioner is allegedly obsessed by — while ignoring the *forward-looking aspect* of the law

overseeing suspension and insurance monitoring under T.C.A. § 55-12-114 and -116, which provisions include: "The licensee shall maintain proof of financial responsibility for the **duration of the license's suspension or revocation**, as required by § 55-12-126," in T.C.A. § 55-12-116, and rules on restricted licenses in T.C.A. § 55-12-114, such as, "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. (c) When a person's license is **restored after suspension or revocation**, the person shall pay a one-hundred-dollar restoration fee," with DOR denying EIVS duty to monitor these registrants only.

58. Final order denies the distinction between certified motor vehicle liability policies as defined in T.C.A. § 55-12-102(7) and all other policies, letting respondent extort all uninsured registrants as "unconfirmed" (final order pp. 9, 10) and liable for punishment for not obtaining non-certified owner or operator insurance policies.

BB. Respondent obedience begets obedience

59. Initial and final orders, under a "[revised] *** universe" in T.C.A. §§ 55-12-139 and -210, express no alarm at what petitioner calls irregularity and contradiction, these considered "acceptable."

➤ The law grants exceptions, T.C.A. § 55-12-106, but DOR denies them;

➤ The law halts suspension terms ("If the department of safety *** releases the requirement that a person furnish proof of financial responsibility," T.C.A. § 55-12-116;

➤ "If the department of safety *** releases the requirement that a person furnish proof of financial responsibility *** " T.C.A. § 55-12-126, but DOR says suspension is forever;

➤ Licensee on suspension retains the privilege by a motor vehicle liability policy defined in § 55-12-102(7), but respondent says all motorists must

obtain such policies or be suspended;

➤ T.C.A. § 55-12-105 on qualifying accidents says "submission to the commissioner of notarized releases executed by all parties who had previously filed claims with the department [of safety] as a result of the accident" constitutes proof of financial responsibility and satisfaction of the law, but respondent revokes them for not being insured or bearing "evidence" of POFR;

➤ A person who pays DOSHS a cash bond to cover costs of an accident, shows POFR by the payment, and is revoked by respondent for lacking "present POFR" or "future oriented POFR" demanded by suspended persons under T.C.A. § 55-12-114 who agree to be insured on condition of privilege;

➤ T.C.A. § 55-12-102(7) says a motor vehicle liability is "certified as [POFR]", but DOR requires POFR of all motorists and requires uncertified insurance wallet card or declarations page as "evidence" or "proof" of financial responsibility;

➤ T.C.A. § 55-12-210 says SR-22 insureds are "eligible for notice" if the insurer notifies safety of lapsed (nonpayment) policy, but DOR says insurance noncustomers are "eligible" for revocation notice under T.C.A. § 55-12-210;

➤ Failure of person with suspended license to maintain the motor vehicle liability policy brings insurance company notice to department of safety and revocation by DOSHS and DOR in T.C.A. § 55-12-123, but respondent says *any* motor vehicle registrant without a non-certified policy is revoked;

➤ T.C.A. § 55-12-130 says "it is unlawful" for revenue to restore a tag apart from written permission by safety commissioner, but DOR says it's not and will renew petitioner's tag if he joins ranks of State Farm, Grange or Progressive customers.

60. Instant case is about statutory construction with no material facts in dispute, with respondent confident the courts will sacrifice longstanding stabilizing rules of construction and accept extortion and denial of due process as a public benefit.

CC. 40,832 convictions annually shows TFRL protects public

61. The commissioner annually reports to the general assembly convictions under TFRL, 40,832 per year over eight years, or 77,748 convictions since petitioner filed for contested case July 26, 2023, 695 days ago, this report evidence of the effect of respondent's interpretation of TFRL and Atwood, described on its website: "The James Lee Atwood Jr. Law (also referred to as the electronic insurance ***verification*** program) ***imposes insurance requirements*** on motor vehicles operated on Tennessee roads" (emphasis added), which Atwood amendment states, "**Nothing** in this part ***shall alter the existing financial responsibility requirements*** in *this chapter*" T.C.A. § 55-12-214. Financial responsibility requirements unaffected (emphasis added); hence, the 77,748 convictions among the poor are valid and lawful use of police power and not evidence of harm or official misconduct, extortion or official oppression, as alleged.

62. TFRL requires the poor to buy insurance they cannot afford to obtain policies that are not legally sufficient as POFR, or be revoked, and thus "[b]ased on the foregoing, it is hereby ORDERED that *** [t]he petition is denied and dismissed" (final order p. 18).

