

SSB 6137 - S AMD 609
By Senator Conway

ADOPTED 02/13/2018

1 Strike everything after the enacting clause and insert the
2 following:

3 "NEW SECTION. **Sec. 1.** A new section is added to chapter 46.96
4 RCW to read as follows:

5 (1) A manufacturer shall compensate its new motor vehicle dealers
6 for all labor and parts required by the manufacturer to perform
7 recall repairs at rates no lower than those set in accordance with
8 RCW 46.96.105. If parts or a remedy are not reasonably available to
9 perform a recall service or repair on a used vehicle held for sale by
10 a dealer authorized to sell new vehicles of the same line make within
11 fifteen days of the manufacturer issuing the initial notice of
12 recall, and the manufacturer has issued a stop-sale, do-not-drive
13 order, or the manufacturer has not certified that the issue
14 identified in the notice of recall does not affect the safe operation
15 of the vehicle, commencing on the fifteenth day after the notice or
16 order was issued and ending on the earlier of the date that the
17 remedy or repair parts necessary to resolve the recall, stop-sale, or
18 do-not-drive order are available to the dealer for vehicles in the
19 dealer's inventory or the dealer sells, trades, or otherwise disposes
20 of the vehicle, the manufacturer shall compensate the dealer at a
21 prorated rate of at least 1.75 percent of the average trade-in value
22 as indicated in an independent third-party guide for the year, make,
23 model, and mileage of the recalled vehicle, per month, or portion of
24 a month, while the recall or remedy parts are unavailable and the
25 order remains in effect. A manufacturer is not required to compensate
26 a motor vehicle dealer for more than the total trade-in value of the
27 vehicle as established under this section. A manufacturer is not
28 required to compensate a motor vehicle dealer for vehicles purchased
29 by the dealer at a wholesale auction after the date the order was
30 issued. A stop-sale or do-not-drive order is defined as a
31 notification issued by a vehicle manufacturer to its franchised
32 dealers stating that certain used vehicles in inventory should not be

1 sold or leased, at retail or wholesale, due to a federal safety
2 recall for a defect or a noncompliance, or a federal or California
3 emissions recall.

4 (2) This section applies only to used vehicles subject to safety
5 or emissions recalls pursuant to and recalled in accordance with
6 federal law and regulations adopted thereunder and where a stop-sale,
7 do-not-drive order has been issued, or the manufacturer has not
8 certified that the issue identified in the notice of recall does not
9 affect the safe operation of the vehicle. This section further
10 applies only to new motor vehicle dealers holding used vehicles for
11 sale that are a line make that the dealer is franchised to sell or on
12 which the dealer is authorized to perform recall repairs.

13 (3) All reimbursement claims made by new motor vehicle dealers
14 pursuant to this section for recall remedies or repairs, or for
15 compensation where no part or repair is reasonably available and the
16 vehicle is subject to a stop-sale, do-not-drive, or the manufacturer
17 has not certified that the issue identified in the notice of recall
18 does not affect the safe operation of the vehicle, is subject to the
19 same limitations and requirements as a warranty reimbursement claim
20 made under RCW 46.96.105. Claims shall be either approved or
21 disapproved within thirty days after they are submitted to the
22 manufacturer in the manner and on the forms the manufacturer
23 reasonably prescribes. A manufacturer shall pay a claim within thirty
24 days following approval. Any claim not specifically disapproved in
25 writing within thirty days following receipt is approved.

26 (4) A manufacturer may compensate its franchised dealers under a
27 national recall compensation program provided the compensation under
28 the program is equal to or greater than that provided in subsection
29 (1) of this section.

30 (5) A manufacturer may not otherwise recover all or any portion
31 of its costs for compensating its dealers licensed in this state for
32 recalled vehicles, parts, and service either by reduction in the
33 amount due to the dealer or by separate charge, surcharge, or other
34 imposition.

35 (6) Any remedy provided to a new motor vehicle dealer under this
36 section is exclusive and may not be combined with any other state or
37 federal recall compensation remedy.

