

HB2435



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB2435

Introduced 2/19/2021, by Rep. Dagmara Avelar

SYNOPSIS AS INTRODUCED:

815 ILCS 710/4

from Ch. 121 1/2, par. 754

Amends the Motor Vehicle Franchise Act. Provides that a manufacturer may not require a motor vehicle dealer to make available any secondary product or prohibit a motor vehicle dealer from offering a secondary product. Defines "secondary product" to mean all products that are not new motor vehicles or original equipment manufacturer parts.

LRB102 13556 JLS 18904 b

A BILL FOR

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Motor Vehicle Franchise Act is amended by
5 changing Section 4 as follows:

6 (815 ILCS 710/4) (from Ch. 121 1/2, par. 754)

7 Sec. 4. Unfair competition and practices.

8 (a) The unfair methods of competition and unfair and
9 deceptive acts or practices listed in this Section are hereby
10 declared to be unlawful. In construing the provisions of this
11 Section, the courts may be guided by the interpretations of
12 the Federal Trade Commission Act (15 U.S.C. 45 et seq.), as
13 from time to time amended.

14 (b) It shall be deemed a violation for any manufacturer,
15 factory branch, factory representative, distributor or
16 wholesaler, distributor branch, distributor representative or
17 motor vehicle dealer to engage in any action with respect to a
18 franchise which is arbitrary, in bad faith or unconscionable
19 and which causes damage to any of the parties or to the public.

20 (c) It shall be deemed a violation for a manufacturer, a
21 distributor, a wholesaler, a distributor branch or division, a
22 factory branch or division, or a wholesale branch or division,
23 or officer, agent or other representative thereof, to coerce,

1 or attempt to coerce, any motor vehicle dealer:

2 (1) to accept, buy or order any motor vehicle or
3 vehicles, appliances, equipment, parts or accessories
4 therefor, or any other commodity or commodities or service
5 or services which such motor vehicle dealer has not
6 voluntarily ordered or requested except items required by
7 applicable local, state or federal law; or to require a
8 motor vehicle dealer to accept, buy, order or purchase
9 such items in order to obtain any motor vehicle or
10 vehicles or any other commodity or commodities which have
11 been ordered or requested by such motor vehicle dealer;

12 (2) to order or accept delivery of any motor vehicle
13 with special features, appliances, accessories or
14 equipment not included in the list price of the motor
15 vehicles as publicly advertised by the manufacturer
16 thereof, except items required by applicable law; or

17 (3) to order for anyone any parts, accessories,
18 equipment, machinery, tools, appliances or any commodity
19 whatsoever, except items required by applicable law.

20 (c-5) A manufacturer, a distributor, a wholesaler, a
21 distributor branch or division, a factory branch or division,
22 or a wholesale branch or division, or officer, agent, or other
23 representative thereof may not:

24 (1) require a motor vehicle dealer to offer a
25 secondary product;

26 (2) require a motor vehicle dealer to provide a

1 customer with a disclosure not otherwise required by law;

2 or

3 (3) prohibit a motor vehicle dealer from offering a
4 secondary product, including, but not limited to:

5 (A) service contracts;

6 (B) maintenance agreements;

7 (C) extended warranties;

8 (D) protection product guarantees;

9 (E) guaranteed asset protection waivers;

10 (F) insurance;

11 (G) replacement parts;

12 (H) vehicle accessories;

13 (I) oil; or

14 (J) supplies.

15 It is not a violation of this subsection to offer an
16 incentive program to motor vehicle dealers to encourage them
17 to sell or offer to sell a secondary product approved,
18 endorsed, sponsored, or offered by the manufacturer,
19 distributor, wholesaler, distributor branch or division,
20 factory branch or division, wholesale branch or division, or
21 officer, agent, or other representative thereof, provided the
22 program does not provide vehicle sales or service incentives.

23 It is not a violation of this subsection to prohibit a
24 motor vehicle dealer from using secondary products for any
25 repair work paid for under the terms of a warranty, recall,
26 service contract, extended warranty, maintenance plan, or

1 certified pre-owned vehicle program established or offered by
2 the manufacturer, distributor, wholesaler, distributor branch
3 or division, factory branch or division, or wholesale branch
4 or division, or officer, agent, or other representative
5 thereof.

6 As used in this subsection, "secondary product" means all
7 products that are not new motor vehicles or original equipment
8 manufacturer parts.

9 (d) It shall be deemed a violation for a manufacturer, a
10 distributor, a wholesaler, a distributor branch or division,
11 or officer, agent or other representative thereof:

12 (1) to adopt, change, establish or implement a plan or
13 system for the allocation and distribution of new motor
14 vehicles to motor vehicle dealers which is arbitrary or
15 capricious or to modify an existing plan so as to cause the
16 same to be arbitrary or capricious;

17 (2) to fail or refuse to advise or disclose to any
18 motor vehicle dealer having a franchise or selling
19 agreement, upon written request therefor, the basis upon
20 which new motor vehicles of the same line make are
21 allocated or distributed to motor vehicle dealers in the
22 State and the basis upon which the current allocation or
23 distribution is being made or will be made to such motor
24 vehicle dealer;

25 (3) to refuse to deliver in reasonable quantities and
26 within a reasonable time after receipt of dealer's order,

1 to any motor vehicle dealer having a franchise or selling
2 agreement for the retail sale of new motor vehicles sold
3 or distributed by such manufacturer, distributor,
4 wholesaler, distributor branch or division, factory branch
5 or division or wholesale branch or division, any such
6 motor vehicles as are covered by such franchise or selling
7 agreement specifically publicly advertised in the State by
8 such manufacturer, distributor, wholesaler, distributor
9 branch or division, factory branch or division, or
10 wholesale branch or division to be available for immediate
11 delivery. However, the failure to deliver any motor
12 vehicle shall not be considered a violation of this Act if
13 such failure is due to an act of God, a work stoppage or
14 delay due to a strike or labor difficulty, a shortage of
15 materials, a lack of manufacturing capacity, a freight
16 embargo or other cause over which the manufacturer,
17 distributor, or wholesaler, or any agent thereof has no
18 control;

19 (4) to coerce, or attempt to coerce, any motor vehicle
20 dealer to enter into any agreement with such manufacturer,
21 distributor, wholesaler, distributor branch or division,
22 factory branch or division, or wholesale branch or
23 division, or officer, agent or other representative
24 thereof, or to do any other act prejudicial to the dealer
25 by threatening to reduce his allocation of motor vehicles
26 or cancel any franchise or any selling agreement existing

