

STATE OF OKLAHOMA

1st Session of the 59th Legislature (2023)

SENATE BILL 593

By: Thompson (Roger)

AS INTRODUCED

An Act relating to motor vehicle dealers and manufacturers; amending 47 O.S. 2021, Section 565, as amended by Section 3, Chapter 192, O.S.L. 2022 (47 O.S. Supp. 2022, Section 565), which relates to application, denial, revocation, or suspension of licenses and penalties; prohibiting denial or chargeback of certain claim for failure of purchasers to comply with title and registration laws; clarifying statutory language; and providing an effective date.

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

SECTION 1. AMENDATORY 47 O.S. 2021, Section 565, as amended by Section 3, Chapter 192, O.S.L. 2022 (47 O.S. Supp. 2022, 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,

- 1 e. has been convicted of a felony crime that
2 substantially relates to the occupation of a motor
3 vehicle dealer and poses a reasonable threat to public
4 safety,
- 5 f. has committed a fraudulent act in selling, purchasing,
6 or otherwise dealing in new motor vehicles or has
7 misrepresented the terms and conditions of a sale,
8 purchase, or contract for sale or purchase of a new
9 motor vehicle or any interest therein including an
10 option to purchase such vehicle,
- 11 g. has failed to meet or maintain the conditions and
12 requirements necessary to qualify for the issuance of
13 a license, or
- 14 h. completes any sale or transaction of an extended
15 service contract, extended maintenance plan, or
16 similar product using contract forms that do not
17 conspicuously disclose the identity of the service
18 contract provider;

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

21 7. Being a new motor vehicle dealer who:

- 22 a. does not have an established place of business,
23 b. does not provide for a suitable repair shop separate
24 from the display room with ample space to repair or
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1 recondition one or more vehicles at the same time, and
2 which is equipped with such parts, tools, and
3 equipment as may be requisite for the servicing of
4 motor vehicles in such a manner as to make them comply
5 with the safety laws of this state and to properly
6 fulfill the dealer's or manufacturer's warranty
7 obligation,

8 c. does not hold a franchise in effect with a
9 manufacturer or distributor of new or unused motor
10 vehicles for the sale of the same and is not
11 authorized by the manufacturer or distributor to
12 render predelivery preparation of such vehicles sold
13 to purchasers and to perform any authorized post-sale
14 work pursuant to the manufacturer's or distributor's
15 warranty,

16 d. employs a person without obtaining a certificate of
17 registration for the person, or utilizes the services
18 of used motor vehicle lots or dealers or other
19 unlicensed persons in connection with the sale of new
20 motor vehicles,

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

23 f. fails to order and stock a reasonable number of new
24 motor vehicles necessary to meet customer demand for

1 each of the new motor vehicles included in the new
2 motor vehicle dealer's franchise agreement, unless the
3 new motor vehicles are not readily available from the
4 manufacturer or distributor due to limited production;

5 8. Being a factory that has:

6 a. either induced or attempted to induce by means of
7 coercion or intimidation, any new motor vehicle
8 dealer:

9 (1) to accept delivery of any motor vehicle or
10 vehicles, parts, or accessories therefor, or any
11 other commodities including advertising material
12 which shall not have been ordered by the new
13 motor vehicle dealer,

14 (2) to order or accept delivery of any motor vehicle
15 with special features, appliances, accessories,
16 or equipment not included in the list price of
17 the motor vehicles as publicly advertised by the
18 manufacturer thereof, or

19 (3) to order or accept delivery of any parts,
20 accessories, equipment, machinery, tools,
21 appliances, or any commodity whatsoever, or

22 b. induced under threat or discrimination by the
23 withholding from delivery to a motor vehicle dealer
24 certain models of motor vehicles, changing or amending
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1 unilaterally the dealer's allotment of motor vehicles,
2 and/or withholding and delaying delivery of such
3 vehicles out of the ordinary course of business, in
4 order to induce by such coercion any such dealer to
5 participate or contribute to any local or national
6 advertising fund controlled directly or indirectly by
7 the factory or for any other purposes such as contest,
8 "give-aways" or other so-called sales promotional
9 devices, and/or change of quotas in any sales contest;
10 or has required motor vehicle dealers, as a condition
11 to receiving their vehicle allotment, to order a
12 certain percentage of the vehicles with optional
13 equipment not specified by the new motor vehicle
14 dealer; however, nothing in this section shall
15 prohibit a factory from supporting an advertising
16 association which is open to all dealers on the same
17 basis;

18 9. Being a factory that:

- 19 a. has attempted to coerce or has coerced any new motor
20 vehicle dealer to enter into any agreement or to
21 cancel any agreement, or fails to act in good faith
22 and in a fair, equitable and nondiscriminatory manner;
23 or has directly or indirectly coerced, intimidated,
24 threatened, or restrained any motor vehicle dealer; or

1 has acted dishonestly, or has failed to act in
2 accordance with the reasonable standards of fair
3 dealing,

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

1 distributor one hundred sequential customer-paid
2 service repair orders which contain labor charges, or
3 ninety (90) consecutive days of customer-paid service
4 repair orders which contain labor charges, whichever
5 is less. When submitting repair orders to calculate a
6 labor rate, a dealer need not include repair orders
7 for routine maintenance. A manufacturer or
8 distributor may, not later than thirty (30) days after
9 submission, rebut that declared rate in writing by
10 reasonably substantiating that the rate is inaccurate
11 or unreasonable in light of the practices of all other
12 franchised motor vehicle dealers in an economically
13 similar part of the state offering the same line-make
14 vehicles. The retail rate shall go into effect thirty
15 (30) days following the approval by the manufacturer,
16 subject to audit of the submitted repair orders by the
17 franchisor and a rebuttal of the declared rate as
18 described above. If the declared rate is rebutted,
19 the manufacturer or distributor shall propose an
20 adjustment in writing of the average percentage markup
21 based on that rebuttal not later than thirty (30) days
22 after submission. If the dealer does not agree with
23 the proposed average percentage markup, the dealer may
24 file a protest with the Commission not later than

