

STATE OF OKLAHOMA

1st Session of the 58th Legislature (2021)

SENATE BILL 901

By: Leewright

AS INTRODUCED

An Act relating to motor vehicle dealers and factories; amending 47 O.S. 2011, Section 565, as last amended by Section 2, Chapter 79, O.S.L. 2019 (47 O.S. Supp. 2020, Section 565), which relates to denial, revocation or suspension of licenses and penalties; prohibiting denial or chargeback of a certain claim for failure of certain purchasers to obtain title or registration; and providing an effective date.

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

SECTION 1. AMENDATORY 47 O.S. 2011, Section 565, as last amended by Section 2, Chapter 79, O.S.L. 2019 (47 O.S. Supp. 2020, Section 565), is amended to read as follows:

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

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

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

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

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

12 5. Being a new motor vehicle dealer who:

13 a. has required a purchaser of a new motor vehicle, as a
14 condition of sale and delivery thereof, to also
15 purchase special features, appliances, accessories or
16 equipment not desired or requested by the purchaser
17 and installed by the dealer,

18 b. uses any false or misleading advertising in connection
19 with business as a new motor vehicle dealer,

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

22 d. has failed or refused to perform any written agreement
23 with any retail buyer involving the sale of a motor
24 vehicle,

- e. has been convicted of a crime involving moral turpitude,
- f. has committed a fraudulent act in selling, purchasing or otherwise dealing in new motor vehicles or has misrepresented the terms and conditions of a sale, purchase or contract for sale or purchase of a new motor vehicle or any interest therein including an option to purchase such vehicle,
- g. has failed to meet or maintain the conditions and requirements necessary to qualify for the issuance of a license, or
- h. completes any sale or transaction of an extended service contract, extended maintenance plan, or similar product using contract forms that do not conspicuously disclose the identity of the service contract provider;

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

7. Being a new motor vehicle dealer who:

- a. does not have an established place of business,
- b. does not provide for a suitable repair shop separate from the display room with ample space to repair or recondition one or more vehicles at the same time, and which is equipped with such parts, tools and equipment

- as may be requisite for the servicing of motor vehicles in such a manner as to make them comply with the safety laws of this state and to properly fulfill the dealer's or manufacturer's warranty obligation,
- c. does not hold a franchise in effect with a manufacturer or distributor of new or unused motor vehicles for the sale of the same and is not authorized by the manufacturer or distributor to render predelivery preparation of such vehicles sold to purchasers and to perform any authorized post-sale work pursuant to the manufacturer's or distributor's warranty,
 - d. employs or utilizes the services of used motor vehicle lots or dealers or other unlicensed persons in connection with the sale of new motor vehicles,
 - e. does not properly service a new motor vehicle before delivery of same to the original purchaser thereof, or
 - f. fails to order and stock a reasonable number of new motor vehicles necessary to meet customer demand for each of the new motor vehicles included in the new motor vehicle dealer's franchise agreement, unless the new motor vehicles are not readily available from the manufacturer or distributor due to limited production;

8. Being a factory that has:

- 1 a. either induced or attempted to induce by means of
2 coercion or intimidation, any new motor vehicle
3 dealer:
- 4 (1) to accept delivery of any motor vehicle or
5 vehicles, parts or accessories therefor, or any
6 other commodities including advertising material
7 which shall not have been ordered by the new
8 motor vehicle dealer,
- 9 (2) to order or accept delivery of any motor vehicle
10 with special features, appliances, accessories or
11 equipment not included in the list price of the
12 motor vehicles as publicly advertised by the
13 manufacturer thereof, or
- 14 (3) to order or accept delivery of any parts,
15 accessories, equipment, machinery, tools,
16 appliances or any commodity whatsoever, or
- 17 b. induced under threat or discrimination by the
18 withholding from delivery to a motor vehicle dealer
19 certain models of motor vehicles, changing or amending
20 unilaterally the dealer's allotment of motor vehicles
21 and/or withholding and delaying delivery of such
22 vehicles out of the ordinary course of business, in
23 order to induce by such coercion any such dealer to
24 participate or contribute to any local or national