1 between such manufacturer, distributor, wholesaler,
2 distributor branch or division, or factory branch or
3 division, or wholesale branch or division, and the dealer.
4 However, notice in good faith to any motor vehicle dealer
5 of the dealer's violation of any terms or provisions of
6 such franchise or selling agreement or of any law or
7 regulation applicable to the conduct of a motor vehicle
8 dealer shall not constitute a violation of this Act;

9 (5) to require a franchisee to participate in an
10 advertising campaign or contest or any promotional
11 campaign, or to purchase or lease any promotional
12 materials, training materials, show room or other display
13 decorations or materials at the expense of the franchisee;

14 (6) to cancel or terminate the franchise or selling
15 agreement of a motor vehicle dealer without good cause and
16 without giving notice as hereinafter provided; to fail or
17 refuse to extend the franchise or selling agreement of a
18 motor vehicle dealer upon its expiration without good
19 cause and without giving notice as hereinafter provided;
20 or, to offer a renewal, replacement or succeeding
21 franchise or selling agreement containing terms and
22 provisions the effect of which is to substantially change
23 or modify the sales and service obligations or capital
24 requirements of the motor vehicle dealer arbitrarily and
25 without good cause and without giving notice as
26 hereinafter provided notwithstanding any term or provision

1 of a franchise or selling agreement.

2 (A) If a manufacturer, distributor, wholesaler,
3 distributor branch or division, factory branch or
4 division or wholesale branch or division intends to
5 cancel or terminate a franchise or selling agreement
6 or intends not to extend or renew a franchise or
7 selling agreement on its expiration, it shall send a
8 letter by certified mail, return receipt requested, to
9 the affected franchisee at least 60 days before the
10 effective date of the proposed action, or not later
11 than 10 days before the proposed action when the
12 reason for the action is based upon either of the
13 following:

14 (i) the business operations of the franchisee
15 have been abandoned or the franchisee has failed
16 to conduct customary sales and service operations
17 during customary business hours for at least 7
18 consecutive business days unless such closing is
19 due to an act of God, strike or labor difficulty or
20 other cause over which the franchisee has no
21 control; or

22 (ii) the conviction of or plea of nolo
23 contendere by the motor vehicle dealer or any
24 operator thereof in a court of competent
25 jurisdiction to an offense punishable by
26 imprisonment for more than two years.

1 Each notice of proposed action shall include a
2 detailed statement setting forth the specific grounds
3 for the proposed cancellation, termination, or refusal
4 to extend or renew and shall state that the dealer has
5 only 30 days from receipt of the notice to file with
6 the Motor Vehicle Review Board a written protest
7 against the proposed action.

8 (B) If a manufacturer, distributor, wholesaler,
9 distributor branch or division, factory branch or
10 division or wholesale branch or division intends to
11 change substantially or modify the sales and service
12 obligations or capital requirements of a motor vehicle
13 dealer as a condition to extending or renewing the
14 existing franchise or selling agreement of such motor
15 vehicle dealer, it shall send a letter by certified
16 mail, return receipt requested, to the affected
17 franchisee at least 60 days before the date of
18 expiration of the franchise or selling agreement. Each
19 notice of proposed action shall include a detailed
20 statement setting forth the specific grounds for the
21 proposed action and shall state that the dealer has
22 only 30 days from receipt of the notice to file with
23 the Motor Vehicle Review Board a written protest
24 against the proposed action.

25 (C) Within 30 days from receipt of the notice
26 under subparagraphs (A) and (B), the franchisee may

1 file with the Board a written protest against the
2 proposed action.

3 When the protest has been timely filed, the Board
4 shall enter an order, fixing a date (within 60 days of
5 the date of the order), time, and place of a hearing on
6 the protest required under Sections 12 and 29 of this
7 Act, and send by certified mail, return receipt
8 requested, a copy of the order to the manufacturer
9 that filed the notice of intention of the proposed
10 action and to the protesting dealer or franchisee.

11 The manufacturer shall have the burden of proof to
12 establish that good cause exists to cancel or
13 terminate, or fail to extend or renew the franchise or
14 selling agreement of a motor vehicle dealer or
15 franchisee, and to change substantially or modify the
16 sales and service obligations or capital requirements
17 of a motor vehicle dealer as a condition to extending
18 or renewing the existing franchise or selling
19 agreement. The determination whether good cause exists
20 to cancel, terminate, or refuse to renew or extend the
21 franchise or selling agreement, or to change or modify
22 the obligations of the dealer as a condition to offer
23 renewal, replacement, or succession shall be made by
24 the Board under subsection (d) of Section 12 of this
25 Act.

26 (D) Notwithstanding the terms, conditions, or

1 provisions of a franchise or selling agreement, the
2 following shall not constitute good cause for
3 cancelling or terminating or failing to extend or
4 renew the franchise or selling agreement: (i) the
5 change of ownership or executive management of the
6 franchisee's dealership; or (ii) the fact that the
7 franchisee or owner of an interest in the franchise
8 owns, has an investment in, participates in the
9 management of, or holds a license for the sale of the
10 same or any other line make of new motor vehicles.

11 (E) The manufacturer may not cancel or terminate,
12 or fail to extend or renew a franchise or selling
13 agreement or change or modify the obligations of the
14 franchisee as a condition to offering a renewal,
15 replacement, or succeeding franchise or selling
16 agreement before the hearing process is concluded as
17 prescribed by this Act, and thereafter, if the Board
18 determines that the manufacturer has failed to meet
19 its burden of proof and that good cause does not exist
20 to allow the proposed action;

21 (7) notwithstanding the terms of any franchise
22 agreement, to fail to indemnify and hold harmless its
23 franchised dealers against any judgment or settlement for
24 damages, including, but not limited to, court costs,
25 expert witness fees, reasonable attorneys' fees of the new
26 motor vehicle dealer, and other expenses incurred in the

1 litigation, so long as such fees and costs are reasonable,
2 arising out of complaints, claims, or lawsuits, including,
3 but not limited to, strict liability, negligence,
4 misrepresentation, warranty (express or implied), or
5 rescission of the sale as defined in Section 2-608 of the
6 Uniform Commercial Code, to the extent that the judgment
7 or settlement relates to the alleged defective or
8 negligent manufacture, assembly or design of new motor
9 vehicles, parts or accessories or other functions by the
10 manufacturer, beyond the control of the dealer; provided
11 that, in order to provide an adequate defense, the
12 manufacturer receives notice of the filing of a complaint,
13 claim, or lawsuit within 60 days after the filing;

