

1 STATE OF OKLAHOMA

2 1st Session of the 54th Legislature (2013)

3 COMMITTEE SUBSTITUTE

4 FOR ENGROSSED

5 SENATE BILL NO. 387

By: Mazzei of the Senate

and

Sears of the House

6
7
8
9 COMMITTEE SUBSTITUTE

10 [motor vehicles - modifying certain provisions dealing
11 with new motor vehicle dealers - requiring certain
12 employees complete criminal history inquiry -
13 deleting authorization for certain plate -
14 authorizing criminal background check - effective
15 date]

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19 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

20 SECTION 1. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 561.1 of Title 47, unless there
22 is created a duplication in numbering, reads as follows:

23 In the exercise of its police powers and to accomplish the
24 legislative findings and declaration in Section 561 of this title,

1 this chapter and any amendments to this chapter from time to time
2 shall apply only to all existing and future franchises.

3 SECTION 2. AMENDATORY 47 O.S. 2011, Section 562, is
4 amended to read as follows:

5 Section 562. The following words, terms and phrases, when used
6 in Sections 561 through 567, 572, 578.1, 579 and 579.1 of this
7 title, shall have the meanings respectively ascribed to them in this
8 section, except where the context clearly indicates a different
9 meaning:

10 1. "Motor vehicle" means any motor-driven vehicle required to
11 be registered under the Oklahoma Vehicle License and Registration
12 Act except recreational vehicles, as defined in the Recreational
13 Vehicle Franchise Act, all-terrain vehicles, utility vehicles, and
14 motorcycles used exclusively for off-road use;

15 2. "New motor vehicle dealer" means any person, firm,
16 association, corporation or trust not excluded by this paragraph who
17 sells, offers for sale, advertises to sell, leases or displays new
18 motor vehicles and holds a bona fide contract or franchise in effect
19 with a manufacturer or distributor authorized by the manufacturer to
20 make predelivery preparation of such vehicles sold to purchasers and
21 to perform post-sale work pursuant to the manufacturer's or
22 distributor's warranty. As used herein, "authorized predelivery
23 preparation" means the rendition by the dealer of services and
24 safety adjustments on each new motor vehicle in accordance with the

1 procedure and safety standards required by the manufacturer of the
2 vehicle to be made before its delivery to the purchaser.

3 "Performance of authorized post-sale work pursuant to the warranty",
4 as used herein, means the rendition of services which are required
5 by the terms of the warranty that stands extended to the vehicle at
6 the time of its sale and are to be made in accordance with the
7 safety standards prescribed by the manufacturer. The term includes
8 premises or facilities at which a person engages only in the repair
9 of motor vehicles if repairs are performed pursuant to the terms of
10 a franchise and motor vehicle manufacturer's warranty. However, the
11 term shall not include premises or facilities at which a new motor
12 vehicle dealer or dealers within the area of responsibility of such
13 dealer or dealers as defined in the manufacturer's franchise
14 agreement of such dealer or dealers performs motor vehicle repairs
15 pursuant to the terms of a franchise and motor vehicle
16 manufacturer's warranty. For the purpose of Sections 561 through
17 567, 572, 578.1, 579 and 579.1 of this title, the terms "new motor
18 vehicle dealer" and "new motor vehicle dealership" shall be
19 synonymous. The term "new motor vehicle dealer" does not include:

- 20 a. receivers, trustees, administrators, executors,
21 guardians or other persons appointed by or acting
22 under judgment or order of any court,
- 23 b. public officers while performing or in operation of
24 their duties, or

1 c. employees of persons, corporations or associations
2 enumerated in subparagraph a of this paragraph when
3 engaged in the specific performance of their duties as
4 such employees;

5 3. "Motor vehicle salesperson" means any person who, for gain
6 or compensation of any kind, either directly or indirectly,
7 regularly or occasionally, by any form of agreement or arrangement,
8 sells or negotiates for the sale of any new motor vehicle for any
9 new motor vehicle dealer to any one or more third parties;

10 4. "Commission" means the Oklahoma Motor Vehicle Commission;

11 5. "Manufacturer" means any person, firm, association,
12 corporation or trust, resident or nonresident, who manufactures or
13 assembles new and unused motor vehicles or who engages in the
14 fabrication or assembly of motorized vehicles of a type required to
15 be registered in the State of Oklahoma;

16 6. "Distributor" means any person, firm, association,
17 corporation or trust, resident or nonresident, who, being authorized
18 by the original manufacturer, in whole or in part sells or
19 distributes new and unused motor vehicles to motor vehicle dealers,
20 or who maintains distributor representatives;

21 7. "Factory branch" means any branch office maintained by a
22 person, firm, association, corporation or trust who manufactures or
23 assembles motor vehicles for the sale of motor vehicles to
24 distributors, or for the sale of motor vehicles to motor vehicle

1 dealers, or for directing or supervising, in whole or in part, its
2 representatives;

3 8. "Distributor branch" means any branch office similarly
4 maintained by a distributor for the same purposes a factory branch
5 is maintained;

6 9. "Factory representative" means any officer or agent engaged
7 as a representative of a manufacturer of motor vehicles or by a
8 factory branch, for the purpose of making or promoting the sale of
9 its motor vehicles, or for supervising or contacting its dealers or
10 prospective dealers;

11 10. "Distributor representative" means any person, firm,
12 association, corporation or trust and each officer and employee
13 thereof engaged as a representative of a distributor or distributor
14 branch of motor vehicles, for the purpose of making or promoting the
15 sale of its motor vehicles, or for supervising or contacting its
16 dealers or prospective dealers;

17 11. "Franchise" means any contract or agreement between a motor
18 vehicle dealer and a manufacturer of a new motor vehicle or its
19 distributor or factory branch by which the dealer is authorized to
20 engage in the business of selling any specified make or makes of new
21 motor vehicles or any contract, agreement or amendment thereto that
22 establishes rights or obligations, or both, relating to the dealer's
23 new motor vehicle operation, including agreements relating to the
24 dealership premises and/or facilities;

1 12. "New or unused motor vehicle" means a vehicle which is in
2 the possession of the manufacturer or distributor or has been sold
3 only to the holder of a valid selling agreement, franchise or
4 contract, granted by the manufacturer or distributor for the sale of
5 that make of new vehicle so long as the manufacturer's statement of
6 origin has not been assigned to anyone other than a licensed
7 franchised new motor vehicle dealer of the same line-make;

8 13. "Area of responsibility" means the geographical area, as
9 designated by the manufacturer, factory branch, factory
10 representative, distributor, distributor branch or distributor
11 representative, in which the new motor vehicle dealer is held
12 responsible for the promotion and development of sales and rendering
13 of service for the make of motor vehicle for which the motor vehicle
14 dealer holds a franchise or selling agreement;

15 14. "Off premises" means at a location other than the address
16 designated on the new motor vehicle dealer's license;

17 15. "Sponsoring entity" means any person, firm, association,
18 corporation or trust which has control, either permanently or
19 temporarily, over the real property upon which the off-premise sale
20 or display is conducted;

21 16. "Product" means new motor vehicles and new motor vehicle
22 parts;

23 17. "Service" means motor vehicle warranty repairs including
24 both parts and labor;

1 18. "Lead" means a consumer contact in response to a factory
2 program designed to generate interest in purchasing or leasing a new
3 motor vehicle;

4 19. "Sell or sale" means to sell or lease; and

5 20. "Factory" means a manufacturer, distributor, factory
6 branch, distributor branch, factory representative or distributor
7 representative, which manufactures or distributes vehicle products.

8 SECTION 3. AMENDATORY 47 O.S. 2011, Section 565, is
9 amended to read as follows:

10 Section 565. A. The Oklahoma Motor Vehicle Commission may deny
11 an application for a license, or revoke or suspend a license or
12 impose a fine not to exceed Ten Thousand Dollars (\$10,000.00)
13 against a manufacturer or distributor or a fine not to exceed One
14 Thousand Dollars (\$1,000.00) against a dealer per occurrence that
15 any provision of Sections 561 through 567, 572, 578.1, 579 and 579.1
16 of this title is violated or for any of the following reasons:

17 1. On satisfactory proof of unfitness of the applicant in any
18 application for any license under the provisions of Section 561 et
19 seq. of this title;

20 2. For any material misstatement made by an applicant in any
21 application for any license under the provisions of Section 561 et
22 seq. of this title;

1 3. For any failure to comply with any provision of Section 561
2 et seq. of this title or any rule promulgated by the Commission
3 under authority vested in it by Section 561 et seq. of this title;

4 4. A change of condition after license is granted resulting in
5 failure to maintain the qualifications for license;

6 5. Being a new motor vehicle dealer or new motor vehicle
7 salesperson who:

8 a. has required a purchaser of a new motor vehicle, as a
9 condition of sale and delivery thereof, to also
10 purchase special features, appliances, accessories or
11 equipment not desired or requested by the purchaser
12 and installed by the dealer,

13 b. uses any false or misleading advertising in connection
14 with business as a new motor vehicle dealer or vehicle
15 salesperson,

16 c. has committed any unlawful act which resulted in the
17 revocation of any similar license in another state,

18 d. has failed or refused to perform any written agreement
19 with any retail buyer involving the sale of a motor
20 vehicle,

21 e. has been convicted of a crime involving moral
22 turpitude,

23 f. has committed a fraudulent act in selling, purchasing
24 or otherwise dealing in new motor vehicles or has

1 misrepresented the terms and conditions of a sale,
2 purchase or contract for sale or purchase of a new
3 motor vehicle or any interest therein including an
4 option to purchase such vehicle, or

- 5 g. has failed to meet or maintain the conditions and
6 requirements necessary to qualify for the issuance of
7 a license;

8 6. Being a new motor vehicle salesperson who is not employed as
9 such by a licensed new motor vehicle dealer;

10 7. Being a new motor vehicle dealer who:

- 11 a. does not have an established place of business,
12 b. does not provide for a suitable repair shop separate
13 from the display room with ample space to repair or
14 recondition one or more vehicles at the same time, and
15 which is equipped with such parts, tools and equipment
16 as may be requisite for the servicing of motor
17 vehicles in such a manner as to make them comply with
18 the safety laws of this state and to properly fulfill
19 the dealer's or manufacturer's warranty obligation,
20 c. does not hold a franchise in effect with a
21 manufacturer or distributor of new or unused motor
22 vehicles for the sale of the same and is not
23 authorized by the manufacturer or distributor to
24 render predelivery preparation of such vehicles sold

1 to purchasers and to perform any authorized post-sale
2 work pursuant to the manufacturer's or distributor's
3 warranty,

4 d. employs unlicensed salespersons, or employs or
5 utilizes the services of used motor vehicle lots or
6 dealers or other unlicensed persons in connection with
7 the sale of new motor vehicles,

8 e. does not properly service a new motor vehicle before
9 delivery of same to the original purchaser thereof, or

10 f. fails to order and stock a reasonable number of new
11 motor vehicles necessary to meet customer demand for
12 each of the new motor vehicles included in the new
13 motor vehicle dealer's franchise agreement, unless the
14 new motor vehicles are not readily available from the
15 manufacturer or distributor due to limited production;

16 8. Being a factory that has:

17 a. either induced or attempted to induce by means of
18 coercion or intimidation, any new motor vehicle
19 dealer:

20 (1) to accept delivery of any motor vehicle or
21 vehicles, parts or accessories therefor, or any
22 other commodities including advertising material
23 which shall not have been ordered by the new
24 motor vehicle dealer,

1 (2) to order or accept delivery of any motor vehicle
2 with special features, appliances, accessories or
3 equipment not included in the list price of the
4 motor vehicles as publicly advertised by the
5 manufacturer thereof, or

6 (3) to order or accept delivery of any parts,
7 accessories, equipment, machinery, tools,
8 appliances or any commodity whatsoever, or

9 b. induced under threat or discrimination by the
10 withholding from delivery to a motor vehicle dealer
11 certain models of motor vehicles, changing or amending
12 unilaterally the dealer's allotment of motor vehicles
13 and/or withholding and delaying delivery of such
14 vehicles out of the ordinary course of business, in
15 order to induce by such coercion any such dealer to
16 participate or contribute to any local or national
17 advertising fund controlled directly or indirectly by
18 the factory or for any other purposes such as contest,
19 "give-aways" or other so-called sales promotional
20 devices and/or change of quotas in any sales contest;
21 or has required motor vehicle dealers, as a condition
22 to receiving their vehicle allotment, to order a
23 certain percentage of the vehicles with optional
24 equipment not specified by the new motor vehicle

1 dealer; however, nothing in this section shall
2 prohibit a factory from supporting an advertising
3 association which is open to all dealers on the same
4 basis;

5 9. Being a factory that:

6 a. has attempted to coerce or has coerced any new motor
7 vehicle dealer to enter into any agreement or to
8 cancel any agreement, or fails to act in good faith
9 and in a fair, equitable and nondiscriminatory manner;
10 or has directly or indirectly coerced, intimidated,
11 threatened or restrained any motor vehicle dealer; or
12 has acted dishonestly, or has failed to act in
13 accordance with the reasonable standards of fair
14 dealing,

15 b. has failed to compensate its dealers for the work and
16 services they are required to perform in connection
17 with the dealer's delivery and preparation obligations
18 according to the agreements on file with the
19 Commission which must be found by the Commission to be
20 reasonable, or fail to adequately and fairly
21 compensate its dealers for labor, parts and other
22 expenses incurred by such dealer to perform under and
23 comply with manufacturer's warranty agreements. ~~In~~
24 ~~determining whether the warranty compensation is~~

1 ~~adequate~~ Adequate and fair, ~~the Commission shall~~
2 ~~consider the amount that is charged by the dealer or~~
3 ~~dealers in their areas of responsibility to their~~
4 ~~nonwarranty work of like kind~~ compensation for parts
5 shall be established by the dealer submitting to the
6 manufacturer or distributor one hundred sequential
7 nonwarranty customer-paid service repair orders which
8 contain warranty-like parts, or sixty (60) consecutive
9 days of nonwarranty customer-paid service repair
10 orders which contain warranty-like parts, whichever is
11 less, covering repairs made no more than one hundred
12 eighty (180) days before the submission and declaring
13 the average percentage markup. Adequate and fair
14 compensation for labor shall be established by the
15 dealer submitting to the manufacturer or distributor
16 one hundred sequential customer-paid service repair
17 orders which contain labor charges, or thirty (30)
18 consecutive days of customer-paid service repair
19 orders which contain labor charges, whichever is less.
20 The average of the parts markup and/or labor rates
21 shall be presumed to be fair and reasonable; however,
22 a manufacturer or distributor may, not later than
23 thirty (30) days after submission, rebut that
24 presumption in writing by reasonably substantiating

1 that the rate is unfair and unreasonable in light of
2 the practices of all other franchised motor vehicle
3 dealers in the vicinity offering the same line-make
4 vehicles. The retail rate shall go into effect thirty
5 (30) days following the declaration, subject to audit
6 of the submitted repair orders by the franchisor and a
7 rebuttal of the declared rate as described above. If
8 the declared rate is rebutted, the manufacturer or
9 distributor shall propose an adjustment in writing of
10 the average percentage markup based on that rebuttal
11 not later than thirty (30) days after submission. If
12 the dealer does not agree with the proposed average
13 percentage markup, the dealer may file a protest with
14 the Commission not later than thirty (30) days after
15 receipt of that proposal by the manufacturer or
16 distributor. In the event a protest is filed, the
17 manufacturer or distributor shall have the burden
18 of proof to establish the new motor vehicle dealer's
19 submitted rate was unreasonable in light of the
20 dealer's retail rates. A manufacturer or
21 distributor may not recover its costs for
22 reimbursement of warranty claims under this
23 provision from any dealer. A manufacturer or
24 distributor may not take any adverse action or

1 retaliate against any new motor vehicle dealer
2 seeking to exercise its rights under this
3 provision. All claims made by dealers for
4 compensation for delivery, preparation and warranty
5 work shall be paid within thirty (30) days after
6 approval and shall be approved or disapproved within
7 thirty (30) days after receipt. When any claim is
8 disapproved, the dealer shall be notified in writing
9 of the grounds for disapproval. The dealer's
10 delivery, preparation and warranty obligations as
11 filed with the Commission shall constitute the
12 dealer's sole responsibility for product liability as
13 between the dealer and manufacturer. A factory may
14 reasonably and periodically audit a new motor vehicle
15 dealer to determine the validity of paid claims for
16 dealer compensation or any charge-backs for warranty
17 parts or service compensation. Audits of warranty
18 payments shall only be for the one-year period
19 immediately following the date of the payment. A
20 manufacturer shall reserve the right to reasonable,
21 periodic audits to determine the validity of paid
22 claims for dealer compensation or any charge-backs for
23 consumer or dealer incentives. Audits of incentive
24 payments shall only be for a one-year period

1 immediately following the date of the payment. A
2 factory shall not deny a claim or charge a new motor
3 vehicle dealer back subsequent to the payment of the
4 claim unless the factory can show that the claim was
5 false or fraudulent or that the new motor vehicle
6 dealer failed to reasonably substantiate the claim by
7 the written reasonable procedures of the factory. The
8 factory shall provide written notice to a dealer
9 with the specific audit results and proposed
10 charge-back amount. A dealer that receives notice
11 of a proposed charge-back pursuant to a factory's
12 audit has the right to file a protest with the
13 Commission within thirty (30) days after receipt of
14 the notice of the charge-back or audit results,
15 whichever is later. The factory is prohibited
16 from implementing the charge-back or debiting the
17 dealer's account until either the time frame for
18 filing a protest has passed or a final adjudication
19 is rendered by the Commission, whichever is later,
20 ~~or~~

21 c. unreasonably fails or refuses to offer to its same
22 line-make franchised dealers all models manufactured
23 for that line-make, or unreasonably requires a dealer
24 to pay any extra fee, purchase unreasonable

1 advertising displays or other materials, or remodel,
2 renovate, or recondition the dealer's existing
3 facilities as a prerequisite to receiving a model or
4 series of vehicles. The failure to deliver any such
5 new motor vehicle shall not be considered a violation
6 of the section if the failure is not arbitrary or is
7 due to lack of manufacturing capacity or to a strike
8 or labor difficulty, a shortage of materials, a
9 freight embargo or other cause over which the
10 manufacturer has no control. However, this
11 subparagraph shall not apply to recreational vehicles
12 or limited production model vehicles,

13 d. requires or attempts to require a new motor
14 vehicle dealer to construct a new facility or
15 substantially renovate the new motor vehicle
16 dealer's existing facility unless the facility
17 construction or renovation is justified by the
18 economic conditions existing at the time, as well
19 as the reasonably foreseeable projections, in the
20 automotive industry and the new motor vehicle
21 dealer's relevant market and the factory agrees in
22 writing to supply the dealer with a reasonable
23 quantity and mix of additional new motor vehicles,
24 which as determined by a reasonable analysis of

1 market conditions, are projected to meet the sales
2 levels necessary to support the increased overhead
3 incurred by the new motor vehicle dealer as a
4 result of the construction or renovation. The
5 factory has the burden to establish that the facility
6 request is justified based on the reasons set forth
7 herein,

8 e. requires or attempts to require a new motor
9 vehicle dealer to establish or maintain an
10 exclusive facility; provided, that this provision
11 shall not restrict the terms of any agreement for
12 such exclusive facility voluntarily entered into
13 and supported by valuable consideration separate
14 from the new motor vehicle dealer's right to sell
15 and service motor vehicles for the franchisor,

16 f. requires or attempts to require a new motor
17 vehicle dealer to enter into or maintain a site-
18 control agreement covering any or all of the new
19 motor vehicle dealer's facilities or premises;
20 provided, that this provision shall not restrict
21 the terms of any site-control agreement
22 voluntarily entered into and supported by valuable
23 consideration separate from the new motor vehicle
24 dealer's right to sell and service motor vehicles

1 for the franchisor. Notwithstanding the foregoing or
2 the terms of any site-control agreement, a site-
3 control agreement automatically extinguishes if a
4 franchise that operated from the location that was the
5 subject of the site-control agreement is terminated by
6 the factory as part of the discontinuance of a product
7 line or otherwise terminated without good cause,

8 g. denies or attempts to deny a new motor vehicle
9 dealer the benefit of any facility-based incentive
10 payment or allowance if the new motor vehicle dealer
11 has substantially complied with the factory's facility
12 image program or requirements, or

13 h. denies or attempts to deny a new motor vehicle
14 dealer the benefit of any facility-based incentive
15 payment or allowance that is calculated on a per-
16 vehicle basis, if the new motor vehicle dealer
17 cannot comply with the factory's facility and/or
18 image requirements due to state or local law or
19 ordinance, or if the factory's facility and/or
20 image requirements are not economically justified.

21 A factory that refuses to provide the dealer with
22 the benefit described herein possesses the burden
23 to establish that the factory's facility and/or
24 image requirements were feasible pursuant to state

1 or local law or ordinance and/or economically
2 justified. This provision is not intended to prevent
3 a factory from providing an incentive payment or
4 allowance to a dealer on a lump-sum basis that is
5 designed to reimburse the dealer either in whole
6 or in part for the dealer's expenditures related
7 to a factory-approved facility upgrade, renovation
8 or alteration;

9 10. Being a factory that establishes a system of motor vehicle
10 allocation or distribution which is unfair, inequitable or
11 unreasonably discriminatory. Upon the request of any dealer
12 franchised by it, a factory shall disclose in writing to the dealer
13 the basis upon which new motor vehicles are allocated, scheduled and
14 delivered among the dealers of the same line-make for that factory;

15 11. Being a factory that sells directly or indirectly new motor
16 vehicles or services to any retail consumer in the state except
17 through a new motor vehicle dealer holding a franchise for the line-
18 make that includes the new motor vehicle. This paragraph does not
19 apply to factory sales of new motor vehicles to its employees,
20 family members of employees, retirees and family members of
21 retirees, not-for-profit organizations or the federal, state or
22 local governments. The provisions of this paragraph shall not
23 preclude a factory from providing information to a consumer for the
24 purpose of marketing or facilitating a sale of a new motor vehicle

1 or from establishing a program to sell or offer to sell new motor
2 vehicles through participating dealers;

3 12. a. Being a factory which directly or indirectly:

4 (1) owns any ownership interest or has any financial
5 interest in a new motor vehicle dealer or any
6 person who sells products or services to the
7 public,

8 (2) operates or controls a new motor vehicle dealer,
9 or

10 (3) acts in the capacity of a new motor vehicle
11 dealer.