1 advertising fund controlled directly or indirectly by
2 the factory or for any other purposes such as contest,
3 "give-aways" or other so-called sales promotional
4 devices and/or change of quotas in any sales contest;
5 or has required motor vehicle dealers, as a condition
6 to receiving their vehicle allotment, to order a
7 certain percentage of the vehicles with optional
8 equipment not specified by the new motor vehicle
9 dealer; however, nothing in this section shall
10 prohibit a factory from supporting an advertising
11 association which is open to all dealers on the same
12 basis;

13 9. Being a factory that:

- 14 a. has attempted to coerce or has coerced any new motor
15 vehicle dealer to enter into any agreement or to
16 cancel any agreement, or fails to act in good faith
17 and in a fair, equitable and nondiscriminatory manner;
18 or has directly or indirectly coerced, intimidated,
19 threatened or restrained any motor vehicle dealer; or
20 has acted dishonestly, or has failed to act in
21 accordance with the reasonable standards of fair
22 dealing,
- 23 b. has failed to compensate its dealers for the work and
24 services they are required to perform in connection

1 with the dealer's delivery and preparation obligations
2 according to the agreements on file with the
3 Commission which must be found by the Commission to be
4 reasonable, or fail to adequately and fairly
5 compensate its dealers for labor, parts and other
6 expenses incurred by such dealer to perform under and
7 comply with manufacturer's warranty agreements.
8 Adequate and fair compensation for parts shall be
9 established by the dealer submitting to the
10 manufacturer or distributor one hundred sequential
11 nonwarranty customer-paid service repair orders which
12 contain warranty-like parts, or ninety (90)
13 consecutive days of nonwarranty customer-paid service
14 repair orders which contain warranty-like parts,
15 whichever is less, covering repairs made no more than
16 one hundred eighty (180) days before the submission
17 and declaring the average percentage markup. Adequate
18 and fair compensation for labor shall be established
19 by the dealer submitting to the manufacturer or
20 distributor one hundred sequential customer-paid
21 service repair orders which contain labor charges, or
22 ninety (90) consecutive days of customer-paid service
23 repair orders which contain labor charges, whichever
24 is less. When submitting repair orders to calculate a

1 labor rate, a dealer need not include repair orders
2 for routine maintenance. A manufacturer or
3 distributor may, not later than thirty (30) days after
4 submission, rebut that declared rate in writing by
5 reasonably substantiating that the rate is inaccurate
6 or unreasonable in light of the practices of all other
7 franchised motor vehicle dealers in an economically
8 similar part of the state offering the same line-make
9 vehicles. The retail rate shall go into effect thirty
10 (30) days following the approval by the manufacturer,
11 subject to audit of the submitted repair orders by the
12 franchisor and a rebuttal of the declared rate as
13 described above. If the declared rate is rebutted,
14 the manufacturer or distributor shall propose an
15 adjustment in writing of the average percentage markup
16 based on that rebuttal not later than thirty (30) days
17 after submission. If the dealer does not agree with
18 the proposed average percentage markup, the dealer may
19 file a protest with the Commission not later than
20 thirty (30) days after receipt of that proposal by the
21 manufacturer or distributor. In the event a protest
22 is filed, the manufacturer or distributor shall have
23 the burden of proof to establish the new motor vehicle
24 dealer's submitted rate was inaccurate or unreasonable

1 in light of the practices of all other franchised
2 motor vehicle dealers in an economically similar part
3 of the state. A manufacturer or distributor may not
4 retaliate against any new motor vehicle dealer seeking
5 to exercise its rights under this provision. A
6 manufacturer or distributor may require a dealer to
7 submit repair orders in accordance with this section
8 in order to validate a dealer's retail rate for parts
9 or labor not more often than once every twelve (12)
10 months. All claims made by dealers for compensation
11 for delivery, preparation and warranty work shall be
12 paid within thirty (30) days after approval and shall
13 be approved or disapproved within thirty (30) days
14 after receipt. When any claim is disapproved, the
15 dealer shall be notified in writing of the grounds for
16 disapproval. The dealer's delivery, preparation and
17 warranty obligations as filed with the Commission
18 shall constitute the dealer's sole responsibility for
19 product liability as between the dealer and
20 manufacturer. A factory may reasonably and
21 periodically audit a new motor vehicle dealer to
22 determine the validity of paid claims for dealer
23 compensation or any ~~charge-backs~~ chargebacks for
24 warranty parts or service compensation. Except in