RECONSIDERATION REQUEST

In light of the foregoing skein of irregularity by respondent, petitioner asks the agency to rescind its final order — to (1) restore petitioner's tag and (2) admit its program is arbitrary, capricious and a departure from law in breach of trust and injury to relator and the public at large. Petitioner is put into the legally untenable position of being unable to comply with the "law" as put forth by respondent. Even if he had ordinary, non-certified insurance, *that insurance would not comply with the law because only a certified motor vehicle liability policy is proof of financial responsibility*, T.C.A. § 55-12-102(7).

The case record is clear. T.C.A. § 55-12-102(7) defines a motor vehicle liability policy as one certified as **proof** of **financial responsibility**, which concept is borne in the name of the statute, which certification document is the well-established and well-known SR-22 financial responsibility certificate (MSJ p. 70) described in detail in this case in oral argument and motion for summary judgment (and its supporting brief), which respondent in bad faith and official misconduct ignores.

Respondent's agenda and policy creates a program that is unconstitutional, violating petitioner's constitutional rights. **APPENDIX III.** The program is unconstitutional because it is arbitrary, impermissible and oppressive, which acts are forbidden under ordinary rules of statutory construction, as cited in **APPENDIX I** reminding the department of its authorities, appendices each incorporated herein by reference.

Respectfully submitted,

David Jonathan Tulis

David Jonathan Tulis

Appendix I

Rules of statutory construction summary

'Construe statutes as we find them'

The responsibility for determining what a statute means rests with the courts. *Roseman v. Roseman,* 890 S.W.2d 27, 29 (Tenn.1994); *Realty Shop, Inc. v. R.R. Westminster Holding, Inc.,* 7 S.W.3d 581, 601 (Tenn.Ct.App.1999). **We must ascertain and then give the fullest possible effect to the General Assembly's purpose in enacting the statute as reflected in the statute's language.** *Stewart v. State,* 33 S.W.3d 785, 790-91 (Tenn.2000); *Lavin v. Jordon,* 16 S.W.3d 362, 365 (Tenn.2000). **In doing so, we must avoid constructions that unduly expand or restrict the statute's application.** *Watt v. Lumbermens Mut. Cas. Ins. Co.,* 62 S.W.3d 123, 127-28 (Tenn.2001); *Patterson v. Tenn. Dep't of Labor & Workforce Dev.,* 60 S.W.3d 60, 64 (Tenn.2001); *Limbaugh v.. Coffee Med. Ctr.,* 59 S.W.3d 73, 83 (Tenn.2001). **Our goal is to construe a statute in a way that avoids conflict and facilitates the harmonious operation of the law.** *Frazier v. East Tenn. Baptist Hosp., Inc.,* 55 S.W.3d 925, 928 (Tenn.2001); *LensCrafters, Inc. v. Sundquist,* 33 S.W.3d 772, 777 (Tenn.2000).

Our construction of a statute is more likely to conform with the General Assembly's purpose if we approach the statute presuming that the General Assembly chose its words purposely and deliberately, *Tidwell v. Servomation-Willoughby Co.,* 483 S.W.2d 98, 100 (Tenn.1972); *Merrimack Mut. Fire Ins. Co. v. Batts,* 59 S.W.3d 142, 151 (Tenn.Ct.App.2001), and that **the words chosen by the General Assembly convey the meaning the General Assembly intended them to convey,** *Limbaugh v. Coffee Med. Ctr.,* 59 S.W.3d at 83; *BellSouth Telecomms., Inc. v. Greer,* 972 S.W.2d 663, 673 (Tenn.Ct.App.1997). **Thus, we must construe statutes as we find them,** *Jackson v. Jackson,* 186 Tenn. 337, 342, 210 S.W.2d 332, 334 (1948); *Pacific Eastern Corp. v. Gulf Life Holding Co.,* 902 S.W.2d 946, 954 (Tenn.Ct.App.1995), and **our search for a statute's purpose must begin with the words of the statute itself,** *Blankenship v. Estate of Bain,* 5 S.W.3d 647, 651 (Tenn.1999); *State ex rel. Comm'r of Transp. v. Medicine Bird Black Bear White Eagle,* 63 S.W.3d 734, 754 (Tenn.Ct.App.2001).