12 b. (1) This paragraph does not prohibit a factory from
13 owning or controlling a new motor vehicle dealer
14 while in a bona fide relationship with a dealer
15 development candidate who has made a substantial
16 initial investment in the franchise and whose
17 initial investment is subject to potential loss.
18 The dealer development candidate can reasonably
19 expect to acquire full ownership of a new motor
20 vehicle dealer within a reasonable period of time
21 not to exceed ten (10) years and on reasonable
22 terms and conditions. The ten-year acquisition
23 period may be expanded for good cause shown.
24

1 (2) This paragraph does not prohibit a factory from
2 owning, operating, controlling or acting in the
3 capacity of a motor vehicle dealer for a period
4 not to exceed twelve (12) months during the
5 transition from one dealer to another dealer if
6 the dealership is for sale at a reasonable price
7 and on reasonable terms and conditions to an
8 independent qualified buyer. On showing by a
9 factory of good cause, the Oklahoma Motor Vehicle
10 Commission may extend the time limit set forth
11 above; extensions may be granted for periods not
12 to exceed twelve (12) months.

13 (3) This paragraph does not prohibit a factory from
14 owning, operating or controlling or acting in the
15 capacity of a motor vehicle dealer which was in
16 operation prior to January 1, 2000.

17 (4) This paragraph does not prohibit a factory from
18 owning, directly or indirectly, a minority
19 interest in an entity that owns, operates or
20 controls motor vehicle dealerships of the same
21 line-make franchised by the manufacturer,
22 provided that each of the following conditions
23 are met:
24

- 1 (a) all of the motor vehicle dealerships selling
2 the motor vehicles of that manufacturer in
3 this state trade exclusively in the line-
4 make of that manufacturer,
- 5 (b) all of the franchise agreements of the
6 manufacturer confer rights on the dealer of
7 the line-make to develop and operate, within
8 a defined geographic territory or area, as
9 many dealership facilities as the dealer and
10 manufacturer shall agree are appropriate,
- 11 (c) at the time the manufacturer first acquires
12 an ownership interest or assumes operation,
13 the distance between any dealership thus
14 owned or operated and the nearest
15 unaffiliated motor vehicle dealership
16 trading in the same line-make is not less
17 than seventy (70) miles,
- 18 (d) during any period in which the manufacturer
19 has such an ownership interest, the
20 manufacturer has no more than three
21 franchise agreements with new motor vehicle
22 dealers licensed by the Oklahoma Motor
23 Vehicle Commission to do business within the
24 state, and

1 (e) prior to January 1, 2000, the factory shall
2 have furnished or made available to
3 prospective motor vehicle dealers an
4 offering-circular in accordance with the
5 Trade Regulation Rule on Franchising of the
6 Federal Trade Commission, and any guidelines
7 and exemptions issued thereunder, which
8 disclose the possibility that the factory
9 may from time to time seek to own or
10 acquire, directly or indirectly, ownership
11 interests in retail dealerships;

12 13. Being a factory which directly or indirectly makes
13 available for public disclosure any proprietary information provided
14 to the factory by a new motor vehicle dealer, other than in
15 composite form to dealers in the same line-make or in response to a
16 subpoena or order of the Commission or a court. Proprietary
17 information includes, but is not limited to, information based on:

- 18 a. any information derived from monthly financial
19 statements provided to the factory, and
20 b. any information regarding any aspect of the
21 profitability of a particular new motor vehicle
22 dealer;

23 14. Being a factory which does not provide or direct leads in a
24 fair, equitable and timely manner. Nothing in this paragraph shall

1 be construed to require a factory to disregard the preference of a
2 consumer in providing or directing a lead;

3 15. Being a factory ~~which used the customer~~ that accesses,
4 obtains, views or otherwise uses dealership information or customer
5 data maintained by the new motor vehicle dealer or on the dealer's
6 management computer system without first obtaining prior express
7 written permission from the dealer for such access, which permission
8 may be withheld within the dealer's sole discretion. Before
9 accessing, obtaining, viewing or otherwise using any dealership
10 information or customer data as described herein, the factory must
11 provide the dealer a detailed, written explanation of what
12 dealership information and/or customer data the factory requests
13 access to and how the factory intends to utilize the dealership
14 information or customer data. Any permission given by the dealer as
15 described herein shall be strictly limited to the intended use as
16 provided by the factory's written notice. Notwithstanding the terms
17 of any agreement, no factory shall use dealership information,
18 including but not limited to the dealer's customer list ~~of a new~~
19 motor vehicle dealer for the purpose of unfairly competing with
20 dealers. Notwithstanding the terms of any agreement, no factory
21 shall use a dealer's, or former dealer's, customer list without
22 first obtaining prior express written permission from the dealer for
23 such use and providing fair and adequate compensation to the dealer,
24

1 or former dealer, for the use of the customer list, which agreement
2 shall be in the dealer's sole discretion;

3 16. Being a factory which prohibits a new motor vehicle dealer
4 from relocating after a written request by such new motor vehicle
5 dealer if:

6 a. the facility and the proposed new location satisfies
7 or meets the written reasonable guidelines of the
8 factory. Reasonable guidelines do not include
9 exclusive use or site control unless agreed to as set
10 forth in subparagraphs e and f of paragraph 9 of this
11 subsection, and

12 b. the proposed new location is within the area of
13 responsibility of the new motor vehicle dealer
14 pursuant to Section 578.1 of this title,

15 c. the factory has sixty (60) days from receipt of the
16 new motor vehicle dealer's relocation request to
17 approve or deny the request. The failure to approve
18 or deny the request within the sixty-day time frame
19 shall constitute approval of the request, and

20 d. within thirty (30) days of the factory's denial of a
21 new motor vehicle dealer's relocation request, the new
22 motor vehicle dealer has the right to file a protest
23 with the Oklahoma Motor Vehicle Commission and request
24 a hearing. The factory shall have the burden of proof

1 to show that the new motor vehicle dealer's relocation
2 facility and proposed new location did not meet the
3 written reasonable guidelines of the factory;

4 17. Being a factory which prohibits a new motor vehicle dealer
5 from adding additional line-makes to its existing facility, if,
6 after adding the additional line-makes, the facility satisfies the
7 written reasonable facility guidelines of the factory. Reasonable
8 facility guidelines do not include a requirement to maintain site
9 control or an exclusive facility unless agreed to by the dealer as
10 set forth in subparagraphs e and f of paragraph 9 of this
11 subsection; and

12 18. Being a factory that increases prices of new motor vehicles
13 which the new motor vehicle dealer had ordered for retail consumers
14 prior to the dealer's receipt of the written official price increase
15 notification. A sales contract signed by a retail consumer shall
16 constitute evidence of each such order, provided that the vehicle is
17 in fact delivered to the customer. Price differences applicable to
18 new models or series motor vehicles at the time of the introduction
19 of new models or series shall not be considered a price increase for
20 purposes of this paragraph. Price changes caused by any of the
21 following shall not be subject to the provisions of this paragraph:

- 22 a. the addition to a motor vehicle of required or
23 optional equipment pursuant to state or federal law,
24

1 b. revaluation of the United States dollar in the case of
2 foreign-made vehicles or components, or

3 c. an increase in transportation charges due to increased
4 rates imposed by common or contract carriers;

5 19. Being a factory that provides any offer or device,
6 including but not limited to incentives, sales promotion programs,
7 refunds, or other types of inducements that result in a lower actual
8 price of a new motor vehicle to any new motor vehicle dealer in the
9 state without making the same offer or device practically available
10 to all other same line-make dealers in the state on a proportional
11 basis;

12 20. Being a factory that alters or modifies a new motor vehicle
13 dealer's franchise if such alteration or modification may
14 substantially and adversely impact the new motor vehicle dealer's
15 rights, obligations, investment or return on investment. A factory
16 seeking to modify a new motor vehicle dealer's franchise must notify
17 the dealer at least ninety (90) days in advance of the
18 modification's effective date. A new motor vehicle dealer that
19 receives notice of such proposed modification may file a protest
20 with the Oklahoma Motor Vehicle Commission within the ninety-day
21 time frame. In the event a protest is filed, the factory has the
22 burden of proof to establish the proposed modification will not
23 substantially and adversely impact the new motor vehicle dealer's
24 rights, obligations, investment or return on investment;

1 21. Being a factory that requires a new motor vehicle dealer or
2 its employees to attend a training program that is not directly
3 related to the sale or service of a new motor vehicle in the same
4 line-make of that sold or serviced by the new motor vehicle dealer;

5 22. Being a factory that requires a new motor vehicle dealer to
6 pay all or part of the cost of an advertising campaign or contest,
7 or purchase any promotional materials, showroom or other display
8 decorations or materials at the expense of the new motor vehicle
9 dealer without the consent of the dealer, which consent shall not be
10 unreasonably withheld;

11 23. Being a factory that implements or establishes an
12 unreasonable, arbitrary, or unfair performance standard in
13 determining a new motor vehicle dealer's compliance with a
14 franchise;

15 24. Being a factory that denies any new motor vehicle dealer
16 the right of free association with any other new motor vehicle
17 dealer for any lawful purpose;

18 25. Being a factory that requires or attempts to require a new
19 motor vehicle dealer to sell, offer to sell or sell exclusively an
20 extended service contract, extended maintenance plan or similar
21 product, such as gap products offered, endorsed or sponsored by the
22 factory by the following means:

- 1 (a) by an act or statement that the factory will in any
2 manner impact the dealer, whether it is expressed or
3 implied or made directly or indirectly,
- 4 (b) by a contract or an expressed or implied offer of
5 contract made to the dealer on the condition that the
6 dealer shall sell, offer to sell or sell exclusively
7 an extended service contract, extended maintenance
8 plan or similar product offered, endorsed or sponsored
9 by the factory,
- 10 (c) by measuring the dealer's performance under the
11 factory based on the sale of extended service
12 contracts, extended maintenance plans or similar
13 products offered, endorsed or sponsored by the
14 manufacturer or distributor, or
- 15 (d) by requiring the dealer to actively promote the sale
16 of extended service contracts, extended maintenance
17 plans or similar products offered, endorsed or
18 sponsored by the factory.

