



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

In the Matter of Claims Against the Dealer Bond
of Hagen Motors and Wilson Motors, Inc., d/b/a
Indianhead Motors

Case Nos. TR-10-0056, TR-11-0018,
TR-11-0019, TR-11-0020, TR-11-0021,
TR-11-0042

FINAL DECISION

On November 18, 2010, Robert J. Kvapil, Jr., filed a claim with the Wisconsin Department of Transportation (Department) against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors (Dealer). Pursuant to the procedures set forth at Wis. Admin. Code § Trans 140.26, a Public Notice to File Dealer Bond Claims was published in the Chippewa Herald, a newspaper published in Chippewa Falls, Wisconsin. The notice informed other persons who may have claims against the Dealer to file them with the Department by March 14, 2011. In response to the notice, five additional timely claims were filed against the motor vehicle dealer bond of the Dealer. The six claims were forwarded by the Department to the Division of Hearings and Appeals. The Administrative Law Judge issued a Preliminary Determination in this matter on December 21, 2011. No objections to the Preliminary Determination were received. Pursuant to Wis. Admin. Code § Trans 140.26(5)(d) the Preliminary Determination is adopted as the final decision of the Department of Transportation.

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

Robert J. Wilson
Hagen Wilson Motors, Inc.
19337 Co. Highway OO
Chippewa Falls, WI 54729-9186

Peter J. Hagen
Hagen Wilson Motors, Inc.
2807 Northwinds Drive
Eau Claire, WI 54701

Robert J. Kvapil, Jr.
S10632 North Martin Drive
Strum, WI 54770

Kenneth E. Steiner
W9972Hixwood Road
Thorp, WI 54771

Tricia Adrian
559 West Vine Street
Chippewa Falls, WI 54729

Philip R. Lukes
W13325 Shiner Drive
Lublin, WI 54447

Darrell A. Schauer
E9306 County Road "N"
Colfax, WI 54730

Kimberly A. Huber
2402 Valley Road North
Eau Claire, WI 54703

Auto Owners Insurance Company, by

Attorneys Richard E. Schmidt and Thomas T. Calkins
Piper & Schmidt
The Van Buren Building, Fifth Floor
733 North Van Buren Street
Milwaukee, WI 53202-4709

FINDINGS OF FACT

1. Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, (Dealer) was licensed by the Wisconsin Department of Transportation (Department) as a motor vehicle dealer. The Dealer's facilities were located at 2022 Hallie Road, Chippewa Falls, Wisconsin, 54729. The dealership is out of business.

2. The Dealer has had a bond in force satisfying the requirements of Wis. Stat. § 218.0114(5)(a) since January 22, 2004. (currently bond #017223 66040810 from Auto Owners Insurance Company)

Kvapil claim (TR-10-0056)

3. On March 20, 2010, Robert J. Kvapil, Jr., purchased a 2002 Dodge Dakota pick-up truck, vehicle identification number 1B7GG32X02S540669, from the Dealer. Mr. Kvapil also purchased an extended warranty covering the vehicle. The extended

warranty purchased by Mr. Kvapil was administered by Auto Life RX and cost \$1095.00. Mr. Kvapil purchased the extended warranty policy through the Dealer.

4. Robert Kvapil did pay to the Dealer the \$1095.00 premium for the extended warranty; however, the Dealer never forwarded the contract for the extended warranty or the premium to Auto Life RX. On April 10, 2010, Mr. Kvapil was involved in a motor vehicle accident. The vehicle purchased from the Dealer was totaled in the accident. Mr. Kvapil contacted Auto Life RX to cancel the warranty and request a refund of the premium he had paid for the warranty. Mr. Kvapil discovered that the Dealer had never sent the contract for the extended warranty or the premium to Auto Life RX.

5. On June 25, 2010, Mr. Kvapil filed a complaint with the Department against the Dealer. The investigator contacted the warranty company and confirmed that it had never received the contract for the extended warranty or the premium. On November 18, 2010, Robert Kvapil filed a claim against the surety bond of the Dealer in the amount of \$1095.00, the amount of the premium he had paid for the extended warranty.