14 (8) to require or otherwise coerce a motor vehicle
15 dealer to underutilize the motor vehicle dealer's
16 facilities by requiring or otherwise coercing the motor
17 vehicle dealer to exclude or remove from the motor vehicle
18 dealer's facilities operations for selling or servicing of
19 any vehicles for which the motor vehicle dealer has a
20 franchise agreement with another manufacturer,
21 distributor, wholesaler, distribution branch or division,
22 or officer, agent, or other representative thereof;
23 provided, however, that, in light of all existing
24 circumstances, (i) the motor vehicle dealer maintains a
25 reasonable line of credit for each make or line of new
26 motor vehicle, (ii) the new motor vehicle dealer remains

1 in compliance with any reasonable facilities requirements
2 of the manufacturer, (iii) no change is made in the
3 principal management of the new motor vehicle dealer, and
4 (iv) the addition of the make or line of new motor vehicles
5 would be reasonable. The reasonable facilities requirement
6 set forth in item (ii) of subsection (d)(8) shall not
7 include any requirement that a franchisee establish or
8 maintain exclusive facilities, personnel, or display
9 space. Any decision by a motor vehicle dealer to sell
10 additional makes or lines at the motor vehicle dealer's
11 facility shall be presumed to be reasonable, and the
12 manufacturer shall have the burden to overcome that
13 presumption. A motor vehicle dealer must provide a written
14 notification of its intent to add a make or line of new
15 motor vehicles to the manufacturer. If the manufacturer
16 does not respond to the motor vehicle dealer, in writing,
17 objecting to the addition of the make or line within 60
18 days after the date that the motor vehicle dealer sends
19 the written notification, then the manufacturer shall be
20 deemed to have approved the addition of the make or line;

21 (9) to use or consider the performance of a motor
22 vehicle dealer relating to the sale of the manufacturer's,
23 distributor's, or wholesaler's vehicles or the motor
24 vehicle dealer's ability to satisfy any minimum sales or
25 market share quota or responsibility relating to the sale
26 of the manufacturer's, distributor's, or wholesaler's new

1 vehicles in determining:

2 (A) the motor vehicle dealer's eligibility to
3 purchase program, certified, or other used motor
4 vehicles from the manufacturer, distributor, or
5 wholesaler;

6 (B) the volume, type, or model of program,
7 certified, or other used motor vehicles that a motor
8 vehicle dealer is eligible to purchase from the
9 manufacturer, distributor, or wholesaler;

10 (C) the price of any program, certified, or other
11 used motor vehicle that the dealer is eligible to
12 purchase from the manufacturer, distributor, or
13 wholesaler; or

14 (D) the availability or amount of any discount,
15 credit, rebate, or sales incentive that the dealer is
16 eligible to receive from the manufacturer,
17 distributor, or wholesaler for the purchase of any
18 program, certified, or other used motor vehicle
19 offered for sale by the manufacturer, distributor, or
20 wholesaler;

21 (10) to take any adverse action against a dealer
22 pursuant to an export or sale-for-resale prohibition
23 because the dealer sold or leased a vehicle to a customer
24 who either exported the vehicle to a foreign country or
25 resold the vehicle in violation of the prohibition, unless
26 the export or sale-for-resale prohibition policy was

1 provided to the dealer in writing either electronically or
2 on paper, prior to the sale or lease, and the dealer knew
3 or reasonably should have known of the customer's intent
4 to export or resell the vehicle in violation of the
5 prohibition at the time of the sale or lease. If the dealer
6 causes the vehicle to be registered and titled in this or
7 any other state, and collects or causes to be collected
8 any applicable sales or use tax to this State, a
9 rebuttable presumption is established that the dealer did
10 not have reason to know of the customer's intent to resell
11 the vehicle;

12 (11) to coerce or require any dealer to construct
13 improvements to his or her facilities or to install new
14 signs or other franchiser image elements that replace or
15 substantially alter those improvements, signs, or
16 franchiser image elements completed within the past 10
17 years that were required and approved by the manufacturer
18 or one of its affiliates. The 10-year period under this
19 paragraph (11) begins to run for a dealer, including that
20 dealer's successors and assigns, on the date that the
21 manufacturer gives final written approval of the facility
22 improvements or installation of signs or other franchiser
23 image elements or the date that the dealer receives a
24 certificate of occupancy, whichever is later. For the
25 purpose of this paragraph (11), the term "substantially
26 alter" does not include routine maintenance, including,

1 but not limited to, interior painting, that is reasonably
2 necessary to keep a dealer facility in attractive
3 condition; or

4 (12) to require a dealer to purchase goods or services
5 to make improvements to the dealer's facilities from a
6 vendor selected, identified, or designated by a
7 manufacturer or one of its affiliates by agreement,
8 program, incentive provision, or otherwise without making
9 available to the dealer the option to obtain the goods or
10 services of substantially similar quality and overall
11 design from a vendor chosen by the dealer and approved by
12 the manufacturer; however, approval by the manufacturer
13 shall not be unreasonably withheld, and the dealer's
14 option to select a vendor shall not be available if the
15 manufacturer provides substantial reimbursement for the
16 goods or services offered. "Substantial reimbursement"
17 means an amount equal to or greater than the cost savings
18 that would result if the dealer were to utilize a vendor of
19 the dealer's own selection instead of using the vendor
20 identified by the manufacturer. For the purpose of this
21 paragraph (12), the term "goods" does not include movable
22 displays, brochures, and promotional materials containing
23 material subject to the intellectual property rights of a
24 manufacturer. If signs, other than signs containing the
25 manufacturer's brand or logo or free-standing signs that
26 are not directly attached to a building, or other

1 franchiser image or design elements or trade dress are to
2 be leased to the dealer by a vendor selected, identified,
3 or designated by the manufacturer, the dealer has the
4 right to purchase the signs or other franchiser image or
5 design elements or trade dress of substantially similar
6 quality and design from a vendor selected by the dealer if
7 the signs, franchiser image or design elements, or trade
8 dress are approved by the manufacturer. Approval by the
9 manufacturer shall not be unreasonably withheld. This
10 paragraph (12) shall not be construed to allow a dealer or
11 vendor to impair, infringe upon, or eliminate, directly or
12 indirectly, the intellectual property rights of the
13 manufacturer, including, but not limited to, the
14 manufacturer's intellectual property rights in any
15 trademarks or trade dress, or other intellectual property
16 interests owned or controlled by the manufacturer. This
17 paragraph (12) shall not be construed to permit a dealer
18 to erect or maintain signs that do not conform to the
19 manufacturer's intellectual property rights or trademark
20 or trade dress usage guidelines.

