

2025 Regular Session

HOUSE BILL NO. 623

BY REPRESENTATIVE CARVER

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

MOTOR VEHICLES: Provides relative to the Louisiana Motor Vehicle Commission

1 AN ACT

2 To amend and reenact R.S. 32:1251, 1252(5)(a), (7)(a) and (b), (8), (12) through (17), (20),

3 (25)(b), (31), (36), (40) through (43), (46), (48), (53), (60), (62), (64), (67), (69),

4 (70), and (73), 1253(A)(introductory paragraph), (3), and (4), (C) through (F), and

5 (H), 1254(A)(introductory paragraph), (12), and (19), (B)(1)(a) and (2), (E)(9)(d) and

6 (10)(a), (F)(7)(introductory paragraph) and (a), (G)(7)(introductory paragraph) and

7 (a), (H)(6)(introductory paragraph) and (a), (L)(8)(introductory paragraph) and (a),

8 and (M), 1255(A)(1), (2), and (5) and (B), 1256.1(A)(1), (C)(2), and (D),

9 1257(A)(2), (B), (C), and (D)(1)(a) through (c), 1258(A)(10) and (E), 1260(F),

10 1261(A)(1)(a)(v), (viii), and (ix), (b) through (e), (h), (i), (k)(i)(cc), (l), (m), (p), (q),

11 (t)(ii) and (iii), (u), (v), (w)(i)(introductory paragraph), and (y), (2)(introductory

12 paragraph), (b), (f)(ii), (iv), and (v), (i), and (k)(i), (3)(e) and (g), (4)(c), and (5)(c),

13 (f)(ii), (h)(introductory paragraph), (i), and (iii), and (B), 1261.1(A), 1261.2,

14 1262(A)(2), (3), (4)(a)(introductory paragraph) and (b), (5), (6)(introductory

15 paragraph), (7), (8)(c), (9)(b) and (c)(iv), and (10) through (14), (B)(1),

16 (2)(introductory paragraph) and (d), (3), (4)(a), (6), and (8), and (C), 1264.1,

17 1264.2(B)(1)(b)(introductory paragraph) and (i)(aa), (bb)(introductory paragraph)

18 and (ii), and (cc), and (C) through (G), 1267(C), 1268(A)(1)(introductory paragraph),

19 (a)(introductory paragraph) and (ii), and (b) through (d), and (2)(a)(introductory

20 paragraph), (b) and (c), (B), and (C)(1) and (4), 1270(A) through (C), (D)(3), and

1 (E), 1270.1(introductory paragraph)(1)(a)(iv) and (vii), (d), (g), (l), and (n),  
 2 (2)(introductory paragraph), (b), (f)(iv) and (v), and (i), and (3)(a), 1270.2(A)(1),  
 3 1270.5(D)(5), and (J), 1270.10(A),(B), and (D)(3), 1270.11(introductory  
 4 paragraph)(1)(a)(v), (c), (h)(i)(bb) and (cc), (k), and (n) and (2)(introductory  
 5 paragraph), (b), (f)(iv) and (v), (h), and (i), 1270.16(A), (B)(introductory paragraph),  
 6 and (H)(1), 1270.17(A)(1)(introductory paragraph) and (c) and (3) and (B),  
 7 1270.20(introductory paragraph)(1)(k)(i), (o), (p), (u)(i)(aa) through (cc) and (2)(b),  
 8 (f)(iv) and (v), and (i), 1270.23(A)(1), 1270.28(A)(1), (2)(introductory paragraph),  
 9 (4), and (8)(a) and (B)(4), (5)(a), and (6), 1270.29(B) and (C)(1) and (4), 1270.34,  
 10 1270.35(A)(1)(introductory paragraph) and (2)(a)(ii) and (C), 1270.36(B), 1270.40,  
 11 1270.41, 1274(B)(introductory paragraph) and (C) through (E), R.S. 36:4.1(C)(13)  
 12 through (15), and R.S. 37:1892(3), 1893(C)(4)(a) and (d) and (D), and 1894, to enact  
 13 R.S. 32:1253(A)(5) and (I), 1254(A)(20) through (31), 1254(B)(3), 1255(A)(6)  
 14 through (9), 1260(G) and (H), and Chapter 6-A of Title 32 of the Louisiana Revised  
 15 Statutes of 1950, to be comprised of R.S. 32:1270.51 through 1270.72, and to repeal  
 16 R.S. 32:781 through 808 and 1252(9), (61), (63), (65), (66), (68), (71), and (72),  
 17 relative to the Louisiana Motor Vehicle Commission; to provide for consolidation  
 18 of laws governing the sale of used motor vehicles into the laws governing the sale  
 19 of new motor vehicles; to provide for definitions; to provide for language  
 20 clarification, to repeal the Louisiana Used Motor Vehicle Commission; to provide  
 21 for transfer of duties and functions; to provide for transfer of property; to provide for  
 22 transfer of employees; to provide for an effective date; and to provide for related  
 23 matters.

24 Be it enacted by the Legislature of Louisiana:

25 Section 1. R.S. 32:1251, 1252(5)(a), (7)(a) and (b), (8), (12) through (17), (20),  
 26 (25)(b), (31), (36), (40) through (43), (46), (48), (53), (60), (62), (64), (67), (69), (70), and  
 27 (73), 1253(A)(introductory paragraph), (3), and (4), (C) through (F), and (H),  
 28 1254(A)(introductory paragraph), (12), and (19), (B)(1)(a) and (2), (E)(9)(d) and (10)(a),  
 29 (F)(7)(introductory paragraph) and (a), (G)(7)(introductory paragraph) and (a),

1 (H)(6)(introductory paragraph) and (a), (L)(8)(introductory paragraph) and (a), and (M),  
2 1255(A)(1), (2), and (5) and (B), 1256.1(A)(1), (C)(2), and (D), 1257(A)(2), (B), (C), and  
3 (D)(1)(a) through (c), 1258(A)(10) and (E), 1260(F), 1261(A)(1)(a)(v), (viii), and (ix), (b)  
4 through (e), (h), (i), (k)(i)(cc), (l), (m), (p), (q), (t)(ii) and (iii), (u), (v), (w)(i)(introductory  
5 paragraph), and (y), (2)(introductory paragraph), (b), (f)(ii), (iv), and (v), (i), and (k)(i),  
6 (3)(e) and (g), (4)(c), and (5)(c), (f)(ii), (h)(introductory paragraph), (i), and (iii), and (B),  
7 1261.1(A), 1261.2, 1262(A)(2), (3), (4)(a)(introductory paragraph) and (b), (5),  
8 (6)(introductory paragraph), (7), (8)(c), (9)(b) and (c)(iv), and (10) through (14), (B)(1),  
9 (2)(introductory paragraph) and (d), (3), (4)(a), (6), and (8), and (C), 1264.1,  
10 1264.2(B)(1)(b)(introductory paragraph) and (i)(aa), (bb)(introductory paragraph) and (ii),  
11 and (cc), and (C) through (G), 1267(C), 1268(A)(1)(introductory paragraph),  
12 (a)(introductory paragraph) and (ii), and (b) through (d), and (2)(a)(introductory paragraph),  
13 (b) and (c), (B), and (C)(1) and (4), 1270(A) through (C), (D)(3), and (E),  
14 1270.1(introductory paragraph)(1)(a)(iv) and (vii), (d), (g), (l), and (n), (2)(introductory  
15 paragraph), (b), (f)(iv) and (v), and (i), and (3)(a), 1270.2(A)(1), 1270.5(D)(5), and (J),  
16 1270.10(A),(B), and (D)(3), 1270.11(introductory paragraph)(1)(a)(v), (c), (h)(i)(bb) and  
17 (cc), (k), and (n) and (2)(introductory paragraph), (b), (f)(iv) and (v), (h), and (i),  
18 1270.16(A), (B)(introductory paragraph), and (H)(1), 1270.17(A)(1)(introductory paragraph)  
19 and (c) and (3) and (B), 1270.20(introductory paragraph)(1)(k)(i), (o), (p), (u)(i)(aa) through  
20 (cc) and (2)(b), (f)(iv) and (v), and (i), 1270.23(A)(1), 1270.28(A)(1), (2)(introductory  
21 paragraph), (4), and (8)(a) and (B)(4), (5)(a), and (6), 1270.29(B) and (C)(1) and (4),  
22 1270.34, 1270.35(A)(1)(introductory paragraph) and (2)(a)(ii) and (C), 1270.36(B), 1270.40,  
23 1270.41, 1274(B)(introductory paragraph) and (C) through (E) are hereby amended and  
24 reenacted and R.S. 32:1253(A)(5) and (I), 1254(A)(20) through (31), 1254(B)(3),  
25 1255(A)(6) through (9), 1260(G) and (H), Chapter 6-A of Title 32 of the Louisiana Revised  
26 Statutes of 1950, comprised of R.S. 32:1270.51 through 1270.72, are hereby enacted to read  
27 as follows

28 §1251. Declaration of public policy



1 (5) "Broker" means a person who, for a fee or commission, arranges or offers  
2 to arrange a transaction involving the sale, for purposes other than resale, of a new  
3 motor vehicle or recreational product, and who is not:

4 (a) A motor vehicle ~~dealer~~ or recreational products dealer, or bona fide  
5 employee of a motor vehicle or recreational products dealer, when acting on behalf  
6 of a motor vehicle or recreational products dealer.

7 \* \* \*

8 (7)(a) "Community or territory" or "area of responsibility" shall mean the  
9 licensee's area of principal sales and service responsibility as specified by the  
10 franchise in effect with any licensee of the commission.

11 (b) The area of responsibility of a licensee shall not be comprised of an area  
12 less than the applicable area provided for in Subparagraph (b) of this Paragraph,  
13 unless approved by the commission pursuant to the provisions of this Chapter, or if,  
14 on August 15, 2001, ~~such~~ the motor vehicle dealer had an effective contractual  
15 agreement for a smaller area of responsibility.

16 \* \* \*

17 (8) "Converter" or "secondary manufacturer" means a person who prior to  
18 the retail sale of motor vehicles, ~~or trailers,~~ recreational products, or specialty  
19 vehicles assembles, installs, or affixes a body, cab, or special equipment to a chassis,  
20 or who substantially adds, subtracts from, or modifies a previously assembled or  
21 manufactured motor vehicle, ~~or trailer,~~ recreational product, or specialty vehicle, but  
22 does not include towable equipment as defined in this Chapter.

23 \* \* \*

24 (12) "Distributor" or "wholesaler" means any person, resident or nonresident,  
25 who in whole or in part sells or distributes new motor vehicles, recreational products,  
26 or specialty vehicles, or new, remanufactured, reconditioned, or rebuilt motor vehicle  
27 motors to motor vehicle, recreational product, or specialty vehicle dealers, or who  
28 maintains distributor representatives.

1           (13) "Distributor branch" means a branch office or facility maintained by a  
2 person, resident or nonresident, who in whole or in part sells or distributes new  
3 motor vehicles, ~~or recreational products,~~ or specialty vehicles to motor vehicle, ~~or~~  
4 recreational products, specialty vehicle dealers, or for directing or supervising, in  
5 whole or in part, its representatives.

6           (14) "Distributor representative" means any officer, agent, or employee  
7 employed by a distributor, distributor branch, or wholesaler, for the purpose of  
8 making or promoting the sale of his, its, or their motor vehicles, recreational  
9 products, or specialty vehicles, or for supervision or contacting his, its, or their motor  
10 vehicle, recreational products, or specialty vehicle dealers or prospective motor  
11 vehicle, recreational products, or specialty vehicle dealers.

12           (15) "Established place" or "established place of business" ~~shall mean~~ means  
13 a permanently enclosed building or structure either owned, leased, or rented, which  
14 meets local zoning or municipal requirements, and regularly occupied by a person,  
15 easily accessible to the public at which the regular business of a licensee will be  
16 carried on in good faith, and, at which place of business shall be kept and maintained  
17 the books, records, and files necessary to conduct the business; and shall not mean  
18 ~~residences,~~ tents, temporary stands, lots, or any temporary quarters.

19           (16) "Factory branch" means a branch office or facility maintained by a  
20 person who fabricates, manufactures, or assembles motor vehicles or recreational  
21 products, for the sale of motor vehicles or recreational products to distributors, or for  
22 the sale of motor vehicles or recreational products to motor vehicle or recreational  
23 products dealers, or for directing or supervising, in whole or in part, its  
24 representatives.

25           (17) "Factory representative" means any officer, agent, or employee  
26 employed by a person who fabricates, manufactures, or assembles motor vehicles or  
27 recreational products, or by a factory branch, for the purpose of making or promoting  
28 the sale of his, its, or their motor vehicles or recreational products, or for supervising

1 or contacting his, its, or their motor vehicle or recreational dealers or prospective  
2 motor vehicle or recreational dealers.

3 \* \* \*

4 (20) "Franchise" means any written contract or selling agreement between  
5 a motor vehicle or recreational products dealer, a motor vehicle lessor, or a specialty  
6 vehicle dealer and a manufacturer, motor vehicle lessor franchisor, or converter of  
7 a new motor vehicle, a new recreational product, or specialty vehicle or its  
8 distributor or factory branch by which the motor vehicle or recreational products  
9 dealer, motor vehicle lessor, or specialty vehicle dealer is authorized to engage in the  
10 business of selling or leasing the specific makes, models, or classifications of new  
11 motor vehicles, recreational products, or specialty vehicles marketed or leased by the  
12 manufacturer or its distributor or factory branch, motor vehicle lessor franchisor, or  
13 converter and designated in the franchise agreement or any addendum thereto. For  
14 purposes of this Chapter, any written modification, amendment, or addendum to the  
15 original franchise agreement, which changes the rights and obligations of the parties  
16 to the original franchise agreement, shall constitute a new franchise agreement,  
17 effective as of the date of the modification, amendment, or addendum. The term of  
18 the franchise shall be no less than one year.

19 \* \* \*

20 (25) "Marine dealer" means any person who holds a bona fide contract or  
21 franchise with a manufacturer or distributor of marine products, except for either of  
22 the following:

23 \* \* \*

24 (b) A person engaged in the business of renting or selling new or used  
25 trolling motors who otherwise would not be required to be licensed as any  
26 classification of recreational products dealer in accordance with the provisions of this  
27 Chapter.

28 \* \* \*





1 products, or specialty vehicle leasing or rental business. It shall also include a  
2 subsidiary of any such entity.

3 (b) The term "motor vehicle lessor" does not include any of the following:

4 (i) Receivers, trustees, administrators, executors, guardians, or other persons  
5 appointed by or acting under judgment or order of any court.

6 (ii) Public officers while performing or in the operation of their duties.

7 (iii) Employees of persons, corporations, or associations enumerated in Item  
8 (i) of this Subparagraph when engaged in the specific performance of their duties as  
9 such employees.

10 (iv) Financial institutions engaged in the leasing of motor vehicles,  
11 recreational products, or specialty vehicles.

12 ~~(c) Any motor vehicle lessor who rents on a daily basis motor vehicles,~~  
13 ~~recreational products, or specialty vehicles not of the current year or immediate prior~~  
14 ~~year models that have been titled previously to an ultimate purchaser, and who is~~  
15 ~~otherwise not required to obtain a license under this Chapter, shall be subject to the~~  
16 ~~regulation of the Louisiana Used Motor Vehicle Commission.~~

17 \* \* \*

18 (40) "New marine product" means a marine product, the legal title to which  
19 has never been transferred by a ~~manufacturer, distributor, or~~ recreational products  
20 dealer to an ultimate purchaser.

21 (41) "New motorcycle or all-terrain vehicle" means a motorcycle or all-  
22 terrain vehicle, the legal title to which has never been transferred by a ~~manufacturer,~~  
23 ~~distributor, or~~ recreational products dealer to an ultimate purchaser.

24 (42) "New motor vehicle", "new recreational product", or "new specialty  
25 vehicle" means a motor vehicle, recreational product, or specialty vehicle, the legal  
26 title to which has never been transferred by a ~~manufacturer, distributor, or~~ motor  
27 vehicle, recreational products, or specialty vehicle dealer to an ultimate purchaser.

1 (43) "New recreational vehicle" means a recreational vehicle, the legal title  
2 to which has never been transferred by a ~~manufacturer, distributor, or recreational~~  
3 products dealer to an ultimate purchaser.

4 \* \* \*

5 (46)(a) "Recreational products dealer" means any person who, for a  
6 commission or with intent to make a profit or gain of money or other thing of value,  
7 buys, sells, ~~brokers,~~ exchanges, auctions, offers, or attempts to negotiate a sale or  
8 exchange of an interest in recreational products and who is engaged wholly or in part  
9 in the business of buying and selling recreational products in ~~the~~ this state of  
10 ~~Louisiana~~. Duly franchised and licensed recreational products dealers shall be the  
11 only persons entitled to sell, publicly solicit, and advertise the sale of new  
12 recreational products.

13 ~~(b) The term shall also include anyone not licensed under this Chapter, who~~  
14 ~~sells recreational products and who rents on a daily basis recreational products, not~~  
15 ~~of the current year or immediate prior year models, that have been titled previously~~  
16 ~~to an ultimate purchaser.~~

17 ~~(c)~~(b) "Recreational products dealer" ~~shall~~ does not include any of the  
18 following:

19 (i) Receivers, trustees, administrators, executors, guardians, or other persons  
20 appointed by or acting under the judgment or order of any court.

21 (ii) Public officers while performing their official duties.

22 (iii) Employees of recreational products dealers when engaged in the specific  
23 performance of their duties as such employees.

24 (iv) Mortgagees or secured parties as to sales of recreational products  
25 constituting collateral on a mortgage or security agreement.

26 ~~(v) Insurance companies.~~

27 ~~(vi)~~(v) Auctioneers or auction houses who are not engaged in the auction of  
28 recreational products as the principal part of their business, including but not limited

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

1 to the following auctions: estate auctions, bankruptcy auctions, farm equipment  
2 auctions, or government auctions.

3 ~~(vii)~~(vi) Any person engaged in the business of renting or selling new or  
4 used trolling motors who otherwise would not be required to be licensed as any  
5 classification of dealer pursuant to the provisions of this ~~Title~~ Chapter.

6 \* \* \*

7 (48)(a) "Recreational vehicle dealer" means any person who, for a  
8 commission or with intent to make a profit or gain of money or other thing of value,  
9 buys, sells, ~~brokers~~, exchanges, auctions, offers, or attempts to negotiate a sale or  
10 exchange of an interest in recreational vehicles and who is engaged wholly or in part  
11 in the business of buying and selling recreational vehicles in ~~the~~ this state of  
12 Louisiana and who holds a license as a recreational products dealer under the  
13 provisions of this Chapter.

14 ~~(b) The term shall also include anyone not licensed under this Chapter, who  
15 sells recreational vehicles and who rents on a daily basis recreational vehicles, not  
16 of the current year or immediate prior year models, that have been titled previously  
17 to an ultimate purchaser.~~

18 ~~(c)~~(b) "Recreational vehicle dealer" shall not include any of the following:

19 (i) Receivers, trustees, administrators, executors, guardians, or other persons  
20 appointed by or acting under the judgment or order of any court.

21 (ii) Public officers while performing their official duties.