19 The prohibitions of this provision apply to the sale of new and used
20 motor vehicles;

21 26. Being a factory that charges back or otherwise holds liable
22 a new motor vehicle dealer for sales or advertising incentives or
23 other charges related to a new motor vehicle sold by the new motor
24 vehicle dealer and subsequently exported, providing such dealer can

1 demonstrate that he exercised due diligence and that the sale was
2 made in good faith and without knowledge of the purchaser's
3 intention to export the motor vehicle, or that such dealer
4 reasonably relied on approvals from the franchisor to complete a
5 sale. A new motor vehicle dealer which causes a new motor vehicle
6 to be registered in this state or in a foreign state and causes to
7 be collected the appropriate sales and use tax shall be presumed to
8 have exercised due diligence. A factory seeking to impose a charge-
9 back as a result of a motor vehicle export shall have the burden to
10 establish that the dealer knew or had reason to know the motor
11 vehicle would be exported. A factory seeking to impose a charge-
12 back as a result of a motor vehicle export shall provide written
13 notice to the dealer of such intent along with the specific amount
14 of the proposed charge-back and the vehicle(s) allegedly exported.
15 The factory shall not impose the export charge-back, debit the
16 dealer's account or otherwise seek to obtain all or any part of the
17 export charge-back funds until all internal dispute resolution
18 procedures have been completed and/or an adjudication has been
19 entered by the Oklahoma Motor Vehicle Commission establishing that
20 the dealer knew or had reason to know the motor vehicle would be
21 exported when the dealer sold and delivered the motor vehicle. A
22 dealer receiving notice of a proposed export charge-back from the
23 factory shall be entitled to file a protest with the Oklahoma Motor
24 Vehicle Commission after all factory internal dispute resolution

1 procedures have been completed within thirty (30) days of receipt of
2 the factory's notice of proposed export charge-back or within thirty
3 (30) days of completion of the factory's internal dispute resolution
4 procedures, whichever is later. In a protest filed under this
5 provision, the factory shall have the burden to establish that the
6 dealer knew or had reason to know the motor vehicle would be
7 exported;

8 27. Being a factory that measures a new motor vehicle dealer's
9 sales performance, in whole or in part, or conditions a new motor
10 vehicle dealer's eligibility to receive a benefit or incentive on
11 the dealer selling a threshold level of program, certified, or other
12 used motor vehicles offered by the factory. This provision is not
13 meant to prohibit incentives provided on a per-car basis; and

14 28. Being a factory that uses any subsidiary corporation,
15 affiliated corporation, captive finance source or any other
16 controlled corporation, partnership, association or person to
17 accomplish what would otherwise be unlawful conduct under this
18 chapter.

19 B. Notwithstanding the terms of any franchise agreement, in the
20 event of a proposed sale or transfer of a dealership, the
21 manufacturer or distributor shall be permitted to exercise a right
22 of first refusal to acquire the assets or ownership interest of the
23 dealer of the new vehicle dealership, if such sale or transfer is
24 conditioned upon the manufacturer or dealer entering into a dealer

1 agreement with the proposed new owner or transferee, only if all the
2 following requirements are met:

3 1. To exercise its right of first refusal, the factory must
4 notify the dealer in writing within sixty (60) days of receipt of
5 the completed proposal for the proposed sale transfer;

6 2. The exercise of the right of first refusal will result in
7 the dealer and the owner of the dealership receiving the same or
8 greater consideration as they have contracted to receive in
9 connection with the proposed change of ownership or transfer;

10 3. The proposed sale or transfer of the assets of the
11 dealership does not involve the transfer or sale to a member or
12 members of the family of one or more dealer owners, or to a
13 qualified manager or a partnership or corporation controlled by such
14 persons; and

15 4. The factory agrees to pay the reasonable expenses, including
16 attorney fees which do not exceed the usual, customary and
17 reasonable fees charged for similar work done for other clients
18 incurred by the proposed new owner and transferee prior to the
19 exercise by the factory of its right of first refusal in negotiating
20 and implementing the contract for the proposed sale or transfer of
21 the dealership or dealership assets. Notwithstanding the foregoing,
22 no payment of expenses and attorney fees shall be required if the
23 proposed new dealer or transferee has not submitted or caused to be
24 submitted an accounting of those expenses within thirty (30) days of

1 receipt of the written request of the factory for such an
2 accounting. The accounting may be requested by a factory before
3 exercising its right of first refusal.

4 C. Nothing in this section shall prohibit, limit, restrict or
5 impose conditions on:

6 1. Business activities, including without limitation the
7 dealings with motor vehicle manufacturers and the representatives
8 and affiliates of motor vehicle manufacturers, of any person that is
9 primarily engaged in the business of short-term, not to exceed
10 twelve (12) months, rental of motor vehicles and industrial and
11 construction equipment and activities incidental to that business,
12 provided that:

13 a. any motor vehicle sold by that person is limited to
14 used motor vehicles that have been previously used
15 exclusively and regularly by that person in the
16 conduct of business and used motor vehicles traded in
17 on motor vehicles sold by that person,

18 b. warranty repairs performed by that person on motor
19 vehicles are limited to those motor vehicles that it
20 owns, previously owned or takes in trade, and

21 c. motor vehicle financing provided by that person to
22 retail consumers for motor vehicles is limited to used
23 vehicles sold by that person in the conduct of
24 business; or

1 2. The direct or indirect ownership, affiliation or control of
2 a person described in paragraph 1 of this subsection.

3 SECTION 4. AMENDATORY 47 O.S. 2011, Section 565.1, is
4 amended to read as follows:

5 Section 565.1 Notwithstanding the terms of any franchise
6 agreement, and subject to the following conditions contained in
7 paragraphs 1 through 5 of this section, any manufacturer or
8 distributor who prevents or refuses to honor the succession to a
9 dealership by any legal heir or devisee under the will of a new
10 motor vehicle dealer or under the laws of descent and distribution
11 of this state without good cause or good faith, as defined in this
12 section, shall be subject to the following procedure:

13 1. Within one hundred twenty (120) days after the death of the
14 new motor vehicle dealer, the manufacturer shall receive a written
15 notice from any legal heir or devisee who intends to establish a
16 successor dealership. If timely notice is not so received, then
17 this paragraph shall not apply, and any succession shall be governed
18 solely by the terms of the franchise;

19 2. Within thirty (30) days of receipt of the legal heir's or
20 devisee's timely written notice, the manufacturer may request, and
21 the legal heir or devisee shall, within a reasonable time, provide
22 any information which is reasonably necessary for the manufacturer
23 to evaluate the proposed successor dealer and dealership, including,
24

1 but not limited to, applications, proposals for facilities and
2 financing;

3 3. Within sixty (60) days of receipt of such information, the
4 manufacturer shall approve or disapprove the proposed successor
5 dealership, and in case of disapproval shall communicate in writing
6 such disapproval and grounds for disapproval to the legal heir or
7 devisee;

8 4. Failure of the manufacturer to act in a timely manner with
9 respect to any time period described above shall constitute a waiver
10 of the manufacturer's right to disapprove the proposed succession;

11 5. Within ten (10) days of its receipt of the manufacturer's
12 notice of disapproval, the legal heir or devisee may file a protest
13 of the manufacturer's decision with the Oklahoma Motor Vehicle
14 Commission and request a hearing. Such hearing shall be heard in a
15 substantially similar manner as provided by Section 566 of this
16 title, except that the Commission shall render a final decision
17 within sixty (60) days of the filing of the protest. The
18 manufacturer shall have the burden of proof to show that its
19 disapproval was for a good cause and in good faith. A denial shall
20 not be for good cause and in good faith unless the factory
21 establishes that the legal heir or devisee, or the legal heir or
22 devisee's controlling executive management, is not of good moral
23 character or fails to meet the written, reasonable and uniformly
24 applied requirements of the manufacturer or distributor relating to

1 financial qualifications or general business experience. The
2 disapproval by the manufacturer shall be final if the legal heir or
3 devisee fails to file a timely protest of such disapproval. In the
4 event that the Commission finds that the manufacturer's disapproval
5 was not made for good cause, then it shall issue a final order
6 requiring the manufacturer to honor the successor designated in the
7 notice sent by the legal heir or devisee. Notwithstanding anything
8 to the contrary in this section, a new motor vehicle dealer may
9 designate any person as successor by filing a written instrument
10 pursuant to the franchise with the manufacturer during the new motor
11 vehicle dealer's lifetime. In such a case, the written instrument
12 and franchise shall govern the dealership succession.

13 The suspension, revocation or refusal to issue or renew a
14 license or the imposition of any other penalty by the Commission
15 shall be in addition to any penalty which might be imposed upon any
16 licensee upon judgment or conviction in a court of competent
17 jurisdiction for any violation of the provisions of Sections 561
18 through 567, 572, 578.1, 579 and 579.1 of this title.

19 SECTION 5. AMENDATORY 47 O.S. 2011, Section 565.2, is
20 amended to read as follows:

21 Section 565.2 A. Irrespective of the terms, provisions or
22 conditions of any franchise, or the terms or provisions of any
23 waiver, no manufacturer shall terminate, cancel or fail to renew any
24 franchise with a licensed new motor vehicle dealer unless the

1 manufacturer has satisfied the notice requirements as provided in
2 this section and has good cause for cancellation, termination or
3 nonrenewal. The manufacturer shall not attempt to cancel or fail to
4 renew the franchise agreement of a new motor vehicle dealer in this
5 state unfairly and without just provocation or without due regard to
6 the equities of the dealer or without good faith as defined herein.
7 As used herein, "good faith" means the duty of each party to any
8 franchise agreement to act in a fair and equitable manner toward
9 each other, with freedom from coercion or intimidation or threats
10 thereof from each other.

11 B. Irrespective of the terms, provisions or conditions of any
12 franchise, or the terms or provisions of any waiver, good cause
13 shall exist for the purpose of a termination, cancellation, or
14 nonrenewal when:

15 1. The new motor vehicle dealer has failed to comply with a
16 provision of the franchise, which provision is both reasonable and
17 of material significance to the franchise relationship, or the new
18 motor vehicle dealer has failed to comply with reasonable
19 performance criteria for sales or service established by the
20 manufacturer, and the dealer has been notified by written notice
21 from the manufacturer; and

22 2. The new motor vehicle dealer has received written
23 notification of failure to comply with the manufacturer's reasonable
24 sales performance standards, capitalization requirements, facility

1 commitments, business related equipment acquisitions or other such
2 remediable failings exclusive of those reasons enumerated in
3 paragraph 1 of subsection C of this section, and the new motor
4 vehicle dealer has been afforded a reasonable opportunity of not
5 less than six (6) months to comply with such a provision or
6 criteria.

7 Good cause shall not exist when a termination or cancellation is
8 the result of the discontinuance of a product line.

9 C. Irrespective of the terms, provisions or conditions of any
10 franchise agreement prior to the termination, cancellation or
11 nonrenewal of any franchise, the manufacturer shall furnish
12 notification of such termination, cancellation or nonrenewal to the
13 new motor vehicle dealer and the Oklahoma Motor Vehicle Commission
14 as follows:

15 1. Not less than ninety (90) days prior to the effective date
16 of such termination, cancellation or nonrenewal unless for a cause
17 described in paragraph 2 of this subsection;

18 2. Not less than fifteen (15) days prior to the effective date
19 of such termination, cancellation or nonrenewal with respect to any
20 of the following:

21 a. insolvency of the new motor vehicle dealer, or the
22 filing of any petition by or against the motor vehicle
23 dealer under any bankruptcy or receivership law,

24

1 b. failure of the new motor vehicle dealer to conduct its
2 customary sales and service operations during its
3 customary business hours for seven (7) consecutive
4 business days, provided that such failure to conduct
5 business shall not be due to act of God or
6 circumstances beyond the direct control of the new
7 motor vehicle dealer, or

8 c. conviction of the new motor vehicle dealer of any
9 felony which is punishable by imprisonment or a
10 violation of the Federal Odometer Act; and

11 3. Not less than one hundred eighty (180) days prior to the
12 effective date of such termination or cancellation where the
13 manufacturer or distributor is discontinuing the sale of the product
14 line.