38 **Sec. 2.** RCW 46.96.185 and 2014 c 214 s 7 are each amended to
39 read as follows:

1 (1) Notwithstanding the terms of a franchise agreement, a
2 manufacturer, distributor, factory branch, or factory representative,
3 or an agent, officer, parent company, wholly or partially owned
4 subsidiary, affiliated entity, or other person controlled by or under
5 common control with a manufacturer, distributor, factory branch, or
6 factory representative, shall not:

7 (a) Discriminate between new motor vehicle dealers by selling or
8 offering to sell a like vehicle to one dealer at a lower actual price
9 than the actual price offered to another dealer for the same model
10 similarly equipped;

11 (b) Discriminate between new motor vehicle dealers by selling or
12 offering to sell parts or accessories to one dealer at a lower actual
13 price than the actual price offered to another dealer;

14 (c) Discriminate between new motor vehicle dealers by using a
15 promotion plan, marketing plan, or other similar device that results
16 in a lower actual price on vehicles, parts, or accessories being
17 charged to one dealer over another dealer;

18 (d) Discriminate between new motor vehicle dealers by adopting a
19 method, or changing an existing method, for the allocation,
20 scheduling, or delivery of new motor vehicles, parts, or accessories
21 to its dealers that is not fair, reasonable, and equitable. Upon the
22 request of a dealer, a manufacturer, distributor, factory branch, or
23 factory representative shall disclose in writing to the dealer the
24 method by which new motor vehicles, parts, and accessories are
25 allocated, scheduled, or delivered to its dealers handling the same
26 line or make of vehicles;

27 (e) Discriminate against a new motor vehicle dealer by
28 preventing, offsetting, or otherwise impairing the dealer's right to
29 request a documentary service fee on affinity or similar program
30 purchases. This prohibition applies to, but is not limited to, any
31 promotion plan, marketing plan, manufacturer or dealer employee or
32 employee friends or family purchase programs, or similar plans or
33 programs;

34 (f) Give preferential treatment to some new motor vehicle dealers
35 over others by refusing or failing to deliver, in reasonable
36 quantities and within a reasonable time after receipt of an order, to
37 a dealer holding a franchise for a line or make of motor vehicles
38 sold or distributed by the manufacturer, distributor, factory branch,
39 or factory representative, a new vehicle, parts, or accessories, if
40 the vehicle, parts, or accessories are being delivered to other

1 dealers, or require a dealer to purchase unreasonable advertising
2 displays or other materials, or unreasonably require a dealer to
3 remodel or renovate existing facilities as a prerequisite to
4 receiving a model or series of vehicles;

5 (g) Compete with a new motor vehicle dealer of any make or line
6 by acting in the capacity of a new motor vehicle dealer, or by
7 owning, operating, or controlling, whether directly or indirectly, a
8 motor vehicle dealership in this state. It is not, however, a
9 violation of this subsection for:

10 (i) A manufacturer, distributor, factory branch, or factory
11 representative to own or operate a dealership for a temporary period,
12 not to exceed two years, during the transition from one owner of the
13 dealership to another where the dealership was previously owned by a
14 franchised dealer and is currently for sale to any qualified
15 independent person at a fair and reasonable price. The temporary
16 operation may be extended for one twelve-month period on petition of
17 the temporary operator to the department. The matter will be handled
18 as an adjudicative proceeding under chapter 34.05 RCW. A dealer who
19 is a franchisee of the petitioning manufacturer or distributor may
20 intervene and participate in a proceeding under this subsection
21 (1)(g)(i). The temporary operator has the burden of proof to show
22 justification for the extension and a good faith effort to sell the
23 dealership to an independent person at a fair and reasonable price;

24 (ii) A manufacturer, distributor, factory branch, or factory
25 representative to own or operate a dealership in conjunction with an
26 independent person in a bona fide business relationship for the
27 purpose of broadening the diversity of its dealer body and enhancing
28 opportunities for qualified persons who are part of a group who have
29 historically been underrepresented in its dealer body, or other
30 qualified persons who lack the resources to purchase a dealership
31 outright, and where the independent person: (A) Has made, or within a
32 period of two years from the date of commencement of operation will
33 have made, a significant, bona fide capital investment in the
34 dealership that is subject to loss; (B) has an ownership interest in
35 the dealership; and (C) operates the dealership under a bona fide
36 written agreement with the manufacturer, distributor, factory branch,
37 or factory representative under which he or she will acquire all of
38 the ownership interest in the dealership within a reasonable period
39 of time and under reasonable terms and conditions. The manufacturer,
40 distributor, factory branch, or factory representative has the burden