6. The Dealer's retention of the premium Robert J. Kvapil, Jr., paid for the extended warranty and failure to submit the application to Auto Life RX constitutes violations of Wis. Stat. § 218.0116(1)(c) (willfully defrauding a retail buyer) and Wis. Stat. § 218.0116(1)(cm) (willful failure to perform any written agreement with any retail buyer). The loss sustained by Robert J. Kvapil, Jr., was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

7. Robert J. Kvapil, Jr., submitted documentation to support a bond claim of \$1095.00. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Steiner claim (TR-11-0018)

8. On March 23, 2010, Kenneth E. Steiner purchased a 2002 Ford F-350 pick-up truck, vehicle identification number 1FTSX31F72EB43526, from the Dealer. As part of the transaction, Mr. Steiner traded-in a 1997 Ford F-250 pick-up truck. Mr. Steiner also purchased an extended warranty covering the vehicle. The extended warranty purchased by Mr. Steiner was administered by Auto Life RX and cost \$1295.00. Mr. Steiner purchased the extended warranty policy through the Dealer.

9. Kenneth Steiner did pay to the Dealer the \$1295.00 premium for the extended warranty. The Dealer also collected a \$155.00 license plate fee from Mr. Steiner. On April 26, 2010, Mr. Steiner contacted the Department's Division of Motor Vehicles (DMV) office in Eau Claire because he had not yet received a title for the

vehicle he purchased from the Dealer. Mr. Steiner also contacted Auto Life RX to cancel the extended warranty and request a refund of the premium he had paid to the Dealer. Mr. Steiner did not receive a refund of the premium.

10. Mr. Steiner subsequently filed a written complaint with the Department. On June 28, 2010, an investigator from the Department met with Robert Wilson and Peter Hagen, the owners of the dealership. Mr. Wilson and Mr. Hagen admitted to the investigator that they had not submitted Mr. Steiner's application for a title to the Department because the title for the vehicle was being held by a floor planner for the Dealer. The investigator did arrange for the Department to issue a title for the vehicle to Mr. Steiner. The Department waived the fees for the transfer of the title because Mr. Steiner had already paid these fees to the Dealer. However, the Department determined that Mr. Steiner could have transferred the plates from his trade-in to the vehicle he purchased from the Dealer. Accordingly, the \$155.00 the Dealer collected from Mr. Steiner for license plates was an unnecessary fee.

11. The investigator also contacted Auto Life RX about the extended warranty purchased by Mr. Steiner and was informed that the premium for the warranty was never forwarded by the Dealer to the warranty company. On November 24, 2010, Mr. Steiner filed a claim against the surety bond of the Dealer in the amount of \$1608.00. The claim is itemized as \$155.00 for the unnecessary license plate fee, \$1295.00 for the premium paid for the extended warranty that was not forwarded to the warranty company, \$58.00 for interest on \$1450.00 (the sum of the first two components of Mr. Steiner's claim), and, \$100.00 for the time he spent pursuing his claim.

12. The Dealer's retention of the premium Kenneth Steiner paid for the extended warranty to Auto Life RX constitutes violations of Wis. Stat. § 218.0116(1)(c) (willfully defrauding a retail buyer) and Wis. Stat. § 218.0116(1)(cm) (willful failure to perform any written agreement with any retail buyer). This loss sustained by Kenneth Steiner was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

13. The Dealer's failure to submit the application for title and fees for the transfer of the title to the Department constitutes a violation of Wis. Stats. § 342.16(1). The Department eventually did issue a title for the vehicle to Mr. Steiner and waived any fees for the transfer of the title. Accordingly, Mr. Steiner did not sustain an economic loss for the Dealer's failure to submit the application for a title to the Department. The Dealer did unnecessarily collect a license plate fee from Mr. Steiner and Mr. Steiner is out \$155.00 as a result of this mistake. However, the documents submitted in support of Mr. Steiner's claim do not include any evidence that the unnecessary collection of this fee was done so as an intentional effort to defraud Mr. Steiner. This loss sustained by Kenneth Steiner was not caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license. The two remaining components of Mr. Steiner's claim, interest and compensation for his time spent dealing with the claim, are not allowable bond claims.

