



7-11-2007

DEPARTMENT OF SAFETY, EASTERN
DIVISION, vs. SUBJECT: One 1991
NissanSentra, Vin No.: 1N4EB32A9MC787046,
Seized From: Jorge Ivan Mendez, Date of Seizure:
31 October 2002, Claimant: Jorge Ivan Mendez,
Lien Holder: None, Agency: 3rd Judicial Task
Force.

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**BEFORE THE COMMISSIONER FOR THE
TENNESSEE DEPARTMENT OF SAFETY**

IN THE MATTER OF:

**DEPARTMENT OF SAFETY,
EASTERN DIVISION,**

v.

SUBJECT:

**One 1991 NissanSentra,
Vin No.: 1N4EB32A9MC787046,
Seized From: Jorge Ivan Mendez,
Date of Seizure: 31 October 2002,
Claimant: Jorge Ivan Mendez,
Lien Holder: None,
Agency: 3rd Judicial Task Force.**

**DOCKET NO: 19.01-096164J
D.O.S. CASE No. B6249**

INITIAL DEFAULT ORDER

THIS MATTER was heard in Knoxville, Tennessee, on 11 July 2007, before William J. Reynolds, Administrative Law Judge, assigned by the Secretary of State, and sitting for the Commissioner of the Tennessee Department of Safety. Lori Long represented the Department.

THE SUBJECT of this hearing was a “show cause” hearing to determine why the subject vehicle should not be forfeited to the Department because the Claimant had failed to abide by the terms of a settlement agreement entered on March 17, 2003.

The Department introduced evidence that Claimant had entered a settlement agreement with the state, which is memorialized in the “Order of Compromise and Settlement” entered on March 17, 2003. The Department then moved to dismiss Claimant’s claim and enter a default against Claimant.

In support of its motion, the State introduced evidence that notice of this hearing was sent to the Claimant and received pursuant to *TRCP, Rule 4.05(5)*. The Department also introduced an envelope sent certified mail, return, receipt requested, revealing attempted deliveries in May and June of 2007. The envelope has the notation “Return to Sender Unclaimed Unable to Forward.” Service is deemed “actual and valid”.

It is determined that the Department made reasonable attempts at service of notice upon the Claimant. Accordingly, Claimant had notice of the hearing and failed to appear. Because the Claimant was absent from the hearing, he could not show cause why the vehicle should not be forfeited to the Department, and was found to be in **DEFAULT**.

After consideration of the evidence offered, the arguments of counsel, and the entire record in this matter, it is **ORDERED** that the seized vehicle be **FORFEITED** to the seizing agency. This decision is based upon the following Findings of Fact and Conclusions of Law.

CONCLUSIONS OF LAW

1. The Claimant failed to abide by the settlement agreement entered by order of March 17, 2003. The order clearly states:

It is further **ORDERED** that, if the Petitioner fails to comply with the terms of this settlement within thirty (30) days from the date of this **ORDER**, the **CAPTIONED PROPERTY** will be forfeited to the Seizing Agency subject to any other valid claims which may have been filed in this case.

2. After receiving actual, valid, and proper notice of the hearing, the Claimant failed to appear to show cause why the vehicle should not be forfeited to the seizing agency.

Accordingly, it is **ORDERED** that the above captioned vehicle be immediately **FORFEITED** to the seizing agency

ORDERED AND ENTERED this 12th day of October, 2007.

WILLIAM J. REYNOLDS
ADMINISTRATIVE JUDGE

FILED in the Administrative Procedures Division, Office of the Secretary of State, this 12th day of October, 2007.

A handwritten signature in black ink, reading "Thomas G. Stovall". The signature is written in a cursive style with a large, sweeping initial 'T'.

THOMAS G. STOVALL, DIRECTOR
ADMINISTRATIVE PROCEDURES DIVISION