22 (iii) Employees of recreational vehicle dealers when engaged in the specific  
23 performance of their duties as such employees.

24 (iv) Mortgagees or secured parties as to sales of recreational vehicles  
25 constituting collateral on a mortgage or security agreement.

26 ~~(v) Insurance companies.~~

27 ~~(vi)~~(v) Auctioneers or auction houses who are not engaged in the auction of  
28 recreational vehicles as the principal part of their business, including but not limited

1 to the following auctions: estate auctions, bankruptcy auctions, farm equipment  
2 auctions, or government auctions.

3 \* \* \*

4 (53) "Specialty vehicle" means a motor vehicle manufactured or converted  
5 by a converter or second stage manufacturer by purchasing motor vehicle  
6 components, including frames and drive trains, and completing the manufacture or  
7 conversion of finished motor vehicles for the purpose of resale, with the primary  
8 manufacturer warranty unimpaired, to a limited commercial market rather than the  
9 consuming public. Specialty vehicle includes ambulances, fire trucks, garbage  
10 trucks, hearses, limousines, school buses, street sweepers, vacuum trucks, wreckers,  
11 and other similar limited purpose vehicles. Specialty vehicle does not include motor  
12 homes as defined in this Section.

13 \* \* \*

14 (60) "Ultimate purchaser" means, with respect to any new motor vehicle,  
15 recreational product, or specialty vehicle, the first person, other than a motor vehicle,  
16 recreational products, or specialty vehicle dealer purchasing in his capacity as a  
17 dealer, who in good faith purchases such new motor vehicles, recreational products,  
18 or specialty vehicles for purposes other than resale. "Ultimate purchaser" shall not  
19 include a person who purchases a motor vehicle or recreational product for purposes  
20 of altering or remanufacturing the motor vehicle or recreational product for future  
21 resale.

22 \* \* \*

23 (62) "Used marine product" means a marine product, the legal title of which  
24 has been transferred by a ~~manufacturer, distributor, or~~ recreational products dealer  
25 to an ultimate purchaser.

26 \* \* \*

27 (64) "Used motorcycle or all-terrain vehicle" means a motorcycle or all-  
28 terrain vehicle, the legal title of which has been transferred by a ~~manufacturer,~~  
29 ~~distributor, or~~ recreational products dealer to an ultimate purchaser.

1 \* \* \*

2 (67) "Used motor vehicle" means a motor vehicle, recreational product, or  
3 specialty vehicle, the legal title of which has been transferred by a ~~manufacturer,~~  
4 ~~distributor, or~~ motor vehicle, recreational products, or specialty vehicle dealer to an  
5 ultimate purchaser.

6 \* \* \*

7 (69) "Used motor vehicle facility" means any facility which is owned and  
8 operated by a ~~licensee of the commission and offers for sale used motor vehicles,~~  
9 ~~recreational products, or specialty vehicles.~~ licensed motor vehicle dealer,  
10 recreational products dealer, motor vehicle lessor, or specialty vehicle dealer at a  
11 location other than their licensed motor vehicle dealer, recreational products dealer,  
12 motor vehicle lessor, or specialty vehicle dealer location and whose business is to  
13 sell, or offer for sale, display, or advertise used motor vehicles, recreational products,  
14 or specialty vehicles, or any person who holds a license from the commission and is  
15 not excluded by Subparagraph (b) of this Paragraph.

16 (b) "Used motor vehicle facility" does not include any of the following:

17 (i) Receivers, trustees, administrators, executors, guardians, or other persons  
18 appointed by or acting under the judgment or order of any court.

19 (ii) Public officers while performing their official duties.

20 (iii) Employees of persons, corporations, or associations enumerated in the  
21 definition of "used motor vehicle facility" when engaged in the specific performance  
22 of their duties as such employees.

23 (iv) Mortgagees or secured parties as to sales of motor vehicles constituting  
24 collateral on a mortgage or security agreement and who do not maintain a used car  
25 lot or building with one or more employed motor vehicle salesman.

26 (v) Insurance companies who sell motor vehicles to which they have taken  
27 title as an incident of payments made under policies of insurance and who do not  
28 maintain a used car lot or building with one or more employed motor vehicle  
29 salesman.

1 (vi) Independent used motor vehicle dealers licensed pursuant to Chapter  
2 6-A of this Title.

3 (70) "Used recreational vehicle" means a recreational vehicle, the legal title  
4 of which has been transferred by a ~~manufacturer, distributor, or recreational vehicle~~  
5 dealer to an ultimate purchaser.

6 \* \* \*

7 (73) "Vehicle" means any new or used motor vehicle, specialty vehicle, or  
8 recreational product subject to regulation by this Chapter.

9 \* \* \*

10 §1253. Motor Vehicle Commission; appointment and qualifications of members;  
11 terms of office; organization; oath; official bond; compensation; powers and  
12 duties

13 A. The Louisiana Motor Vehicle Commission is hereby created within the  
14 office of the governor and shall be composed of ~~eighteen~~ thirty members appointed  
15 by the governor, as follows:

16 \* \* \*

17 (3)(a) ~~Each of the three remaining~~ Five appointive members shall be a  
18 public member who is not a licensee under this Chapter and shall be appointed from  
19 the state at large. These ~~three~~ five commissioners shall have the sole function of  
20 hearing and deciding matters concerning ~~brokers and disputes between~~  
21 ~~manufacturers, distributors, converters, motor vehicle lessor franchisors, or~~  
22 ~~representatives and motor vehicle dealers, recreational products dealers, specialty~~  
23 ~~vehicle dealers, motor vehicle lessors, and hearings pursuant to R.S. 32:1270.31 et~~  
24 ~~seq.~~ the following:

25 (i) Brokers.

26 (ii) Manufacturers that do not have motor vehicle or recreational products  
27 dealers in this state.

1            (iii) Disputes between manufacturers, distributors, converters, motor vehicle  
2            lessor franchisors, or representatives and motor vehicle dealers, recreational products  
3            dealers, specialty vehicle dealers, motor vehicle lessors.

4            (iv) Hearings pursuant to R.S. 32:1270.31 et seq.

5            (b) ~~This function~~ The function of conducting hearings and deciding matters  
6            pursuant to Item (i) and (iii) of Subparagraph (a) of this Paragraph shall be  
7            performed only when so requested in writing at the time of the filing of the initial  
8            protest or initial answer to the protest. If no party requests a hearing before these  
9            commissioners, the commissioners appointed pursuant to Paragraph (1) of this  
10           Subsection shall retain jurisdiction over the dispute. Should a consumer, broker,  
11           manufacturer, distributor, converter, motor vehicle lessor franchisor, representative,  
12           motor vehicle lessor, specialty vehicle dealer, recreational product dealer, or motor  
13           vehicle dealer make the request as set forth above, the commissioners appointed  
14           pursuant to Paragraph (1) of this Subsection shall not participate, deliberate, or in  
15           any way take part in the hearing.

16           (c) The ~~three~~ five commissioners shall elect among themselves a chairman  
17           to serve as presiding officer of the hearing.

18           (4) Ten appointive members shall meet to implement the provisions of  
19           Chapter 6-A of this Title and R.S. 37:1891-1895 and shall be made up of the  
20           following:

21           (a) Five members shall be licensed independent used motor vehicle dealers,  
22           one selected from each public service commission district.

23           (b) One member shall be a licensed automotive dismantler or parts recycler.

24           (c) Three members shall be consumers selected from the state at large.

25           (d) One member shall be a person licensed to conduct used motor vehicle  
26           auctions or salvage pool auctions.

27           ~~(4)~~(5) Each appointment to the commission by the governor shall be  
28           submitted to the Senate for confirmation. Each commissioner shall at the time of  
29           appointment be a resident of this state and shall be of good moral character.

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\* \* \*

C. The chairman and members of ~~said~~ the commission shall receive ~~fifty~~ seventy-five dollars per diem for each and every day necessarily spent in conducting the business of the commission, and shall be reimbursed for actual expenses incurred in the performance of their duties under ~~this Chapter~~ Chapter 6, Chapter 6-A, and Chapter 6-B of this Title, Chapter 10-B of Title 6, and Part II-B of Chapter 21 of Title 37.

D. The commission shall appoint a qualified person to serve as executive director thereof, to serve at the pleasure of the commission and shall fix ~~his~~ a salary and shall define and prescribe ~~his~~ the executive director's duties. The executive director shall be in charge of the commission's office and shall devote such time to the duties thereof, as may be necessary. ~~Said~~ The commission may employ such clerical and professional help and incur such expenses as may be necessary for the proper discharge of its duties under ~~this Chapter~~ Chapter 6, Chapter 6-A, and Chapter 6-B of this Title, Chapter 10-B of Title 6, and Part II-B of Chapter 21 of Title 37. The commission shall maintain its primary office and transact its business in Jefferson Parish, and it is authorized to adopt and use a seal. The commission may utilize an additional office in East Baton Rouge Parish.

E. The commission is hereby vested with the powers and duties necessary and proper to enable it to fully and effectively carry out the provisions and objects of ~~this Chapter~~ Chapter 6, 6-A, and 6-B of this Title, Chapter 10-B of Title 6, and Part II-B of Chapter 21 of Title 37, and is hereby authorized and empowered to make and enforce all reasonable rules and regulations and to adopt and prescribe all forms necessary to accomplish ~~said~~ the purpose, and the enumeration of any power or authority herein shall not be construed to deny, impair, disparage, or limit any others necessary to the attainment thereof, provided no rule or regulation of the commission, including but not limited to Chapter 7 (Advertising) of Subpart 1 of Part V of Title 46, comprised of LAC 46:V:701 through 741, of the Louisiana Administrative Code, shall prohibit a ~~dealer~~ licensee from making a monetary

CODING: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.



1 donation or contribution that does not directly involve the sale or lease of a motor  
2 vehicle in connection with an advertising campaign. A copy of all rules and  
3 regulations adopted by the commission shall be published in the Louisiana  
4 Administrative Code, as they may be amended, modified, or repealed from time to  
5 time.

6 F. All fees and charges under the provisions of this Chapter shall be  
7 collected and received by the executive director of the commission and shall be  
8 disbursed by ~~him~~ the executive director at the direction of the commission in  
9 administering and enforcing the provisions of this Chapter.

10 \* \* \*

11 H. The commission shall, in addition to the powers herein conferred, be  
12 constituted a body politic or political corporation, invested with the powers inherent  
13 in corporations, including but not limited to the power and authority to own  
14 immovable property. It may sue and be sued under the style of the commission, and  
15 all process against the commission shall be served on the chairman or executive  
16 director in person, and all suits on behalf of the commission shall be brought by the  
17 chairman. The domicile for the purpose of being sued under the provisions of  
18 Chapter 6 and Chapter 6-B of this Title and Chapter 10-B of Title 6 shall be  
19 Jefferson Parish. The domicile for the purpose of being sued under the provisions of  
20 Chapter 6-A of this Title and Part II-B of Chapter 21 of Title 37 shall be East Baton  
21 Rouge Parish. No member of the commission, or the executive director, shall be  
22 subject to suit or be held liable as an individual in any suit against the commission.

23 I. The Commission is vested with the power to issue, serve, and enforce  
24 subpoena or subpoena duces tecum pursuant to any hearing or lawful investigation  
25 into the suspected misconduct of any licensee or persons suspected of violation of  
26 this Chapter.

27 \* \* \*

28 §1254. Application for license; requirements for licensure; contents; licenses;  
29 franchise filings; exceptions

1           A. The following persons shall be licensed by the commission in order to  
2 engage in business in ~~the~~ this state of Louisiana, regardless of whether or not said ~~the~~  
3 person maintains or has a place or places of business in this state, and it is a violation  
4 of this Chapter to operate without first obtaining a license:

5   \*       \*       \*

6           (12) Converters or secondary manufacturers or converter or secondary  
7 manufacturer branches.

8   \*       \*       \*

9           (19) Converter or secondary manufacturers or converter or secondary  
10 manufacturer representatives.

11           (20) Auto shows, trade shows, and exhibitions, including promoters.

12           (21) Independent used motor vehicle dealer.

13           (22) Dealer of used motor vehicle parts or accessories.

14           (23) Rent-to-own dealer.

15           (24) Dismantler and parts recycler.

16           (25) Public or retail motor vehicle auctions, wholesale motor vehicle  
17 auctions, or salvage pools that deal in used motor vehicles.

18           (26) Used motor vehicle salesperson for any dealer licensed pursuant to  
19 Chapter 6-A of this Title.

20           (27) Motor vehicle crusher.

21           (28) Scrapped metal processor.

22           (29) Daily rental dealer.

23           (30) Catalytic converter dealer.

24           (31) Vehicle protection product warrantor or warrantor.

25           B. (1)(a) All applications for license or licenses shall be accompanied by the  
26 appropriate fee or fees in accordance with the schedule set out in R.S. 32:1255. All  
27 ~~such~~ fees shall be nonrefundable. Except as provided in ~~Subparagraph (b) of this~~  
28 ~~Paragraph and Paragraph~~ Paragraphs (2) and (3) of this Subsection, all licenses

1 issued under the provisions of this Chapter in accordance with the geographical  
2 location of the licensee will be for the year beginning and ending as follows:

3 \* \* \*

4 ~~(2) The license of any recreational products dealer shall expire December 31,~~  
5 ~~2010, and the license of any licensee who does not maintain a place of business in~~  
6 ~~this state, vehicle protection warrantor, and used motor vehicle salesperson for any~~  
7 ~~dealer licensed pursuant to Chapter 6-A of this Title shall expire on December thirty-~~  
8 ~~first of each year.~~

9 (3) The license issued to any independent used motor vehicle dealer, dealer  
10 in used parts or used accessories motor vehicles, dismantler and parts recycler,  
11 public or retail motor vehicle auctions, wholesale motor vehicle auctions, or salvage  
12 pools that deal in used motor vehicles, rent-to-own dealer, used motor vehicle  
13 salesperson for any dealer licensed pursuant to Chapter 6-A of this Title, motor  
14 vehicle crusher, scrapped metal processor, or daily rental dealer will shall be issued  
15 for a term of two years, expiring on December thirty-first and staggering the two  
16 year license as follows:

17 (a) District 1 consisting of Bienville, Bossier, Caddo, Claiborne, DeSoto,  
18 Jackson, Lincoln, Ouachita, Red River, Union, Webster, and Winn parishes expire  
19 December thirty-first, even numbered years.

20 (b) District 2 consisting of Avoyelles, Caldwell, Catahoula, Concordia, East  
21 Carroll, East Feliciana, Franklin, Grant, LaSalle, Madison, Morehouse, Natchitoches,  
22 Rapides, Richland, Sabine, Tensas, Vernon, West Carroll parishes expire December  
23 thirty-first, even numbered years.

24 (c) District 3 consisting of Acadia, Allen, Beauregard, Calcasieu, Cameron,  
25 Evangeline, Iberia, Jefferson Davis, Lafayette, St. Landry, St. Martin, St. Mary,  
26 Vermillion parishes expire December thirty-first, even numbered years.

27 (d) District 4 consisting of Ascension, East Baton Rouge, Iberville,  
28 Livingston, Pointe Coupee, St. Helena, St. Tammany, Tangipahoa, Washington,

1 West Baton Rouge, West Feliciana parishes expire December thirty-first, odd  
2 numbered years.

3 (e) District 5 consisting of Assumption, Jefferson, Lafourche, Orleans,  
4 Plaquemines, St. Bernard, St. Charles, St. James, St. John, Terrebonne parishes,  
5 expire December thirty-first, odd numbered years.

6 \* \* \*

7 E.

8 \* \* \*

9 (9)

10 \* \* \*

11 (d) Notwithstanding any other provisions of law to the contrary, any motor  
12 vehicle or recreational products dealer holding a license hereunder shall not be  
13 required to obtain a license as a motor vehicle lessor, used motor vehicle ~~dealer~~  
14 facility, or specialty vehicle dealer or converter, when modifying or selling those  
15 vehicles or products he is duly franchised and licensed to sell, provided such  
16 operations are conducted from the location from which such motor vehicle or  
17 recreational products dealer is licensed to do business.

18 (10)(a) Before any motor vehicle or recreational products dealer license is  
19 issued to an applicant under the provisions of this Chapter, a good and sufficient  
20 surety bond, executed by the applicant as principal and by a surety company  
21 qualified to do business in Louisiana as surety, in the sum of ~~twenty~~ fifty thousand  
22 dollars, shall be delivered to the commission.

23 \* \* \*

24 F. Additional licensing and compliance requirements for used motor vehicle  
25 facilities operated by new motor vehicle dealers, motor vehicle lessors and specialty  
26 vehicle dealers:

27 \* \* \*

28 (7) Applicants for and holders of used motor vehicle ~~dealer~~ facility licenses  
29 shall obtain and maintain bonds in accordance with the following provisions:

1           (a) Before any used motor vehicle ~~dealer~~ facility license is issued to an  
 2           applicant ~~under~~ in accordance with the provisions of this Chapter, a good and  
 3           sufficient surety bond, executed by the applicant as principal and by a surety  
 4           company qualified to do business in ~~Louisiana~~ this state as surety, in the sum of ten  
 5           thousand dollars, shall be delivered to the commission. If a used motor vehicle dealer  
 6           operates from more than one location, a bond in the amount of ~~ten~~ fifty thousand  
 7           dollars shall be required for each location.

8                                       \*           \*           \*

9                                       G.

10                                      \*           \*           \*

11           (7) Applicants for and holders of satellite warranty and repair center licenses  
 12           shall obtain and maintain bonds in accordance with the following provisions:

13           (a) Before any satellite warranty and repair center license is issued to an  
 14           applicant ~~under~~ in accordance with the provisions of this Chapter, a good and  
 15           sufficient surety bond, executed by the applicant as principal and by a surety  
 16           company qualified to do business in ~~Louisiana~~ this state as surety, in the sum of  
 17           ~~twenty~~ fifty thousand dollars, shall be delivered to the commission.

18                                      \*           \*           \*

19                                      H.

20                                      \*           \*           \*

21           (6) Applicants for and holders of broker licenses shall obtain and maintain  
 22           bonds in accordance with the following provisions:

23           (a) Before any broker license is issued to an applicant ~~under~~ in accordance  
 24           with the provisions of this Chapter, a good and sufficient surety bond, executed by  
 25           the applicant as principal and by a surety company qualified to do business in  
 26           ~~Louisiana~~ this state as surety, in the sum of ~~twenty~~ fifty thousand dollars, shall be  
 27           delivered to the commission.

28                                      \*           \*           \*

1 L. Additional licensing and compliance requirements for specialty vehicle  
2 dealers:

3 \* \* \*

4 (8) Applicants for and holders of specialty vehicle dealer licenses shall  
5 obtain and maintain bonds in accordance with the following provisions:

6 (a) Before any specialty vehicle dealer license is issued to an applicant ~~under~~  
7 in accordance with the provisions of this Chapter, a good and sufficient surety bond,  
8 executed by the applicant as principal and by a surety company qualified to do  
9 business in ~~Louisiana~~ this state as surety, in the sum of ~~twenty~~ fifty thousand dollars,  
10 shall be delivered to the commission.