15 The notification required by this subsection shall be by
16 certified mail, return receipt requested, and shall contain a
17 statement of intent to terminate, to cancel or to not renew the
18 franchise, a statement of the reasons for the termination,
19 cancellation or nonrenewal and the date the termination shall take
20 effect.

21 D. Upon the affected new motor vehicle dealer's receipt of the
22 aforementioned notice of termination, cancellation or nonrenewal,
23 the new motor vehicle dealer shall have the right to file a protest
24 of such threatened termination, cancellation or nonrenewal with the

1 Commission within thirty (30) days and request a hearing. Such
2 hearing shall be held in accordance with the provisions of the
3 Administrative Procedures Act, Sections 301 through 326 of Title 75
4 of the Oklahoma Statutes, to determine if the threatened
5 cancellation, termination or nonrenewal of the franchise has been
6 for good cause and if the factory has complied with its obligations
7 pursuant to subsections A, B and C of this section and the factory
8 shall have the burden of proof. If the Commission finds that the
9 threatened cancellation, termination or nonrenewal of the franchise
10 has not been for good cause or violates subsection A, B or C of this
11 section, then it shall issue a final order stating that the
12 threatened termination is wrongful. A factory shall have the right
13 to appeal such order. During the pendency of the hearing and after
14 the decision, the franchise shall remain in full force and effect,
15 including the right to transfer the franchise. If the Commission
16 finds that the threatened cancellation, termination or nonrenewal is
17 for good cause and does not violate subsection A, B or C of this
18 section, the new motor vehicle dealer shall have the right to an
19 appeal. During the pendency of the action, including the final
20 decision or appeal, the franchise shall remain in full force and
21 effect, including the right to transfer the franchise. If the new
22 motor vehicle dealer prevails in the threatened termination action,
23 the Commission shall award to the new motor vehicle dealer the
24 attorney fees and costs incurred to defend the action.

1 E. ~~If the factory prevails in an action to terminate, cancel or~~
2 ~~not renew any franchise~~ In the event a franchise is terminated,
3 cancelled or not renewed, regardless of the party that terminates,
4 cancels or nonrenews, the new motor vehicle dealer shall be allowed
5 fair and reasonable compensation by the manufacturer for:

6 1. New current and previous model year vehicle inventory which
7 has been acquired from the manufacturer, and which is unused and has
8 not been damaged or altered while in the dealer's possession;

9 2. Supplies and parts which have been acquired from the
10 manufacturer, for the purpose of this section, limited to any and
11 all supplies and parts that are listed on the current parts price
12 sheet available to the dealer;

13 3. Equipment and furnishings, provided the new motor vehicle
14 dealer purchased them from the manufacturer or its approved sources;
15 and

16 4. Special tools, with such fair and reasonable compensation to
17 be paid by the manufacturer within ninety (90) days of the effective
18 date of the termination, cancellation or nonrenewal, provided the
19 new motor vehicle dealer has clear title to the inventory and other
20 items and is in a position to convey that title to the manufacturer.

21 a. For the purposes of paragraph 1 of this subsection,
22 fair and reasonable compensation shall be no less than
23 the net acquisition price of the vehicle paid by the
24 new motor vehicle dealer.

1 **b.** For the purposes of paragraphs 2, 3 and 4 of this
2 subsection, fair and reasonable compensation shall be
3 the net acquisition price paid by the new motor
4 vehicle dealer less a twenty-percent (20%) straight-
5 line depreciation for each year following the dealer's
6 acquisition of the supplies, parts, equipment,
7 furnishings and/or special tools.

8 F. ~~If a factory prevails in an action to terminate, cancel or~~
9 ~~not renew any franchise and the new motor vehicle dealer is leasing~~
10 ~~the dealership facilities, the manufacturer~~ In the event a franchise
11 is terminated, cancelled, or not renewed, regardless of the party
12 that terminates, cancels or nonrenews, the factory shall pay a
13 reasonable rent to the lessor in accordance with and subject to the
14 provisions of subsection G of this section.

15 G. 1. Such reasonable rental value shall be paid only to the
16 extent the dealership premises are recognized in the franchise and
17 only if they are:

18 a. used solely for performance in accordance with the
19 franchise. If the facility is used for the operation
20 of more than one franchise, the reasonable rent shall
21 be paid based upon the portion of the facility
22 utilized by the franchise being terminated, canceled
23 or nonrenewed, and

1 b. not substantially in excess of facilities recommended
2 by the manufacturer~~r~~.

3 For the purposes of this subsection, reasonable rental value shall
4 include the rental value of the facilities as well as any other
5 facility-related costs such as taxes, insurance and utilities.

6 2. If the facilities are owned by the new motor vehicle dealer,
7 within ninety (90) days following the effective date of the
8 termination, cancellation or nonrenewal the manufacturer will
9 either:

10 a. locate a qualified purchaser who will offer to
11 purchase the dealership facilities at a reasonable
12 price,

13 b. locate a qualified lessee who will offer to lease the
14 premises for ~~a reasonable~~ the remaining lease term at
15 ~~reasonable~~ the rent set forth in the lease, or

16 c. failing the foregoing, lease the dealership facilities
17 at a reasonable rental value for one (1) year~~r~~.

18 3. If the facilities are leased by the new motor vehicle
19 dealer, within ninety (90) days following the effective date of the
20 termination, cancellation or nonrenewal the manufacturer will
21 either:

22 a. locate a tenant or tenants satisfactory to the lessor,
23 who will sublet or assume the balance of the lease,
24

- 1 b. arrange with the lessor for the cancellation of the
2 lease without penalty to the dealer, or
3 c. failing the foregoing, lease the dealership facilities
4 at a reasonable rent for one (1) year; ~~and.~~

5 4. The manufacturer shall not be obligated to provide
6 assistance under this section if the new motor vehicle dealer:

- 7 a. fails to accept a bona fide offer from a prospective
8 purchaser, subleases or assignee,
9 b. refuses to execute a settlement agreement with the
10 lessor if such agreement with the lessor would be
11 without cost to the dealer, or
12 c. fails to make written request for assistance under
13 this section within ~~one (1) month~~ ninety (90) days
14 after ~~receiving an order from the Commission affirming~~
15 the ~~proposed~~ effective date of the termination,
16 cancellation or nonrenewal.

17 H. For the purposes of this section, "facilities" shall mean
18 the location and improvements utilized by the new motor vehicle
19 dealer in its business pursuant to the franchise that was
20 terminated.

21 I. In addition to the repurchase requirements set forth in
22 subsections E and G of this section, in the event the termination or
23 cancellation is the result of a discontinuance of a product line,
24 the manufacturer or distributor shall compensate the new motor

1 vehicle dealer in an amount equivalent to the fair market value of
2 the terminated franchise as of the date of the manufacturer's or
3 distributor's announcement or one (1) calendar year prior, whichever
4 is greater, or provide the new motor vehicle owner with a
5 replacement franchise on substantially similar terms and conditions
6 as the franchise that was terminated. The dealer may immediately
7 request payment under this provision following the announcement in
8 exchange for cancelling any further franchise rights, except
9 payments owed to the dealer in the ordinary course of business, or
10 may request payment under this provision upon the final termination,
11 cancellation or nonrenewal of the franchise. In either case,
12 payment under this provision shall be made not later than ninety
13 (90) days after the request by the dealer.

14 SECTION 6. AMENDATORY 47 O.S. 2011, Section 565.3, is
15 amended to read as follows:

16 Section 565.3 A. A franchised vehicle dealer proposing a sale,
17 transfer, or assignment of a franchise agreement or the business and
18 assets of a dealership or an interest in a dealership to another
19 person, hereinafter transferee, shall notify the manufacturer or
20 distributor whose vehicles the dealer is franchised to sell of the
21 proposed action of the dealer. The manufacturer or distributor may
22 make written request to the transferee to submit completed
23 application forms and related information generally utilized by a
24

1 manufacturer to evaluate such a proposal and a copy of all
2 agreements related to the proposed sale, transfer, or assignment.

3 B. The approval by the manufacturer or distributor of the sale,
4 transfer, or assignment shall not be ~~unreasonably~~ withheld unless
5 the transferee is not of good moral character or fails to meet the
6 written, reasonable, and uniformly applied requirements of the
7 manufacturer or distributor relating to financial qualifications and
8 general business experience. Approval of the transfer shall not
9 be made contingent upon the transferee meeting unreasonable
10 facility requirements or performance standards. The burden of proof
11 shall be upon the manufacturer or distributor to show good cause
12 existed to withhold approval. The manufacturer or distributor that
13 has made such a determination shall send a letter by certified mail
14 to the dealer and the applicant of its refusal to approve the
15 proposal, which shall include a statement of the specific grounds
16 for refusal, within sixty (60) days after the later of:

17 1. Receipt by the manufacturer or distributor of the notice of
18 the proposed sale, transfer, or assignment; or

19 2. Receipt by the manufacturer or distributor of the
20 information requested from the transferee pursuant to subsection A
21 of this section if the manufacturer or distributor has requested
22 such information within fifteen (15) days of receipt of written
23 notice of the proposed sale, transfer, or assignment.

24

1 C. Failure of the manufacturer or distributor to send its
2 notice of refusal pursuant to subsection B of this section shall
3 mean that the application for the proposed sale, transfer, or
4 assignment is approved.

5 D. A dealer receiving notice of refusal of the sale, transfer,
6 or assignment shall have the right to file a protest with the
7 Commission within thirty (30) days of receipt of the refusal. A
8 dealer receiving notice that the sale, transfer or assignment is
9 contingent upon the transferee meeting facility and/or performance
10 standards shall have the right to file a protest with the Commission
11 within thirty (30) days of receipt of the notice. In the event a
12 protest is filed, the manufacturer or distributor shall have the
13 burden of proof to establish the transferee or the transferee's
14 controlling executive management is not of good moral character or
15 fails to meet the written, reasonable and uniformly applied
16 requirements of the manufacturer or distributor relating to
17 financial qualifications and general business experience or that the
18 facility requirements are reasonable based on the reasons set forth
19 in subparagraph d of paragraph 9 of Section 565 of this title and/or
20 the performance standards are reasonable based on the economic
21 conditions existing at the time, as well as the reasonably
22 foreseeable projections in the automotive industry and the new motor
23 vehicle dealer's relevant market area.

1 E. The rights of the dealer under this provision also apply to
2 the transferee.

3 SECTION 7. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 1105.5 of Title 47, unless there
5 is created a duplication in numbering, reads as follows:

6 The Oklahoma Tax Commission shall be authorized to require
7 employees of the Commission in positions that have access to
8 sensitive law enforcement data to supply all information and
9 documentation required in order to be subjected to a criminal
10 history search by the Oklahoma State Bureau of Investigation, as
11 well as be fingerprinted for submission of the fingerprints through
12 the Oklahoma State Bureau of Investigation to the Federal Bureau of
13 Investigation for a national criminal history check. The Commission
14 shall be the recipient of the results of the record check.