21 (e) It shall be deemed a violation for a manufacturer, a
22 distributor, a wholesaler, a distributor branch or division or
23 officer, agent or other representative thereof:

24 (1) to resort to or use any false or misleading
25 advertisement in connection with his business as such
26 manufacturer, distributor, wholesaler, distributor branch

1 or division or officer, agent or other representative
2 thereof;

3 (2) to offer to sell or lease, or to sell or lease, any
4 new motor vehicle to any motor vehicle dealer at a lower
5 actual price therefor than the actual price offered to any
6 other motor vehicle dealer for the same model vehicle
7 similarly equipped or to utilize any device including, but
8 not limited to, sales promotion plans or programs which
9 result in such lesser actual price or fail to make
10 available to any motor vehicle dealer any preferential
11 pricing, incentive, rebate, finance rate, or low interest
12 loan program offered to competing motor vehicle dealers in
13 other contiguous states. However, the provisions of this
14 paragraph shall not apply to sales to a motor vehicle
15 dealer for resale to any unit of the United States
16 Government, the State or any of its political
17 subdivisions;

18 (3) to offer to sell or lease, or to sell or lease, any
19 new motor vehicle to any person, except a wholesaler,
20 distributor or manufacturer's employees at a lower actual
21 price therefor than the actual price offered and charged
22 to a motor vehicle dealer for the same model vehicle
23 similarly equipped or to utilize any device which results
24 in such lesser actual price. However, the provisions of
25 this paragraph shall not apply to sales to a motor vehicle
26 dealer for resale to any unit of the United States

1 Government, the State or any of its political
2 subdivisions;

3 (4) to prevent or attempt to prevent by contract or
4 otherwise any motor vehicle dealer or franchisee from
5 changing the executive management control of the motor
6 vehicle dealer or franchisee unless the franchiser, having
7 the burden of proof, proves that such change of executive
8 management will result in executive management control by
9 a person or persons who are not of good moral character or
10 who do not meet the franchiser's existing and, with
11 consideration given to the volume of sales and service of
12 the dealership, uniformly applied minimum business
13 experience standards in the market area. However, where
14 the manufacturer rejects a proposed change in executive
15 management control, the manufacturer shall give written
16 notice of his reasons to the dealer within 60 days of
17 notice to the manufacturer by the dealer of the proposed
18 change. If the manufacturer does not send a letter to the
19 franchisee by certified mail, return receipt requested,
20 within 60 days from receipt by the manufacturer of the
21 proposed change, then the change of the executive
22 management control of the franchisee shall be deemed
23 accepted as proposed by the franchisee, and the
24 manufacturer shall give immediate effect to such change;

25 (5) to prevent or attempt to prevent by contract or
26 otherwise any motor vehicle dealer from establishing or

1 changing the capital structure of his dealership or the
2 means by or through which he finances the operation
3 thereof; provided the dealer meets any reasonable capital
4 standards agreed to between the dealer and the
5 manufacturer, distributor or wholesaler, who may require
6 that the sources, method and manner by which the dealer
7 finances or intends to finance its operation, equipment or
8 facilities be fully disclosed;

9 (6) to refuse to give effect to or prevent or attempt
10 to prevent by contract or otherwise any motor vehicle
11 dealer or any officer, partner or stockholder of any motor
12 vehicle dealer from selling or transferring any part of
13 the interest of any of them to any other person or persons
14 or party or parties unless such sale or transfer is to a
15 transferee who would not otherwise qualify for a new motor
16 vehicle dealers license under the Illinois Vehicle Code or
17 unless the franchiser, having the burden of proof, proves
18 that such sale or transfer is to a person or party who is
19 not of good moral character or does not meet the
20 franchiser's existing and reasonable capital standards
21 and, with consideration given to the volume of sales and
22 service of the dealership, uniformly applied minimum
23 business experience standards in the market area. However,
24 nothing herein shall be construed to prevent a franchiser
25 from implementing affirmative action programs providing
26 business opportunities for minorities or from complying

1 with applicable federal, State or local law:

2 (A) If the manufacturer intends to refuse to
3 approve the sale or transfer of all or a part of the
4 interest, then it shall, within 60 days from receipt
5 of the completed application forms generally utilized
6 by a manufacturer to conduct its review and a copy of
7 all agreements regarding the proposed transfer, send a
8 letter by certified mail, return receipt requested,
9 advising the franchisee of any refusal to approve the
10 sale or transfer of all or part of the interest and
11 shall state that the dealer only has 30 days from the
12 receipt of the notice to file with the Motor Vehicle
13 Review Board a written protest against the proposed
14 action. The notice shall set forth specific criteria
15 used to evaluate the prospective transferee and the
16 grounds for refusing to approve the sale or transfer
17 to that transferee. Within 30 days from the
18 franchisee's receipt of the manufacturer's notice, the
19 franchisee may file with the Board a written protest
20 against the proposed action.

21 When a protest has been timely filed, the Board
22 shall enter an order, fixing the date (within 60 days
23 of the date of such order), time, and place of a
24 hearing on the protest, required under Sections 12 and
25 29 of this Act, and send by certified mail, return
26 receipt requested, a copy of the order to the

1 manufacturer that filed notice of intention of the
2 proposed action and to the protesting franchisee.

3 The manufacturer shall have the burden of proof to
4 establish that good cause exists to refuse to approve
5 the sale or transfer to the transferee. The
6 determination whether good cause exists to refuse to
7 approve the sale or transfer shall be made by the Board
8 under subdivisions (6) (B). The manufacturer shall not
9 refuse to approve the sale or transfer by a dealer or
10 an officer, partner, or stockholder of a franchise or
11 any part of the interest to any person or persons
12 before the hearing process is concluded as prescribed
13 by this Act, and thereafter if the Board determines
14 that the manufacturer has failed to meet its burden of
15 proof and that good cause does not exist to refuse to
16 approve the sale or transfer to the transferee.