11 \* \* \*

12 M. Additional licensing and compliance requirements for motor vehicle  
13 salesmen, motor vehicle lessor agents, converter representatives, factory  
14 representatives, and distributor representatives.

15 \* \* \*

16 §1255. Fees; penalties

17 A. To defray the cost of issuing licenses and administering this Chapter, the  
18 commission shall fix reasonable fees to be assessed under this Chapter as follows:

19 (1) The license fee for each manufacturer, distributor, converter, motor  
20 vehicle lessor franchisor, or wholesaler, ~~and~~ factory branch, ~~or~~ distributor branch, ~~or~~  
21 converter or secondary manufacturer branch shall not exceed one thousand dollars  
22 for each year covered by the license.

23 (2) The license fee for each motor vehicle dealer, specialty vehicle dealer,  
24 recreational products dealer, motor vehicle lessor, used motor vehicle ~~dealer~~ facility,  
25 factory representative, broker, distributor representative, converter or secondary  
26 manufacturer representative or lease facilitator shall not exceed three hundred dollars  
27 for each year covered by the license.

28 \* \* \*

1 (5) The license fee for satellite warranty and repair centers shall not exceed  
2 three hundred dollars for each year covered by the license.

3 (6) The license fee for each independent used motor vehicle dealer, dealer  
4 of used motor vehicle parts or accessories, dismantler and parts recycler, public or  
5 retail motor vehicle auctions, wholesale motor vehicle auctions, or salvage pools that  
6 deal in used motor vehicles, rent-to-own dealer, motor vehicle crusher, scrap metal  
7 processor or daily rental dealer licensed pursuant to Chapter 6-A of this Title, and  
8 catalytic converter dealer licensed pursuant to Part II-B of Chapter 21 of Title 37  
9 shall not exceed two hundred dollars for each year covered by the license.

10 (7) The license fee for each used motor vehicle salesperson for any dealer  
11 licensed pursuant to Chapter 6-A of this Title shall not exceed twenty-five dollars for  
12 the year covered by the license.

13 (8) The license fee for each catalytic converter dealer licensed pursuant Part  
14 II-B of Chapter 21 of Title 37 shall not exceed two hundred dollars for each year  
15 covered by the license.

16 (9) The license fee for each vehicle protection product warrantor or  
17 warrantor for each calendar year or part thereof shall not exceed five hundred dollars.

18 B. Any person, ~~firm, or corporation~~ required to be licensed ~~hereunder~~, who  
19 fails to make application for ~~such~~ the license at the time required ~~herein~~, or as  
20 required by the rules and regulations of the commission shall, in addition to the  
21 ~~aforsaid~~ fees, pay a penalty of fifty percent of the amount of the license fee in  
22 addition to any penalty, fine, or cost assessed for operating without a license which  
23 shall be paid to the commission. The penalty, however, may be waived in whole or  
24 in part within the discretion of the commission.

25 \* \* \*

26 §1256.1. Regional recreational products or specialty vehicle shows

27 A.(1) Shows where recreational products or specialty vehicles are displayed  
28 and promoted for sale are hereby authorized as provided for in this Section, except  
29 that no final sale and delivery of a recreational product or specialty vehicle shall

1 occur at these shows except by recreational or specialty dealers licensed pursuant to  
2 this Chapter.

3 \* \* \*

4 C. Nonresident recreational products dealers, specialty vehicle dealers,  
5 distributors, manufacturers, or converters who hold a current equivalent license in  
6 another state may participate in a regional recreational products or specialty vehicle  
7 show in ~~Louisiana~~ this state, if all of the following criteria are satisfied:

8 \* \* \*

9 (2) Louisiana recreational products or specialty vehicle dealers, whose area  
10 of responsibility does not include the location of the show, have been given second  
11 option on space at the show, provided that the recreational products or specialty  
12 vehicle dealers shall not show the same brand of recreational product or specialty  
13 vehicle as shown by a participating Louisiana recreational products or specialty  
14 vehicle dealer whose area of responsibility includes the location of the show.

15 \* \* \*

16 D. Notwithstanding any provision of law to the contrary, no recreational  
17 vehicle dealer, specialty vehicle dealer, distributor, manufacturer, or converter shall  
18 participate in any regional recreational product or specialty vehicle show where its  
19 product line of recreational vehicles or specialty vehicles is represented by a  
20 recreational products or specialty vehicle dealer whose area of responsibility  
21 includes the location of the show, whether or not that recreational products or  
22 specialty vehicle dealer participates in the show.

23 \* \* \*

24 §1257. Establishment of new motor vehicle dealerships or relocations; protests;  
25 procedure

26 A. \* \* \*

27 (2) The reopening or replacement of a motor vehicle dealership in a location  
28 where the same line makes, models, or classifications has been sold by a licensed



1 motor vehicle dealer within the previous two years shall not be considered an  
2 additional motor vehicle dealer under Paragraph (1) of this Subsection.

3 B.(1) Whenever the commission receives an application for a motor vehicle  
4 dealer's license which would relocate an existing motor vehicle dealership, including  
5 the transfer of a franchise and relocation to an existing motor vehicle dealership, it  
6 shall first notify the existing licensed motor vehicle dealership or dealerships selling  
7 the same line makes, models, or classifications within the community or territory in  
8 which the applicant proposes to conduct business. The existing same line makes,  
9 models, or classifications motor vehicle dealership or dealerships shall have the right  
10 to object to the granting of the license only if the proposed relocation is within a  
11 radius of five miles of its facility. However, without regard to distance, whenever the  
12 commission receives an application for the relocation of a motor vehicle dealership  
13 which would add an additional franchise to an existing same line makes, models, or  
14 classifications in motor vehicle dealership's community or territory, the affected  
15 motor vehicle dealership shall have the right to object.

16 (2) Whenever the commission receives a protest pursuant to the provisions  
17 of Paragraph (1) of this Subsection, the applicant and the manufacturer or distributor  
18 shall show, by a preponderance of the evidence, that the existing same line makes,  
19 models, or classifications motor vehicle dealership or dealerships will not be  
20 substantially harmed by locating the motor vehicle dealership within the five-mile  
21 area. Notwithstanding the provisions of R.S. 32:1251 to the contrary, the commission  
22 shall consider the financial impact on both the applicant and the existing motor  
23 vehicle dealership or dealerships.

24 C. The objection shall be in writing, and shall be received by the commission  
25 within a fifteen-day period after receipt of the notice. The fifteen-day objection  
26 period shall be waived upon written notification to the commission from all  
27 licensees, who are entitled to object, that the licensees have no objections to the  
28 proposed change or addition for which the notice of intent was issued. If timely  
29 objection is lodged, and prior to the issuance of the license, the commission shall

1 hold a hearing within thirty days after receipt of the objection, or forty-five days after  
 2 the request is made for the three-member panel, and issue its decision within ninety  
 3 days after date of the hearing. Notice of hearing, and an opportunity to participate  
 4 therein, shall be given to the manufacturer or distributor, to the applicant for the  
 5 license as a motor vehicle dealer, and to the protesting motor vehicle dealership or  
 6 dealerships. The absence of a timely protest shall not prevent the commission from  
 7 considering the effect of the issuance of a license on other motor vehicle dealerships,  
 8 located either within or outside the community or territory as part of its  
 9 determination of whether or not the license sought should be issued.

10 D.(1) Whenever the commission receives a protest pursuant to the provisions  
 11 of this Section, the commission shall consider the following in determining whether  
 12 there is good cause to issue a license:

13 (a) Whether the community or territory can support an additional motor  
 14 vehicle dealership.

15 (b) Notwithstanding the provisions of R.S. 32:1251 to the contrary, the  
 16 financial impact on both the applicant and the existing motor vehicle dealership or  
 17 dealerships.

18 (c) Whether the existing motor vehicle dealerships of the same line makes,  
 19 models, or classifications in the motor vehicle dealership's community or territory  
 20 are providing adequate representation and convenient consumer care for the motor  
 21 vehicles of the same line makes, models, or classifications located within that area.

22 \* \* \*

23 §1258. Denial, revocation, grounds, imposition of a civil penalty, or suspension of  
 24 license; grounds; expiration

25 A. The commission may, in addition to imposing a civil penalty pursuant to  
 26 the provisions of this Chapter, deny an application for a license or revoke or suspend  
 27 a license after it has been granted for any of the following reasons:

28 \* \* \*

1 (10) Whenever a marine dealer intentionally removes marine engines from  
2 a boat package for the purpose of selling those engines separately in violation of a  
3 full-line marine engine dealer's area of responsibility, except that which may be done  
4 by a full-line marine dealer of that particular engine as it may be permitted under his  
5 full-line franchise agreement.

6 \* \* \*

7 E. All licenses shall be granted or refused within thirty days after application  
8 therefor, and shall expire as provided in this Chapter, unless sooner revoked or  
9 suspended, except that where a complaint of unfair cancellation of a motor vehicle,  
10 specialty vehicle, or recreational products dealer franchise is in process of being  
11 heard, no replacement application for such franchise shall be considered until a  
12 decision is rendered by the commission.

13 \* \* \*

14 §1260. Penalties; other relief

15 \* \* \*

16 F. In addition to the penalties provided for pursuant to this Chapter, the  
17 commission shall have the authority, after compliance with the procedures set forth  
18 in this Chapter, to order restitution.

19 G. Upon the failure of any person to comply with any order of the  
20 commission issued as a result of a violation of ~~this Chapter~~ Chapter 6 and Chapter  
21 6-B of this Title and Chapter 10-B of Title 6, or a rule or regulation adopted by the  
22 commission, the commission is authorized to file civil proceedings to enforce its  
23 order in the Twenty-Fourth Judicial District Court for the parish of Jefferson by rule  
24 to show cause conducted pursuant to the relevant provisions of the Louisiana Code  
25 of Civil Procedure. The commission shall be entitled to recover from such party all  
26 costs of the proceeding, including but not limited to court costs, discovery costs, and  
27 reasonable attorney fees incurred by the commission in enforcing its order.

28 H. Upon the failure of any person to comply with any order of the  
29 commission issued as a result of a violation of Chapter 6-A or Part II-B of Chapter

1        21 of Title 37, the commission is authorized to file civil proceedings to enforce its  
 2        order in the Nineteenth Judicial District Court for the parish of East Baton Rouge by  
 3        rule to show cause conducted pursuant to the relevant provisions of the Louisiana  
 4        Code of Civil Procedure. The commission shall be entitled to recover from the party  
 5        all costs of the proceeding, including but not limited to court costs, discovery costs,  
 6        and reasonable attorney fees incurred by the commission in enforcing its order.

7        §1261. Unauthorized acts

8                A. It shall be a violation of this Chapter:

9                        (1) For a manufacturer, a distributor, a wholesaler, distributor branch, factory  
 10        branch, converter or officer, agent, or other representative thereof:

11                        (a) To induce or coerce, or attempt to induce or coerce, any licensee:

12    \*        \*        \*

13                        (v) To enter into a franchise with a licensee or during the franchise term, use  
 14        any written instrument, agreement, release, assignment, novation, estoppel, or  
 15        waiver, to attempt to nullify or modify any provision of this Chapter, or to require  
 16        any controversy between a vehicle dealer and a manufacturer to be referred to any  
 17        person or entity other than the commission, or duly constituted courts of this state or  
 18        the United States, if such referral would be binding upon the vehicle dealer. Such  
 19        instruments are null and void, unless done in connection with a settlement agreement  
 20        to resolve a matter pending a commission hearing or pending litigation.

21    \*        \*        \*

22                        (viii) To adhere to performance standards that are not applied uniformly to  
 23        other similarly situated motor vehicle ~~dealers~~ or specialty dealers. Any ~~such~~  
 24        performance standards shall be fair, reasonable, equitable, and based on accurate  
 25        information. If motor vehicle or specialty vehicle dealership performance standards  
 26        are based on a survey, the manufacturer, converter, distributor, wholesaler,  
 27        distributor branch, or factory branch shall establish the objectivity of the survey  
 28        process and provide this information to any motor vehicle ~~dealer~~ or specialty vehicle  
 29        dealer of the same line make covered by the survey request. Each response to a

1 survey used by a manufacturer in preparing an evaluation or performance-rating of  
 2 a motor vehicle or specialty vehicle dealer shall be made available to that motor  
 3 vehicle or specialty vehicle dealer, or it cannot be used by the manufacturer.  
 4 However, if a customer requests that the manufacturer or distributor not disclose the  
 5 consumer's identity to the motor vehicle or specialty vehicle dealer, the manufacturer  
 6 may withhold the consumer's identity in providing the survey response to the motor  
 7 vehicle or specialty vehicle dealer, and the manufacturer may use the response. Any  
 8 survey used must have the following characteristics:

9 \* \* \*

10 (ix) To release, convey, or otherwise provide customer information, if to do  
 11 so is unlawful or if the customer objects in writing. This does not include  
 12 information that is necessary for the manufacturer to meet its obligations to the  
 13 vehicle dealer or consumers in regard to contractual responsibilities, vehicle recalls,  
 14 or other requirements imposed by state or federal law. The manufacturer is further  
 15 prohibited from providing any consumer information received from the vehicle  
 16 dealer to any unaffiliated third party.

17 \* \* \*

18 (b) To refuse to deliver to any licensee having a franchise or contractual  
 19 arrangement for the retail sale of vehicles sold or distributed by ~~such~~ the  
 20 manufacturer, distributor, wholesaler, distributor branch or factory branch, any motor  
 21 vehicle, publicly advertised for immediate delivery, within sixty days after ~~such~~ the  
 22 vehicle dealer's order shall have been received.

23 (c) To threaten to cancel any franchise or any contractual agreement existing  
 24 between ~~such~~ the manufacturer, distributor, wholesaler, distributor branch or factory  
 25 branch and ~~said~~ the vehicle dealer for any reason including but not limited to failure  
 26 to meet performance standards.

27 (d) To unfairly, without just cause and due regard to the equities of ~~such~~ the  
 28 vehicle dealer, cancel the franchise of any licensee. Failure to meet performance  
 29 standards based on a survey of sales penetration in a regional, national, territorial,

1 or other geographic area shall not be the sole cause for cancellation of a franchise.  
 2 The nonrenewal of a franchise or selling agreement with ~~such~~ the vehicle dealer or  
 3 his successor without just provocation or cause, or the refusal to approve a qualified  
 4 transferee or qualified successor to the dealer-operator as provided for in the  
 5 franchise or selling agreement, or solely for failure to meet performance standards  
 6 based on a survey of sales penetration in a regional, national, territorial, or other  
 7 geographic area, shall be deemed an evasion of this Paragraph and shall constitute  
 8 an unfair cancellation, regardless of the terms or provisions of ~~such~~ the franchise or  
 9 selling agreement. However, at least ninety-days notice shall be given to the vehicle  
 10 dealer of any cancellation or nonrenewal of a franchise except for a cancellation  
 11 arising out of the financial default of the motor vehicle dealer or fraudulent activity  
 12 of the vehicle dealer principal which results in the conviction of a crime punishable  
 13 by imprisonment. The provisions of this Subsection relating to performance  
 14 standards shall not apply to recreational products dealers.

15 (e) To refuse to extend to a licensee the privilege of determining the mode  
 16 or manner of available transportation facility that ~~such~~ the vehicle dealer desires to  
 17 be used or employed in making deliveries of vehicles to him or it.

18 \* \* \*

19 (h) To ship or sell motor vehicles, specialty vehicles, or recreational products  
 20 to a licensee prior to the licensee having been granted a license by the commission  
 21 to sell ~~such~~ the vehicles.

22 (i) To unreasonably withhold consent to the sale, transfer, or exchange of the  
 23 franchise to a qualified transferee capable of being licensed as a vehicle dealer in this  
 24 state, provided the transferee meets the criteria generally applied by the manufacturer  
 25 in approving new vehicle dealers and agrees to be bound by all the terms and  
 26 conditions of the standard franchises.

27 \* \* \*

28 (k)(i) To sell or offer to sell a new or unused motor vehicle directly to a  
 29 consumer except when any one of the following conditions is met:

1 \* \* \*

2 (cc) Operating in a bona fide relationship in which a person independent of  
3 a manufacturer has made a significant investment subject to loss in the vehicle  
4 dealership, and can reasonably expect to acquire full ownership of ~~such~~ the motor  
5 vehicle dealership on reasonable terms and conditions.

6 \* \* \*

7 (l)(i) To condition the renewal or extension of a franchise on a vehicle  
8 dealer's substantial renovation of a facility or premises, if the renovation would be  
9 unreasonable under the circumstances.

10 (ii) To require, coerce, or attempt to coerce a vehicle dealer or successor  
11 vehicle dealer to construct or substantially alter a facility or premises, if the  
12 construction or alteration would be unreasonable under the circumstances.

13 (iii) To require, coerce, or attempt to coerce a vehicle dealer or successor  
14 vehicle dealer to construct or substantially alter a facility or premises, if the same  
15 area of the facility or premises has been constructed or substantially altered within  
16 the last ten years and the construction or alteration was required and approved by the  
17 manufacturer as a part of a facility upgrade program, standard, or policy. The  
18 provisions of this Subparagraph shall not apply to any construction, alteration, or  
19 improvement made to comply with any state or federal health or safety law, a  
20 manufacturer's or distributor's health or safety requirement, or to accommodate the  
21 technology requirements necessary to sell or to service a motor vehicle. For the  
22 purposes of this Subparagraph, "substantially alter" means to perform an alteration  
23 that substantially impacts the architectural features, characteristics, or integrity of a  
24 structure or lot. The term shall not include routine maintenance reasonably necessary  
25 to maintain a dealership in attractive condition or any item directly protected by  
26 federal intellectual property rights of the manufacturer.

27 (aa) If a facility upgrade program, standard, or policy under which the  
28 vehicle dealer completed a facility construction or substantial alteration does not  
29 contain a specific time period during which the manufacturer or distributor shall

1 provide payments or benefits to a participating vehicle dealer, the manufacturer or  
2 distributor shall not deny the participating vehicle dealer any payment or benefit  
3 under the terms of the program, standard, or policy as it existed when the vehicle  
4 dealer began to perform under the program, standard, or policy for the balance of the  
5 ten-year period, regardless of whether the manufacturer's or distributor's program,  
6 standard, or policy has been changed or canceled, unless the manufacturer and  
7 vehicle dealer agree, in writing, to the change in payment or benefit.

8 (bb) As part of any facility upgrade program, standard, or policy, the  
9 manufacturer or distributor shall agree, in writing, to supply the vehicle dealer with  
10 an adequate supply and marketable model mix of motor vehicles to meet the sales  
11 levels necessary to support the increased overhead incurred by the vehicle dealer by  
12 reason of the facility construction or substantial alteration.

13 (iv) To require, coerce, or attempt to coerce a vehicle dealer to purchase  
14 facility construction or maintenance goods or services for items not trademarked or  
15 otherwise directly protected by federal intellectual property rights of the  
16 manufacturer from a vendor that is selected, identified, or designated by a  
17 manufacturer, distributor, affiliate, or captive finance source when the vehicle dealer  
18 may obtain facility construction or maintenance goods or services for items not  
19 trademarked or otherwise directly protected by federal intellectual property rights of  
20 the manufacturer of the same quality, material, and design from a vendor selected by  
21 the vehicle dealer, provided the vehicle dealer obtains prior approval from the  
22 manufacturer, distributor, or affiliate, for the use of the vehicle dealer's selected  
23 vendor. The approval by the manufacturer, distributor, or affiliate shall not be  
24 unreasonably withheld.