15 No employee of the Commission shall be eligible to enroll in the
16 Oklahoma Law Enforcement Telecommunications System training course
17 until the Oklahoma State Bureau of Investigation and the Federal
18 Bureau of Investigation have reported to the Commission that the
19 person has no felony record and the Commission has reported to the
20 Department of Public Safety that the applicant does not have a
21 felony record and is not participating in a deferred sentence or
22 deferred prosecution agreement for a felony. In accordance with
23 Section 150.9 of Title 74 of the Oklahoma Statutes, this includes a
24 national criminal history record with a fingerprint analysis.

1 The Commission shall request searches of the online and off-line
2 files of the National Crime Information Center (NCIC), or any
3 successor federal agency which supplies such information, to
4 identify vehicles which have been reported stolen. Such searches
5 will be requested only by Commission employees who have satisfied
6 the background check provisions of this section.

7 The Commission is authorized to promulgate rules necessary to
8 implement the provisions of this section.

9 SECTION 8. AMENDATORY 47 O.S. 2011, Section 1135.2, as
10 amended by Section 1, Chapter 204, O.S.L. 2012 (47 O.S. Supp. 2012,
11 Section 1135.2), is amended to read as follows:

12 Section 1135.2 A. The Oklahoma Tax Commission is hereby
13 authorized to design and issue appropriate official special license
14 plates to persons in recognition of their service or awards as
15 provided by this section.

16 Special license plates shall not be transferred to any other
17 person but shall be removed from the vehicle upon transfer of
18 ownership and retained. The special license plate may then be used
19 on another vehicle but only after such other vehicle has been
20 registered for the current year.

21 Special license plates shall be renewed each year by the Tax
22 Commission or a motor license agent. The Tax Commission shall
23 annually notify by mail all persons issued special license plates.
24 The notice shall contain all necessary information and shall contain

1 instructions for the renewal procedure upon presentation to a motor
2 license agent or the Tax Commission. The license plates shall be
3 issued on a staggered system except for legislative plates and
4 amateur radio operator license plates.

5 The Tax Commission is hereby directed to develop and implement a
6 system whereby motor license agents are permitted to accept
7 applications for special license plates authorized under this
8 section. The motor license agent shall confirm the applicant's
9 eligibility, if applicable, collect and deposit any amount
10 specifically authorized by law, accept and process the necessary
11 information directly into such system and generate a receipt
12 accordingly. For performance of these duties, motor license agents
13 shall retain the fee provided in Section 1141.1 of this title for
14 registration of a motor vehicle. The motor license agent fees for
15 acceptance of applications and renewals shall be paid out of the
16 Oklahoma Tax Commission Reimbursement Fund.

17 B. The special license plates provided by this section are as
18 follows:

19 1. Prisoner of War License Plates - such plates shall be
20 designed for honorably discharged or present members of the United
21 States Armed Forces and civilians who were former prisoners of war
22 held by a foreign country and who can provide proper certification
23 of that status. Such persons may apply for a prisoner of war
24 license plate for no more than two vehicles with each vehicle having

1 a rated carrying capacity of one (1) ton or less. The surviving
2 spouse of any deceased former prisoner of war, if the spouse has not
3 since remarried, or if remarried, the remarriage is terminated by
4 death, divorce, or annulment, may apply for a prisoner of war
5 license plate for one vehicle with a rated carrying capacity of one
6 (1) ton or less. The fee provided by this section for the special
7 license plate authorized by this paragraph shall be in addition to
8 all other registration fees provided by law, except the registration
9 fees levied by Section 1132 of this title;

10 2. National Guard License Plates - such plates shall be
11 designed for active or retired members of the Oklahoma National
12 Guard. Retirees who are eligible for such plates shall provide
13 proof of eligibility upon initial application, but shall not be
14 required to provide proof of eligibility annually;

15 3. Air National Guard License Plates - such plates shall be
16 designed for active or retired members of the Oklahoma Air National
17 Guard. Retirees who are eligible for such plates shall provide
18 proof of eligibility upon initial application, but shall not be
19 required to provide proof of eligibility annually;

20 4. United States Armed Forces - such plates shall be designed
21 for active, retired, former or reserve members of the United States
22 Armed Forces, and shall identify which branch of service, and carry
23 the emblem and name of either the Army, Navy, Air Force, Marines or
24 Coast Guard, according to the branch of service to which the member

1 belongs or did belong. Former members who have been dishonorably
2 discharged shall not be eligible for such plates. Persons applying
3 for such license plate must show proof of present or past military
4 service by presenting a valid Uniformed Services Identity Card or
5 the United States Department of Defense Form (DD)214. Retired or
6 former members who are eligible for such plates shall provide proof
7 of eligibility upon initial application, but shall not be required
8 to provide proof of eligibility annually;

9 5. Congressional Medal of Honor Recipient License Plates - such
10 plates shall be designed for any resident of this state who has been
11 awarded the Congressional Medal of Honor. Such persons may apply
12 for a Congressional Medal of Honor recipient license plate for each
13 vehicle with a rated carrying capacity of one (1) ton or less.
14 There shall be no registration fee for the issuance of this plate;

15 6. Missing In Action License Plates - such plates shall be
16 designed to honor members of the United States Armed Forces who are
17 missing in action. The spouse of such missing person, if the spouse
18 has not since remarried, or if remarried, the remarriage is
19 terminated by death, divorce, or annulment, and each parent of the
20 missing person may apply for a missing in action license plate upon
21 presenting proper certification that the person is missing in action
22 and that the person making the application is the qualifying spouse
23 or the parent of the missing person. The qualifying spouse and each
24 parent of the missing person may each apply for the missing in

1 action license plate for each vehicle with a rated carrying capacity
2 of one (1) ton or less;

3 7. Purple Heart Recipient License Plates - such plates shall be
4 designed for any resident of this state presenting proper
5 certification from the United States Department of Veterans Affairs
6 or the Armed Forces of the United States certifying that such
7 resident has been awarded the Purple Heart military decoration.
8 Such persons may apply for a Purple Heart recipient license plate
9 for vehicles having a rated carrying capacity of one (1) ton or
10 less. The surviving spouse of any deceased veteran who has been
11 awarded the Purple Heart military decoration, if such spouse has not
12 since remarried, or if remarried, the remarriage has been terminated
13 by death, divorce or annulment, may apply for such plate for one
14 vehicle with a rated carrying capacity of one (1) ton or less;

15 8. Pearl Harbor Survivor License Plates - such plates shall be
16 designed for any resident of this state who can be verified by the
17 United States Department of Veterans Affairs or the Armed Forces of
18 the United States as being:

- 19 a. a member of the United States Armed Forces on December
20 7, 1941,
21 b. stationed on December 7, 1941, during the hours of
22 7:55 a.m. to 9:45 a.m. Hawaii time at Pearl Harbor,
23 the island of Oahu, or offshore at a distance not to
24 exceed three (3) miles, and

1 c. a recipient of an honorable discharge from the United
2 States Armed Forces.

3 Such person may apply for a Pearl Harbor Survivor license plate
4 for each vehicle with a rated carrying capacity of one (1) ton or
5 less;

6 9. Iwo Jima License Plates - such plates shall be designed for
7 any resident of this state who can be verified by the United States
8 Department of Veterans Affairs or the Armed Forces of the United
9 States as being:

10 a. a member of the United States Armed Forces in February
11 of 1945,

12 b. stationed in February of 1945 on or in the immediate
13 vicinity of the island of Iwo Jima, and

14 c. a recipient of an honorable discharge from the United
15 States Armed Forces.

16 Such person may apply for an Iwo Jima license plate for each
17 vehicle with a rated carrying capacity of one (1) ton or less.

18 Such license plate shall have the legend "Oklahoma OK" and shall
19 contain three letters and three numbers. Between the letters and
20 numbers shall be a logo of the flag-raising at Iwo Jima. Below the
21 letters, logo and numbers, the plate shall contain the words "FEB."
22 at the left, "Iwo Jima" in the center and "1945" at the right. Such
23 plates shall not be subject to the design requirements of any other
24 license plates prescribed by law other than the space for the

1 placement of the yearly decals for each succeeding year of
2 registration after the initial issue;

3 10. D-Day Survivor License Plates - such plates shall be
4 designed for any resident of this state who can be verified by the
5 United States Department of Veterans Affairs or the Armed Forces of
6 the United States as being:

7 a. a member of the United States Armed Forces on June 6,
8 1944,

9 b. a participant in the Allied invasion of the coast of
10 Normandy on June 6, 1944; provided, if such
11 participation cannot be verified by the United States
12 Department of Veterans Affairs or the Armed Forces of
13 the United States, the Tax Commission may, in its
14 discretion, accept evidence of such participation from
15 the person applying for the license plate, and

16 c. a recipient of an honorable discharge from the United
17 States Armed Forces.

18 Such person may apply for a D-Day Survivor license plate for
19 each vehicle with a rated carrying capacity of one (1) ton or less;

20 11. Killed in Action License Plates - such plates shall be
21 designed to honor members of the United States Armed Forces who were
22 killed in action. The spouse of the deceased person, if the spouse
23 has not remarried, or if remarried, the remarriage is terminated by
24 death, divorce, or annulment, may apply for a killed in action

1 license plate upon presenting proper certification that the person
2 was killed in action and that the person making the application is
3 the qualifying spouse of the deceased person. The qualifying spouse
4 may apply for a killed in action license plate for no more than two
5 vehicles with each vehicle with a rated carrying capacity of one (1)
6 ton or less. The fee provided by this section for the special
7 license plate authorized by this paragraph shall be in addition to
8 all other registration fees provided by law, except the registration
9 fees levied by Section 1132 of this title;

10 12. Gold Star Parents License Plates - such plates shall be
11 designed to honor members of the United States Armed Forces who were
12 killed during a war. The parents of the deceased person may apply
13 for a gold star license plate upon presenting proper certification
14 that the person was killed during a war and that the person making
15 the application is the parent of the deceased person. The parent
16 may apply for a gold star parent license plate for no more than two
17 vehicles with each vehicle having a rated carrying capacity of one
18 (1) ton or less. The fee provided by this section for the special
19 license plate authorized by this paragraph shall be in addition to
20 all other registration fees provided by law, except the registration
21 fees levied by Section 1132 of this title;

22 13. Military Decoration License Plates - such plates shall be
23 designed for any resident of this state who has been awarded the
24 Distinguished Service Medal, the Distinguished Service Cross, the

1 Distinguished Flying Cross, the Bronze Star military decoration or
2 the Silver Star military decoration. Such persons may apply for a
3 military decoration license plate for each vehicle with a rated
4 carrying capacity of one (1) ton or less;

5 14. Vietnam Veteran License Plates - such plates shall be
6 designed for honorably discharged or present members of the United
7 States Armed Forces who served in the Vietnam Conflict. Such
8 persons may apply for a Vietnam veteran license plate for each
9 vehicle with a rated carrying capacity of one (1) ton or less;

10 15. Police Officer License Plates - such plates shall be
11 designed for any currently employed, reserve or retired municipal
12 police officer or full-time, reserve or retired university police
13 officer certified by the Council on Law Enforcement Education and
14 Training or common education police officer certified by the Council
15 on Law Enforcement Education and Training. Police officers may
16 apply for police officer license plates for vehicles with a rated
17 capacity of one (1) ton or less or for a motorcycle upon proof of
18 employment by or retirement from a municipal, university or common
19 education police department by either an identification card or
20 letter from the chief of the police department or the Oklahoma
21 Police Pension and Retirement Board. Retirees who are eligible for
22 such plates shall provide proof of eligibility upon initial
23 application, but shall not be required to provide proof of
24 eligibility annually. The license plates shall be designed in

1 consultation with municipal police departments of this state;
2 provided, the license plate for motorcycles may be of similar design
3 to the license plate for motor vehicles or may be a new design in
4 order to meet space requirements for a motorcycle license plate;

5 16. World War II Veteran License Plates - such plates shall be
6 designed to honor honorably discharged former members of the United
7 States Armed Forces who are residents of this state and who can be
8 verified by the Oklahoma Military Department, the Department of
9 Veterans Affairs or the Armed Forces of the United States as having
10 served on federal active duty anytime during the period from
11 September 16, 1940, to December 7, 1945. The former members may
12 apply for a World War II Veteran license plate for vehicles with a
13 rated carrying capacity of one (1) ton or less.