'Interpret them as written'

We must give a statute's words their natural and ordinary meaning unless the context in which they are used requires otherwise. *Frazier v. East Tenn. Baptist Hosp., Inc.,* 55 S.W.3d at 928; *Mooney v. Sneed,* 30 S.W.3d 304, 306 (Tenn.2000); *State v. Fitz,* 19 S.W.3d 213, 216 (Tenn.2000). **Because words are known by the company they keep,** *State ex rel. Comm'r of Transp. v. Medicine Bird Black Bear White Eagle,* 63 S.W.3d at 754, **we should construe the words in a statute in the context of the entire statute and in light of the statute's general purpose,** *State v. Flemming,* 19 S.W.3d 195, 197 (Tenn.2000); *Lyons v. Rasar,* 872 S.W.2d 895, 897 (Tenn.1994); *Wachovia Bank of N.C., N.A. v. Johnson,* 26 S.W.3d 621, 624 (Tenn.Ct.App.2000). **When the meaning of statutory language is clear, we must interpret it as written,** *Kradel v. Piper Indus., Inc.,* 60 S.W.3d 744, 749 (Tenn.2001); *ATS Southeast, Inc. v. Carrier Corp.,* 18 S.W.3d 626, 629-30 (Tenn.2000), **rather than using the tools of construction to give the statute another meaning,** *Limbaugh v. Coffee Med. Ctr.,* 59 S.W.3d at 83; *Gleaves v. Checker Cab Transit Corp.,* 15 S.W.3d 799, 803 (Tenn.2000).

'Cautious about consulting legislative history'

Statutes, however, are not always free from ambiguity. **When we encounter ambiguous statutory language-language that can reasonably have more than one meaning[10]-we must look to the entire statute, the entire statutory scheme in which the statute appears, and elsewhere to ascertain the General Assembly's intent and purpose.** *State v. Walls,* 62 S.W.3d 119, 121 (Tenn.2001); *State v. McKnight,* 51 S.W.3d 559, 566 (Tenn.2001). **One of the sources that we frequently look to for guidance is the statute's legislative history.** *Bowden v. Memphis Bd. of Educ.,* 29 S.W.3d 462, 465 (Tenn.2000); *Hathaway v. First Family Fin. Servs., Inc.,* 1 S.W.3d 634, 640 (Tenn.1999); *Reeves-Sain Med., Inc. v. BlueCross BlueShield of Tenn.,* 40 S.W.3d 503, 507 (Tenn.Ct.App.2000). **We must be cautious about consulting legislative history.** *BellSouth Telecomms., Inc. v. Greer,* 972 S.W.2d at 673. **A statute's meaning must be grounded in its text. Thus, comments made during the General Assembly's debates cannot provide a basis for a construction that is not rooted in the statute's text.** *D. Canale & Co. v. Celauro,* 765 S.W.2d 736, 738 (Tenn.1989); *Townes v. Sunbeam Oster Co.,* 50 S.W.3d 446, 453 n. 6 (Tenn.Ct.App.2001). **When a statute's text and the comments made during a legislative debate diverge, the text controls.** *BellSouth Telecomms., Inc. v. Greer,* 972 S.W.2d at 674.

The tasks of statutory construction and applying a statute to a particular set of facts involve questions of law rather than questions of fact. *Patterson v. Tenn. Dep't of Labor & Workforce Dev.*, 60 S.W.3d at 62; *State v. McKnight*, 51 S.W.3d at 562; *Myint v. Allstate Ins. Co.*, 970 S.W.2d 920, 924 (Tenn.1998). **Accordingly, appellate courts must review a trial court's construction of a statute or application of a statute to a particular set of facts de novo without a presumption of correctness.** *State v. Walls*, 62 S.W.3d at 121; *Hill v. City of Germantown*, 31 S.W.3d 234, 237 (Tenn.2000); *Mooney v. Sneed*, 30 S.W.3d at 306.

Midwestern Gas Transmission Co. v. Green, No. M200500796COAR3CV, 2006 WL 464115, at *3–5 (Tenn. Ct. App. Feb. 24, 2006) (emphasis added)

Appendix II

Constitutional violations arising from breach of law

The God-given, constitutionally guaranteed, unalienable and inherent rights of petitioner abused by respondent in this case are that of (1) use of the public roads forbidden because respondent doesn't recognize nonprivileged use of the public way during pendency of proceeings, the (2) right to have and use property, whether that of private chattel (automobile) or the right to earn a living and pursue calling, occupation and trade of common right not located at one's own address or abode, (3) the right to contract or not contract with insurance companies if one is not involved in Uber, DoorDash or trucking/transportation/logistics field and not part of any financial or business or corporate concern, and (4) right to a hearing and due process before revocation of a state privilege available to every law-abiding citizen.