17 (B) Good cause to refuse to approve such sale or
18 transfer under this Section is established when such
19 sale or transfer is to a transferee who would not
20 otherwise qualify for a new motor vehicle dealers
21 license under the Illinois Vehicle Code or such sale
22 or transfer is to a person or party who is not of good
23 moral character or does not meet the franchiser's
24 existing and reasonable capital standards and, with
25 consideration given to the volume of sales and service
26 of the dealership, uniformly applied minimum business

1 experience standards in the market area.

2 (7) to obtain money, goods, services, anything of
3 value, or any other benefit from any other person with
4 whom the motor vehicle dealer does business, on account of
5 or in relation to the transactions between the dealer and
6 the other person as compensation, except for services
7 actually rendered, unless such benefit is promptly
8 accounted for and transmitted to the motor vehicle dealer;

9 (8) to grant an additional franchise in the relevant
10 market area of an existing franchise of the same line make
11 or to relocate an existing motor vehicle dealership within
12 or into a relevant market area of an existing franchise of
13 the same line make. However, if the manufacturer wishes to
14 grant such an additional franchise to an independent
15 person in a bona fide relationship in which such person is
16 prepared to make a significant investment subject to loss
17 in such a dealership, or if the manufacturer wishes to
18 relocate an existing motor vehicle dealership, then the
19 manufacturer shall send a letter by certified mail, return
20 receipt requested, to each existing dealer or dealers of
21 the same line make whose relevant market area includes the
22 proposed location of the additional or relocated franchise
23 at least 60 days before the manufacturer grants an
24 additional franchise or relocates an existing franchise of
25 the same line make within or into the relevant market area
26 of an existing franchisee of the same line make. Each

1 notice shall set forth the specific grounds for the
2 proposed grant of an additional or relocation of an
3 existing franchise and shall state that the dealer has
4 only 30 days from the date of receipt of the notice to file
5 with the Motor Vehicle Review Board a written protest
6 against the proposed action. Unless the parties agree upon
7 the grant or establishment of the additional or relocated
8 franchise within 30 days from the date the notice was
9 received by the existing franchisee of the same line make
10 or any person entitled to receive such notice, the
11 franchisee or other person may file with the Board a
12 written protest against the grant or establishment of the
13 proposed additional or relocated franchise.

14 When a protest has been timely filed, the Board shall
15 enter an order fixing a date (within 60 days of the date of
16 the order), time, and place of a hearing on the protest,
17 required under Sections 12 and 29 of this Act, and send by
18 certified or registered mail, return receipt requested, a
19 copy of the order to the manufacturer that filed the
20 notice of intention to grant or establish the proposed
21 additional or relocated franchise and to the protesting
22 dealer or dealers of the same line make whose relevant
23 market area includes the proposed location of the
24 additional or relocated franchise.

25 When more than one protest is filed against the grant
26 or establishment of the additional or relocated franchise

1 of the same line make, the Board may consolidate the
2 hearings to expedite disposition of the matter. The
3 manufacturer shall have the burden of proof to establish
4 that good cause exists to allow the grant or establishment
5 of the additional or relocated franchise. The manufacturer
6 may not grant or establish the additional franchise or
7 relocate the existing franchise before the hearing process
8 is concluded as prescribed by this Act, and thereafter if
9 the Board determines that the manufacturer has failed to
10 meet its burden of proof and that good cause does not exist
11 to allow the grant or establishment of the additional
12 franchise or relocation of the existing franchise.

13 The determination whether good cause exists for
14 allowing the grant or establishment of an additional
15 franchise or relocated existing franchise, shall be made
16 by the Board under subsection (c) of Section 12 of this
17 Act. If the manufacturer seeks to enter into a contract,
18 agreement or other arrangement with any person,
19 establishing any additional motor vehicle dealership or
20 other facility, limited to the sale of factory repurchase
21 vehicles or late model vehicles, then the manufacturer
22 shall follow the notice procedures set forth in this
23 Section and the determination whether good cause exists
24 for allowing the proposed agreement shall be made by the
25 Board under subsection (c) of Section 12, with the
26 manufacturer having the burden of proof.

1 A. (Blank).

2 B. For the purposes of this Section, appointment
3 of a successor motor vehicle dealer at the same
4 location as its predecessor, or within 2 miles of such
5 location, or the relocation of an existing dealer or
6 franchise within 2 miles of the relocating dealer's or
7 franchisee's existing location, shall not be construed
8 as a grant, establishment or the entering into of an
9 additional franchise or selling agreement, or a
10 relocation of an existing franchise. The reopening of
11 a motor vehicle dealership that has not been in
12 operation for 18 months or more shall be deemed the
13 grant of an additional franchise or selling agreement.

14 C. This Section does not apply to the relocation
15 of an existing dealership or franchise in a county
16 having a population of more than 300,000 persons when
17 the new location is within the dealer's current
18 relevant market area, provided the new location is
19 more than 7 miles from the nearest dealer of the same
20 line make. This Section does not apply to the
21 relocation of an existing dealership or franchise in a
22 county having a population of less than 300,000
23 persons when the new location is within the dealer's
24 current relevant market area, provided the new
25 location is more than 12 miles from the nearest dealer
26 of the same line make. A dealer that would be farther

1 away from the new location of an existing dealership
2 or franchise of the same line make after a relocation
3 may not file a written protest against the relocation
4 with the Motor Vehicle Review Board.

5 D. Nothing in this Section shall be construed to
6 prevent a franchiser from implementing affirmative
7 action programs providing business opportunities for
8 minorities or from complying with applicable federal,
9 State or local law;

10 (9) to require a motor vehicle dealer to assent to a
11 release, assignment, novation, waiver or estoppel which
12 would relieve any person from liability imposed by this
13 Act;

14 (10) to prevent or refuse to give effect to the
15 succession to the ownership or management control of a
16 dealership by any legatee under the will of a dealer or to
17 an heir under the laws of descent and distribution of this
18 State unless the franchisee has designated a successor to
19 the ownership or management control under the succession
20 provisions of the franchise. Unless the franchiser, having
21 the burden of proof, proves that the successor is a person
22 who is not of good moral character or does not meet the
23 franchiser's existing and reasonable capital standards
24 and, with consideration given to the volume of sales and
25 service of the dealership, uniformly applied minimum
26 business experience standards in the market area, any

1 designated successor of a dealer or franchisee may succeed
2 to the ownership or management control of a dealership
3 under the existing franchise if:

4 (i) The designated successor gives the
5 franchiser written notice by certified mail,
6 return receipt requested, of his or her intention
7 to succeed to the ownership of the dealer within
8 60 days of the dealer's death or incapacity; and

9 (ii) The designated successor agrees to be
10 bound by all the terms and conditions of the
11 existing franchise.