1 cases of suspected fraud, audits of warranty payments
2 shall only be for the one-year period immediately
3 following the date of the payment. A manufacturer
4 shall reserve the right to reasonable, periodic audits
5 to determine the validity of paid claims for dealer
6 compensation or any ~~charge-backs~~ chargebacks for
7 consumer or dealer incentives. Except in cases of
8 suspected fraud, audits of incentive payments shall
9 only be for a one-year period immediately following
10 the date of the payment. A factory shall not deny a
11 claim or charge a new motor vehicle dealer back
12 subsequent to the payment of the claim unless the
13 factory can show that the claim was false or
14 fraudulent or that the new motor vehicle dealer failed
15 to reasonably substantiate the claim by the written
16 reasonable procedures of the factory. A factory shall
17 not deny a claim or implement a chargeback against a
18 new motor vehicle dealer after payment of a claim in
19 the event a purchaser of a new vehicle that is the
20 subject of a claim fails to comply with titling or
21 registration laws of this state and is not prevented
22 from compliance by any action of the dealer. The
23 factory shall provide written notice to a dealer of a
24 proposed ~~charge-back~~ chargeback that is the result of

1 an audit along with the specific audit results and
2 proposed ~~charge-back~~ chargeback amount. A dealer that
3 receives notice of a proposed ~~charge-back~~ chargeback
4 pursuant to a factory's audit has the right to file a
5 protest with the Commission within thirty (30) days
6 after receipt of the notice of the ~~charge-back~~
7 chargeback or audit results, whichever is later. The
8 factory is prohibited from implementing the ~~charge-~~
9 ~~back~~ chargeback or debiting the dealer's account until
10 either the time frame for filing a protest has passed
11 or a final adjudication is rendered by the Commission,
12 whichever is later, unless the dealer has agreed to
13 the ~~charge-back~~ chargeback or ~~charge-backs~~
14 chargebacks,

- 15 c. unreasonably fails or refuses to offer to its same
16 line-make franchised dealers all models manufactured
17 for that line-make, or unreasonably requires a dealer
18 to pay any extra fee, purchase unreasonable
19 advertising displays or other materials, or remodel,
20 renovate, or recondition the dealer's existing
21 facilities as a prerequisite to receiving a model or
22 series of vehicles. The failure to deliver any such
23 new motor vehicle shall not be considered a violation
24 of the section if the failure is not arbitrary or is

1 due to lack of manufacturing capacity or to a strike
2 or labor difficulty, a shortage of materials, a
3 freight embargo or other cause over which the
4 manufacturer has no control. However, this
5 subparagraph shall not apply to recreational vehicles
6 or limited production model vehicles,

- 7 d. except as necessary to comply with a health or safety
8 law, or to comply with a technology requirement which
9 is necessary to sell or service a motor vehicle that
10 the franchised motor vehicle dealer is authorized or
11 licensed by the franchisor to sell or service,
12 requires a new motor vehicle dealer to construct a new
13 facility or substantially renovate the new motor
14 vehicle dealer's existing facility unless the facility
15 construction or renovation is justified by the
16 economic conditions existing at the time, as well as
17 the reasonably foreseeable projections, in the
18 automotive industry. However, this subparagraph shall
19 not apply if the factory provides money, credit,
20 allowance, reimbursement, or additional vehicle
21 allocation to a dealer to compensate the dealer for
22 the cost of, or a portion of the cost of, the facility
23 construction or renovation,
24