25 (aa) If the manufacturer, distributor, or affiliate does not approve the vendor  
26 chosen by the vehicle dealer and claims the vendor cannot supply facility  
27 construction or maintenance goods or services for items not trademarked or  
28 otherwise directly protected by federal intellectual property rights of the



1 manufacturer that are the same quality, material, and design, the vehicle dealer may  
2 file a protest with the commission.

3 (bb) If a protest is filed, the commission shall promptly inform the  
4 manufacturer, distributor, affiliate, or captive finance source that a protest has been  
5 filed. The commission shall conduct a hearing on the merits of the protest within  
6 ninety days following the filing of a response to the protest. The manufacturer,  
7 distributor, or affiliate shall bear the burden of proving that the facility construction  
8 or maintenance goods or services for items not trademarked or otherwise directly  
9 protected by federal intellectual property rights of the manufacturer chosen by the  
10 vehicle dealer are not of the same quality, material, or design to those required by the  
11 manufacturer, distributor, or affiliate.

12 (cc) For the purposes of this Subparagraph, "goods" shall include signs or  
13 sign components to be purchased or leased by the vehicle dealer that are not  
14 trademarked or otherwise directly protected by the federal intellectual property rights  
15 of the manufacturer or distributor. The term shall not include moveable displays,  
16 brochures, and promotional materials containing material subject to the intellectual  
17 property rights of a manufacturer or distributor, special tools as reasonably required  
18 by the manufacturer, or parts to be used in repairs under warranty or recall  
19 obligations of a manufacturer or distributor.

20 (m) To fail to compensate its vehicle dealers for the work and services they  
21 are required to perform in connection with the vehicle dealer's delivery and  
22 preparation obligations according to the terms of compensation. The commission  
23 shall find the compensation to be reasonable or the manufacturer shall remedy any  
24 deficiencies.

25 \* \* \*

26 (p) To unreasonably discriminate among competing, similarly situated,  
27 same-line make vehicle dealers in the sales of vehicles, in the availability of such  
28 vehicles, in the terms of incentive programs or sales promotion plans, or in other  
29 similar programs.

1 (q) To terminate, cancel, or refuse to continue any franchise agreement based  
2 upon the fact that the motor vehicle dealer owns, has an investment in, participates  
3 in the management, or holds a franchise agreement for the sale or service of another  
4 make or line of new motor vehicles at a different vehicle dealership location, or  
5 intends to or has established another make or line of new motor vehicles in the same  
6 vehicle dealership facilities of the manufacturer or distributor.

7 \* \* \*

8 (t)

9 \* \* \*

10 (ii) The manufacturer may authorize a fleet owner to perform warranty  
11 repairs if the manufacturer determines that the fleet owner has the same basic level  
12 of requirements for special tools, technician certification, and training that are  
13 required of a franchise vehicle dealer but only those as determined by the  
14 manufacturer, in its sole discretion, that are necessary to perform the specified  
15 limited type of warranty repairs on the makes and models of motor vehicles for  
16 which the fleet owner is authorized to perform warranty repairs.

17 (iii) A manufacturer who authorizes a fleet owner to perform warranty  
18 repairs shall give notification of the authorization to the vehicle dealer located in the  
19 same area of responsibility where the fleet owner intends to perform the authorized  
20 warranty repairs.

21 \* \* \*

22 (u) To make a change in the area of responsibility described in the franchise  
23 agreement or sales and service agreement of a vehicle dealer, without the franchisor,  
24 converter, or manufacturer giving ~~said~~ the vehicle dealer and the commission no less  
25 than sixty days prior written notice by certified or registered mail.

26 (v) To attempt to induce or coerce, or to induce or coerce, any motor vehicle  
27 dealer to enter into any agreement with such manufacturer, distributor, wholesaler,  
28 distributor branch or factory branch or representative thereof, or to do any other act  
29 unfair to ~~said~~ the dealer.

1           (w)(i) To coerce or attempt to coerce any retail motor vehicle dealer or  
2 prospective retail motor vehicle dealer to offer to sell or sell any extended service  
3 contract or extended maintenance plan or gap product offered, sold, backed by, or  
4 sponsored by the manufacturer or distributor or affiliate or sell, assign, or transfer  
5 any retail installment sales contract or lease obtained by the motor vehicle dealer in  
6 connection with the sale or lease by him of motor vehicles manufactured or sold by  
7 the manufacturer or distributor, to a specified finance company or class of finance  
8 companies, leasing company or class of leasing companies, or to any other specified  
9 persons by any of the following:

10                                   \*       \*       \*

11           (y) To disqualify a manufacturer's sales or service satisfaction survey that  
12 pertains to a vehicle dealership employee's personal motor vehicle or specialty  
13 vehicle solely because it was mailed or communicated electronically from a  
14 dealership.

15           (2) For a motor vehicle dealer, specialty vehicle dealer, recreational product  
16 dealer, used motor vehicle ~~dealer~~ facility, or a motor vehicle salesman:

17                                   \*       \*       \*

18           (b) To represent and sell as a new vehicle any vehicle, the legal title of which  
19 has been transferred by a ~~manufacturer, distributor, or~~ vehicle dealer to an ultimate  
20 purchaser.

21                                   \*       \*       \*

22           (f) To deliver to a prospective purchaser a new or a used vehicle on a sale  
23 conditioned on financing, i.e., a spot delivery, except on the following terms and  
24 conditions which shall be in writing and shall be a part of the conditional sales  
25 contract or other written notification signed by the purchaser:

26                                   \*       \*       \*

27           (ii) That the vehicle being offered for trade-in by the purchaser shall not be  
28 sold by the vehicle dealer until the conditional sale is complete.

29                                   \*       \*       \*

1 (iv) That if the conditional sale is not completed, the vehicle dealer shall  
2 immediately refund to the purchaser upon return of the vehicle all sums placed with  
3 the vehicle dealership as a deposit or any other purpose associated with the attempted  
4 sale of the vehicle.

5 (v) That the prospective purchaser shall return the vehicle to the vehicle  
6 dealership within forty-eight hours of notification by the vehicle dealer that the  
7 conditional sale will not be completed. If the prospective purchaser does not return  
8 the vehicle to the vehicle dealership within forty-eight hours of notification by the  
9 vehicle dealer, an authorized agent of the vehicle dealer shall have the right to  
10 recover the vehicle without the necessity of judicial process, provided that such  
11 recovery can be accomplished without unauthorized entry into a closed dwelling,  
12 whether locked or unlocked and without a breach of peace.

13 \* \* \*

14 (i) When selling a vehicle to a consumer, to assess any consumer services  
15 fees, which shall include fees for treating the interior upholstery of the vehicle, oil  
16 changes, roadside assistance, vehicle dealer inspections, or any other service offered  
17 by the vehicle dealer, without allowing the buyer to refuse such services and be  
18 exempt from payment for such services. The provisions of this Subparagraph shall  
19 not apply to vehicle dealer-added options or accessories which are permanently  
20 affixed to the vehicle.

21 \* \* \*

22 (k)(i) To fail to disclose to a purchaser in writing on the sales contract,  
23 buyer's order, or any other document that the vehicle dealer may be participating in  
24 finance charges associated with the sale.

25 \* \* \*

26 (3) For a motor vehicle or recreational product lessor or motor vehicle lessor  
27 agent:

28 \* \* \*

1 (e) To pay a fee to any person in return for the solicitation, procurement, or  
 2 production by that person of prospective lessees of vehicles, unless the person  
 3 receiving the fee is a lease facilitator who holds a valid license as provided by this  
 4 Chapter and a valid appointment from the motor vehicle lessor as provided by R.S.  
 5 32:1266(B)(1). The fees prohibited by this Subparagraph shall not include amounts  
 6 paid to a vehicle dealer as part of the consideration for the sale or assignment of a  
 7 lease or leased vehicle or other amounts paid to the vehicle dealer who transfers the  
 8 title on the vehicle or assigns the lease contract to the motor vehicle lessor.

9 \* \* \*

10 (g) When leasing a vehicle to a consumer, to assess any consumer services  
 11 fees, which shall include fees for treating the interior upholstery of the vehicle, oil  
 12 changes, roadside assistance, vehicle dealer inspections, or any other service offered  
 13 by the motor vehicle lessor, without allowing the consumer to refuse such services  
 14 and be exempt from payment for such services. The provisions of this Subparagraph  
 15 shall not apply to motor vehicle lessor-added options or accessories which are  
 16 permanently affixed to the vehicle.

17 (4) For a lease facilitator:

18 \* \* \*

19 (c) To accept a fee from a vehicle dealer or consumer.

20 \* \* \*

21 (5) For a broker:

22 \* \* \*

23 (c) To be paid a fee by a vehicle dealer.

24 \* \* \*

25 (f) To fail to execute a written brokering agreement and provide a completed  
 26 copy to both of the following:

27 \* \* \*

1 (ii) The selling vehicle dealer. The completed copy shall be provided prior  
2 to the selling vehicle dealer's entering into a purchase agreement with the consumer  
3 at the time of delivery.

4 \* \* \*

5 (h) To fail to refund any purchase money, including purchase deposits, upon  
6 demand by a consumer at any time prior to the consumer's signing a vehicle purchase  
7 agreement with a selling vehicle dealer of the vehicle described in the brokering  
8 agreement.

9 (i) To fail to cancel a brokering agreement and refund, upon demand, any  
10 money paid by a consumer, including any brokerage fee, under any of the following  
11 circumstances:

12 \* \* \*

13 (iii) When the brokering agreement expires prior to the customer's being  
14 presented with a purchase agreement from a selling vehicle dealer arranged through  
15 the brokering vehicle dealer that contains a purchase price at or below the price listed  
16 in the brokering agreement.

17 \* \* \*

18 B. The provisions of this Section shall not apply to a marine dealer,  
19 manufacturer, distributor, wholesaler, distributor branch, factory branch, or convertor  
20 of marine products, motorcycles or all-terrain vehicles, or recreational vehicles, or  
21 any officer, agent, or other representative thereof.

22 §1261.1. Indemnification of franchised dealers

23 A. Notwithstanding the terms of any franchise agreement, each manufacturer  
24 or converter shall indemnify and hold harmless its franchised motor vehicle dealers  
25 against any judgment for damages, including but not limited to court costs and  
26 reasonable attorney fees of the motor vehicle dealer, arising out of complaints,  
27 claims, or lawsuits including but not limited to strict liability, negligence,  
28 misrepresentation, express or implied warranty, or rescission of sale to the extent that  
29 the judgment arises out of alleged defective or negligent manufacture, assembly, or

1 design of motor vehicles, speciality vehicle, recreational product, parts, or  
2 accessories, or other functions by the manufacturer of converter, which are beyond  
3 the control of the motor vehicle dealer.

4 \* \* \*

5 §1261.2. Payment to motor vehicle dealers; penalties

6 It shall be a violation of this Chapter for a motor vehicle manufacturer,  
7 distributor, wholesaler, distributor branch, factory branch, officer, agent or other  
8 representative thereof, to fail to pay a motor vehicle dealer all monies due the motor  
9 vehicle dealer, except manufacturer hold-back amounts, within thirty days of the date  
10 of completion of the transactions or submissions of the claims giving rise to the  
11 payments to the motor vehicle dealers. Failure to make payments shall subject the  
12 manufacturer, distributor, wholesaler, distribution branch, factory branch, officer,  
13 agent, or other representative thereof, to a penalty of the one and one-half percent  
14 interest per month, or fraction thereof, until sums due the motor vehicle dealer are  
15 fully paid.

16 §1262. Warranty; compensation; audits of dealer records

17 A.

18 \* \* \*

19 (2) It shall be a violation of this Chapter for a manufacturer, a distributor, a  
20 wholesaler, distributor branch, or factory branch to fail to adequately and fairly  
21 compensate its motor vehicle dealers for labor, parts, and other expenses incurred by  
22 ~~such~~ the motor vehicle dealer to perform warranty work and the delivery and  
23 preparation obligations imposed on the motor vehicle dealer by a manufacturer,  
24 distributor, wholesaler, factory branch, or distributor branch.

25 (3) In no event shall any manufacturer, distributor, wholesaler, factory  
26 branch, or distributor branch pay a motor vehicle dealer for warranty work less than  
27 the rates charged by the motor vehicle dealer to the retail customer of the motor  
28 vehicle dealer for non-warranty qualifying repairs. Time allowances for the  
29 performance of warranty work shall be reasonable and adequate in relation to the

1 nature and scope of the work for a qualified technician of ordinary skill to perform  
2 the work.

3 (4)(a) Subject to the provisions of Subparagraph (b) of this Paragraph, the  
4 parts mark-up or labor rate customarily charged by the motor vehicle dealer may be  
5 established or modified at the election of the motor vehicle dealer by formally  
6 submitting in writing, to the representative or pre-designated representative of the  
7 manufacturer, distributor, wholesaler, factory branch, or distributor branch, by  
8 electronic transmission or tangible delivery, either of the following:

9 \* \* \*

10 (b) A motor vehicle dealer submitting repair orders pursuant to  
11 Subparagraph (a) of this Paragraph shall submit the option that produces the fewer  
12 number of repair orders, which includes repairs made no more than one hundred  
13 eighty days before the submission.

14 (5) The motor vehicle dealer shall calculate the labor rate by determining the  
15 total charges for labor from the qualifying repairs submitted and dividing that  
16 amount by the total number of hours that produced the total charges. The motor  
17 vehicle dealer shall calculate the parts mark-up by determining the total charges for  
18 parts from the qualifying repairs submitted, dividing that amount by the total cost of  
19 the purchase of such parts, subtracting one from that amount, and multiplying by one  
20 hundred to produce a percentage.

21 (6) A motor vehicle dealer seeking to establish or modify the warranty labor  
22 rate or parts mark-up shall submit to the manufacturer, distributor, wholesaler,  
23 factory branch, or distributor branch either of the following:

24 \* \* \*

25 (7) A motor vehicle dealer may not submit to establish or modify its parts  
26 mark-up, labor rate, or both, more than once in a twelve-month period.

27 (8) In calculating the labor rate or parts mark-up, the following shall not be  
28 included:

29 \* \* \*



1 (c) Repairs of vehicles owned by the motor vehicle dealer or an employee.

2 \* \* \*

3 (9)

4 \* \* \*

5 (b) If the manufacturer, distributor, wholesaler, factory branch, or distributor  
6 branch determines from any set of qualifying repair orders submitted by the motor  
7 vehicle dealer that the parts mark-up, labor rate, or both, calculated in accordance  
8 with the provisions of this Subsection, is substantially higher or lower than the rate  
9 currently on record with the manufacturer, distributor, wholesaler, factory branch,  
10 or distributor branch for labor, parts, or if applicable, both, the manufacturer,  
11 distributor, wholesaler, factory branch, or distributor branch may request in writing,  
12 within forty-five days of receipt of the submitted parts mark-up or labor rate,  
13 additional repair orders for a period of either thirty days prior to or thirty days  
14 subsequent to the time for which the repair orders were submitted for purposes of  
15 establishing or modifying a rate. The manufacturer, distributor, wholesaler, factory  
16 branch, or distributor branch shall have forty-five days from receiving the additional  
17 repair orders to rebut the presumption in accordance with the provisions of this  
18 Paragraph, provided that any rebuttal utilizing the additional repair orders shall  
19 conform to the requirements of Paragraphs (4), (5), and (8) of this Subsection.

20 (c) The manufacturer, distributor, wholesaler, factory branch, or distributor  
21 branch may rebut the presumption by doing all of the following:

22 \* \* \*

23 (iv) Producing a proposed adjusted parts mark-up, labor rate, or if applicable,  
24 both, based upon the qualified repair orders submitted by the motor vehicle dealer.

25 (10) Subject to the provisions of Paragraph (9) of this Subsection, the  
26 manufacturer, distributor, wholesaler, factory branch, or distributor branch shall not  
27 submit more than one rebuttal to the motor vehicle dealer and shall not add to,  
28 expand, supplement, or otherwise modify any element, including but not limited to  
29 any grounds for contesting the parts mark-up or labor rate, except upon the discovery

1 of relevant information that was not known or could not have been known at the time  
2 of issuing the rebuttal.

3 (11) If the motor vehicle dealer and the manufacturer, distributor,  
4 wholesaler, factory branch, or distributor branch do not agree on the parts mark-up  
5 or labor rate, the motor vehicle dealer may file a protest with the Louisiana Motor  
6 Vehicle Commission within sixty days of receiving the manufacturer's rejection and  
7 proposal. The commission shall notify the manufacturer, distributor, wholesaler,  
8 factory branch, or distributor branch and schedule a hearing. The manufacturer,  
9 distributor, wholesaler, factory branch, or distributor branch shall have the burden  
10 of proving by a preponderance of the evidence that the motor vehicle dealer's  
11 submitted parts mark-up or labor rate was materially inaccurate as described in  
12 Paragraph (9) of this Subsection. If the Louisiana Motor Vehicle Commission  
13 decides in favor of the motor vehicle dealer, any increase in the motor vehicle  
14 dealer's parts mark-up or labor rate shall be effective, retroactively, forty-five days  
15 following the manufacturer, distributor, wholesaler, factory branch, or distributor  
16 branch's receipt of the original submission.

17 (12) If a manufacturer, distributor, wholesaler, factory branch, or distributor  
18 branch furnishes a part to a motor vehicle dealer, at either no cost or a reduced cost,  
19 to use in performing warranty work, the manufacturer, distributor, wholesaler,  
20 factory branch, or distributor branch shall compensate the motor vehicle dealer for  
21 the part in the same manner as warranty parts compensation under this Section by  
22 compensating the motor vehicle dealer on the basis of the motor vehicle dealer's  
23 mark-up on the cost for the part as listed in the manufacturer, distributor, wholesaler,  
24 factory branch, or distributor branch's price schedule, minus the cost for the part.

25 (13) A manufacturer, distributor, wholesaler, factory branch, or distributor  
26 branch may not require a motor vehicle dealer to establish the parts mark-up or labor  
27 rate customarily charged by the motor vehicle dealer for parts or labor by an undue  
28 burdensome or time-consuming method or by requiring information that is undue

1 burdensome or time-consuming to provide, including but not limited to part-by-part  
2 or transaction-by-transaction calculations.

3 (14) All claims made by the motor vehicle dealer for compensation under  
4 this Subsection shall be paid within thirty days after approval and shall be approved  
5 or disapproved within thirty days after receipt. When any claim is disapproved, the  
6 motor vehicle dealer shall be notified in writing of the grounds for disapproval.