14 The license plate shall have the legend "Oklahoma" and shall
15 contain, in the center of the plate, either the Thunderbird Insignia
16 of the 45th Infantry Division in the prescribed red and gold
17 coloring or the emblem of the Army, Navy, Air Force, Marines or
18 Coast Guard according to the branch of service to which the member
19 belonged. For the purpose of license plate identification, the
20 plate shall contain four digits, two digits at the left and two
21 digits at the right of the insignia or emblem. Centered on the
22 bottom of the license plate shall be the words "WORLD WAR II";

23 17. Korean War Veteran License Plates - such plates shall be
24 designed to honor honorably discharged former members of the United

1 States Armed Forces who are residents of this state and who can be
2 verified by the Oklahoma Military Department, the Department of
3 Veterans Affairs or the Armed Forces of the United States as having
4 served on federal active duty anytime during the period from June
5 27, 1950, to January 31, 1955, both dates inclusive. The former
6 members may apply for a Korean War Veteran license plate for
7 vehicles with a rated carrying capacity of one (1) ton or less.

8 The license plate shall have the legend "OKLAHOMA" and shall
9 contain, in the center of the plate, either the Thunderbird Insignia
10 of the 45th Infantry Division in the prescribed red and gold
11 coloring or the emblem of the Army, Navy, Air Force, Marines or
12 Coast Guard according to the branch of service to which the member
13 belonged. For the purpose of license plate identification, the
14 plate shall contain four digits, two digits at the left and two
15 digits at the right of the insignia or emblem. Centered on the
16 bottom of the license plate shall be the word "KOREA";

17 18. Municipal Official License Plates - such plates shall be
18 designed for persons elected to a municipal office in this state and
19 shall designate the name of the municipality and the district or
20 ward in which the municipal official serves. The plates shall only
21 be produced upon application;

22 19. Red Cross Volunteer License Plates - such plates shall be
23 designed to honor American Red Cross volunteers and staff who are
24 residents of this state. Such persons must present an

1 identification card issued by the American Red Cross and bearing a
2 photograph of the person. The license plate shall be designed with
3 the assistance of the American Red Cross and shall have the legend
4 "Oklahoma OK!" in the color Pantone 186C Red. Below the legend the
5 symbol of the American Red Cross and no more than three letters and
6 three numbers shall be in the color Pantone 186C Red. Below the
7 symbol and letters and numbers shall be the words "American Red
8 Cross" in black. The plates shall not be subject to the design
9 requirements of any other license plates prescribed by law other
10 than the space for the placement of the yearly decals for each
11 succeeding year of registration after the initial issue;

12 20. Veterans of Foreign Wars License Plates - such plates shall
13 be designed to honor the veterans of foreign wars and issued to any
14 resident of this state who is a member of a Veterans of Foreign Wars
15 organization in this state. Such persons may apply for Veterans of
16 Foreign Wars license plates upon proof of membership in a Veterans
17 of Foreign Wars organization. The license plate shall be designed
18 in consultation with the Veterans of Foreign Wars organization;

19 21. Desert Storm License Plates - such plates shall be designed
20 and issued to any honorably discharged or present member of the
21 United States Armed Forces who served in the Persian Gulf Crisis and
22 the Desert Storm operation. Such persons may apply for a Desert
23 Storm license plate for each vehicle with a rated carrying capacity
24 of one (1) ton or less;

1 22. Military Reserve Unit License Plates - such plates shall be
2 designed and issued to any honorably discharged or present member of
3 a reserve unit of the United States Armed Forces. Such persons may
4 apply for a Military Reserve Unit license plate for each vehicle
5 with a rated carrying capacity of one (1) ton or less;

6 23. Oklahoma City Bombing Victims and Survivors License Plates
7 - such plates shall be designed and issued to any victim or survivor
8 of the bombing attack on the Alfred P. Murrah Federal Building in
9 downtown Oklahoma City on April 19, 1995;

10 24. Civil Air Patrol License Plates - such plates shall be
11 designed and issued to any person who is a member of the Civil Air
12 Patrol. Such persons may apply for a Civil Air Patrol license plate
13 for each vehicle with a rated carrying capacity of one (1) ton or
14 less upon proof of membership in the Civil Air Patrol. The license
15 plate shall be designed in consultation with the Civil Air Patrol;

16 25. Ninety-Nines License Plates - such plates shall be designed
17 and issued to members of the Ninety-Nines. Persons applying for
18 such license plate must show proof of membership in the Ninety-
19 Nines. The license plates shall be designed in consultation with
20 the Ninety-Nines;

21 26. Combat Infantryman Badge License Plates - such plates shall
22 be designed to honor recipients of the Combat Infantryman Badge.
23 The plate shall have the legend "Oklahoma OK". Below the legend
24 shall be the Combat Infantryman Badge and three numbers. Below the

1 badge and the numbers shall be the words "Combat Infantryman Badge".
2 Such persons may apply for a Combat Infantryman Badge license plate
3 for each vehicle with a rated carrying capacity of one (1) ton or
4 less;

5 27. Somalia Combat Veterans License Plates - such plates shall
6 be designed and issued to any honorably discharged or present member
7 of the United States Armed Forces who saw combat in the United
8 Nations relief effort. Such persons may apply for a Somalia Combat
9 Veteran license plate for each vehicle with a rated carrying
10 capacity of one (1) ton or less;

11 28. Police Chaplain License Plates - such plates shall be
12 designed and issued to members of the International Conference of
13 Police Chaplains (ICPC) who have completed the ICPC requirements for
14 basic certification as a police chaplain. The license plates shall
15 be designed in consultation with the ICPC;

16 29. Joint Service Commendation Medal License Plates - such
17 plates shall be designed and issued to any resident of this state
18 who has been awarded the Joint Service Commendation Medal by the
19 United States Secretary of Defense;

20 30. Merchant Marine License Plates - such plates shall be
21 designed, subject to criteria to be presented to the Tax Commission
22 by the Oklahoma Department of Veterans Affairs, and issued to any
23 person who during combat was a member of the Merchant Marines as
24 certified by the Oklahoma Department of Veterans Affairs. Such

1 license plate may be issued for each vehicle with a rated carrying
2 capacity of one (1) ton or less;

3 31. Legislative License Plates - such plates shall be designed
4 for persons elected to the Oklahoma Legislature and shall designate
5 the house of the Legislature in which the legislator serves and the
6 district number;

7 32. Disabled Veterans License Plates - such plates shall be
8 designed for persons presenting proper certification from the United
9 States Department of Veterans Affairs or the Armed Forces of the
10 United States certifying such veteran has a service-connected
11 disability rating of fifty percent (50%) or more, regardless which
12 agency pays the disability benefits, or that such veteran has been
13 awarded a vehicle by the United States government or receives a
14 grant from the United States Department of Veterans Affairs for the
15 purchase of an automobile due to a service-connected disability
16 rating or due to the loss of use of a limb or an eye. Such persons
17 may apply to the Tax Commission for a disabled veterans license
18 plate or to a motor license agent for a regular license plate for no
19 more than two vehicles with each vehicle having a rated carrying
20 capacity of one (1) ton or less. The surviving spouse of any
21 deceased disabled veteran, if the spouse has not since remarried, or
22 if remarried, the remarriage is terminated by death, divorce, or
23 annulment, may apply for a disabled veterans license plate for one
24 vehicle with a rated carrying capacity of one (1) ton or less. The

1 fee provided by this section for the special license plate
2 authorized by this paragraph shall be in addition to all other
3 registration fees provided by law, except the registration fees
4 levied by Section 1132 of this title. The total expense of this
5 license plate shall not exceed Five Dollars (\$5.00).

6 If the person qualifies for a disabled veterans license plate
7 and is also eligible for a physically disabled placard under the
8 provisions of Section 15-112 of this title, the person shall be
9 eligible to receive a disabled veterans license plate that also
10 displays the international accessibility symbol, which is a stylized
11 human figure in a wheelchair. Upon the death of the disabled
12 veteran with a disabled veterans license plate with the
13 international accessibility symbol, the plate shall be returned to
14 the Tax Commission;

15 33. United States Air Force Association License Plates - such
16 plates shall be designed for members of the United States Air Force
17 Association. Persons applying for such license plate must show
18 proof of membership in the Association. The license plates shall be
19 designed in consultation with the Association;

20 34. Oklahoma Military Academy Alumni License Plates - such
21 plates shall be designed and issued to any resident of this state
22 who is an alumnus of the Oklahoma Military Academy. Such persons
23 may apply for an Oklahoma Military Academy Alumnus license plate for
24 each vehicle with a rated carrying capacity of one (1) ton or less.