12 Notwithstanding the foregoing, in the event the motor
13 vehicle dealer or franchisee and manufacturer have duly
14 executed an agreement concerning succession rights prior
15 to the dealer's death or incapacitation, the agreement
16 shall be observed.

17 (A) If the franchiser intends to refuse to honor
18 the successor to the ownership of a deceased or
19 incapacitated dealer or franchisee under an existing
20 franchise agreement, the franchiser shall send a
21 letter by certified mail, return receipt requested, to
22 the designated successor within 60 days from receipt
23 of a proposal advising of its intent to refuse to honor
24 the succession and to discontinue the existing
25 franchise agreement and shall state that the
26 designated successor only has 30 days from the receipt

1 of the notice to file with the Motor Vehicle Review
2 Board a written protest against the proposed action.
3 The notice shall set forth the specific grounds for
4 the refusal to honor the succession and discontinue
5 the existing franchise agreement.

6 If notice of refusal is not timely served upon the
7 designated successor, the franchise agreement shall
8 continue in effect subject to termination only as
9 otherwise permitted by paragraph (6) of subsection (d)
10 of Section 4 of this Act.

11 Within 30 days from the date the notice was
12 received by the designated successor or any other
13 person entitled to notice, the designee or other
14 person may file with the Board a written protest
15 against the proposed action.

16 When a protest has been timely filed, the Board
17 shall enter an order, fixing a date (within 60 days of
18 the date of the order), time, and place of a hearing on
19 the protest, required under Sections 12 and 29 of this
20 Act, and send by certified mail, return receipt
21 requested, a copy of the order to the franchiser that
22 filed the notice of intention of the proposed action
23 and to the protesting designee or such other person.

24 The manufacturer shall have the burden of proof to
25 establish that good cause exists to refuse to honor
26 the succession and discontinue the existing franchise

1 agreement. The determination whether good cause exists
2 to refuse to honor the succession shall be made by the
3 Board under subdivision (B) of this paragraph (10).
4 The manufacturer shall not refuse to honor the
5 succession or discontinue the existing franchise
6 agreement before the hearing process is concluded as
7 prescribed by this Act, and thereafter if the Board
8 determines that it has failed to meet its burden of
9 proof and that good cause does not exist to refuse to
10 honor the succession and discontinue the existing
11 franchise agreement.

12 (B) No manufacturer shall impose any conditions
13 upon honoring the succession and continuing the
14 existing franchise agreement with the designated
15 successor other than that the franchisee has
16 designated a successor to the ownership or management
17 control under the succession provisions of the
18 franchise, or that the designated successor is of good
19 moral character or meets the reasonable capital
20 standards and, with consideration given to the volume
21 of sales and service of the dealership, uniformly
22 applied minimum business experience standards in the
23 market area;

24 (11) to prevent or refuse to approve a proposal to
25 establish a successor franchise at a location previously
26 approved by the franchiser when submitted with the

1 voluntary termination by the existing franchisee unless
2 the successor franchisee would not otherwise qualify for a
3 new motor vehicle dealer's license under the Illinois
4 Vehicle Code or unless the franchiser, having the burden
5 of proof, proves that such proposed successor is not of
6 good moral character or does not meet the franchiser's
7 existing and reasonable capital standards and, with
8 consideration given to the volume of sales and service of
9 the dealership, uniformly applied minimum business
10 experience standards in the market area. However, when
11 such a rejection of a proposal is made, the manufacturer
12 shall give written notice of its reasons to the franchisee
13 within 60 days of receipt by the manufacturer of the
14 proposal. However, nothing herein shall be construed to
15 prevent a franchiser from implementing affirmative action
16 programs providing business opportunities for minorities,
17 or from complying with applicable federal, State or local
18 law;

19 (12) to prevent or refuse to grant a franchise to a
20 person because such person owns, has investment in or
21 participates in the management of or holds a franchise for
22 the sale of another make or line of motor vehicles within 7
23 miles of the proposed franchise location in a county
24 having a population of more than 300,000 persons, or
25 within 12 miles of the proposed franchise location in a
26 county having a population of less than 300,000 persons;

1 (13) to prevent or attempt to prevent any new motor
2 vehicle dealer from establishing any additional motor
3 vehicle dealership or other facility limited to the sale
4 of factory repurchase vehicles or late model vehicles or
5 otherwise offering for sale factory repurchase vehicles of
6 the same line make at an existing franchise by failing to
7 make available any contract, agreement or other
8 arrangement which is made available or otherwise offered
9 to any person; or

10 (14) to exercise a right of first refusal or other
11 right to acquire a franchise from a dealer, unless the
12 manufacturer:

13 (A) notifies the dealer in writing that it intends
14 to exercise its right to acquire the franchise not
15 later than 60 days after the manufacturer's or
16 distributor's receipt of a notice of the proposed
17 transfer from the dealer and all information and
18 documents reasonably and customarily required by the
19 manufacturer or distributor supporting the proposed
20 transfer;

21 (B) pays to the dealer the same or greater
22 consideration as the dealer has contracted to receive
23 in connection with the proposed transfer or sale of
24 all or substantially all of the dealership assets,
25 stock, or other ownership interest, including the
26 purchase or lease of all real property, leasehold, or

1 improvements related to the transfer or sale of the
2 dealership. Upon exercise of the right of first
3 refusal or such other right, the manufacturer or
4 distributor shall have the right to assign the lease
5 or to convey the real property;

6 (C) assumes all of the duties, obligations, and
7 liabilities contained in the agreements that were to
8 be assumed by the proposed transferee and with respect
9 to which the manufacturer or distributor exercised the
10 right of first refusal or other right to acquire the
11 franchise;

12 (D) reimburses the proposed transferee for all
13 reasonable expenses incurred in evaluating,
14 investigating, and negotiating the transfer of the
15 dealership prior to the manufacturer's or
16 distributor's exercise of its right of first refusal
17 or other right to acquire the dealership. For purposes
18 of this paragraph, "reasonable expenses" includes the
19 usual and customary legal and accounting fees charged
20 for similar work, as well as expenses associated with
21 the evaluation and investigation of any real property
22 on which the dealership is operated. The proposed
23 transferee shall submit an itemized list of its
24 expenses to the manufacturer or distributor not later
25 than 30 days after the manufacturer's or distributor's
26 exercise of the right of first refusal or other right

1 to acquire the motor vehicle franchise. The
2 manufacturer or distributor shall reimburse the
3 proposed transferee for its expenses not later than 90
4 days after receipt of the itemized list. A
5 manufacturer or distributor may request to be provided
6 with the itemized list of expenses before exercising
7 the manufacturer's or distributor's right of first
8 refusal.