7 \* \* \*

8 B.(1) Notwithstanding the terms of any franchise agreement, warranty, and  
9 sales incentive, audits of motor vehicle dealer records may be conducted by the  
10 manufacturer, distributor, distributor branch, or factory branch. Any audit for  
11 warranty parts or service compensation shall be for the twelve-month period  
12 immediately following the date of the payment of the claim by the manufacturer or  
13 distributor. However, a motor vehicle dealer shall not be held liable by virtue of an  
14 audit for failure to retain parts for a period in excess of six months. Any audit for  
15 sales incentives, service incentives, rebates, or other forms of incentive  
16 compensation shall only be for the twelve-month period immediately following the  
17 date of the final payment to the motor vehicle dealer under a promotion, event,  
18 program, or activity. In no event shall the manufacturer, distributor, distributor  
19 branch, or factory branch fail to allow the motor vehicle dealer to make corrections  
20 to the sales data in less than one hundred twenty days from the program period.  
21 Additionally, no penalty other than amounts advanced on a vehicle reported  
22 incorrectly shall be due in connection with the audit. With respect to vehicles sold  
23 during the time period subject to the audit, but submitted incorrectly to the  
24 manufacturer, distributor, or wholesale distributor branch or factory branch, the  
25 motor vehicle dealer shall be charged back for the amount reported incorrectly and  
26 credited with the amount due, if anything, on the actual sale date.

27 (2) No claim which has been approved and paid may be charged back to the  
28 motor vehicle dealer unless it can be shown that one or all of the following applies:

29 \* \* \*

1 (d) The motor vehicle dealer failed to reasonably substantiate the repair in  
2 accordance with reasonable written requirements of the manufacturer or distributor,  
3 if the motor vehicle dealer was notified of the requirements prior to the time the  
4 claim arose and if the requirements were in effect at the time the claim arose.

5 (3) A manufacturer or distributor shall not deny a claim solely based on a  
6 motor vehicle dealer's incidental failure to comply with a specific claim processing  
7 requirement, or a clerical error, or other administrative technicality.

8 (4)(a) A motor vehicle dealer shall not be charged back on a claim when a  
9 motor vehicle dealer performs a repair covered by the manufacturer's or distributor's  
10 warranty, and the motor vehicle dealer reasonably demonstrates that the repair  
11 resolved the condition which the customer presented for resolution, and the motor  
12 vehicle dealer documents what has been repaired and the process utilized to  
13 accomplish the repair.

14 \* \* \*

15 (6) It shall be deemed an unfair act pursuant to this Chapter to audit a motor  
16 vehicle dealer more frequently than two sales-related and two service-related audits  
17 in a twelve-month period. Nothing in this Subsection shall limit a manufacturer's or  
18 distributor's ability to perform routine claim reviews in the normal course of  
19 business.

20 \* \* \*

21 (8) The motor vehicle dealer shall not be charged back for any rebate paid  
22 to a consumer pursuant to a manufacturer's rebate program, provided the motor  
23 vehicle dealer acted in good faith when relying on the consumer's qualifying  
24 information and otherwise complied with the program guidelines and documentation  
25 requirements. A manufacturer's rebate program shall include but not be limited to a  
26 rebate program that targets college graduates, military personnel, first-time buyers,  
27 owner loyalty, family relationships, and any other similar program.

28 C. The provisions of this Section shall not apply to a motor vehicle dealer,  
29 manufacturer, distributor, wholesaler, distributor branch, or factory branch of marine

1 products, motorcycles or all-terrain vehicles, or recreational vehicles, or any officer,  
2 agent, or other representative thereof.

3 \* \* \*

4 §1264.1. Notice regarding recalls

5 It shall be a violation of this Chapter for a motor vehicle dealer to sell a new  
6 motor vehicle without first supplying a prospective buyer with the following notice:

7 "A new motor vehicle may have been subject to a National Highway Traffic Safety  
8 Administration required recall which would be repaired in accordance with  
9 manufacturer standards approved by the National Highway Traffic Safety  
10 Administration. If such a repair is a concern before you purchase, please ask for a  
11 copy of the recall notice, if applicable, to the vehicle being sold." This notice shall  
12 be included on the buyer's order in a box and in bold print which is signed by the  
13 buyer and the seller or his representative next to the box. If the buyer requests the  
14 recall notice, the recall notice shall be included in the sales transaction. If the selling  
15 motor vehicle dealer performed the repair, the documents supporting the repair shall  
16 also be included in the sales transaction.

17 §1264.2. Recall repairs; compensation

18 \* \* \*

19 B.(1)

20 \* \* \*

21 (b) If parts or a remedy are not reasonably available to perform a recall  
22 service or repair on an affected used vehicle held for sale by a motor vehicle dealer  
23 authorized to sell and service new motor vehicles of the same line-make or  
24 authorized to perform recall work on an affected vehicle within forty-five days of the  
25 manufacturer issuing the initial notice of recall, and the manufacturer has issued a  
26 stop sale order or do not drive order on the vehicle, the manufacturer shall  
27 compensate the motor vehicle dealer at a prorated rate of at least one and one-quarter  
28 percent of the value of the vehicle per month.

1 (i) When a stop sale order or do not drive order has been issued and repair  
2 parts or remedy remain unavailable on an affected used vehicle, compensation shall  
3 begin forty-five days after either of the following occurrences:

4 (aa) The date on which the stop sale order or do not drive order was provided  
5 to the motor vehicle dealer, if the affected used vehicle is in the motor vehicle  
6 dealer's inventory at the time the stop sale or do not drive order was issued to the  
7 motor vehicle dealer.

8 (bb) The date on which the motor vehicle dealer takes the affected used  
9 vehicle into the motor vehicle dealer's inventory as a trade-in incident to the  
10 customer's purchase of a new motor vehicle.

11 (ii) Compensation shall cease when one of the following events occurs:

12 \* \* \*

13 (cc) The date the motor vehicle dealer disposes of the affected used vehicle.

14 \* \* \*

15 C.(1) Subject to the audit provisions of R.S. 32:1262, it shall be a violation  
16 of this Section for a manufacturer to reduce the amount of compensation otherwise  
17 owed to an individual new motor vehicle dealer solely because the new motor  
18 vehicle dealer has submitted a claim for reimbursement under this Section. This  
19 prohibition shall include reduction through a chargeback, surcharge, removal of the  
20 individual motor vehicle dealer from an incentive program, or reduction in amount  
21 owed under an incentive program.

22 (2) This Subsection shall not apply to an action by a manufacturer to any  
23 prospective change, modification, cancellation, or elimination of any incentive  
24 program that is applied uniformly among all motor vehicle dealers of the same  
25 line-make in the state.

26 D. Pursuant to the provisions of this Section, all reimbursement claims made  
27 by new motor vehicle dealers for recall remedies or repairs, or for compensation  
28 where no part or repair is reasonably available and the vehicle is subject to a stop  
29 sale order or do not drive order shall be subject to the same limitations and

1 requirements as a warranty reimbursement claim made under R.S. 32:1262.  
2 However, a manufacturer may compensate its franchised motor vehicle dealers under  
3 a national recall compensation program provided the compensation under the  
4 program is equal to or greater than the compensation provided in Paragraph (B)(1)  
5 of this Section or as the manufacturer and motor vehicle dealer otherwise agree.

6 E. A manufacturer may direct the manner and method in which a motor  
7 vehicle dealer shall demonstrate the inventory status of an affected used motor  
8 vehicle to determine eligibility under this Section, provided such manner and method  
9 may not be unduly burdensome and may not require information that is unduly  
10 burdensome to provide.

11 F. Nothing in this Section shall require a manufacturer to provide total  
12 compensation to a motor vehicle dealer that would exceed the total average trade-in  
13 value of an affected used motor vehicle as originally determined in Paragraph (B)(2)  
14 of this Section.

15 G. Any remedy provided to a motor vehicle dealer under this Section is  
16 exclusive and shall not be combined with any other state or federal recall  
17 compensation remedy or other federal law.

18 \* \* \*

19 §1267. Succession; right of first refusal

20 \* \* \*

21 C. The provisions of this Section shall not apply to the succession of any  
22 marine ~~dealer~~, motorcycle or all-terrain vehicle, or recreational vehicle dealer.

23 §1268. Requirements upon termination; penalty; indemnity

24 A.(1) In the event the licensee ceases to engage in the business of being a  
25 motor vehicle, ~~recreational products~~ trailer, or specialty vehicle dealer, or ceases to  
26 sell a particular make of motor vehicle, ~~recreational product~~ trailer, or specialty  
27 vehicle and after notice to the manufacturer, converter, distributor, or representative  
28 by certified mail or commercial delivery service with verification of receipt, within  
29 thirty days of the receipt of the notice by the manufacturer, converter, distributor, or

1 representative, the manufacturer, converter, distributor, or representative shall  
2 repurchase:

3 (a) All new motor vehicles, ~~recreational products trailers~~, and or specialty  
4 vehicles of the current and last prior model year delivered to the licensee and parts  
5 on hand purchased in the ordinary course of business that have not been damaged or  
6 substantially altered to the prejudice of the manufacturer while in the possession of  
7 the licensee. As to ~~recreational products trailer~~ dealers, the repurchase of parts shall  
8 be limited to those listed in the manufacturer's price book. The motor vehicles,  
9 ~~recreational products trailers~~, and specialty vehicles and parts shall be repurchased  
10 at the cost to the licensee which shall include without limitation freight and  
11 advertising costs, less all allowances paid to the motor vehicle, trailer, or specialty  
12 vehicle dealer, except that new automobiles shall be purchased on the schedule as  
13 follows:

14 \* \* \*

15 (ii) Vehicles with 1,001 - 6,000 miles at the cost to the licensee reduced by  
16 the net discount value of each mile in excess of 1,000 miles, where "net discount  
17 value" is determined according to the following formula: cost to the licensee  
18 multiplied by total mileage in excess of 1,000 miles divided by 100,000, and where  
19 "net cost" equals the motor vehicle dealer cost plus any charges by the manufacturer,  
20 distributor, or representative for distribution, delivery, advertising, and taxes, less all  
21 allowances paid to the motor vehicle dealer by the manufacturer, distributor, or  
22 representative for new, unsold, undamaged, and complete motor vehicles.

23 \* \* \*

24 (b) At fair market value, each undamaged sign owned by the motor vehicle,  
25 trailer, or specialty vehicle dealer which bears a trademark or trade name used or  
26 claimed by the manufacturer, converter, distributor, or representative if the sign was  
27 purchased from or purchased at the request of the manufacturer, distributor, or  
28 representative. Fair market value shall be no less than cost of acquisition of the sign  
29 by the motor vehicle, trailer, or specialty vehicle dealer.



1 (c) At fair market value, all special tools and automotive service equipment  
 2 owned by the motor vehicle, trailer, or specialty vehicle dealer which were  
 3 recommended in writing and designated as special tools and equipment and  
 4 purchased in the ordinary course of business from or at the request of the  
 5 manufacturer, converter, distributor, or representative, if the tools and equipment are  
 6 in usable and good condition except for reasonable wear and tear. Fair market value  
 7 shall be no less than cost of acquisition of special tools and automotive service  
 8 equipment by the motor vehicle, trailer, or specialty vehicle dealer.

9 (d) The manufacturer, converter, distributor, or representative shall pay to  
 10 the motor vehicle, trailer, or specialty vehicle dealer the costs of transporting,  
 11 handling, packing, and loading of ~~recreational product~~ trailers, motor and specialty  
 12 vehicles, or parts, signs, tools, and equipment subject to repurchase.

13 (2)(a) After a motor vehicle dealer terminates his franchise, the manufacturer  
 14 or converter shall make required repurchases within thirty days after ~~such~~ the motor  
 15 vehicle dealer has satisfied all of the following conditions:

16 \* \* \*

17 (b) After a specialty vehicle dealer terminates his franchise, the manufacturer  
 18 or converter shall make required repurchases within thirty days after ~~such~~ the  
 19 specialty vehicle dealer has submitted to the manufacturer by certified mail, return  
 20 receipt requested, or commercial delivery service with verification of receipt, a final  
 21 inventory of vehicles and parts on hand.

22 (c) After a ~~recreational products~~ trailer dealer terminates his franchise, the  
 23 manufacturer or converter shall make required repurchases within sixty days after  
 24 such dealer has submitted to the manufacturer by certified mail, return receipt  
 25 requested, or commercial delivery service with verification of receipt, a final  
 26 inventory of vehicles and parts on hand. This Subparagraph shall not apply to the  
 27 repurchase of marine products and related items.

28 B. Failure to make such repurchase without just cause shall subject the  
 29 manufacturer or converter to a penalty of one and one-half percent per month, or

1 fraction thereof, of the inventory value or returnable recreational product, specialty  
2 and motor vehicles, and parts, signs, special tools, and automotive service  
3 equipment, payable to the motor vehicle, trailer, or specialty dealer, as long as the  
4 repurchase is not made.

5 C.(1) Upon the involuntary termination, nonrenewal, or cancellation of any  
6 franchise by the manufacturer or converter, except for termination, nonrenewal, or  
7 cancellation resulting from a felony conviction, notwithstanding the terms of any  
8 franchise, whether entered into before or after the enactment of this Chapter or any  
9 of its provisions, the new motor vehicle or specialty vehicle dealer shall be allowed  
10 fair and reasonable compensation by the manufacturer or converter as agreed by the  
11 parties, or lacking agreement, as determined by the commission, for the motor  
12 vehicle, trailer, or specialty vehicle dealership facilities if the facilities were required  
13 to be purchased or constructed as a precondition to obtaining the franchise or to its  
14 renewal; provided that if such facilities were leased and the lease were required as  
15 a precondition to obtaining the franchise or to its renewal, then the manufacturer or  
16 converter shall be liable for one year's payment of the rent or the remainder of the  
17 term of the lease, whichever is less.

18 \* \* \*

19 (4) The obligation of the manufacturer or converter to purchase a motor  
20 vehicle, trailer, or specialty vehicle dealership facility, pursuant to this Section, is  
21 equally applicable if an entity or person affiliated with the motor vehicle, trailer, or  
22 specialty vehicle dealer is the owner or lessor of the facility.

23 \* \* \*

24 §1270. Establishment of new marine dealerships or relocations; protests; procedure

25 A. Whenever the commission receives an application for a recreational  
26 products dealer's license that would add a new marine dealership, it shall first notify  
27 the existing licensed marine dealership or dealerships selling the same-line makes,  
28 models, or classifications if the new marine dealership's proposed location is within  
29 the existing marine dealer's area of responsibility. Any same-line makes, models, or

1 classifications marine dealership whose area of responsibility includes the location  
2 of the proposed new marine dealership may object to the granting of the license.

3 B. Whenever the commission receives an application for a recreational  
4 products dealer's license which would relocate an existing marine dealership, it shall  
5 first notify the existing licensed marine dealership or dealerships selling the same-  
6 line makes, models, or classifications if the marine dealership's proposed new  
7 location is within the existing marine dealer's area of responsibility. The existing  
8 same-line makes, models, or classifications marine dealership or dealerships shall  
9 have the right to object to the granting of the license only if the proposed relocation  
10 is within a radius of seven miles of its facility. However, without regard to distance,  
11 whenever the commission receives an application for the relocation of a marine  
12 dealership which would add an additional marine dealership to an existing same-line  
13 makes, models, or classifications marine dealership's area of responsibility, the  
14 marine affected dealership shall have the right to object.

15 C. The objection shall be in writing and shall be received by the commission  
16 within a fifteen-day period after receipt of the notice. The fifteen-day objection  
17 period shall be waived upon written notification to the commission from all licensees  
18 entitled to object that the licensees have no objections to the proposed change or  
19 addition for which the notice of intent was issued. If a timely objection is lodged, and  
20 prior to the issuance of the license, the commission shall hold a hearing within thirty  
21 days after receipt of the objection and issue its decision within ninety days after date  
22 of the hearing. Notice of hearing and an opportunity to participate therein shall be  
23 given to the manufacturer or distributor, the applicant for the license as a marine  
24 dealer, and to the protesting marine dealership or dealerships.

25 D. Whenever the commission receives an objection pursuant to the  
26 provisions of Subsection A of this Section, or whenever the commission receives an  
27 objection pursuant to the assignment of the marine dealer's area of principal sales and  
28 service responsibility, the commission shall consider the following and may consider  
29 any other relevant factors in determining whether there is good cause to approve or

1 reject the assignment of the marine dealer's area of principal sales and service  
2 responsibility, or to issue a license:

3 \* \* \*

4 (3) Whether the existing marine dealerships of the same-line makes, models,  
5 or classifications in the marine dealership's area of responsibility are providing  
6 adequate representation, competition, and convenient consumer care for the marine  
7 products of the same-line makes, models, or classifications located within that area.

8 \* \* \*

9 E. In disputes between the marine dealers and manufacturers and distributors  
10 regarding the execution of an agreement that would add a new same-line make  
11 marine dealership or would add the same product line regardless of brand name  
12 within the area of responsibility of an existing marine dealer, the name brand of the  
13 boat determines whether a marine dealer may enter into a franchise for a particular  
14 boat package or boat package line. The marine motor, marine engine, boat trailer, or  
15 any accessory made a part of a boat package shall not be the subject of, or a  
16 consideration in, an area of responsibility dispute for violation involving the boat  
17 package.

18 \* \* \*

19 §1270.1. Unauthorized acts; marine products

20 It shall be a violation of this Part:

21 (1) For a manufacturer, a distributor, a wholesaler, distributor branch, or  
22 factory branch of marine products or any officer, agent, or other representative  
23 thereof:

24 (a) To induce or coerce, or attempt to induce or coerce, any licensee:

25 \* \* \*

26 (iv) To enter into a franchise with a licensee or during the franchise term, use  
27 any written instrument, agreement, release, assignment, novation, estoppel, or  
28 waiver, to attempt to nullify or modify any provision of this Chapter, or to require  
29 any controversy between a marine dealer and a manufacturer to be referred to any

1 person or entity other than the commission, or duly constituted courts of this state or  
2 the United States, if such referral would be binding upon the marine dealer. Such  
3 instruments are null and void, unless done in connection with a settlement agreement  
4 to resolve a matter pending a commission hearing or pending litigation.

5 \* \* \*

6 (vii) To adhere to performance standards that are not applied uniformly to  
7 other similarly situated marine dealers. Any such performance standards shall be fair,  
8 reasonable, equitable, and based on accurate information. If marine dealership  
9 performance standards are based on a survey, the manufacturer, distributor,  
10 wholesaler, distributor branch, or factory branch shall establish the objectivity of the  
11 survey process and provide this information to any marine dealer of the same-line  
12 make covered by the survey request. Each response to a survey used by a  
13 manufacturer in preparing an evaluation or performance-rating of a marine dealer  
14 shall be made available to that marine dealer, or it cannot be used by the  
15 manufacturer. However, if a customer requests that the manufacturer or distributor  
16 not disclose the consumer's identity to the marine dealer, the manufacturer may  
17 withhold the consumer's identity in providing the survey response to the marine  
18 dealer, and the manufacturer may use the response. Any survey used must have the  
19 following characteristics:

20 \* \* \*

21 (d) To unfairly, without just cause and due regard to the equities of the  
22 marine dealer, cancel the franchise of the licensee. The nonrenewal of a franchise  
23 with a marine dealer or his successor without just provocation or cause, or the refusal  
24 to approve a qualified transferee or qualified successor to the dealer-operator as  
25 provided for in the selling agreement, shall be deemed a violation of this  
26 Subparagraph and shall constitute an unfair cancellation, regardless of the terms or  
27 provisions of such franchise. However, at least ninety days notice shall be given to  
28 the marine dealer of a cancellation or nonrenewal of a franchise except for a

1 cancellation arising out of fraudulent activity of the dealer principal which results in  
2 the conviction of a crime punishable by imprisonment.