1 e. requires a new motor vehicle dealer to establish an
2 exclusive facility, unless supported by reasonable
3 business, market and economic considerations;
4 provided, that this provision shall not restrict the
5 terms of any agreement for such exclusive facility
6 voluntarily entered into and supported by valuable
7 consideration separate from the new motor vehicle
8 dealer's right to sell and service motor vehicles for
9 the franchisor,

10 f. requires a new motor vehicle dealer to enter into a
11 site-control agreement covering any or all of the new
12 motor vehicle dealer's facilities or premises;
13 provided, that this provision shall not restrict the
14 terms of any site-control agreement voluntarily
15 entered into and supported by valuable consideration
16 separate from the new motor vehicle dealer's right to
17 sell and service motor vehicles for the franchisor.
18 Notwithstanding the foregoing or the terms of any
19 site-control agreement, a site-control agreement
20 automatically extinguishes if all of the factory's
21 franchises that operated from the location that are
22 the subject of the site-control agreement are
23 terminated by the factory as part of the
24 discontinuance of a product line, or

1 g. requires a new motor vehicle dealer to purchase goods
2 or services for the construction, renovation, or
3 improvement of the dealer's facility from a vendor
4 chosen by the factory if goods or services available
5 from other sources are of substantially similar
6 quality and design and comply with all applicable
7 laws; provided, however, that such goods are not
8 subject to the factory's intellectual property or
9 trademark rights and the new motor vehicle dealer has
10 received the factory's approval, which approval may
11 not be unreasonably withheld. Nothing in this
12 subparagraph may be construed to allow a new motor
13 vehicle dealer to impair or eliminate a factory's
14 intellectual property, trademark rights or trade dress
15 usage guidelines. Nothing in this section prohibits
16 the enforcement of a voluntary agreement between the
17 factory and the new motor vehicle dealer where
18 separate and valuable consideration has been offered
19 and accepted;

20 10. Being a factory that establishes a system of motor vehicle
21 allocation or distribution which is unfair, inequitable or
22 unreasonably discriminatory. Upon the request of any dealer
23 franchised by it, a factory shall disclose in writing to the dealer
24

1 the basis upon which new motor vehicles are allocated, scheduled and
2 delivered among the dealers of the same line-make for that factory;

3 11. Being a factory that sells directly or indirectly new motor
4 vehicles to any retail consumer in the state except through a new
5 motor vehicle dealer holding a franchise for the line-make that
6 includes the new motor vehicle. This paragraph does not apply to
7 factory sales of new motor vehicles to its employees, family members
8 of employees, retirees and family members of retirees, not-for-
9 profit organizations or the federal, state or local governments.
10 The provisions of this paragraph shall not preclude a factory from
11 providing information to a consumer for the purpose of marketing or
12 facilitating a sale of a new motor vehicle or from establishing a
13 program to sell or offer to sell new motor vehicles through
14 participating dealers;

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

- 16 (1) owns any ownership interest or has any financial
17 interest in a new motor vehicle dealer or any
18 person who sells products or services to the
19 public,
20 (2) operates or controls a new motor vehicle dealer,
21 or
22 (3) acts in the capacity of a new motor vehicle
23 dealer.
24

1 b. (1) This paragraph does not prohibit a factory from
2 owning or controlling a new motor vehicle dealer
3 while in a bona fide relationship with a dealer
4 development candidate who has made a substantial
5 initial investment in the franchise and whose
6 initial investment is subject to potential loss.
7 The dealer development candidate can reasonably
8 expect to acquire full ownership of a new motor
9 vehicle dealer within a reasonable period of time
10 not to exceed ten (10) years and on reasonable
11 terms and conditions. The ten-year acquisition
12 period may be expanded for good cause shown.

13 (2) This paragraph does not prohibit a factory from
14 owning, operating, controlling or acting in the
15 capacity of a motor vehicle dealer for a period
16 not to exceed twelve (12) months during the
17 transition from one dealer to another dealer if
18 the dealership is for sale at a reasonable price
19 and on reasonable terms and conditions to an
20 independent qualified buyer. On showing by a
21 factory of good cause, the Oklahoma Motor Vehicle
22 Commission may extend the time limit set forth
23 above; extensions may be granted for periods not
24 to exceed twelve (12) months.