14. Kenneth Steiner submitted documentation to support a bond claim of \$1295.00. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Adrian claim (TR-11-0019)

15. On July 26, 2008, Tricia Adrian purchased a 2000 Jeep Grand Cherokee, vehicle identification number 1J4GW4858YC154177, from the Dealer. Ms. Adrian also purchased an extended warranty covering the vehicle. The extended warranty purchased by Ms. Adrian was administered by Auto Life RX and cost \$1048.00. Ms. Adrian purchased the extended warranty policy through the Dealer.

16. Tricia Adrian did pay to the Dealer the \$1048.00 premium for the extended warranty; however, the Dealer never forwarded the contract for the extended warranty or the premium to Auto Life RX. Ms. Adrian was advised that the Dealer cancelled the extended warranty in August of 2009. Ms. Adrian never received a refund for the premium she paid for the warranty.

17. On September 10, 2010, Tricia Adrian filed a complaint with the Department against the Dealer. The investigator contacted the warranty company and confirmed that it had never received the contract for the extended warranty or the premium. On November 24, 2010, Tricia Adrian filed a claim against the surety bond of the Dealer in the amount of \$1048.00, the amount of the premium she had paid for the extended warranty.

18. The Dealer's retention of the premium Tricia Adrian paid for the extended warranty and failure to submit the application to Auto Life RX constitutes violations of Wis. Stat. § 218.0116(1)(c) (willfully defrauding a retail buyer) and Wis. Stat. § 218.0116(1)(cm) (willful failure to perform any written agreement with any retail buyer). The loss sustained by Tricia Adrian was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

19. Tricia Adrian submitted documentation to support a bond claim of \$1048.00. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Lukes claim (TR-11-0020)

20. On April 10, 2010, Philip R. Lukes purchased a 2003 Ford F350 truck, vehicle identification number 1FTSX31P63EC69550, from the Dealer. Mr. Lukes also

purchased an extended warranty covering the vehicle. The extended warranty purchased by Mr. Lukes was administered by Auto Life RX and cost \$995.00. Mr. Lukes purchased the extended warranty policy through the Dealer.

21. Philip Lukes did pay to the Dealer the \$995.00 premium for the extended warranty; however, the Dealer never forwarded the contract for the extended warranty or the premium to Auto Life RX. Mr. Lukes subsequently contacted Auto Life RX with questions about the warranty and was informed the Dealer had never sent the contract for the extended warranty or the premium to Auto Life RX.

22. On August 30, 2010, Mr. Lukes filed a complaint with the Department against the Dealer. The investigator contacted the warranty company and confirmed that it had never received the contract for the extended warranty or the premium. On November 18, 2010, Philip Lukes filed a claim against the surety bond of the Dealer in the amount of \$995.00, the amount of the premium he had paid for the extended warranty.

23. The Dealer's retention of the premium Philip Lukes paid for the extended warranty and failure to submit the application to Auto Life RX constitutes violations of Wis. Stat. § 218.0116(1)(c) (willfully defrauding a retail buyer) and Wis. Stat. § 218.0116(1)(cm) (willful failure to perform any written agreement with any retail buyer). The loss sustained by Philip Lukes was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

24. Philip Lukes submitted documentation to support a bond claim of \$995.00. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Schauer claim (TR-11-0021)

25. On March 13, 2010, Darrell A. Schauer purchased a 1999 Dodge Ram truck, vehicle identification number 3B7HF13Z1XG137553, from the Dealer. Mr. Schauer also purchased an extended warranty covering the vehicle. The extended warranty purchased by Mr. Schauer was administered by Auto Life RX and cost \$849.00. Mr. Schauer purchased the extended warranty policy through the Dealer.