3 \* \* \*

4 (g) To unreasonably withhold consent to the sale, transfer, or exchange of  
5 the marine dealership to a qualified transferee capable of being licensed as a marine  
6 dealer in this state, provided the transferee meets the criteria generally applied by the  
7 manufacturer in approving new marine dealers and agrees to be bound by all the  
8 terms and conditions of the standard franchises.

9 \* \* \*

10 (l) To unreasonably discriminate among competing, similarly situated, same-  
11 line marine dealers in the sales of the marine products, in the availability of  
12 such marine products, in the terms of incentive programs or sales promotion plans,  
13 or in other similar programs.

14 \* \* \*

15 (n) To make a change in the area of responsibility described in the franchise  
16 or sales and service agreement of a marine dealer, without the manufacturer or  
17 distributor giving the marine dealer and the commission no less than sixty days prior  
18 written notice by certified or registered mail.

19 (2) For a marine dealer, ~~used marine product dealer~~ used facility of a marine  
20 dealer, marine product salesman:

21 \* \* \*

22 (b) To represent and sell as a new marine product any marine product, the  
23 legal title of which has been transferred by a ~~manufacturer, distributor, or~~ marine  
24 dealer to an ultimate purchaser.

25 \* \* \*

26 (f) To deliver to a prospective purchaser a new or a used marine product on  
27 a sale conditioned on financing, i.e., a spot delivery, except on the following terms  
28 and conditions which shall be in writing and shall be a part of the conditional sales  
29 contract or other written notification signed by the purchaser:

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\* \* \*

(iv) That if the conditional sale is not completed, the marine dealer shall immediately refund to the purchaser upon return of the marine product all sums placed with the marine dealership as a deposit or any other purpose associated with the attempted sale of the marine product.

(v) That the prospective purchaser shall return the marine product to the marine dealership within forty-eight hours of notification by the marine dealer that the conditional sale will not be completed. If the prospective purchaser does not return the marine product to the marine dealership within forty-eight hours of notification by the marine dealer, an authorized agent of the marine dealer shall have the right to recover the marine product without the necessity of judicial process, provided that such recovery can be accomplished without unauthorized entry into a closed dwelling, whether locked or unlocked and without a breach of peace.

\* \* \*

(i) When selling a marine product to a consumer, to assess any consumer services fees, which shall include fees for treating the interior upholstery of the marine product, oil changes, roadside assistance, marine dealer inspections, or any other service offered by the marine dealer, without allowing the buyer to refuse such services and be exempt from payment for such services. The provisions of this Subparagraph shall not apply to marine dealer-added options or accessories which are permanently affixed to the marine product.

(3)(a) For any person or other licensee to modify a franchise during the term of the agreement or upon its renewal if the modification substantially and adversely affects the marine dealer's rights, obligations, investment, or return on investment without giving a sixty-day written notice of the proposed modification to the licensee and the commission unless the modifications are required by law, court order, or the commission. Within the sixty-day notice period, the licensee may file with the commission a complaint for a determination whether there is good cause for permitting the proposed modification. The party seeking to modify or replace an

1 agreement shall demonstrate by a preponderance of the evidence that there is good  
2 cause for the modification or replacement. The commission shall schedule a hearing  
3 within sixty days to decide the matter. Multiple complaints pertaining to the same  
4 proposed modifications shall be consolidated for hearing. The proposed modification  
5 may not take effect pending the determination of the matter.

6 \* \* \*

7 §1270.2. Warranty; compensation; audits of marine dealer records

8 A.(1) It shall be a violation of this Chapter for a manufacturer, distributor,  
9 wholesaler, distributor branch, or factory branch of marine products or any officer,  
10 agent or other representative thereof to fail to adequately and fairly compensate its  
11 marine dealer for labor, parts, and other expenses incurred by ~~such~~ the marine dealer  
12 to perform under and comply with a manufacturer's or a distributor's warranty  
13 agreement.

14 \* \* \*

15 §1270.5. Manufacturer, distributor, or wholesaler repurchase; marine dealer;  
16 products

17 \* \* \*

18 D. It shall not be unlawful for the marine dealer with due cause and pursuant  
19 to the marine dealer's own initiating action to terminate or fail to renew a franchise  
20 with a manufacturer, wholesaler, or distributor, and the manufacturer, wholesaler,  
21 or distributor shall repurchase inventory as provided pursuant to this Section. To  
22 determine what constitutes due cause for a marine dealer to terminate or fail to renew  
23 a franchise, the following factors regarding the manufacturer, wholesaler, distributor  
24 or representative of one of the so named shall include whether the manufacturer,  
25 wholesaler, distributor, or representative of one of the so named:

26 \* \* \*

27 (5) Has been convicted of a crime, the effect of which would be detrimental  
28 to the marine dealership or marine dealer.

29 \* \* \*



1 J. If a marine dealer completes a bona fide, orderly, and permanent closure  
2 of the marine dealership, which does not involve a sale of the marine dealership, and  
3 provides at least ninety days notice to the manufacturer, wholesaler, distributor, and  
4 the commission, the marine products and parts inventory shall be repurchased by the  
5 manufacturer, wholesaler, or distributor in the manner provided pursuant to this  
6 Section.

7 \* \* \*

8 §1270.10. Establishment of new motorcycle or all-terrain vehicle dealerships or  
9 relocations; protests; procedure

10 A. Whenever the commission receives an application for a recreational  
11 products dealer's license which would add a new motorcycle or all-terrain vehicle  
12 dealership, it shall first notify the existing licensed motorcycle or all-terrain vehicle  
13 dealership or dealerships selling the same-line makes, models, or classifications  
14 within a thirty-mile radius of the proposed motorcycle or all-terrain vehicle  
15 dealership, and ~~such~~ the motorcycle or all-terrain vehicle dealer or dealers may  
16 object to the granting of the license.

17 B. Whenever the commission receives an application for a recreation  
18 products dealer's license which would relocate an existing motorcycle or all-terrain  
19 vehicle dealership, it shall first notify any existing licensed motorcycle or all-terrain  
20 vehicle dealership selling the same-line makes, models, or classifications within a  
21 thirty-mile radius of the proposed relocation address of a motorcycle or all-terrain  
22 vehicle dealership. Any existing same-line makes, models, or classifications  
23 motorcycle or all-terrain vehicle dealership shall have the right to object to the  
24 granting of the license only if the proposed relocation is within a radius of seven  
25 miles of its facility. However, without regard to distance, whenever the commission  
26 receives an application for the relocation of a motorcycle or all-terrain vehicle  
27 dealership which would add an additional franchise to an existing same-line makes,  
28 models, or classifications motorcycle or all-terrain vehicle dealership's area of

1 responsibility, the affected motorcycle or all-terrain vehicle dealership shall have the  
2 right to object.

3 \* \* \*

4 D. Whenever the commission receives an objection pursuant to the  
5 provisions of Subsection A of this Section, the commission shall consider the  
6 following and may consider any other relevant factors in determining whether there  
7 is good cause to issue a license:

8 \* \* \*

9 (3) Whether the existing motorcycle or all-terrain vehicle dealerships of the  
10 same-line makes, models, or classifications in the motorcycle or all-terrain vehicle  
11 dealership's area of responsibility are providing adequate representation,  
12 competition, and convenient consumer care for the motorcycle or all-terrain vehicles  
13 of the same-line makes, models, or classifications located within that area.

14 \* \* \*

15 §1270.11. Unauthorized acts

16 It shall be a violation of this Part:

17 (1) For a manufacturer, distributor, wholesaler, distributor branch, factory  
18 branch, converter or officer, agent, or other representative thereof:

19 (a) To induce or coerce, or attempt to induce or coerce, any licensee:

20 \* \* \*

21 (v) To enter into a franchise with a licensee or during the franchise term, use  
22 any written instrument, agreement, release, assignment, novation, estoppel, or  
23 waiver, to attempt to nullify or modify any provision of this Chapter, or to require  
24 any controversy between a motorcycle or all-terrain vehicle dealer and a  
25 manufacturer to be referred to any person or entity other than the commission, or  
26 duly constituted courts of this state or the United States, if such referral would be  
27 binding upon the motorcycle or all-terrain vehicle dealer. Such instruments are null  
28 and void, unless done in connection with a settlement agreement to resolve a matter  
29 pending a commission hearing or pending litigation.

1 \* \* \*

2 (c) To unfairly, without just cause and due regard to the equities of the  
3 motorcycle or all-terrain vehicle dealer, cancel the franchise of the licensee. The  
4 nonrenewal of a franchise with ~~such~~ the motorcycle or all-terrain vehicle dealer or  
5 his successor without just provocation or cause, or the refusal to approve a qualified  
6 transferee or qualified successor to the dealer-operator as provided for in the  
7 franchise shall be deemed a violation of this Subparagraph and shall constitute an  
8 unfair cancellation, regardless of the terms or provisions of such franchise. However,  
9 at least ninety days notice shall be given to the motorcycle or all-terrain vehicle  
10 dealer of a cancellation or nonrenewal of franchise except for a cancellation arising  
11 out of fraudulent activity of the dealer principal which results in the conviction of a  
12 crime punishable by imprisonment.

13 \* \* \*

14 (h)(i) To sell or offer to sell a new or unused motorcycle or all-terrain  
15 vehicle directly to a consumer except as provided in this Chapter, or to compete with  
16 a licensee in the same-line makes, models, or classifications operating under an  
17 agreement or franchise from the aforementioned manufacturer. A manufacturer shall  
18 not, however, be deemed to be competing when any one of the following conditions  
19 are met:

20 \* \* \*

21 (bb) Operating a bona fide retail motorcycle or all-terrain vehicle dealership  
22 which is for sale to any qualified independent person at a fair and reasonable price,  
23 not to exceed two years.

24 (cc) Operating in a bona fide relationship in which a person independent of  
25 a manufacturer has made a significant investment subject to loss in the motorcycle  
26 or all-terrain vehicle dealership, and can reasonably expect to acquire full ownership  
27 of ~~such~~ the motorcycle or all-terrain vehicle dealership on reasonable terms and  
28 conditions.

29 \* \* \*

1 (k) To unreasonably discriminate among competing, similarly situated,  
2 same-line make motorcycle or all-terrain vehicle dealers in the sales of motorcycles  
3 or all-terrain vehicles, in the availability of motorcycles or all-terrain vehicles, in the  
4 terms of incentive programs or sales promotion plans, or in other similar programs.

5 \* \* \*

6 (n) To refuse to deliver to any licensee having a franchise or contractual  
7 arrangement for the retail sale of motorcycles or all-terrain vehicles sold or  
8 distributed by such manufacturer, distributor, wholesaler, distributor branch or  
9 factory branch, any motorcycle or all-terrain vehicle, publicly advertised for  
10 immediate delivery, within sixty days after ~~such~~ the motorcycle or all-terrain vehicle  
11 dealer's order shall have been received.

12 (2) For a motorcycle or all-terrain vehicle dealer, ~~used motorcycle or all-~~  
13 ~~terrain vehicle dealer,~~ used motor vehicle facility of a motorcycle or all-terrain  
14 vehicle dealer, or a motorcycle or all-terrain vehicle salesman:

15 \* \* \*

16 (b) To represent and sell as a new motorcycle or all-terrain vehicle any  
17 motorcycle or all-terrain vehicle, the legal title of which has been transferred by a  
18 ~~manufacturer, distributor, or~~ motorcycle or all-terrain vehicle dealer to an ultimate  
19 purchaser.

20 \* \* \*

21 (f) To deliver to a prospective purchaser a new or a used motorcycle or all-  
22 terrain vehicle on a sale conditioned on financing, i.e., a spot delivery, except on the  
23 following terms and conditions which shall be in writing and shall be a part of the  
24 conditional sales contract or other written notification signed by the purchaser:

25 \* \* \*

26 (iv) That if the conditional sale is not completed, the motorcycle or all-  
27 terrain vehicle dealer shall immediately refund to the purchaser upon return of the  
28 motorcycle or all-terrain vehicle all sums placed with the motorcycle or all-terrain

1 vehicle dealership as a deposit or any other purpose associated with the attempted  
2 sale of the motorcycle or all-terrain vehicle.

3 (v) That the prospective purchaser shall return the motorcycle or all-terrain  
4 vehicle to the motorcycle or all-terrain vehicle dealership within forty-eight hours  
5 of notification by the motorcycle or all-terrain vehicle dealer that the conditional sale  
6 will not be completed. If the prospective purchaser does not return the motorcycle  
7 or all-terrain vehicle to the motorcycle or all-terrain vehicle dealership within forty-  
8 eight hours of notification by the motorcycle or all-terrain vehicle dealer, an  
9 authorized agent of the motorcycle or all-terrain vehicle dealer shall have the right  
10 to recover the motorcycle or all-terrain vehicle without the necessity of judicial  
11 process, provided that such recovery can be accomplished without unauthorized  
12 entry into a closed dwelling, whether locked or unlocked and without a breach of  
13 peace.

14 \* \* \*

15 (h) To fail to fully and completely explain each charge listed on a retail  
16 buyer's order or motorcycle or all-terrain vehicle invoice prior to the purchase of a  
17 motorcycle or all-terrain vehicle.

18 (i) When selling a motorcycle or all-terrain vehicle to a consumer, to assess  
19 any consumer services fees, which shall include fees for treating the interior  
20 upholstery of the vehicle, oil changes, roadside assistance, motorcycle or all-terrain  
21 vehicle dealer inspections, or any other service offered by the motorcycle or all-  
22 terrain vehicle dealer, without allowing the buyer to refuse such services and be  
23 exempt from payment for such services. The provisions of this Subparagraph shall  
24 not apply to motorcycle or all-terrain vehicle dealer-added options or accessories  
25 which are permanently affixed to the motorcycle or all-terrain vehicle.

26 \* \* \*

27 §1270.16. Succession; right of first refusal

28 A. The terms of the franchise notwithstanding, any motorcycle or all-terrain  
29 vehicle dealer may appoint by will, or other written instrument, a designated

1 successor to succeed in the ownership interest of the motorcycle or all-terrain vehicle  
2 dealer in the motorcycle or all-terrain vehicle dealership upon the death or incapacity  
3 of the motorcycle or all-terrain vehicle dealer.

4 B. Unless good cause exists for refusal to honor the succession on the part  
5 of the manufacturer or distributor, any designated successor of a deceased or  
6 incapacitated motorcycle or all-terrain vehicle dealer of a motorcycle or all-terrain  
7 vehicle dealership may succeed to the ownership of the motorcycle or all-terrain  
8 vehicle dealership under the existing franchise if:

9 \* \* \*

10 H. If a manufacturer or distributor refuses to honor the succession to the  
11 ownership interest of a deceased or incapacitated owner for good cause, then and in  
12 such event:

13 (1) The manufacturer or distributor shall allow the designated successor a  
14 reasonable period of time which shall not be less than six months in which to  
15 consummate a sale of the motorcycle or all-terrain vehicle dealership. Any ~~such~~ sale  
16 shall be subject to R.S. 32:1270.11(1)(c).

17 \* \* \*

18 §1270.17. Requirements upon termination; penalty; indemnity; motorcycle or all-  
19 terrain vehicle dealers

20 A.(1) In the event the licensee ceases to engage in the business of being a  
21 motorcycle ~~dealer~~ or all-terrain vehicle dealer, or ceases to sell a particular make of  
22 motorcycle or all-terrain vehicle and after notice to the manufacturer, converter,  
23 distributor, or representative by certified mail or commercial delivery service with  
24 verification of receipt, within thirty days of the receipt of the notice by the  
25 manufacturer, converter, distributor, or representative, the manufacturer, converter,  
26 distributor, or representative shall repurchase:

27 \* \* \*

28 (c) At fair market value, all special tools and service equipment owned by  
29 the motorcycle ~~dealer~~ or all-terrain vehicle dealer which were recommended in

1 writing and designated as special tools and equipment and purchased from or  
2 purchased at the request of the manufacturer, converter, distributor, or representative,  
3 if the tools and equipment are in usable and good condition except for reasonable  
4 wear and tear. Fair market value shall be no less than cost of acquisition of special  
5 tools and service equipment by the motorcycle ~~dealer~~ or all-terrain vehicle dealer.

6 \* \* \*

7 (3) The manufacturer or converter shall make the required repurchase after  
8 the motorcycle or all-terrain vehicle dealer terminates his franchise and within sixty  
9 days of the submission to it, by certified mail, return receipt requested, or  
10 commercial delivery service with verification of receipt, of a final inventory of  
11 motorcycles, all-terrain vehicles, and parts on hand.

12 B. Failure to make the repurchase without just cause shall subject the  
13 manufacturer or converter to a penalty of one and one-half percent per month, or  
14 fraction thereof, of the inventory value or returnable motorcycles or all-terrain  
15 vehicles, and parts, signs, special tools, and service equipment, payable to the  
16 motorcycle or all-terrain vehicle dealer, as long as the repurchase is not made.

17 \* \* \*

18 §1270.20. Unauthorized acts; recreational vehicles

19 It shall be a violation of this Chapter:

20 (1) For a manufacturer, a distributor, a wholesaler, factory branch, or officer,  
21 agent, or other representative thereof:

22 \* \* \*

23 (k)(i) To sell or offer to sell a new or unused recreational vehicle directly to  
24 a consumer except as provided in this Chapter, or to compete with a licensee in the  
25 same-line makes, models, or classifications operating under an agreement or  
26 franchise from the aforementioned manufacturer. A manufacturer shall not, however,  
27 be deemed to be competing when any one of the following conditions are met:

28 (aa) Operating a recreational vehicle dealership temporarily for a reasonable  
29 period, not to exceed two years.

1 (bb) Operating a bona fide retail recreational vehicle dealership which is for  
2 sale to any qualified independent person at a fair and reasonable price, not to exceed  
3 two years.

4 (cc) Operating in a bona fide relationship in which a person independent of  
5 a manufacturer has made a significant investment subject to loss in the recreational  
6 vehicle dealership, and can reasonably expect to acquire full ownership of such  
7 dealership on reasonable terms and conditions.

8 \* \* \*

9 (o) To unreasonably discriminate among competing, similarly situated,  
10 same-line make recreational vehicle dealers in the sales of recreational vehicles, in  
11 the availability of such recreational vehicles, in the terms of incentive programs or  
12 sales promotion plans, or in other similar programs.

13 (p) To terminate, cancel, or refuse to continue any franchise agreement based  
14 upon the fact that the recreational vehicle dealer owns, has an investment in,  
15 participates in the management of, or holds a franchise agreement for the sale or  
16 service of another make or line of new recreational vehicles at a different  
17 recreational vehicle dealership location, or intends to or has established another  
18 make or line of new recreational vehicles in the same recreational vehicle dealership  
19 facilities of the manufacturer or distributor.