1. DOR tells petitioner that if he doesn't enter into contract to buy insurance, he has alternatives. (1) Give Cmsr. Gerregano a $65,000 cash payment, (2) buy a

corporate surety bond that petitioner puts into evidence is not available in the market (**Affidavit of inability to purchase surety bond),** (3) stop using the public road for any purpose in an automobile or motor vehicle, or (3) face criminal prosecution from respondents' agents and privies for enjoying use of private property, his 2000 Honda Odyssey minivan used apart from any state privilege.

2. The right to have and use property apart from privilege is constitutionally guaranteed, as noted in the privilege cases. See Phillips v. Lewis, 3 Shannon's cases 230, 1877. Privilege law is upon acts of commercial nature for private profit and gain affecting the public interest, which distinction respondent vigorously denies.
3. The right to contract – or to not contract. This right is constitutionally guaranteed. No authority exists for a department or commissioner to criminalize use of the ordinary means of the day on the public right of way in exercise of individual rights of ingress and egress, and force the public into a contract with insurance or bonding agencies.
4. Free use of the people's roads must be recognized, for by free use are many rights enjoyed. For example, press rights (Tenn. Const. Art 1 § 19). Obstructing automobile use quashes this communication enjoyment.
5. The right of ingress and egress from one's place is constitutionally protected, as noted in 13 Tennessee court cases cited to respondent. Exercise of that right allows pleasure and comfort of a host of others, as follows:
    a. Free exercise of rights of conscience in religion (Tenn. const. art 1, § 3), free assembly (Tenn. const. art. 1 § 23), right to open courts and travel there (Tenn. const. art. 1 § 17), suffrage and elections (Tenn. const. art 1 § 5), freehold, liberties or privileges, and right to earn living in calling of common right (Tenn. const. art. 1 § 7 and 8), right to property and contract (Tenn. const. art. 1 § 21) and due process (Tenn. const. art. 1 § 8).
    b. No authority exists under the Tennessee constitution for any department or official to use extortion to forbid insurance industry noncustomers from

using roads thrown open for public travel or use free of charge. T.C.A. § 67-5-204

c. Respondent overthrow of law denies petitioner a hearing before revocation in violation of his due process rights to a hearing before the axe falls. Hearings under TFRL are at T.C.A. § 55-12-103 in DOSHS. Beazley v. Armour, 420 F. Supp. 503, 506, 507, 509 (M.D. Tenn. 1976). Except in emergency situations, due process requires that when state seeks to terminate interest such as driver's license it must afford notice and opportunity for hearing appropriate to the nature of case before termination becomes effective. Bell v. Burson, 402 U.S. 535, 91 S. Ct. 1586, 29 L. Ed. 2d 90 (1971).

That five of every six registrants are rich enough to buy auto insurance doesn't make respondents' "Eye of Sauron" program *less* unconstitutional; that the poor suffer doesn't make it *more*. Obstruction against the function of the law, however, reasonably afflicts the poor the most, as they have few means of dealing with sky-high premiums, criminal accusations under § 139, hauled-off autos and vehicles, tow company storage fees, and, if jailed, bail bond fees, sheriff department cash card-on-exit skims and loss of work hours.

Respondent and its privies count on crime-preventing or conservator of the peace powers to have criminally charged or arrest on sight all people whose evidences of commercial roadway use — registration tags and driver licenses — are not in good standing (revoked, suspended, expired). Police power practice in Tennessee operates effectively as a bill of attainder against private activity on the public road that does not affect the public interest and is not that for which the privilege is required.

Appendix III

IICMVA programs and procedures guide (EXHIBIT No. 9)

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.

Respondent claims this as law

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.

But TN is an FR state

FINANCIAL RESPONSIBLITY
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:

Qualified use of privilege

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.

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.

Conditions on licensee – pay victim, show POFR

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.

"basic element"

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.

Certification shows insurer "on risk"

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:

"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.

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. SR-22 "most common certificate"

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.

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 = "proof"

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.

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_Compli.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.

CERTIFICATE OF SERVICE

A digital copy of this document is being emailed this Friday, the 20th day of June, 2025, to the parties representing the respondent, as follows:

Camille.Cline@tn.gov
Anne.warner@tn.gov
Tammy.R.Crook@tn.gov
Christine.Lapps@tn.gov
Karyn.Hill@tn.gov
David.Gerregano@tn.gov

/s/ David Jonathan Tulis