26. Darrell Schauer did pay to the Dealer the \$849.00 premium for the extended warranty; however, the Dealer never forwarded the contract for the extended warranty or the premium to Auto Life RX. Mr. Schauer subsequently contacted Auto Life RX and was informed the Dealer had never sent the contract for the extended warranty or the premium to Auto Life RX.

27. On June 28, 2010, Mr. Schauer filed a complaint with the Department against the Dealer. The investigator contacted the warranty company and confirmed that it had never received the contract for the extended warranty or the premium. On November 23, 2010, Darrell Schauer filed a claim against the surety bond of the Dealer in the amount of \$849.00, the amount of the premium he had paid for the extended warranty.

28. The Dealer's retention of the premium Darrell Schauer paid for the extended warranty and failure to submit the application to Auto Life RX constitutes violations of Wis. Stat. § 218.0116(1)(c) (willfully defrauding a retail buyer) and Wis. Stat. § 218.0116(1)(cm) (willful failure to perform any written agreement with any retail buyer). The loss sustained by Darrell Schauer was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

29. Darrell Schauer submitted documentation to support a bond claim of \$849.00. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

Huber claim (TR-11-0042)

30. On August 6, 2009, Kimberly A. Huber purchased a 2002 Ford Escape automobile, vehicle identification number 1FMYV04132KD52972, from the Dealer. Ms. Huber also purchased an extended warranty covering the vehicle. The extended warranty purchased by Ms. Huber was administered by Auto Life RX and cost \$998.53. Ms. Huber purchased the extended warranty policy through the Dealer.

31. Kimberly Huber did pay to the Dealer the \$998.53 premium for the extended warranty; however, the Dealer never forwarded the contract for the extended warranty or the premium to Auto Life RX. Ms. Huber subsequently contacted Auto Life RX and was informed the Dealer had never sent the contract for the extended warranty or the premium to Auto Life RX.

32. On June 15, 2011, Ms. Huber filed a complaint with the Department against the Dealer. On August 15, 2011, Kimberly Huber filed a claim against the surety bond of the Dealer in the amount of \$998.53, the amount of the premium she had paid for the extended warranty.

33. The Dealer's retention of the premium Kimberly Huber paid for the extended warranty and failure to submit the application to Auto Life RX constitutes violations of Wis. Stat. § 218.0116(1)(c) (willfully defrauding a retail buyer) and Wis. Stat. § 218.0116(1)(cm) (willful failure to perform any written agreement with any retail buyer). The loss sustained by Kimberly Huber was caused by an act of the Dealer that would be grounds for the suspension or revocation of its motor vehicle dealer license.

34. Kimberly Huber submitted documentation to support a bond claim of \$998.53. The bond claim was filed within three years of the ending date of the one-year period the bond issued by the Auto Owners Insurance Company was in effect and is, therefore, a timely claim.

DISCUSSION

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

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

(a) The claim shall be for monetary damages in the amount of an actual loss suffered by the claimant.

(b) The claim arose during the period covered by the security.

(c) The claimant's loss shall be caused by an act of the licensee, or the [licensee's] agents or employees, which is grounds for suspension or revocation of any of the following:

1. A salesperson license or a motor vehicle dealer license, in the case of a secured salesperson or motor vehicle dealer, pursuant to s. 218.01 (3)(a) 1. to 14., 18. to 21., 25. or 27. to 31., Stats. *[recodified as §§ 218.0116(1)(a) to (gm), (im) to (k), (m), and (n) to (p) in Wis. Stats. (1999-2000)].*

(d) The claim must be made within 3 years of the last day of the period covered by the security. The department shall not approve or accept any surety bond or letter of credit which provides for a lesser period of protection.

Accordingly, to allow the claims filed against the security bond of the Dealer, a finding must be made that the Dealer violated one of the sections of Wis. Stat. § 218.0116(1) identified in Wis. Admin. Code § Trans 140.21(1)(c)1, and that the violation caused the loss claimed. With respect to the claims described above, the Dealer violated Wis. Stat. §§ 218.0116(1)(c) and 218.0116(1)(cm). Wis. Stat. §§ 218.0116(1)(c) and 218.0116(1)(cm) are both identified in Wis. Admin. Code § Trans 140.21(1)(c)1. The claimants sustained a loss as a result of these violations.