1 of proof of establishing that the acquisition of the dealership by
2 the independent person was made within a reasonable period of time
3 and under reasonable terms and conditions. Nothing in this subsection
4 (1)(g)(ii) relieves a manufacturer, distributor, factory branch, or
5 factory representative from complying with (a) through (f) of this
6 subsection;

7 (iii) A manufacturer, distributor, factory branch, or factory
8 representative to own or operate a dealership in conjunction with an
9 independent person in a bona fide business relationship where the
10 independent person: (A) Has made, or within a period of two years
11 from the date of commencement of operation will have made, a
12 significant, bona fide capital investment in the dealership that is
13 subject to loss; (B) has an ownership interest in the dealership; and
14 (C) operates the dealership under a bona fide written agreement with
15 the manufacturer, distributor, factory branch, or factory
16 representative under which he or she will acquire all of the
17 ownership interest in the dealership within a reasonable period of
18 time and under reasonable terms and conditions. The manufacturer,
19 distributor, factory branch, or factory representative has the burden
20 of proof of establishing that the acquisition of the dealership by
21 the independent person was made within a reasonable period of time
22 and under reasonable terms and conditions. The number of dealerships
23 operated under this subsection (1)(g)(iii) may not exceed four
24 percent rounded up to the nearest whole number of a manufacturer's
25 total of new motor vehicle dealer franchises in this state. Nothing
26 in this subsection (1)(g)(iii) relieves a manufacturer, distributor,
27 factory branch, or factory representative from complying with (a)
28 through (f) of this subsection;

29 (iv) A truck manufacturer to own, operate, or control a new motor
30 vehicle dealership that sells only trucks of that manufacturer's line
31 make with a gross vehicle weight rating of 12,500 pounds or more, and
32 the truck manufacturer has been continuously engaged in the retail
33 sale of the trucks at least since January 1, 1993;

34 (v) A manufacturer to own, operate, or control a new motor
35 vehicle dealership trading exclusively in a single line make of the
36 manufacturer if (A) the manufacturer does not own, directly or
37 indirectly, in the aggregate, in excess of forty-five percent of the
38 total ownership interest in the dealership, (B) at the time the
39 manufacturer first acquires ownership or assumes operation or control
40 of any such dealership, the distance between any dealership thus

1 owned, operated, or controlled and the nearest new motor vehicle
2 dealership trading in the same line make of vehicle and in which the
3 manufacturer has no ownership or control is not less than fifteen
4 miles and complies with the applicable provisions in the relevant
5 market area sections of this chapter, (C) all of the manufacturer's
6 franchise agreements confer rights on the dealer of that line make to
7 develop and operate within a defined geographic territory or area, as
8 many dealership facilities as the dealer and the manufacturer agree
9 are appropriate, and (D) as of January 1, 2000, the manufacturer had
10 no more than four new motor vehicle dealers of that manufacturer's
11 line make in this state, and at least half of those dealers owned and
12 operated two or more dealership facilities in the geographic
13 territory or area covered by their franchise agreements with the
14 manufacturer;

15 (vi) A final-stage manufacturer to own, operate, or control a new
16 motor vehicle dealership; or

17 (vii) A manufacturer that held a vehicle dealer license in this
18 state on January 1, 2014, to own, operate, or control a new motor
19 vehicle dealership that sells new vehicles that are only of that
20 manufacturer's makes or lines and that are not sold new by a licensed
21 independent franchise dealer, or to own, operate, or control or
22 contract with companies that provide finance, leasing, or service for
23 vehicles that are of that manufacturer's makes or lines;

24 (h) Compete with a new motor vehicle dealer by owning, operating,
25 or controlling, whether directly or indirectly, a service facility in
26 this state for the repair or maintenance of motor vehicles under the
27 manufacturer's new car warranty and extended warranty. Nothing in
28 this subsection (1)(h), however, prohibits a manufacturer,
29 distributor, factory branch, or factory representative from owning or
30 operating a service facility for the purpose of providing or
31 performing maintenance, repair, or service work on motor vehicles
32 that are owned by the manufacturer, distributor, factory branch, or
33 factory representative;

34 (i) Use confidential or proprietary information obtained from a
35 new motor vehicle dealer to unfairly compete with the dealer. For
36 purposes of this subsection (1)(i), "confidential or proprietary
37 information" means trade secrets as defined in RCW 19.108.010,
38 business plans, marketing plans or strategies, customer lists,
39 contracts, sales data, revenues, or other financial information;