9 Except as provided in this paragraph (14), neither the
10 selling dealer nor the manufacturer or distributor shall
11 have any liability to any person as a result of a
12 manufacturer or distributor exercising its right of first
13 refusal.

14 For the purpose of this paragraph, "proposed
15 transferee" means the person to whom the franchise would
16 have been transferred to, or was proposed to be
17 transferred to, had the right of first refusal or other
18 right to acquire the franchise not been exercised by the
19 manufacturer or distributor.

20 (f) It is deemed a violation for a manufacturer, a
21 distributor, a wholesaler, a distributor branch or division, a
22 factory branch or division, or a wholesale branch or division,
23 or officer, agent, broker, shareholder, except a shareholder
24 of 1% or less of the outstanding shares of any class of
25 securities of a manufacturer, distributor, or wholesaler which
26 is a publicly traded corporation, or other representative,

1 directly or indirectly, to own or operate a place of business
2 as a motor vehicle franchisee or motor vehicle financing
3 affiliate, except that, this subsection shall not prohibit:

4 (1) the ownership or operation of a place of business
5 by a manufacturer, distributor, or wholesaler for a
6 period, not to exceed 18 months, during the transition
7 from one motor vehicle franchisee to another;

8 (2) the investment in a motor vehicle franchisee by a
9 manufacturer, distributor, or wholesaler if the investment
10 is for the sole purpose of enabling a partner or
11 shareholder in that motor vehicle franchisee to acquire an
12 interest in that motor vehicle franchisee and that partner
13 or shareholder is not otherwise employed by or associated
14 with the manufacturer, distributor, or wholesaler and
15 would not otherwise have the requisite capital investment
16 funds to invest in the motor vehicle franchisee, and has
17 the right to purchase the entire equity interest of the
18 manufacturer, distributor, or wholesaler in the motor
19 vehicle franchisee within a reasonable period of time not
20 to exceed 5 years; or

21 (3) the ownership or operation of a place of business
22 by a manufacturer that manufactures only diesel engines
23 for installation in trucks having a gross vehicle weight
24 rating of more than 16,000 pounds that are required to be
25 registered under the Illinois Vehicle Code, provided that:

26 (A) the manufacturer does not otherwise

1 manufacture, distribute, or sell motor vehicles as
2 defined under Section 1-217 of the Illinois Vehicle
3 Code;

4 (B) the manufacturer owned a place of business and
5 it was in operation as of January 1, 2016;

6 (C) the manufacturer complies with all obligations
7 owed to dealers that are not owned, operated, or
8 controlled by the manufacturer, including, but not
9 limited to those obligations arising pursuant to
10 Section 6;

11 (D) to further avoid any acts or practices, the
12 effect of which may be to lessen or eliminate
13 competition, the manufacturer provides to dealers on
14 substantially equal terms access to all support for
15 completing repairs, including, but not limited to,
16 parts and assemblies, training, and technical service
17 bulletins, and other information concerning repairs
18 that the manufacturer provides to facilities that are
19 owned, operated, or controlled by the manufacturer;
20 and

21 (E) the manufacturer does not require that
22 warranty repair work be performed by a
23 manufacturer-owned repair facility and the
24 manufacturer provides any dealer that has an agreement
25 with the manufacturer to sell and perform warranty
26 repairs on the manufacturer's engines the opportunity

1 to perform warranty repairs on those engines,
2 regardless of whether the dealer sold the truck into
3 which the engine was installed.

4 (g) Notwithstanding the terms, provisions, or conditions
5 of any agreement or waiver, it shall be deemed a violation for
6 a manufacturer, a distributor, a wholesaler, a distributor
7 branch or division, a factory branch or division, or a
8 wholesale branch or division, or officer, agent or other
9 representative thereof, to directly or indirectly condition
10 the awarding of a franchise to a prospective new motor vehicle
11 dealer, the addition of a line make or franchise to an existing
12 dealer, the renewal of a franchise of an existing dealer, the
13 approval of the relocation of an existing dealer's facility,
14 or the approval of the sale or transfer of the ownership of a
15 franchise on the willingness of a dealer, proposed new dealer,
16 or owner of an interest in the dealership facility to enter
17 into a site control agreement or exclusive use agreement
18 unless separate and reasonable consideration was offered and
19 accepted for that agreement.

20 For purposes of this subsection (g), the terms "site
21 control agreement" and "exclusive use agreement" include any
22 agreement that has the effect of either (i) requiring that the
23 dealer establish or maintain exclusive dealership facilities;
24 or (ii) restricting the ability of the dealer, or the ability
25 of the dealer's lessor in the event the dealership facility is
26 being leased, to transfer, sell, lease, or change the use of

1 the dealership premises, whether by sublease, lease,
2 collateral pledge of lease, or other similar agreement. "Site
3 control agreement" and "exclusive use agreement" also include
4 a manufacturer restricting the ability of a dealer to
5 transfer, sell, or lease the dealership premises by right of
6 first refusal to purchase or lease, option to purchase, or
7 option to lease if the transfer, sale, or lease of the
8 dealership premises is to a person who is an immediate family
9 member of the dealer. For the purposes of this subsection (g),
10 "immediate family member" means a spouse, parent, son,
11 daughter, son-in-law, daughter-in-law, brother, and sister.

12 If a manufacturer exercises any right of first refusal to
13 purchase or lease or option to purchase or lease with regard to
14 a transfer, sale, or lease of the dealership premises to a
15 person who is not an immediate family member of the dealer,
16 then (1) within 60 days from the receipt of the completed
17 application forms generally utilized by a manufacturer to
18 conduct its review and a copy of all agreements regarding the
19 proposed transfer, the manufacturer must notify the dealer of
20 its intent to exercise the right of first refusal to purchase
21 or lease or option to purchase or lease and (2) the exercise of
22 the right of first refusal to purchase or lease or option to
23 purchase or lease must result in the dealer receiving
24 consideration, terms, and conditions that either are the same
25 as or greater than that which they have contracted to receive
26 in connection with the proposed transfer, sale, or lease of

1 the dealership premises.