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

5 (4) This paragraph does not prohibit a factory from
6 owning, directly or indirectly, a minority
7 interest in an entity that owns, operates or
8 controls motor vehicle dealerships of the same
9 line-make franchised by the manufacturer,
10 provided that each of the following conditions
11 are met:

12 (a) all of the motor vehicle dealerships selling
13 the motor vehicles of that manufacturer in
14 this state trade exclusively in the line-
15 make of that manufacturer,

16 (b) all of the franchise agreements of the
17 manufacturer confer rights on the dealer of
18 the line-make to develop and operate, within
19 a defined geographic territory or area, as
20 many dealership facilities as the dealer and
21 manufacturer shall agree are appropriate,

22 (c) at the time the manufacturer first acquires
23 an ownership interest or assumes operation,
24 the distance between any dealership thus
25

1 owned or operated and the nearest
2 unaffiliated motor vehicle dealership
3 trading in the same line-make is not less
4 than seventy (70) miles,

5 (d) during any period in which the manufacturer
6 has such an ownership interest, the
7 manufacturer has no more than three
8 franchise agreements with new motor vehicle
9 dealers licensed by the Oklahoma Motor
10 Vehicle Commission to do business within the
11 state, and

12 (e) prior to January 1, 2000, the factory shall
13 have furnished or made available to
14 prospective motor vehicle dealers an
15 offering-circular in accordance with the
16 Trade Regulation Rule on Franchising of the
17 Federal Trade Commission, and any guidelines
18 and exemptions issued thereunder, which
19 disclose the possibility that the factory
20 may from time to time seek to own or
21 acquire, directly or indirectly, ownership
22 interests in retail dealerships;

23 13. Being a factory which directly or indirectly makes
24 available for public disclosure any proprietary information provided
25

1 to the factory by a new motor vehicle dealer, other than in
2 composite form to dealers in the same line-make or in response to a
3 subpoena or order of the Commission or a court. Proprietary
4 information includes, but is not limited to, information based on:

- 5 a. any information derived from monthly financial
6 statements provided to the factory, and
- 7 b. any information regarding any aspect of the
8 profitability of a particular new motor vehicle
9 dealer;

10 14. Being a factory which does not provide or direct leads in a
11 fair, equitable and timely manner. Nothing in this paragraph shall
12 be construed to require a factory to disregard the preference of a
13 consumer in providing or directing a lead;

14 15. Being a factory which used the customer list of a new motor
15 vehicle dealer for the purpose of unfairly competing with dealers;

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

- 19 a. the facility and the proposed new location satisfies
20 or meets the written reasonable guidelines of the
21 factory. Reasonable guidelines do not include site
22 control unless agreed to as set forth in subparagraphs
23 e and f of paragraph 9 of this subsection,

- 1 b. the proposed new location is within the area of
2 responsibility of the new motor vehicle dealer
3 pursuant to Section 578.1 of this title, and
4 c. the factory has sixty (60) days from receipt of the
5 new motor vehicle dealer's relocation request to
6 approve or deny the request. The failure to approve
7 or deny the request within the sixty-day time frame
8 shall constitute approval of the request;

9 17. Being a factory which prohibits a new motor vehicle dealer
10 from adding additional line-makes to its existing facility, if,
11 after adding the additional line-makes, the facility satisfies the
12 written reasonable capitalization standards and facility guidelines
13 of each factory. Reasonable facility guidelines do not include a
14 requirement to maintain site control unless agreed to by the dealer
15 as set forth in subparagraphs e and f of paragraph 9 of this
16 subsection;

17 18. Being a factory that increases prices of new motor vehicles
18 which the new motor vehicle dealer had ordered for retail consumers
19 and notified the factory prior to the dealer's receipt of the
20 written official price increase notification. A sales contract
21 signed by a retail consumer accompanied with proof of order
22 submission to the factory shall constitute evidence of each such
23 order, provided that the vehicle is in fact delivered to the
24 customer. Price differences applicable to new models or series

