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5-21-2008

Danny J. G1014 Ely, 1999 Pontiac Grand Am,
V.I.N. # 1G2NE52E8XM749536, Seized from:
Danny J. Ely, Seizure date: March 7, 2007,
Claimant: Danny J. Ely

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

IN THE MATTER OF:

**Danny J. (G1014) Ely
1999 Pontiac Grand Am
V.I.N. # 1G2NE52E8XM749536
Seized from: Danny J. Ely
Seizure date: March 7, 2007
Claimant: Danny J. Ely**

DOCKET NO: 19.01-099095J

INITIAL DEFAULT ORDER

This show cause hearing was heard in Fall Branch, Tennessee on May 21, 2008, before Joyce Carter-Ball, Administrative Law Judge, assigned by the Secretary of State, and sitting for the Commissioner of the Tennessee Department of Safety. Nina Harris, Staff Attorney for the Department of Safety, represented the State. The Claimant, Danny J. Ely, represented himself.

The subject of this hearing was the proposed forfeiture of the subject property for failure of the Claimant to fulfill the requirements of the Order of Compromise and Settlement he entered into on February 13, 2008. Prior to the Order of Compromise and Settlement, the vehicle was subject to seizure and forfeiture for its alleged use in violation of T.C.A. §53-11-201 et seq. and §40-33-201 et seq.

FINDINGS OF FACT

1. According to the Notice of Property Seizure, the person in possession of the vehicle at the time of seizure was Danny J. Ely of 2036 Faulk Lane, Kingsport, Tennessee. The owner of the property was listed as Danny J. Ely. Mr. Ely filed a claim for the vehicle. Mr. Ely then entered into an Order of Compromise and Settlement with the Department, which became effective on February 13, 2008, in which he agreed to pay \$1500.00 to the 2nd Judicial Drug Task Force. The Order informed him that he must take possession of the captioned vehicle within 30 days or his interest would be defaulted to the seizing agency.

2. The deadline for Mr. Ely to fulfill the terms of the Order of Compromise and settlement was March 13, 2008. To date, Mr. Ely has not paid the accumulated costs or reclaimed the vehicle.

3. On April 16, 2008, the Department of Safety notified Mr. Ely that, as he had failed to comply with the 30 day deadline in the Order of Compromise and settlement, a hearing had been set for May 21, 2008, for Mr. Ely to show cause why his interest in the captioned vehicle should not be forfeited to the seizing agency.

4. Mr. Ely attended the hearing on May 21, 2008, representing himself. The Department informed him that the cost of redeeming the captioned vehicle would be the original \$1,500, excluding the \$300.00 storage charges. Notice that storage costs would accrue after the 30 day deadline was included in the Order of Compromise and Settlement.

5. The Claimant testified that he did not have the money to take custody of the vehicle earlier.

6. The Department argued that by his failure to comply with the Order of Compromise and Settlement, the Claimant had defaulted his interest in the captioned vehicle, and that it should therefore be forfeited to the seizing agency, pursuant to the terms of the Order of Compromise and Settlement.

CONCLUSIONS OF LAW

1. This matter pends upon the failure of the Claimant to comply with the terms of an Order of Compromise and Settlement into which he entered with the Department. The Order of Compromise and Settlement, effective February 13, 2008, required the Claimant to pay the 2nd Judicial Drug Task Force a sum of \$1500.00. In return, the 1999 Pontiac Grand Am would be restored to the Claimant. The Order further held that if the Claimant failed to comply with the terms of the settlement within 30 days from the effective date of the Order, the captioned property (1999 Pontiac Gram Am) would be forfeited to the seizing agency, subject to any valid claims filed in this matter. The Order further required the Claimant to pay all towing and storage costs, the latter to begin accruing within five days from the effective date of the Order.

2. By his failure to complete his obligations under the Order, he has triggered the provision that forfeits the captioned property to the seizing agency, subject to any other valid claims. There are no other valid claims in the record.

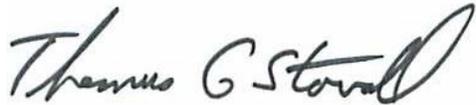
3. Therefore, Claimant has **30 days** from the date of this order to pay the \$1500.00 and take custody of the subject vehicle, according to the terms of the Order of Settlement and Compromise.

4. However, if the Claimant **fails** to pay the **\$1500.00** and take custody of the subject vehicle within **30 days** of the date of this order, it is **ORDERED** that the subject vehicle be **forfeited** to the seizing agency, to be disposed of as provided by law.

This Initial Order entered and effective this 28th day of May, 2008.

Joyce Carter-Ball
Administrative Judge

Filed in the Administrative Procedures Division, Office of the Secretary of State,
this 28th day of May, 2008.



Thomas G. Stovall, Director
Administrative Procedures Division