1 (j)(i) Terminate, cancel, or fail to renew a franchise with a new
2 motor vehicle dealer based upon any of the following events, which do
3 not constitute good cause for termination, cancellation, or
4 nonrenewal under RCW 46.96.060: (A) The fact that the new motor
5 vehicle dealer owns, has an investment in, participates in the
6 management of, or holds a franchise agreement for the sale or service
7 of another make or line of new motor vehicles; (B) the fact that the
8 new motor vehicle dealer has established another make or line of new
9 motor vehicles or service in the same dealership facilities as those
10 of the manufacturer or distributor; (C) that the new motor vehicle
11 dealer has or intends to relocate the manufacturer or distributor's
12 make or line of new motor vehicles or service to an existing
13 dealership facility that is within the relevant market area, as
14 defined in RCW 46.96.140, of the make or line to be relocated, except
15 that, in any nonemergency circumstance, the dealer must give the
16 manufacturer or distributor at least sixty days' notice of his or her
17 intent to relocate and the relocation must comply with RCW 46.96.140
18 and 46.96.150 for any same make or line facility; or (D) the failure
19 of a franchisee to change the location of the dealership or to make
20 substantial alterations to the use or number of franchises on the
21 dealership premises or facilities.

22 (ii) Notwithstanding the limitations of this section, a
23 manufacturer may, for separate consideration, enter into a written
24 contract with a dealer to exclusively sell and service a single make
25 or line of new motor vehicles at a specific facility for a defined
26 period of time. The penalty for breach of the contract must not
27 exceed the amount of consideration paid by the manufacturer plus a
28 reasonable rate of interest;

29 (k) Coerce or attempt to coerce a motor vehicle dealer to refrain
30 from, or prohibit or attempt to prohibit a new motor vehicle dealer
31 from acquiring, owning, having an investment in, participating in the
32 management of, or holding a franchise agreement for the sale or
33 service of another make or line of new motor vehicles or related
34 products, or establishing another make or line of new motor vehicles
35 or service in the same dealership facilities, if the prohibition
36 against acquiring, owning, investing, managing, or holding a
37 franchise for such additional make or line of vehicles or products,
38 or establishing another make or line of new motor vehicles or service
39 in the same dealership facilities, is not supported by reasonable
40 business considerations. The burden of proving that reasonable

1 business considerations support or justify the prohibition against
2 the additional make or line of new motor vehicles or products or
3 nonexclusive facilities is on the manufacturer;

4 (l) Require, by contract or otherwise, a new motor vehicle dealer
5 to make a material alteration, expansion, or addition to any
6 dealership facility, unless the required alteration, expansion, or
7 addition is uniformly required of other similarly situated new motor
8 vehicle dealers of the same make or line of vehicles and is
9 reasonable in light of all existing circumstances, including economic
10 conditions. In any proceeding in which a required facility
11 alteration, expansion, or addition is an issue, the manufacturer or
12 distributor has the burden of proof. Except for a program or any
13 renewal or modification of a program that is in effect with one or
14 more new motor vehicle dealers in this state on June 12, 2014, a
15 manufacturer shall not require, coerce, or attempt to coerce any new
16 motor vehicle dealer by program, policy, standard, or otherwise to
17 change the location of the dealership or construct, replace,
18 renovate, or make any substantial changes, alterations, or remodeling
19 to a new motor vehicle dealer's sales or service facilities, except
20 as necessary to comply with health or safety laws or to comply with
21 technology requirements without which a dealer would be unable to
22 service a vehicle the dealer has elected to sell, before the tenth
23 anniversary of the date of issuance of the certificate of occupancy
24 or the manufacturer's approval, whichever is later, from:

25 (i) The date construction of the dealership at that location was
26 completed if the construction was in substantial compliance with
27 standards or plans provided by a manufacturer, distributor, or
28 representative or through a subsidiary or agent of the manufacturer,
29 distributor, or representative; or

30 (ii) The date a prior change, alteration, or remodel of the
31 dealership at that location was completed if the construction was in
32 substantial compliance with standards or plans provided by a
33 manufacturer, distributor, or representative or through a subsidiary
34 or agent of the manufacturer, distributor, or representative;

35 (m) Prevent or attempt to prevent by contract or otherwise any
36 new motor vehicle dealer from changing the executive management of a
37 new motor vehicle dealer unless the manufacturer or distributor,
38 having the burden of proof, can show that a proposed change of
39 executive management will result in executive management by a person
40 or persons who are not of good moral character or who do not meet