CONCLUSIONS OF LAW

1. The claim of Robert J. Kvapil, Jr., arose on, March 20, 2010, the date he purchased an extended warranty through the Dealer and the Dealer failed to submit the application for the extended warranty and the premium paid by Mr. Kvapil to Auto Life RX. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on January 22, 2010. The claim arose during the period covered by the surety bond.

2. Mr. Kvapil filed a claim against the motor vehicle dealer bond of the Dealer on November 18, 2010. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

3. Mr. Kvapil sustained a loss as the result of an act of the Dealer that would be grounds for suspension or revocation of the Dealer's motor vehicle dealer license. Mr. Kvapil has submitted documentation to support a claim in the amount of \$1095.00.

4. The claim of Kenneth E. Steiner arose on, March 23, 2010, the date he purchased an extended warranty through the Dealer and the Dealer failed to submit the application for the extended warranty and the premium paid by Mr. Steiner to Auto Life RX. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on January 22, 2010. The claim arose during the period covered by the surety bond.

5. Mr. Steiner filed a claim against the motor vehicle dealer bond of the Dealer on November 24, 2010. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

6. Mr. Steiner sustained a loss as the result of an act of the Dealer that would be grounds for suspension or revocation of the Dealer's motor vehicle dealer license. Mr. Steiner has submitted documentation to support a claim in the amount of \$1295.00.

7. The claim of Tricia Adrian arose on, July 26, 2008, the date she purchased an extended warranty through the Dealer and the Dealer failed to submit the application for the extended warranty and the premium paid by Ms. Adrian to Auto Life RX. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on January 22, 2008. The claim arose during the period covered by the surety bond.

8. Ms. Adrian filed a claim against the motor vehicle dealer bond of the Dealer on November 24, 2010. The bond claim was filed within three years of the last

day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

9. Ms. Adrian sustained a loss as the result of an act of the Dealer that would be grounds for suspension or revocation of the Dealer's motor vehicle dealer license. Ms. Adrian has submitted documentation to support a claim in the amount of \$1048.00.

10. The claim of Philip R. Lukes arose on, April 10, 2010, the date he purchased an extended warranty through the Dealer and the Dealer failed to submit the application for the extended warranty and the premium paid by Mr. Lukes to Auto Life RX. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on January 22, 2010. The claim arose during the period covered by the surety bond.

11. Mr. Lukes filed a claim against the motor vehicle dealer bond of the Dealer on November 18, 2010. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

12. Mr. Lukes sustained a loss as the result of an act of the Dealer that would be grounds for suspension or revocation of the Dealer's motor vehicle dealer license. Mr. Lukes has submitted documentation to support a claim in the amount of \$995.00.

13. The claim of Darrell A. Schauer arose on, March 13, 2010, the date he purchased an extended warranty through the Dealer and the Dealer failed to submit the application for the extended warranty and the premium paid by Mr. Schauer to Auto Life RX. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a one-year period commencing on January 22, 2010. The claim arose during the period covered by the surety bond.

14. Mr. Schauer filed a claim against the motor vehicle dealer bond of the Dealer on June 28, 2010. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

15. Mr. Schauer sustained a loss as the result of an act of the Dealer that would be grounds for suspension or revocation of the Dealer's motor vehicle dealer license. Mr. Schauer has submitted documentation to support a claim in the amount of \$849.00.

16. The claim of Kimberly A. Huber arose on, August 6, 2009, the date she purchased an extended warranty through the Dealer and the Dealer failed to submit the application for the extended warranty and the premium paid by Ms. Huber to Auto Life RX. The surety bond issued to the Dealer by Auto Owners Insurance Company covers a

one-year period commencing on January 22, 2009. The claim arose during the period covered by the surety bond.

