

**HB 2439 - H AMD 798**

By Representative Kirby

**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 where the issue identified in the notice of recall could  
14 otherwise affect the safe operation of the vehicle, commencing on the  
15 fifteenth day after the notice or order was issued and ending on the  
16 earlier of the date that the remedy or repair parts necessary to  
17 resolve the recall, stop-sale, or do-not-drive order are available to  
18 the dealer for vehicles in the dealer's inventory or the dealer  
19 sells, trades, or otherwise disposes of the vehicle, the manufacturer  
20 shall compensate the dealer at a prorated rate of at least 1.75  
21 percent of the average trade-in value as indicated in an independent  
22 third-party guide for the year, make, model, and mileage of the  
23 recalled vehicle, per month, or portion of a month, while the recall  
24 or remedy parts are unavailable and the order remains in effect. A  
25 manufacturer is not required to compensate a motor vehicle dealer for  
26 more than the total trade-in value of the vehicle as established  
27 under this section. A stop-sale or do-not-drive order is defined as a  
28 notification issued by a vehicle manufacturer to its franchised  
29 dealers stating that certain used vehicles in inventory should not be  
30 sold or leased, at retail or wholesale, due to a federal safety  
31 recall for a defect or a noncompliance, or a federal or California  
32 emissions recall.

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

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

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

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

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

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

37 (1) Notwithstanding the terms of a franchise agreement, a  
38 manufacturer, distributor, factory branch, or factory representative,  
39 or an agent, officer, parent company, wholly or partially owned

1 subsidiary, affiliated entity, or other person controlled by or under  
2 common control with a manufacturer, distributor, factory branch, or  
3 factory representative, shall not:

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

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

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

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

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

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

1 remodel or renovate existing facilities as a prerequisite to  
2 receiving a model or series of vehicles;

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

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

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

1 and under reasonable terms and conditions. Nothing in this subsection  
2 (1)(g)(ii) relieves a manufacturer, distributor, factory branch, or  
3 factory representative from complying with (a) through (f) of this  
4 subsection;

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

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

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

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

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

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

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

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

38 (j)(i) Terminate, cancel, or fail to renew a franchise with a new  
39 motor vehicle dealer based upon any of the following events, which do  
40 not constitute good cause for termination, cancellation, or

1 nonrenewal under RCW 46.96.060: (A) The fact that the new motor  
2 vehicle dealer owns, has an investment in, participates in the  
3 management of, or holds a franchise agreement for the sale or service  
4 of another make or line of new motor vehicles; (B) the fact that the  
5 new motor vehicle dealer has established another make or line of new  
6 motor vehicles or service in the same dealership facilities as those  
7 of the manufacturer or distributor; (C) that the new motor vehicle  
8 dealer has or intends to relocate the manufacturer or distributor's  
9 make or line of new motor vehicles or service to an existing  
10 dealership facility that is within the relevant market area, as  
11 defined in RCW 46.96.140, of the make or line to be relocated, except  
12 that, in any nonemergency circumstance, the dealer must give the  
13 manufacturer or distributor at least sixty days' notice of his or her  
14 intent to relocate and the relocation must comply with RCW 46.96.140  
15 and 46.96.150 for any same make or line facility; or (D) the failure  
16 of a franchisee to change the location of the dealership or to make  
17 substantial alterations to the use or number of franchises on the  
18 dealership premises or facilities.

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

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

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

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

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

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



1 distributor shall give written notice of its reasons to the dealer  
2 within sixty days after receiving written notice from the dealer of  
3 the proposed change and all related information reasonably requested  
4 by the manufacturer or distributor, or the change in executive  
5 management must be considered approved;

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

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

32 (p) Take any adverse action against a new motor vehicle dealer  
33 including, but not limited to, charge backs or reducing vehicle  
34 allocations, for sales and service performance within a designated  
35 area of primary responsibility unless that area is reasonable in  
36 light of proximity to relevant census tracts to the dealership and  
37 competing dealerships, highways and road networks, (~~state borders,~~)  
38 any natural or man-made barriers, demographics, including economic  
39 factors, (~~and~~) buyer behavior information, and contains only areas

1 inside the state of Washington unless specifically approved by the  
2 new motor vehicle dealer; ((or))

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

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

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

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

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

37 (b) "Control" or "controlling" means (i) the possession of, title  
38 to, or control of ten percent or more of the voting equity interest  
39 in a person, whether directly or indirectly through a fiduciary,  
40 agent, or other intermediary, or (ii) the possession, direct or

1 indirect, of the power to direct or cause the direction of the  
2 management or policies of a person, whether through the ownership of  
3 voting securities, through director control, by contract, or  
4 otherwise, except as expressly provided under the franchise  
5 agreement.

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

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

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

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

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

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

1 ~~the amount specified in RCW 3.66.020, and the costs of the suit,~~  
2 ~~including reasonable attorneys' fees.)) In addition, the court may,~~  
3 ~~in its discretion, increase the award of damages up to an amount not~~  
4 ~~to exceed three times the actual damages sustained. If a petition is~~  
5 ~~filed with the department, the petition must be accompanied with a~~  
6 ~~filing fee in accordance with RCW 46.96.210."~~

7 Correct the title.

EFFECT: (1) Specifies a manufacturer's obligation to compensate its dealer for a used vehicle subject to a recall and a stop-sale, do-not-drive order, or where the recall issue could otherwise affect the vehicle's safe operation, commences on the 15th day after the notice or order was issued and ends on the earlier of the following dates: (a) The date the remedy or repair parts necessary to resolve the recall, stop-sale, or do-not-drive order are available to the dealer; or (b) the date the dealer sells, trades, or otherwise disposes of the vehicle.

(2) Requires a manufacturer to pay a claim within 30 days following approval of the claim, rather than within 30 days of receipt of the claim.

(3) Provides that a manufacturer is not obligated to compensate a dealer for more than the total trade-in value of the vehicle. Specifies any reimbursement remedy provided to a dealer under the act is exclusive and may not be combined with any other state or federal recall compensation remedy.

(4) Authorizes a dealer (and not only a corporation or association of dealers) 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.

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