20 \* \* \*

21 (u)(i) To coerce or attempt to coerce any retail recreational vehicle dealer or  
22 prospective retail recreational vehicle dealer to offer to sell or sell any extended  
23 service contract or extended maintenance plan or gap product offered, sold, backed  
24 by, or sponsored by the manufacturer or distributor or affiliate or sell, assign, or  
25 transfer any retail installment sales contract or lease obtained by the recreational  
26 vehicle dealer in connection with the sale or lease by him of recreational vehicles  
27 manufactured or sold by the manufacturer or distributor, to a specified finance  
28 company or class of finance companies, leasing company or class of leasing  
29 companies, or to any other specified persons by any of the following:



1 (aa) By any statement, promise, or threat that the manufacturer or distributor  
2 will in any manner benefit or injure the recreational vehicle dealer, whether the  
3 statement, suggestion, threat, or promise is express or implied or made directly or  
4 indirectly.

5 (bb) By any act that will benefit or injure the recreational vehicle dealer.

6 (cc) By any contract, or any express or implied offer of contract, made  
7 directly or indirectly to the recreational vehicle dealer, for handling the recreational  
8 vehicle on the condition that the recreational vehicle dealer shall offer to sell or sell  
9 any extended service contract or extended maintenance plan offered, sold, backed  
10 by, or sponsored by the manufacturer or distributor or that the recreational vehicle  
11 dealer sell, assign, or transfer his retail installment sales contract on or lease of the  
12 recreational vehicle, to a specified finance company or class of finance companies,  
13 leasing company or class of leasing companies, or to any other specified person.

14 \* \* \*

15 (2) For a recreational vehicle dealer or a recreational vehicle salesman:

16 \* \* \*

17 (b) To represent and sell as a new recreational vehicle any vehicle, the legal  
18 title of which has been transferred by a ~~manufacturer, distributor, or~~ recreational  
19 vehicle dealer to an ultimate purchaser.

20 \* \* \*

21 (f) To deliver to a prospective purchaser a new recreational vehicle on a sale  
22 conditioned on financing, i.e., a spot delivery, except on the following terms and  
23 conditions which shall be in writing and shall be a part of the conditional sales  
24 contract or other written notification signed by the purchaser:

25 \* \* \*

26 (iv) That if the conditional sale is not completed, the recreational vehicle  
27 dealer shall immediately refund to the purchaser upon return of the recreational  
28 vehicle all sums placed with the recreational vehicle dealership as a deposit or any  
29 other purpose associated with the attempted sale of the vehicle.

1 (v) That the prospective purchaser shall return the recreational vehicle to the  
 2 recreational vehicle dealership within forty-eight hours of notification by the  
 3 recreational vehicle dealer that the conditional sale will not be completed. If the  
 4 prospective purchaser does not return the recreational vehicle to the recreational  
 5 vehicle dealership within forty-eight hours of notification by the recreational vehicle  
 6 dealer, an authorized agent of the recreational vehicle dealer shall have the right to  
 7 recover the recreational vehicle without the necessity of judicial process, provided  
 8 that such recovery can be accomplished without unauthorized entry into a closed  
 9 dwelling, whether locked or unlocked, and without a breach of peace.

10 \* \* \*

11 (i) When selling a recreational vehicle to a consumer, to assess any consumer  
 12 services fees, which shall include fees for treating the interior upholstery of the  
 13 recreational vehicle, oil changes, roadside assistance, recreational vehicle dealer  
 14 inspections, or any other service offered by the recreational vehicle dealer, without  
 15 allowing the buyer to refuse such services and be exempt from payment for such  
 16 services. The provisions of this Subparagraph shall not apply to recreational vehicle  
 17 dealer-added options or accessories which are permanently affixed to the recreational  
 18 vehicle.

19 \* \* \*

20 §1270.23. Warranty; compensation; audits of recreational vehicle dealer records

21 A.(1) It shall be a violation of this Chapter for a manufacturer, a distributor,  
 22 a wholesaler, or factory branch, or officer, agent or other representative thereof, to  
 23 fail to adequately and fairly compensate its recreational vehicle dealers for labor,  
 24 parts, and other expenses incurred by ~~such~~ the recreational vehicle dealer to perform  
 25 under and comply with a manufacturer's or a distributor's warranty agreement.

26 \* \* \*

27 §1270.28. Succession; right of first refusal; recreational vehicle dealer

28 A.(1) The terms of the franchise notwithstanding, any recreational vehicle  
 29 dealer may appoint by will, or other written instrument, a designated successor to

1           succeed in the ownership interest of the recreational vehicle dealer in the recreational  
2           vehicle dealership upon the death or incapacity of the recreational vehicle dealer.

3                   (2) Unless good cause exists for refusal to honor the succession on the part  
4           of the manufacturer or distributor, any designated successor of a deceased or  
5           incapacitated recreational vehicle dealer of a recreational vehicle dealership may  
6           succeed to the ownership of the recreational vehicle dealership under the existing  
7           franchise if:

8   \*       \*       \*

9                   (4) If a manufacturer or distributor believes that good cause exists for  
10          refusing to honor the succession of a deceased or incapacitated recreational vehicle  
11          dealer, the manufacturer or distributor may, not more than sixty days following  
12          receipt of notice of the designated successor's intent to succeed and receipt of such  
13          personal or financial data, serve upon the designated successor notice of its refusal  
14          to honor the succession and of its intent to discontinue the existing franchise with the  
15          recreational vehicle dealer not earlier than six months from the date such notice is  
16          served.

17   \*       \*       \*

18                   (8) If a manufacturer or distributor refuses to honor the succession to the  
19          ownership interest of a deceased or incapacitated owner for good cause, then and in  
20          such event:

21                   (a) The manufacturer or distributor shall allow the designated successor a  
22          reasonable period of time which shall not be less than six months in which to  
23          consummate a sale of the recreational vehicle dealership. Any such sale shall be  
24          subject to R.S. 32:1270.20(1)(d).

25   \*       \*       \*

26                   B. In the event of a proposed sale or transfer of a recreational vehicle  
27          dealership and if the franchise agreement has a right of first refusal in favor of the  
28          manufacturer or distributor, then, notwithstanding the terms of the franchise  
29          agreement, the manufacturer or distributor shall be permitted to exercise a right of

1 first refusal to acquire the recreational vehicle dealer's assets or ownership if all of  
2 the following requirements are met:

3 \* \* \*

4 (4) The proposed sale or transfer of the recreational vehicle dealership's  
5 assets does not involve the transfer or sale to a member or members of the family of  
6 one or more recreational vehicle dealers, or to a qualified manager with at least two  
7 years management experience at the recreational vehicle dealership of one or more  
8 of these recreational vehicle dealers, or to a partnership or corporation controlled by  
9 such persons.

10 (5)(a) The manufacturer or distributor agrees to pay the reasonable expenses,  
11 including attorney fees which do not exceed the usual, customary, and reasonable  
12 fees charged for similar work done for other clients, incurred by the proposed owner  
13 or transferee prior to the manufacturer's or distributor's exercise of its right of first  
14 refusal in negotiating and implementing the contract for the proposed sale or transfer  
15 of the recreational vehicle dealership or dealership assets. Such expenses and  
16 attorney fees shall be paid to the proposed new owner or transferee at the time of  
17 closing of the sale or transfer for which the manufacturer or distributor exercised its  
18 right of first refusal.

19 \* \* \*

20 (6) The recreational vehicle dealer shall not have any liability to any person  
21 as a result of a manufacturer's exercising its right of first refusal and the  
22 manufacturer or distributor shall assume the defense of the selling recreational  
23 vehicle dealer for any claim by the proposed owner or transferee arising from the  
24 exercise of the right of first refusal.

25 §1270.29. Requirements upon termination; penalty; indemnity; recreational vehicles

26 \* \* \*

27 B. Failure to make the repurchase without just cause shall subject the  
28 manufacturer or converter to a penalty of one and one-half percent per month, or  
29 fraction thereof, of the inventory value or returnable recreational vehicles, and parts,

1 signs, special tools, and service equipment, payable to the recreational vehicle dealer,  
2 as long as the repurchase is not made.

3 C.(1) Upon the involuntary termination, nonrenewal, or cancellation of any  
4 franchise by the manufacturer or converter, except for termination, nonrenewal, or  
5 cancellation resulting from a felony conviction, notwithstanding the terms of any  
6 franchise, whether entered into before or after the enactment of this Chapter or any  
7 of its provisions, the new recreational vehicle dealer shall be allowed fair and  
8 reasonable compensation by the manufacturer or converter as agreed by the parties,  
9 or lacking agreement, as determined by the commission, for the recreational vehicle  
10 dealership facilities if the facilities were required to be purchased or constructed as  
11 a precondition to obtaining the franchise or to its renewal; provided that if such  
12 facilities were leased and the lease was required as a precondition to obtaining the  
13 franchise or to its renewal, then the manufacturer shall be liable for one year's  
14 payment of the rent or the remainder of the term of the lease, whichever is less.

15 \* \* \*

16 (4) The obligation of the manufacturer or converter to purchase a  
17 recreational vehicle dealership facility, pursuant to this Section, is equally applicable  
18 if an entity or person affiliated with the recreational vehicle dealer is the owner or  
19 lessor of the facility.

20 \* \* \*

21 §1270.34. Manufacturer's duty to repair; nonconformity

22 If a new recreational vehicle does not conform to the manufacturer's express  
23 warranty, and the consumer reports the nonconformity to the manufacturer, or any  
24 of its authorized recreational vehicle dealers, and makes the recreational vehicle  
25 available for repair before the expiration of the warranty, or not later than one year  
26 after the date of original delivery of the recreational vehicle to the consumer, the  
27 manufacturer, its agent, or its authorized recreational vehicle dealer shall make  
28 repairs that are necessary to conform the vehicle to the manufacturer's express

1 warranty, notwithstanding the fact that the repairs are made after the expiration of  
2 the warranty term or the one-year period.

3 §1270.35. Express warranties; time limit to conform

4 A.(1) It shall be presumed that a reasonable number of attempts have been  
5 undertaken to conform a recreational vehicle to the applicable express warranty if  
6 the vehicle is out of service by reason of repair for a cumulative total of ninety or  
7 more calendar days, or the same nonconformity has been subject to repair four or  
8 more times by the manufacturer, its agent, or its authorized recreational vehicle  
9 dealer, within the warranty term, or not later than one year from the date of original  
10 delivery of the new recreational vehicle to the consumer.

11 (2)(a) Notwithstanding the provisions of Paragraph (1) of this Subsection,  
12 the consumer shall provide written notification of the need to repair the  
13 nonconformity to the manufacturer and the commission, and either of the following:

14 \* \* \*

15 (ii) Evidence that the same nonconformity has been subject to repair four or  
16 more times by the manufacturer, its agent, or its authorized recreational vehicle  
17 dealer, within the warranty term, or not later than a period of one year from the date  
18 of original delivery of the new recreational vehicle to the consumer.

19 \* \* \*

20 C. The provisions of Subsection A of this Section shall be suspended for any  
21 period of time during which repair services cannot be performed by the  
22 manufacturer, its agents, or authorized recreational vehicle dealer, because of war,  
23 pandemic, invasion, strike, fire, flood, or natural disaster.

24 §1270.36. Recreational vehicle replacement or refund

25 \* \* \*

26 B. A reasonable allowance for use by the consumer shall be determined by  
27 the commission and shall be that amount directly attributable to use by the consumer  
28 prior to his first written notice of a nonconformity to the manufacturer, agent, or

1 recreational vehicle dealer, and during any subsequent period when the vehicle was  
2 not out of service by reason of repair.

3 \* \* \*

4 §1270.40. Notification of nonconformity remedy; recreational vehicle dealer  
5 responsibility

6 Prior to or during the delivery of the recreational vehicle to the consumer, the  
7 recreational vehicle dealer shall inform the consumer in writing of the remedy for a  
8 nonconformity defect as provided in this Part.

9 §1270.41. Exclusiveness

10 This Part provides exclusive remedies, warranties, and preemptive periods  
11 as between the manufacturer, recreational vehicle dealer, and consumer, relative to  
12 nonconformity defects as defined in this Part, and no other provisions of law relative  
13 to recreational vehicle warranties and redhibitory vices and defects shall apply.  
14 Nothing herein shall be construed to affect or limit any warranty of title.

15 \* \* \*

16 CHAPTER 6-A. USED MOTOR VEHICLES, PARTS, AND ACCESSORIES

17 PART I. GENERAL PROVISIONS

18 §1270.51. Short title

19 This Chapter shall be known and cited as the "Louisiana Used Motor  
20 Vehicles, Parts, and Accessories Act".

21 §1270.52. Definitions

22 As used in this Chapter:

23 (1) "Commission" means the Louisiana Motor Vehicle Commission created  
24 by Chapter 6 of this Title or its designee.

25 (2) "Dismantler and parts recycler" means a person, firm, or corporation  
26 engaged in whole or in part in the business of acquiring and dismantling,  
27 disassembling, or repairing wrecked, abandoned, or repairable motor vehicles or  
28 selling the usable parts thereof, or selling such wrecked, abandoned, or repairable  
29 motor vehicles as a unit of wholesale, or selling such repaired motor vehicles as a

1 unit at wholesale. For purposes of this Chapter, a person, firm, or corporation shall  
2 be presumed to be engaging in the business of a dismantler and parts recycler if such  
3 person, firm, or corporation possesses ten or more inoperable motor vehicles for  
4 more than thirty days, except when such inoperable motor vehicles are being held:

5 (a) By a licensed tow truck owner or operator.

6 (b) By a scrap metal processor to recycle the scrap metal.

7 (c) By a bona fide repair business awaiting repairs.

8 (3) "Dismantler and parts recycler sales representative" shall include anyone  
9 who, for compensation of any kind, sells or brokers any used motor vehicle or any  
10 usable part of a used motor vehicle.

11 (4) "Motor vehicle" means any motor-driven vehicle required to be  
12 registered that was used, is used, or is designed to be used for the transporting of  
13 passengers or goods for public, private, commercial, or for-hire purposes.

14 (5) "Motor vehicle crusher" means any person, firm, limited liability  
15 corporation, or corporation engaged in whole or in part in the business of purchasing  
16 and crushing or compacting motor vehicles and selling the crushed or compacted  
17 vehicle for scrap.

18 (6) "Place of business" means the place owned or leased and regularly  
19 occupied by a person, partnership, corporation, limited liability company, or other  
20 entity licensed under the provisions of this Chapter for the principal purpose of  
21 auctioning, renting, or selling used motor vehicles, crushing or compacting used  
22 motor vehicles and selling the crushed or compacted vehicle for scrap, or engaging  
23 in the business of a dismantler and parts recycler, where the products for sale are  
24 displayed and offered for sale, and where the books and records required for the  
25 conduct of the business are maintained and kept.

26 (7) "Public or retail motor vehicle auction" means the act of any person,  
27 partnership, corporation, limited liability company, or other entity engaging in, for  
28 a commission, compensation, or other consideration, the business of providing



1 vehicle auction services at an established place of business which is not open  
2 exclusively to motor vehicle dealers, dismantlers, and parts recyclers.

3 (8) "Salvage pool" or "salvage disposal sale" means a scheduled sale at  
4 auction or by private bid of wrecked or repairable motor vehicles by insurance  
5 companies, by used motor vehicle dealers, or automotive dismantlers and parts  
6 recyclers licensed by the commission.

7 (9) "Scrap metal processor" means any person or entity engaged in the  
8 business of obtaining and storing scrap metal, as defined by R.S. 37:1962, whose  
9 origin included abandoned, wrecked, or junked motor vehicles for recycling.

10 (10) "Ultimate purchaser" means the first person or corporate entity, other  
11 than a dealer purchasing in his capacity as a dealer, who in good faith purchases a  
12 new motor vehicle for purposes other than resale. "Ultimate purchaser" shall not  
13 include a person who purchases a vehicle for purposes of altering or remanufacturing  
14 the motor vehicle for future resale.

15 (11) "Used fire truck" means any motorized vehicle, the legal title of which  
16 has been transferred by a manufacturer, distributor, or dealer to an ultimate  
17 purchaser, utilized by a fire department in transporting firefighters or equipment to  
18 fires and emergency calls and supports extinguishing operations such as water,  
19 pumps, ladders, special service apparatus, hoses, foam, air, lights, rescue equipment,  
20 and utility equipment.

21 (12) "Used motor vehicle" means a motor vehicle, which has been previously  
22 titled to an ultimate purchaser as defined in R.S. 32:1252.

23 (13)(a)(i) "Used motor vehicle dealer" means any person, partnership,  
24 corporation, limited liability company, or other entity who, for a commission or with  
25 intent to make a profit or gain of money or other thing of value, buys, sells, brokers,  
26 exchanges, rents with option to purchase, auctions at retail or public, offers, or  
27 attempts to negotiate a sale or exchange of an interest in used motor vehicles and  
28 who is engaged wholly or in part in the business of buying and selling used motor  
29 vehicles, whether such motor vehicles are owned by such person and whether the

1 motor vehicles are sold from a dealership location or via any form of advertising,  
2 including but not limited to the Internet. A person shall be presumed to be engaged  
3 in the business of selling used motor vehicles if he sells five or more used motor  
4 vehicles in any twelve-month period which vehicles are not registered to and insured  
5 by members of the individual's household, immediate family members, or legal  
6 entities in which the individual has an ownership interest or which employ the  
7 individual. An entity shall be presumed to be engaged in the business of selling used  
8 motor vehicles if the entity sells five or more used motor vehicles which are not  
9 registered to and insured by the entity or by an entity affiliated with the entity  
10 receiving anything of value.

11 (ii) The term shall also include anyone not licensed pursuant to Chapter 6 of  
12 Title 32 who sells used motor vehicles and who rents on a daily basis used motor  
13 vehicles.

14 (b) "Used motor vehicle dealer" shall not include any of the following:

15 (i) Receivers, trustees, administrators, executors, guardians, or other persons  
16 appointed by or acting under the judgment or order of any court.

17 (ii) Public officers while performing their official duties.

18 (iii) Employees of persons enumerated in the definition of "used motor  
19 vehicle dealer" when engaged in the specific performance of their duties as such  
20 employees.

21 (iv) Mortgagees or secured parties as to sales of motor vehicles constituting  
22 collateral on a mortgage or security agreement.

23 (v) Insurance companies.

24 (vi) Auctioneers or auction houses who are not engaged in the auction of  
25 used motor vehicles as the principal part of their business, including but not limited  
26 to estate auctions, bankruptcy auctions, farm equipment auctions, or government  
27 auctions.

28 (14) "Used motor vehicle salesperson" shall include anyone who is actively  
29 engaged in the sale, offering for sale, or negotiations to sell a used motor vehicle,

1 including those engaged in management or finance and insurance, and who for  
2 compensation of any kind operates as a broker or is compensated for any referral of  
3 a prospective buyer to a used motor vehicle dealer. "Compensation" for purposes of  
4 this Chapter means any thing of value including money, merchandise, rebates on  
5 purchases, trading stamps, or any other thing of value.

6 (15) "Used wrecker" means a truck, the legal title of which has been  
7 transferred, by a manufacturer, distributor, or dealer to an ultimate purchaser, with  
8 a hoist and towing apparatus used in towing wrecked or disabled vehicles.

9 (16) "Water-damaged vehicle" means any motor vehicle whose power train,  
10 computer, or electrical system has been damaged by flooding.