2 Any provision contained in any agreement entered into on
3 or after November 25, 2009 (the effective date of Public Act
4 96-824) that is inconsistent with the provisions of this
5 subsection (g) shall be voidable at the election of the
6 affected dealer, prospective dealer, or owner of an interest
7 in the dealership facility.

8 (h) For purposes of this subsection:

9 "Successor manufacturer" means any motor vehicle
10 manufacturer that, on or after January 1, 2009, acquires,
11 succeeds to, or assumes any part of the business of another
12 manufacturer, referred to as the "predecessor manufacturer",
13 as the result of any of the following:

14 (i) A change in ownership, operation, or control of
15 the predecessor manufacturer by sale or transfer of
16 assets, corporate stock or other equity interest,
17 assignment, merger, consolidation, combination, joint
18 venture, redemption, court-approved sale, operation of law
19 or otherwise.

20 (ii) The termination, suspension, or cessation of a
21 part or all of the business operations of the predecessor
22 manufacturer.

23 (iii) The discontinuance of the sale of the product
24 line.

25 (iv) A change in distribution system by the
26 predecessor manufacturer, whether through a change in

1 distributor or the predecessor manufacturer's decision to
2 cease conducting business through a distributor
3 altogether.

4 "Former Franchisee" means a new motor vehicle dealer that
5 has entered into a franchise with a predecessor manufacturer
6 and that has either:

7 (i) entered into a termination agreement or deferred
8 termination agreement with a predecessor or successor
9 manufacturer related to such franchise; or

10 (ii) has had such franchise canceled, terminated,
11 nonrenewed, noncontinued, rejected, nonassumed, or
12 otherwise ended.

13 For a period of 3 years from: (i) the date that a successor
14 manufacturer acquires, succeeds to, or assumes any part of the
15 business of a predecessor manufacturer; (ii) the last day that
16 a former franchisee is authorized to remain in business as a
17 franchised dealer with respect to a particular franchise under
18 a termination agreement or deferred termination agreement with
19 a predecessor or successor manufacturer; (iii) the last day
20 that a former franchisee that was cancelled, terminated,
21 nonrenewed, noncontinued, rejected, nonassumed, or otherwise
22 ended by a predecessor or successor manufacturer is authorized
23 to remain in business as a franchised dealer with respect to a
24 particular franchise; or (iv) November 25, 2009 (the effective
25 date of Public Act 96-824), whichever is latest, it shall be
26 unlawful for such successor manufacturer to enter into a same

1 line make franchise with any person or to permit the
2 relocation of any existing same line make franchise, for a
3 line make of the predecessor manufacturer that would be
4 located or relocated within the relevant market area of a
5 former franchisee who owned or leased a dealership facility in
6 that relevant market area without first offering the
7 additional or relocated franchise to the former franchisee, or
8 the designated successor of such former franchisee in the
9 event the former franchisee is deceased or a person with a
10 disability, at no cost and without any requirements or
11 restrictions other than those imposed generally on the
12 manufacturer's other franchisees at that time, unless one of
13 the following applies:

14 (1) As a result of the former franchisee's
15 cancellation, termination, noncontinuance, or nonrenewal
16 of the franchise, the predecessor manufacturer had
17 consolidated the line make with another of its line makes
18 for which the predecessor manufacturer had a franchisee
19 with a then-existing dealership facility located within
20 that relevant market area.

21 (2) The successor manufacturer has paid the former
22 franchisee, or the designated successor of such former
23 franchisee in the event the former franchisee is deceased
24 or a person with a disability, the fair market value of the
25 former franchisee's franchise on (i) the date the
26 franchiser announces the action which results in the

1 termination, cancellation, or nonrenewal; or (ii) the date
2 the action which results in termination, cancellation, or
3 nonrenewal first became general knowledge; or (iii) the
4 day 12 months prior to the date on which the notice of
5 termination, cancellation, or nonrenewal is issued,
6 whichever amount is higher. Payment is due within 90 days
7 of the effective date of the termination, cancellation, or
8 nonrenewal. If the termination, cancellation, or
9 nonrenewal is due to a manufacturer's change in
10 distributors, the manufacturer may avoid paying fair
11 market value to the dealer if the new distributor or the
12 manufacturer offers the dealer a franchise agreement with
13 terms acceptable to the dealer.

14 (3) The successor manufacturer proves that it would
15 have had good cause to terminate the franchise agreement
16 of the former franchisee, or the successor of the former
17 franchisee under item (e)(10) in the event that the former
18 franchisee is deceased or a person with a disability. The
19 determination of whether the successor manufacturer would
20 have had good cause to terminate the franchise agreement
21 of the former franchisee, or the successor of the former
22 franchisee, shall be made by the Board under subsection
23 (d) of Section 12. A successor manufacturer that seeks to
24 assert that it would have had good cause to terminate a
25 former franchisee, or the successor of the former
26 franchisee, must file a petition seeking a hearing on this

1 issue before the Board and shall have the burden of
2 proving that it would have had good cause to terminate the
3 former franchisee or the successor of the former
4 franchisee. No successor dealer, other than the former
5 franchisee, may be appointed or franchised by the
6 successor manufacturer within the relevant market area of
7 the former franchisee until the Board has held a hearing
8 and rendered a determination on the issue of whether the
9 successor manufacturer would have had good cause to
10 terminate the former franchisee.

11 In the event that a successor manufacturer attempts to
12 enter into a same line make franchise with any person or to
13 permit the relocation of any existing line make franchise
14 under this subsection (h) at a location that is within the
15 relevant market area of 2 or more former franchisees, then the
16 successor manufacturer may not offer it to any person other
17 than one of those former franchisees unless the successor
18 manufacturer can prove that at least one of the 3 exceptions in
19 items (1), (2), and (3) of this subsection (h) applies to each
20 of those former franchisees.

21 (Source: P.A. 99-143, eff. 7-27-15; 99-844, eff. 8-19-16;
22 100-201, eff. 8-18-17; 100-308, eff. 8-24-17; 100-863, eff.
23 8-14-18.)