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

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

1 subject of a claim fails to comply with titling or
2 registration laws of this state and is not prevented
3 from compliance by any action of the dealer. The
4 factory shall provide written notice to a dealer of a
5 proposed ~~charge-back~~ chargeback that is the result of
6 an audit along with the specific audit results and
7 proposed ~~charge-back~~ chargeback amount. A dealer that
8 receives notice of a proposed ~~charge-back~~ chargeback
9 pursuant to a factory's audit has the right to file a
10 protest with the Commission within thirty (30) days
11 after receipt of the notice of the ~~charge-back~~
12 chargeback or audit results, whichever is later. The
13 factory is prohibited from implementing the ~~charge-~~
14 ~~back~~ chargeback or debiting the dealer's account until
15 either the time frame for filing a protest has passed
16 or a final adjudication is rendered by the Commission,
17 whichever is later, unless the dealer has agreed to
18 the ~~charge-back~~ chargeback or ~~charge-backs~~
19 chargebacks,

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

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

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

1 allowance, reimbursement, or additional vehicle
2 allocation to a dealer to compensate the dealer for
3 the cost of, or a portion of the cost of, the facility
4 construction or renovation,

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

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

1 franchises that operated from the location that are
2 the subject of the site-control agreement are
3 terminated by the factory as part of the
4 discontinuance of a product line, or

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

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

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

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

- 21 (1) owns any ownership interest or has any financial
22 interest in a new motor vehicle dealer or any
23 person who sells products or services to the
24 public,

- 1 (2) operates or controls a new motor vehicle dealer,
2 or
3 (3) acts in the capacity of a new motor vehicle
4 dealer.

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

- 17 (2) This paragraph does not prohibit a factory from
18 owning, operating, controlling, or acting in the
19 capacity of a motor vehicle dealer for a period
20 not to exceed twelve (12) months during the
21 transition from one dealer to another dealer if
22 the dealership is for sale at a reasonable price
23 and on reasonable terms and conditions to an
24 independent qualified buyer. On showing by a

1 factory of good cause, the Oklahoma Motor Vehicle
2 Commission may extend the time limit set forth
3 above; extensions may be granted for periods not
4 to exceed twelve (12) months.

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

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

16 (a) all of the motor vehicle dealerships selling
17 the motor vehicles of that manufacturer in
18 this state trade exclusively in the line-
19 make of that manufacturer,

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

3 (c) at the time the manufacturer first acquires
4 an ownership interest or assumes operation,
5 the distance between any dealership thus
6 owned or operated and the nearest
7 unaffiliated motor vehicle dealership
8 trading in the same line-make is not less
9 than seventy (70) miles,

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

17 (e) prior to January 1, 2000, the factory shall
18 have furnished or made available to
19 prospective motor vehicle dealers an
20 offering-circular in accordance with the
21 Trade Regulation Rule on Franchising of the
22 Federal Trade Commission, and any guidelines
23 and exemptions issued thereunder, which
24 disclose the possibility that the factory

1 factory. Reasonable guidelines do not include site
2 control unless agreed to as set forth in subparagraphs
3 e and f of paragraph 9 of this subsection,

4 b. the proposed new location is within the area of
5 responsibility of the new motor vehicle dealer
6 pursuant to Section 578.1 of this title, and

7 c. the factory has sixty (60) days from receipt of the
8 new motor vehicle dealer's relocation request to
9 approve or deny the request. The failure to approve
10 or deny the request within the sixty-day time frame
11 shall constitute approval of the request;

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

20 18. Being a factory that increases prices of new motor vehicles
21 which the new motor vehicle dealer had ordered for retail consumers
22 and notified the factory prior to the dealer's receipt of the
23 written official price increase notification. A sales contract
24 signed by a retail consumer accompanied with proof of order

1 submission to the factory shall constitute evidence of each such
2 order, provided that the vehicle is in fact delivered to the
3 customer. Price differences applicable to new models or series
4 motor vehicles at the time of the introduction of new models or
5 series shall not be considered a price increase for purposes of this
6 paragraph. Price changes caused by any of the following shall not
7 be subject to the provisions of this paragraph:

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

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

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

1 21. Being a factory that requires a new motor vehicle dealer to
2 sell, offer to sell or sell exclusively an extended service
3 contract, extended maintenance plan or similar product, such as gap
4 products offered, endorsed, or sponsored by the factory by the
5 following means:

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

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

21 1. To exercise its right of first refusal, the factory must
22 notify the dealer in writing within sixty (60) days of receipt of
23 the completed proposal for the proposed sale transfer;
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1 2. The exercise of the right of first refusal will result in
2 the dealer and the owner of the dealership receiving the same or
3 greater consideration as they have contracted to receive in
4 connection with the proposed change of ownership or transfer;

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

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

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

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

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

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

22 D. As used in this section:

23 1. "Substantially relates" means the nature of criminal conduct
24 for which the person was convicted has a direct bearing on the
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1 fitness or ability to perform one or more of the duties or
2 responsibilities necessarily related to the occupation; and

3 2. "Poses a reasonable threat" means the nature of criminal
4 conduct for which the person was convicted involved an act or threat
5 of harm against another and has a bearing on the fitness or ability
6 to serve the public or work with others in the occupation.

7 SECTION 2. This act shall become effective November 1, 2023.

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