17. Ms. Huber filed a claim against the motor vehicle dealer bond of the Dealer on August 15, 201. The bond claim was filed within three years of the last day of the period covered by the surety bond. Pursuant to Wis. Admin. Code § Trans 140.21(1)(d), the claim is timely.

18. Ms. Huber sustained a loss as the result of an act of the Dealer that would be grounds for suspension or revocation of the Dealer's motor vehicle dealer license. Ms. Huber has submitted documentation to support a claim in the amount of \$998.53.

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

ORDERS

1. The claim filed by Robert J. Kvapil, Jr., against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, is APPROVED in the amount of \$1095.00. Auto Owners Insurance Company shall pay Mr. Kvapil this amount for his loss attributable to the actions of the Dealer.

2. The claim filed by Kenneth E. Steiner against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, is APPROVED in the amount of \$1295.00. Auto Owners Insurance Company shall pay Mr. Steiner this amount for his loss attributable to the actions of the Dealer.

3. The claim filed by Tricia Adrian against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, is APPROVED in the amount of \$1048.00. Auto Owners Insurance Company shall pay Ms. Adrian this amount for her loss attributable to the actions of the Dealer.

4. The claim filed by Philip R. Lukes against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, is APPROVED in the amount of \$995.00. Auto Owners Insurance Company shall pay Mr. Lukes this amount for his loss attributable to the actions of the Dealer.

5. The claim filed by Darrell A. Schauer against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, is APPROVED in the amount of \$849.00. Auto Owners Insurance Company shall pay Mr. Schauer this amount for his loss attributable to the actions of the Dealer.

6. The claim filed by Kimberly A. Huber against the motor vehicle dealer bond of Hagen Motors and Wilson Motors, Inc., d/b/a Indianhead Motors, is APPROVED in the amount of \$998.53. Auto Owners Insurance Company shall pay Ms. Huber this amount for her loss attributable to the actions of the Dealer.

Dated at Madison, Wisconsin on January 25, 2012.

STATE OF WISCONSIN
DIVISION OF HEARINGS AND APPEALS
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By:

MARK KAISER
ADMINISTRATIVE LAW JUDGE

NOTICE

Set out below is a list of alternative methods available to persons who may wish to obtain review of the attached decision of the Administrative Law Judge. This notice is provided to insure compliance with Wis. Stat. § 227.48 and sets out the rights of any party to this proceeding to petition for rehearing and administrative or judicial review of an adverse decision.

1. Any person aggrieved by the attached order may within twenty (20) days after service of such order or decision file with the Department of Transportation a written petition for rehearing pursuant to Wis. Stat. § 227.49. A copy of any such petition for rehearing should also be provided to the Administrative Law Judge who issued the order. Rehearing may only be granted for those reasons set out in Wis. Stat. § 227.49(3). A petition under this section is not a prerequisite for judicial review under Wis. Stat. §§ 227.52 and 227.53.

2. Any person aggrieved by the attached decision which adversely affects the substantial interests of such person by action or inaction, affirmative or negative in form is entitled to judicial review by filing a petition therefore in accordance with the provisions of Wis. Stat. §§ 227.52 and 227.53. Said petition must be filed within thirty (30) days after service of the agency decision sought to be reviewed. If a rehearing is requested as noted in paragraph (1) above, any party seeking judicial review shall serve and file a petition for review within thirty (30) days after service of the order disposing of the rehearing application or within thirty (30) days after final disposition by operation of law. Pursuant to Wis. Admin. Code § TRANS 140.26(7), the attached final decision of the Administrative Law Judge is a final decision of the Department of Transportation, so any petition for judicial review shall name the Department of Transportation as the respondent. The Department of Transportation shall be served with a copy of the petition either personally or by certified mail. The address for service is:

Office of General Counsel
4802 Sheboygan Avenue, Room 115B
Wisconsin Department of Transportation
Madison, Wisconsin 53705

Persons desiring to file for judicial review are advised to closely examine all provisions of Wis. Stat. § 227.52 and 227.53 to insure strict compliance with all its requirements.