1 The license plates shall be designed in consultation with the
2 Oklahoma Military Academy and shall contain the shield of the
3 Academy;

4 35. Amateur Radio Operator License Plates - such plates shall
5 be designed and issued to any person, holding a valid operator's
6 license, technician class or better, issued by the Federal
7 Communications Commission, and who is also the owner of a motor
8 vehicle currently registered in Oklahoma, in which has been
9 installed amateur mobile transmitting and receiving equipment.
10 Eligible persons shall be entitled to two special vehicle
11 identification plates as herein provided. Application for such
12 identification plates shall be on a form prescribed by the Tax
13 Commission and the plates issued to such applicant shall have
14 stamped thereon the word "Oklahoma" and bear the official call
15 letters of the radio station assigned by the Federal Communications
16 Commission to the individual amateur operator thereof. All
17 applications for such plates must be made to the Tax Commission on
18 or before the first day of October of any year for such plates for
19 the following calendar year and must be accompanied by the fee
20 required in this section together with a certificate, or such other
21 evidence as the Tax Commission may require, of proof that applicant
22 has a valid technician class or better amateur operator's license
23 and proof of applicant's ownership of a vehicle in which radio
24 receiving and transmitting equipment is installed. Applicants shall

1 only be entitled to one set of special identification plates in any
2 one (1) year, and such calendar year shall be stamped thereon. The
3 right to such special identification plates herein provided for
4 shall continue until the amateur radio operator's license of the
5 person to whom such plates are issued expires or is revoked;

6 36. American Legion License Plates - such plates shall be
7 designed for members of the American Legion. Persons applying for
8 such license plate must show proof of membership. The license
9 plates shall be designed in consultation with the American Legion of
10 Oklahoma;

11 37. Deputy Sheriff License Plates - such plates shall be
12 designed for any currently employed or retired county sheriff or
13 deputy sheriff. County sheriffs or deputy sheriffs may apply for
14 such plates for vehicles with a rated capacity of one (1) ton or
15 less upon proof of employment by or retirement from a county
16 sheriff's office by either an identification card or letter from the
17 county sheriff or a government-sponsored retirement board from which
18 the county sheriff or deputy sheriff may be receiving a pension.
19 Retirees who are eligible for such plates shall provide proof of
20 eligibility upon initial application, but shall not be required to
21 provide proof of eligibility annually. The license plates shall be
22 designed in consultation with the county sheriff offices of this
23 state;

24

1 38. ~~Surviving Spouse License Plates~~ — such plates shall be
2 ~~designed for any resident of this state who is the surviving spouse~~
3 ~~of an honorably discharged veteran who died due to or as a~~
4 ~~consequence of a service-connected disability. Such surviving~~
5 ~~spouse may, if not since remarried, or if remarried, the remarriage~~
6 ~~is terminated by death, divorce or annulment, apply for a Surviving~~
7 ~~Spouse license plate for one vehicle with a rated carrying capacity~~
8 ~~of one (1) ton or less;~~

9 39. ~~Gold Star Survivor~~/Surviving Spouse License Plates - such
10 plates shall be designed to honor the surviving spouses of qualified
11 veterans. As used in this paragraph, "qualified veteran" shall
12 mean:

- 13 a. any person honorably discharged from any branch of the
14 United States Armed Forces or as a member of the
15 Oklahoma National Guard, who died as a direct result
16 of the performance of duties for any branch of the
17 United States Armed Forces or Oklahoma National Guard
18 while on active military duty, or
- 19 b. any person honorably discharged from any branch of the
20 United States Armed Forces or as a member of the
21 Oklahoma National Guard, who died as a result of
22 injury, illness or disease caused by the performance
23 of such duties while on active duty, whether the death
24

1 occurred while on active duty or after the honorable
2 discharge of such person.

3 The fee provided by this section for the special license plate
4 authorized by this paragraph shall be in addition to all other
5 registration fees provided by law, except the registration fees
6 levied by Section 1132 of this title;

7 ~~40.~~ 39. Korea Defense Service Medal License Plates - such
8 plates shall be designed and issued to any resident of this state
9 who has been awarded the Korea Defense Service Medal by the United
10 States Secretary of Defense. Such persons may apply for a Korea
11 Defense Service Medal license plate for each vehicle with a rated
12 carrying capacity of one (1) ton or less;

13 ~~41.~~ 40. 180th Infantry License Plates - such plates shall be
14 designed for members and prior members of the 180th Infantry.
15 Persons applying for such license plate must obtain and provide
16 proof of their membership from the 180th Infantry Association. The
17 license plates shall be designed in consultation with the 180th
18 Infantry;

19 ~~42.~~ 41. Operation Iraqi Freedom Veteran License Plates - such
20 plates shall be designed and issued to any honorably discharged or
21 present member of the United States Armed Forces who served in
22 Operation Iraqi Freedom. Such person may apply for an Operation
23 Iraqi Freedom Veteran license plate for each vehicle with a rated
24 carrying capacity of one (1) ton or less;

1 ~~43.~~ 42. United States Air Force Academy Alumni License Plates -
2 such plates shall be designed and issued to any resident of this
3 state who is an alumnus of the United States Air Force Academy.
4 Such persons may apply for a United States Air Force Academy Alumnus
5 license plate for each vehicle with a rated carrying capacity of one
6 (1) ton or less;

7 ~~44.~~ 43. Operation Enduring Freedom Veteran License Plate - such
8 plates shall be designed and issued to any honorably discharged or
9 present member of the United States Armed Forces who served in
10 Operation Enduring Freedom on or after September 11, 2001. The
11 license plate shall be designed in consultation with the Military
12 Department of the State of Oklahoma. Such person may apply for an
13 Operation Enduring Freedom Veteran license plate for each vehicle
14 with a rated carrying capacity of one (1) ton or less;

15 ~~45.~~ 44. Military Multi-Decoration License Plate - such plates
16 shall be designed and issued to any honorably discharged or present
17 member of the United States Armed Forces who qualifies for more than
18 one military decoration license plate pursuant to the provisions of
19 this section. The Tax Commission shall develop and implement a
20 system whereby the designs of the eligible license plates can be
21 included together on a single license plate. Such person may apply
22 for a Military Multi-Decoration license plate for each vehicle with
23 a rated carrying capacity of one (1) ton or less; and
24

1 ~~46.~~ 45. Global War on Terror Expeditionary License Plate - such
2 plates shall be designed and issued to any honorably discharged or
3 present member of the United States Armed Forces who has earned a
4 Global War on Terror Expeditionary decoration. The license plate
5 shall be designed in consultation with the United States Institute
6 of Heraldry and the Military Department of the State of Oklahoma.
7 Such person may apply for a Global War on Terror Expeditionary
8 license plate for each vehicle with a rated carrying capacity of one
9 (1) ton or less.

10 C. Unless otherwise provided by this section, the fee for such
11 plates shall be Eight Dollars (\$8.00) and shall be in addition to
12 all other registration fees provided by the Oklahoma Vehicle License
13 and Registration Act. Such fees shall be deposited in the Oklahoma
14 Tax Commission Reimbursement Fund to be used for the administration
15 of the Oklahoma Vehicle License and Registration Act.

16 SECTION 9. AMENDATORY 74 O.S. 2011, Section 150.5, is
17 amended to read as follows:

18 Section 150.5 A. 1. Oklahoma State Bureau of Investigation
19 investigations not covered under Section 150.2 of this title shall
20 be initiated at the request of the following persons:

- 21 a. the Governor,
- 22 b. the Attorney General,
- 23 c. the Council on Judicial Complaints upon a vote by a
24 majority of the Council,

- 1 d. the chair of any Legislative Investigating Committee
2 which has been granted subpoena powers by resolution,
3 upon authorization by a vote of the majority of the
4 Committee,
- 5 e. the Director of the Department of Human Services, or
6 designee, as authorized by Section 1-2-105 of Title
7 10A of the Oklahoma Statutes, or
- 8 f. a district court judge as authorized by Section 1-2-
9 103 of Title 10A of the Oklahoma Statutes.

10 2. Requests for investigations shall be submitted in writing
11 and shall contain specific allegations of wrongdoing under the laws
12 of the State of Oklahoma.

13 B. The Governor may initiate special background investigations
14 with the written consent of the person who is the subject of the
15 investigation.

16 C. The Speaker of the House of Representatives may initiate
17 special background investigations, with the written consent of the
18 person who is the subject of the investigation, for any person whom
19 the Speaker is considering for appointment pursuant to the Speaker's
20 appointment authority.

21 D. The President Pro Tempore of the Senate may initiate special
22 background investigations, with the written consent of the person
23 who is the subject of the investigation, for any person whom the
24

1 President Pro Tempore is considering for appointment pursuant to the
2 President Pro Tempore's appointment authority.

3 E. The chair of any Senate committee which is fulfilling the
4 statutory responsibility for approving nominations made by the
5 Governor may, upon a vote by a majority of the committee and with
6 the written consent of the person who is to be the subject of the
7 investigation, initiate a special background investigation of any
8 nominee for the Oklahoma Horse Racing Commission as established by
9 Section 201 of Title 3A of the Oklahoma Statutes or any nominee for
10 the Board of Trustees of the Oklahoma Lottery Commission as
11 established by Section 704 of Title 3A of the Oklahoma Statutes.
12 The Bureau shall submit a report to the committee within thirty (30)
13 days of the receipt of the request. Any consideration by the
14 committee of a report from the Bureau shall be for the exclusive use
15 of the committee and shall be considered only in executive session.

16 ~~D.~~ F. 1. All records relating to any investigation being
17 conducted by the Bureau, including any records of laboratory
18 services provided to law enforcement agencies pursuant to paragraph
19 1 of Section 150.2 of this title, shall be confidential and shall
20 not be open to the public or to the Commission except as provided in
21 Section 150.4 of this title; provided, however, officers and agents
22 of the Bureau may disclose, at the discretion of the Director, such
23 investigative information to:

24

- 1 a. officers and agents of federal, state, county, or
2 municipal law enforcement agencies and to district
3 attorneys, in the furtherance of criminal
4 investigations within their respective jurisdictions,
5 b. employees of the Department of Human Services in the
6 furtherance of child abuse investigations, and
7 c. appropriate accreditation bodies for the purposes of
8 the Bureau's obtaining or maintaining accreditation.

9 2. Any unauthorized disclosure of any information contained in
10 the confidential files of the Bureau shall be a misdemeanor. The
11 person or entity authorized to initiate investigations in this
12 section, and the Attorney General in the case of investigations
13 initiated by the Insurance Commissioner, shall receive a report of
14 the results of the requested investigation. The person or entity
15 requesting the investigation may give that information only to the
16 appropriate prosecutorial officer or agency having statutory
17 authority in the matter if that action appears proper from the
18 information contained in the report, and shall not reveal or give
19 such information to any other person or agency. Violation hereof
20 shall be deemed willful neglect of duty and shall be grounds for
21 removal from office.

22 E. G. It shall not be a violation of this section to reveal
23 otherwise confidential information to outside agencies or
24 individuals who are providing interpreter services, questioned

1 document analysis, laboratory services, or other specialized
2 services that are necessary in the assistance of Bureau
3 investigations. Individuals or agencies receiving the confidential
4 and investigative information or records or results of laboratory
5 services provided to the Bureau by those agencies or individuals,
6 shall be subject to the confidentiality provisions and requirements
7 established in subsection ~~D~~ F of this section.

8 ~~F.~~ H. It shall not be a violation of this section to reveal for
9 training or educational purposes otherwise confidential information
10 from records relating to any investigation previously conducted by
11 the Bureau, including any records of laboratory services provided to
12 law enforcement agencies pursuant to paragraph 1 of Section 150.2 of
13 this title, so long as ten (10) or more years have passed since the
14 production of the information or record.

15 ~~G.~~ I. It shall not be a violation of this section to reveal
16 otherwise confidential information from records relating to any
17 investigation being conducted by the Bureau, including any records
18 of laboratory services provided to law enforcement agencies pursuant
19 to paragraph 1 of Section 150.2 of this title or to the public,
20 provided, release of the confidential information has been
21 authorized by the Director of the Bureau for the purposes of
22 developing or obtaining further information reasonably necessary to
23 the successful conclusion of a criminal investigation being
24 conducted by the Bureau or authorized by the Director of the Bureau

1 for the purpose of advising crime victims or family representatives
2 of homicide victims regarding the status of a pending investigation.

3 H. J. The State Treasurer shall initiate a complete background
4 investigation of the positions with the written consent of the
5 persons who are the subject of the investigation pursuant to
6 subsection I of Section 71.1 of Title 62 of the Oklahoma Statutes.
7 The Bureau shall advise the State Treasurer and the Cash Management
8 and Investment Oversight Commission in writing of the results of the
9 investigation.

10 SECTION 10. This act shall become effective November 1, 2013.

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