1 motor vehicles at the time of the introduction of new models or
2 series shall not be considered a price increase for purposes of this
3 paragraph. Price changes caused by any of the following shall not
4 be subject to the provisions of this paragraph:

- 5 a. the addition to a motor vehicle of required or
6 optional equipment pursuant to state or federal law,
- 7 b. revaluation of the United States dollar in the case of
8 foreign-made vehicles or components, or
- 9 c. an increase in transportation charges due to increased
10 rates imposed by common or contract carriers;

11 19. Being a factory that requires a new motor vehicle dealer to
12 participate monetarily in an advertising campaign or contest, or
13 purchase any promotional materials, showroom or other display
14 decoration or materials at the expense of the new motor vehicle
15 dealer without consent of the dealer, which consent shall not be
16 unreasonably withheld;

17 20. Being a factory that denies any new motor vehicle dealer
18 the right of free association with any other new motor vehicle
19 dealer for any lawful purpose, unless otherwise permitted by this
20 chapter; or

21 21. Being a factory that requires a new motor vehicle dealer to
22 sell, offer to sell or sell exclusively an extended service
23 contract, extended maintenance plan or similar product, such as gap
24

1 products offered, endorsed or sponsored by the factory by the
2 following means:

- 3 a. by an act or statement from the factory that will in
4 any manner adversely impact the dealer,
- 5 b. by measuring the dealer's performance under the
6 franchise based on the sale of extended service
7 contracts, extended maintenance plans or similar
8 products offered, endorsed or sponsored by the
9 manufacturer or distributor.

10 B. Notwithstanding the terms of any franchise agreement, in the
11 event of a proposed sale or transfer of a dealership, the
12 manufacturer or distributor shall be permitted to exercise a right
13 of first refusal to acquire the assets or ownership interest of the
14 dealer of the new vehicle dealership, if such sale or transfer is
15 conditioned upon the manufacturer or dealer entering into a dealer
16 agreement with the proposed new owner or transferee, only if all the
17 following requirements are met:

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

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

1 3. The proposed sale or transfer of the assets of the
2 dealership does not involve the transfer or sale to a member or
3 members of the family of one or more dealer owners, or to a
4 qualified manager or a partnership or corporation controlled by such
5 persons; and

6 4. The factory agrees to pay the reasonable expenses including
7 attorney fees which do not exceed the usual, customary and
8 reasonable fees charged for similar work done for other clients
9 incurred by the proposed new owner and transferee prior to the
10 exercise by the factory of its right of first refusal in negotiating
11 and implementing the contract for the proposed sale or transfer of
12 the dealership or dealership assets. Notwithstanding the foregoing,
13 no payment of expenses and attorney fees shall be required if the
14 proposed new dealer or transferee has not submitted or caused to be
15 submitted an accounting of those expenses within thirty (30) days of
16 receipt of the written request of the factory for such an
17 accounting. The accounting may be requested by a factory before
18 exercising its right of first refusal.

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

21 1. Business activities including without limitation the
22 dealings with motor vehicle manufacturers and the representatives
23 and affiliates of motor vehicle manufacturers, of any person that is
24 primarily engaged in the business of short-term, not to exceed

1 twelve (12) months, rental of motor vehicles and industrial and
2 construction equipment and activities incidental to that business,
3 provided that:

- 4 a. any motor vehicle sold by that person is limited to
5 used motor vehicles that have been previously used
6 exclusively and regularly by that person in the
7 conduct of business and used motor vehicles traded in
8 on motor vehicles sold by that person,
- 9 b. warranty repairs performed by that person on motor
10 vehicles are limited to those motor vehicles that it
11 owns, previously owned or takes in trade, and
- 12 c. motor vehicle financing provided by that person to
13 retail consumers for motor vehicles is limited to used
14 vehicles sold by that person in the conduct of
15 business; or

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

18 SECTION 2. This act shall become effective November 1, 2021.

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