1 reasonable, preexisting, and equitably applied standards of the
2 manufacturer or distributor. If a manufacturer or distributor rejects
3 a proposed change in the executive management, the manufacturer or
4 distributor shall give written notice of its reasons to the dealer
5 within sixty days after receiving written notice from the dealer of
6 the proposed change and all related information reasonably requested
7 by the manufacturer or distributor, or the change in executive
8 management must be considered approved;

9 (n) Condition the sale, transfer, relocation, or renewal of a
10 franchise agreement or condition manufacturer, distributor, factory
11 branch, or factory representative sales, services, or parts
12 incentives upon the manufacturer obtaining site control, including
13 rights to purchase or lease the dealer's facility, or an agreement to
14 make improvements or substantial renovations to a facility. For
15 purposes of this section, a substantial renovation has a gross cost
16 to the dealer in excess of five thousand dollars;

17 (o) Fail to provide to a new motor vehicle dealer purchasing or
18 leasing building materials or other facility improvements the right
19 to purchase or lease franchisor image elements of like kind and
20 quality from an alternative vendor selected by the dealer if the
21 goods or services are to be supplied by a vendor selected,
22 identified, or designated by the manufacturer or distributor. If the
23 vendor selected by the manufacturer or distributor is the only
24 available vendor of like kind and quality materials, the new motor
25 vehicle dealer must be given the opportunity to purchase the
26 franchisor image elements at a price substantially similar to the
27 capitalized lease costs of the elements. This subsection (1)(o) must
28 not be construed to allow a new motor vehicle dealer or vendor to
29 gain additional intellectual property rights they are not otherwise
30 entitled to or to impair or eliminate the intellectual property
31 rights of the manufacturer or distributor or to permit a new motor
32 vehicle dealer to erect or maintain signs that do not conform to the
33 reasonable intellectual property usage guidelines of the manufacturer
34 or distributor;

35 (p) Take any adverse action against a new motor vehicle dealer
36 including, but not limited to, charge backs or reducing vehicle
37 allocations, for sales and service performance within a designated
38 area of primary responsibility unless that area is reasonable in
39 light of proximity to relevant census tracts to the dealership and
40 competing dealerships, highways and road networks, (~~state borders,~~)

1 any natural or man-made barriers, demographics, including economic
2 factors, ~~((and))~~ buyer behavior information, and contains only areas
3 inside the state of Washington unless specifically approved by the
4 new motor vehicle dealer; ~~((or))~~

5 (q) Require, coerce, or attempt to coerce any new motor vehicle
6 dealer by program, policy, facility guide, standard, or otherwise to
7 order or accept delivery of any service or repair appliances,
8 equipment, parts, or accessories, or any other commodity not required
9 by law, which the dealer has not voluntarily ordered or which the
10 dealer does not have the right to return unused for a full refund
11 within ninety days or a longer period as mutually agreed upon by the
12 dealer and manufacturer; or

13 (r) Modify the franchise agreement for any new motor vehicle
14 dealer unless the manufacturer notifies the dealer in writing of its
15 intention to modify the agreement at least ninety days before the
16 effective date thereof, stating the specific grounds for the
17 modification, and undertakes the modification in good faith, for good
18 cause, and in a manner that would not adversely and substantially
19 alter the rights, obligations, investment, or return on investment of
20 the franchised new motor vehicle dealer under the existing agreement.

21 (2) Subsection (1)(a), (b), and (c) of this section do not apply
22 to sales to a motor vehicle dealer: (a) For resale to a federal,
23 state, or local government agency; (b) where the vehicles will be
24 sold or donated for use in a program of driver's education; (c) where
25 the sale is made under a manufacturer's bona fide promotional program
26 offering sales incentives or rebates; (d) where the sale of parts or
27 accessories is under a manufacturer's bona fide quantity discount
28 program; or (e) where the sale is made under a manufacturer's bona
29 fide fleet vehicle discount program. For purposes of this subsection,
30 "fleet" means a group of fifteen or more new motor vehicles purchased
31 or leased by a dealer at one time under a single purchase or lease
32 agreement for use as part of a fleet, and where the dealer has been
33 assigned a fleet identifier code by the department of licensing.

34 (3) The following definitions apply to this section:

35 (a) "Actual price" means the price to be paid by the dealer less
36 any incentive paid by the manufacturer, distributor, factory branch,
37 or factory representative, whether paid to the dealer or the ultimate
38 purchaser of the vehicle.

39 (b) "Control" or "controlling" means (i) the possession of, title
40 to, or control of ten percent or more of the voting equity interest

1 in a person, whether directly or indirectly through a fiduciary,
2 agent, or other intermediary, or (ii) the possession, direct or
3 indirect, of the power to direct or cause the direction of the
4 management or policies of a person, whether through the ownership of
5 voting securities, through director control, by contract, or
6 otherwise, except as expressly provided under the franchise
7 agreement.

8 (c) "Motor vehicles" does not include trucks that are 14,001
9 pounds gross vehicle weight and above or recreational vehicles as
10 defined in RCW 43.22.335.

11 (d) "Operate" means to manage a dealership, whether directly or
12 indirectly.

13 (e) "Own" or "ownership" means to hold the beneficial ownership
14 of one percent or more of any class of equity interest in a
15 dealership, whether the interest is that of a shareholder, partner,
16 limited liability company member, or otherwise. To hold an ownership
17 interest means to have possession of, title to, or control of the
18 ownership interest, whether directly or indirectly through a
19 fiduciary, agent, or other intermediary.

20 (4) A violation of this section is deemed to affect the public
21 interest and constitutes an unlawful and unfair practice under
22 chapter 19.86 RCW. A person aggrieved by an alleged violation of this
23 section may petition the department to have the matter handled as an
24 adjudicative proceeding under chapter 34.05 RCW.

25 **Sec. 3.** RCW 46.96.260 and 2010 c 178 s 11 are each amended to
26 read as follows:

27 A new motor vehicle dealer who is injured in his or her business
28 or property by a violation of this chapter, or any corporation or
29 association that is primarily owned by or composed of new motor
30 vehicle dealers and that primarily represents the interests of new
31 motor vehicle dealers and is acting for itself or by, for, or on
32 behalf of one or more new motor vehicle dealers, has standing to file
33 a petition to the department to have the matter handled as an
34 adjudicative proceeding under chapter 34.05 RCW, or may bring a civil
35 action in ((the superior)) a court of competent jurisdiction to
36 recover the actual damages sustained by the dealer, to seek
37 declaratory relief, or to enjoin further violations, together with
38 the costs of the suit, including reasonable attorneys' fees if the
39 new motor vehicle dealer, corporation, or association prevails. ((The

1 ~~new motor vehicle dealer may bring a civil action in district court~~
2 ~~to recover his or her actual damages, except for damages that exceed~~
3 ~~the amount specified in RCW 3.66.020, and the costs of the suit,~~
4 ~~including reasonable attorneys' fees.)) In addition, the court may,~~
5 ~~in its discretion, increase the award of damages up to an amount not~~
6 ~~to exceed three times the actual damages sustained for a willful~~
7 ~~violation. If a petition is filed with the department, the petition~~
8 ~~must be accompanied with a filing fee in accordance with RCW~~
9 ~~46.96.210."~~

SSB 6137 - S AMD 609
By Senator Conway

ADOPTED 02/13/2018

10 On page 1, line 4 of the title, after "vehicles;" strike the
11 remainder of the title and insert "amending RCW 46.96.185 and
12 46.96.260; and adding a new section to chapter 46.96 RCW."

EFFECT: (1) Provides that compensation and reimbursement applies for used vehicle recalls if the manufacturer has not certified that the issue identified in the recall notice does not affect the safe operation of the vehicle, rather than where the issue could otherwise affect the safe operation.

(2) Provides that a manufacturer is not required to compensate for vehicles purchased by the dealer at a wholesale auction after the date the order was issued.

(3) Removes state borders as a factor for reasonableness related to adverse action taken against a dealer for sales and service performances within a designated area of primary responsibility.

(4) Removes separate section on association standing and authorizes a dealer, as well as a corporation or association of dealers, to have standing to file a petition with the Department of Licensing (DOL) to have a dispute with a manufacturer involving the motor vehicle franchise law settled as an adjudicative proceeding. Specifies that if a dealer or a corporation or association of dealers files such a petition with the DOL, then the petition must be accompanied by a filing fee established by the DOL.

(5) Only allows treble damages for willful violations.

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