11 (17) "Wholesale motor vehicle auction" means the act of any person,  
12 partnership, corporation, limited liability company, or other entity engaging in, for  
13 a commission, compensation, or other consideration, the business of providing  
14 wholesale vehicle auction services at an established place of business which is open  
15 exclusively to licensed motor vehicle dealers, dismantlers, and parts recyclers.

16 §1270.53. Duties of the commission

17 A. The commission's powers and duties shall include but are not limited to  
18 the following:

19 (1) Licensing independent used motor vehicle dealers and salespersons,  
20 motor vehicle crushers, dealers of used motor vehicle parts and accessories,  
21 rent-to-own dealers, scrap metal processors, wholesale motor vehicle auctions, public  
22 or retail motor vehicle auctions, salvage pools that deal in used motor vehicles,  
23 dismantlers and parts recyclers, and catalytic converter dealer pursuant to Part II-B  
24 of Chapter 21 of Title 37.

25 (2) Inspecting license applicants and licensee locations to ensure that they  
26 are in an approved location, meet local zoning or other municipal requirements, and  
27 have sufficient facilities which shall include but not be limited to a business sign, a  
28 listed and usable telephone number, and a sales office.

1           (3) Requiring all licensees to maintain their records for a period of three  
2           years and to keep their records, vehicles, and places of business open to inspection  
3           by any peace officer or agent of the Department of Public Safety and Corrections or  
4           of the commission during reasonable hours. The records shall include bills of sale,  
5           financing or mortgage records, and monthly sales reports.

6           (4) Holding and conducting hearings on appeals of license, denials,  
7           violations, revoking or suspending licenses, imposing civil penalties, assessing  
8           restitution, issuing cease and desist orders, and seeking injunctions pursuant to this  
9           Chapter.

10           (5)(a) Taking possession of certificates of title and further distributing those  
11           titles to the rightful owners pursuant to R.S. 32:705 from:

12           (i) An independent used motor vehicle dealer who failed or refused to  
13           provide a certificate of title to his customer or to the rightful owners in accordance  
14           with R.S. 32:705.

15           (ii) An independent used motor vehicle dealer who has ceased doing  
16           business and who has failed to provide a certificate of title to his customer or to the  
17           rightful owners in accordance with R.S. 32:705.

18           (iii) A floor plan financier or other similar holder of a security interest  
19           relative to a used motor vehicle who has failed or refused to provide a certificate of  
20           title to a bona fide retail purchaser in actual good faith in accordance with R.S.  
21           32:710(D).

22           (b)(i) The executive director of the commission is empowered to take any  
23           and all actions necessary to obtain and deliver a certificate of title to a retail  
24           purchaser in actual good faith including instituting or participating in any legal  
25           action to obtain a certificate of title and endorsing a certificate of title on behalf of  
26           any independent used motor vehicle dealer who either refuses or is unavailable to  
27           sign or endorse the certificate of title.

28           (ii) If the commission institutes or participates in legal action to obtain a  
29           certificate of title for delivery to a retail purchaser in actual good faith, the

1 commission is entitled to an award of reasonable attorney fees and court costs to be  
2 paid by the individual or entity responsible for delivery of the certificate of title.

3 (6) Issuing, serving, and enforcing a subpoena or subpoena duces tecum  
4 pursuant to any hearing or lawful investigation into the suspected misconduct of any  
5 licensee or persons suspected of violation of this Chapter.

6 (7) Having the sole and exclusive authority to administer all claims made  
7 against the bond required by R.S. 32:1270.57(F), including the denial or rejection of  
8 any claim.

9 (a) The executive director of the commission is authorized to take any action  
10 necessary to administer claims against any bond, including instituting or intervening  
11 in a legal action to obtain payment of a claim or to prevent payment of an  
12 unauthorized claim.

13 (b) If the commission institutes or intervenes in any legal action as  
14 authorized by Subparagraph (a) of this Paragraph and prevails, the court shall award  
15 the commission reasonable attorney fees and court costs to be paid by the licensee,  
16 surety, or both.

17 (8) The commission is authorized to adopt rules to implement the provisions  
18 of this Chapter.

19 §1270.54. Independent used motor vehicle dealers; dealers of used motor vehicle  
20 parts and accessories; dismantler and parts recyclers; rent-to-own  
21 dealers; motor vehicle crushers; public or retail motors vehicle  
22 auctions, wholesale motor vehicle auctions, or salvage pool that deal  
23 in used motor vehicles; scrapped metal processors and daily rental  
24 dealers to be licensed; exception

25 A. No person unless licensed by the commission pursuant the provisions of  
26 this Chapter, shall carry on or conduct the business of any of the following:

27 (1) An independent used motor vehicle dealer.

28 (2) A dealer in used parts or used accessories of motor vehicles.

29 (3) A dismantler and parts recycler.

1           (4) Public or retail motor vehicle auctions, wholesale motor vehicle auctions,  
2           or salvage pools that deal in used motor vehicles.

3           (5) A rent-to-own dealer.

4           (6) A used motor vehicle salesperson for any dealer licensed pursuant to this  
5           Chapter.

6           (7) A motor vehicle crusher.

7           (8) A daily rental dealer.

8           B. No person licensed by the commission shall display any used motor  
9           vehicle at any place other than the location licensed by the commission, unless an  
10           off-premises permit authorizing the display of such used motor vehicle at the  
11           location has been issued by the commission. The commission may issue one  
12           off-premises permit to an independent used motor vehicle dealer in any ninety-day  
13           period in accordance with rules and regulations authorizing the display of up to five  
14           vehicles at an event within thirty-five miles of the dealer's place of business for a  
15           period of up to three days.

16           C. A public or retail motor vehicle auction shall not be required to obtain an  
17           off-premises permit to auction, via an internet site, a used motor vehicle for a third  
18           party which is in the possession of the third party.

19           §1270.55. Abandonment of business

20           A. (1) When the licensed premise of an independent used motor vehicle  
21           dealer is abandoned, the license of the independent used motor vehicle dealer and  
22           any salespersons shall be revoked without a hearing if a request or application for a  
23           hearing on the revocation is not made within five business days following the posting  
24           of a notice on the front door of the business that the license will be revoked for  
25           abandonment.

26           (2) Licensed premises shall be considered abandoned if any one of the  
27           following exists:

28           (a) There are no salespersons or dealer on the premises during the posted  
29           business hours for a period of more than one week without notice to the commission.

1           **(b) The business telephone, as provided on the independent used motor**  
2           **vehicle dealer's license application, is disconnected or no longer in service.**

3           **(c) The business sign has been removed.**

4           **§1270.56. Black market sales; prohibition**

5           **A. No person shall sell used motor vehicles by using fraudulent practices,**  
6           **such as forgery or providing a false or fraudulent name on a certificate of title, to**  
7           **escape the licensing requirements and the payment of license fees provided for in**  
8           **Chapter 6-A and to escape the payment of state and local sales and use tax.**

9           **PART II. INDEPENDENT USED MOTOR VEHICLE DEALERS**

10          **§1270.57. Application for license; renewal; fees; educational seminar; bond**  
11                                   **requirements; liability insurance; salesperson's license; location of**  
12                                   **business**

13           **A.(1) It shall be a violation of this Chapter for any person to engage in**  
14           **business as, or serve in the capacity of, or act as an independent used motor vehicle**  
15           **dealer or used motor vehicle salesperson in this state without first obtaining a license**  
16           **required by this Chapter.**

17           **(2) Any person serving in more than one capacity or having more than one**  
18           **place where such business is carried on or conducted shall be required to obtain and**  
19           **hold a current license for each capacity and place of business.**

20           **B.(1) Applications for licensure as an independent used motor vehicle dealer**  
21           **shall be signed by the applicant, shall be on forms prescribed by the commission and**  
22           **furnished to such applicants, and shall contain such information as the commission**  
23           **deems necessary to enable it to fully determine the qualifications and eligibility of**  
24           **the several applicants to receive the license or licenses.**

25           **(2) The commission shall require in the application, or otherwise,**  
26           **information relating to:**

27                                   **(a) The applicant's financial standing.**

28                                   **(b) The applicant's business integrity.**

1           (c) Whether the applicant has a place of business and is engaged in the  
2           pursuit, avocation, or business for which each license is applied for.

3           (d) Whether the applicant is able to properly conduct the business for which  
4           each license is applied for.

5           (e) Such other pertinent information consistent with the safeguarding of the  
6           public interest and the public welfare.

7           (f) The name of the applicant.

8           (g) The street address of applicant's principal place of business and each  
9           additional place of business.

10          (h) The type of business organization of applicant.

11          (3)(a) All applications for license or licenses shall be accompanied by the  
12          appropriate fee or fees in accordance with the schedule pursuant to R.S. 32:1255.  
13          All fees shall be nonrefundable.

14          (b) Any independent used motor vehicle dealer who submits a renewal  
15          application after the expiration date of an existing license shall be subject to a late  
16          penalty pursuant to R.S. 32:1255(B), in addition to any penalty, fine, or cost assessed  
17          for operating without a license which shall be paid to the commission.

18          (c) Any independent used motor vehicle dealer having a previous annual  
19          license shall be presumed to be a renewal applicant.

20          (d) A change of location, or a change in corporate ownership or majority  
21          ownership, or a change in the name of an independent used motor vehicle dealer  
22          licensed by the commission shall require a new license and application therefor.

23          (e) Every application for the issuance of an independent used motor vehicle  
24          dealer's license shall be accompanied by a certificate, as required by the commission  
25          pursuant to the provisions of R.S. 32:1270.65, showing that the applicant has  
26          completed an approved educational seminar.

27          (f) Any dealership ceasing to maintain its business shall surrender the  
28          dealership license to the commission within ten days and any failure to do so shall  
29          constitute a violation of this Chapter.



1           (g) All bonds shall be for the license period and shall be nontransferable.

2           (5) The office of motor vehicles of the Department of Public Safety and  
3           Corrections shall be notified not to accept independent used motor vehicle dealers'  
4           titles until such time as licenses have been issued.

5           C. A used motor vehicle salesperson's license shall permit the licensee to  
6           engage in the activities of a used motor vehicle salesperson. Salespersons shall not  
7           be allowed to sell vehicles unless the motor vehicle salesperson's license has been  
8           issued.

9           D. The license issued to each independent used motor vehicle dealer shall  
10          specify the location of the place of business. The change of location shall require a  
11          new license and application. The license of each independent used motor vehicle  
12          dealer shall be posted in a conspicuous place in the licensed dealer location.

13          E. Every used motor vehicle salesperson shall have his license upon his  
14          person when engaged in his business and shall display same upon request. The name  
15          of the employer of the salesperson shall be stated on the license.

16          F.(1) Every applicant for licensure or renewal of a license as an independent  
17          used motor vehicle dealer shall show proof of responsibility by depositing with the  
18          commission a continuing bond in the amount of fifty thousand dollars. All bonds  
19          shall be with a commercial surety authorized to do business in the state and approved  
20          by the commission.

21          (2) The bond shall be for the license period and a new bond or a proper  
22          continuation certificate shall be delivered to the commission at the beginning of each  
23          license period; however, the aggregate liability of the surety in any calendar year  
24          shall in no event exceed fifty thousand dollars.

25          (3) The bond shall be made payable to the state of Louisiana through the  
26          commission for the following purposes:

27                 (a) The proper disposition of taxes, license fees, tags, or certificates of title.

28                 (b) Indemnification to any purchaser of an independent used motor vehicle  
29                 who suffers any loss, damage, or expense due to the failure of the independent used

1 motor dealer to comply with any law relating to the registration of a used motor  
2 vehicle, the payment of sales tax, and obtaining a license tag or certificate of  
3 registration, including but not limited to the failure of the licensee to deliver a  
4 certificate of title or remit any tax, license, or registration fee.

5 (c) Restitution imposed by the commission pursuant to this Chapter.

6 (d) Unpaid penalties, fines, and hearing costs imposed by the commission  
7 not to exceed twenty-five thousand dollars.

8 (e) Attorney fees or court costs assessed pursuant to this Chapter.

9 H. The bond required by this Section shall be maintained throughout the  
10 period of licensure. Should the bond be canceled for any reason, the independent  
11 used motor vehicle dealer's license shall be revoked as of the date of cancellation  
12 unless a new bond is furnished prior to such date.

13 I. All independent used motor vehicle dealers are required to furnish and  
14 keep in force a garage liability policy which would provide coverage for all vehicles  
15 offered for sale or used in any other capacity in demonstrating or utilizing the streets  
16 and roadways in accordance with the financial responsibility laws of this state.  
17 Should the independent used motor vehicle dealers' garage liability insurance  
18 coverage be allowed to lapse or be canceled for any reason, the independent used  
19 motor vehicle dealer license shall be revoked as of the date of cancellation unless  
20 proof of a new policy of insurance is furnished prior to such date.

21 J. Applicants for licensure pursuant to this Part, other than an independent  
22 used motor vehicle dealer's license shall submit evidence that the commission shall  
23 prescribe, documenting that either the applicant or his general manager, office  
24 manager, title clerk, or other responsible representative of the applicant has attended  
25 a four-hour educational seminar or has registered to attend such seminar within sixty  
26 days after issuance of the license.

27 §1270.58. Denial, revocation, or suspension of license; grounds; unauthorized acts

1           A. Except as otherwise provided in this Section, the commission may deny  
2           an application for a license issued pursuant to the provisions of this Chapter for any  
3           of the following reasons:

4                   (1) On satisfactory proof of unfitness of the applicant under the standards  
5                   established by this Part or in rules or regulations adopted and promulgated by the  
6                   commission.

7                   (2) Being convicted of a felony crime.

8                   (3) Any material false statement made by the applicant on any application  
9                   for licensure pursuant to the provisions of this Part.

10                  (4) Where the applicant has, under a previous license, committed a violation  
11                  of any law or rule or regulation adopted and promulgated by the commission.

12                  (5) Where the applicant is an immediate family member of, the former  
13                  employee of, or a former business associate of an independent used motor vehicle  
14                  dealer whose license was previously revoked or suspended by the commission, and  
15                  the applicant intends to operate the same or substantially the same business as  
16                  operated by the revoked licensee, or the revoked licensee will be participating in the  
17                  business with the applicant. As used in this Paragraph, "immediate family" shall  
18                  have the meaning ascribed in R.S. 42:1102.

19           B. The commission may revoke or suspend a license, issue a fine or penalty,  
20           or enjoin an independent used motor vehicle dealer, dealer in used parts or used  
21           accessories of motor vehicles, used motor vehicle auctioneer, or salesperson for any  
22           of the following conduct:

23                   (1) A change of condition after the license has been granted resulting in  
24                   failure to maintain the qualifications for licensure, including but not limited to:

25                           (a) Failure to keep an established place of business.

26                           (b) Failure to furnish or keep in force garage liability insurance on any  
27                           vehicle, except for trailers, offered for sale and otherwise required under the  
28                           financial responsibility laws of this state.

29                           (c) Failure to furnish or keep in force any bond required under this Part.

1           (2) Committing a fraudulent act in selling, purchasing, or dealing in used  
2           motor vehicles or misrepresenting the terms and conditions of a sale, purchase, or  
3           contract for sale or purchase of a used motor vehicle or any interest including an  
4           option to purchase.

5           (3) Engaging in his business in such a manner as to cause injury to the public  
6           or those with whom he is dealing.

7           (4) Knowingly engaging in tampering with, adjusting, altering, changing,  
8           setting back, disconnecting, or failing to connect the odometer of any motor vehicle,  
9           or causing any of the foregoing to occur to an odometer of a used motor vehicle, so  
10          as to reflect a lower mileage than the true mileage driven by the used motor vehicle.  
11          The foregoing shall be applicable to any motor vehicle whether sold wholesale or  
12          retail or whether or not the foregoing occurred within or outside of this state.

13          (5) Employing unlicensed salespersons or other unlicensed persons in  
14          connection with the sale of used motor vehicles.

15          (6) Operating from an unlicensed location.

16          (7) Parking vehicles on any public roadway or right-of-way for the purpose  
17          of displaying vehicles for sale.

18          (8) Failing to deliver any certificate of title to a consumer within the time  
19          limitations prescribed in R.S. 32:705.

20          (9) Failing to submit any monthly sales report to Motor Vehicle Audit by the  
21          twentieth day of the following month.

22          (10) Failing to remit sales tax where the tax has been collected by the  
23          independent used motor vehicle dealer.

24          (11) Leaving the certificate of title open or unassigned to the independent  
25          used motor vehicle dealer.

26          (12) Issuing temporary license plates or temporary dealer's plates in violation  
27          of the law, or failing to properly register the temporary license place.

28          (13) Failing to maintain records for a period of up to three years.

1           (14) Repossessing a vehicle in any manner other than what is allowed by  
2     law.

3           (15) Requiring a consumer to sign and execute a voluntary surrender or other  
4     similar document at the time of the sale of a used motor vehicle.

5           (16) Violating any provision of this Chapter, any rule or regulation adopted  
6     by the commission, or any provision of law relating to a used motor vehicle  
7     transaction between an independent used motor vehicle dealer and a consumer.

8           (17) To resort to or use any false or misleading advertisement in connection  
9     with his business as such independent used motor vehicle dealer or used motor  
10    vehicle salesman and failure to comply with Chapter 7 (Advertising) of Subpart 1 of  
11    Part V of Title 46, comprised of LAC 46:V:701 through 741, of the Louisiana  
12    Administrative Code.

13           (18) Failing to comply with R.S. 32:705.

14           (19) Selling a used motor vehicle either with a waiver of warranties or "as  
15     is" without completing and providing to the purchaser a buyers guide if required by  
16     the Federal Trade Commission.

17           C. The commission shall not deny an application for an independent used  
18     motor vehicle dealership based upon consideration of an existing or anticipated  
19     economic or competitive effect on other licenses in the surrounding community or  
20     territory.

21           D. In the performance of its duties in accordance with this Section, the  
22     commission shall have the authority to obtain from the Department of Public Safety  
23     and Corrections and other governmental agencies information relating to the criminal  
24     records of applicants for licenses pursuant to this Part.

25     §1270.59. Procedures for denial, suspension, or revocation of license; notice;  
26           hearings

27           A.(1) The executive director shall notify in writing each applicant for  
28     licensure of the action taken by the commission on the application.

1           (2) Any applicant who has been denied a license shall be notified of the  
2           grounds for denial as set forth in R.S. 32:1270.58.

3           (3) Within thirty days from receipt of the denial, an applicant whose  
4           application has been denied may request in writing a review of the denial by the  
5           commission.

6           (4) The commission shall hear all denials with reasonable promptness upon  
7           reasonable notice to the applicant.

8           (5) Any applicant who requests a review of the denial of his application shall  
9           provide either written or oral support for his application. Without such support, the  
10          request for review shall be denied.

11          (6) Following the review, the commission shall either affirm or reverse the  
12          denial.

13          (7) The commission's decision to affirm the denial shall be final when  
14          rendered. The applicant may appeal the decision as provided in Subsection C of this  
15          Section.

16          B.(1) Any licensee charged with violating the provisions of this Chapter  
17          shall be entitled to a hearing on the alleged violation.

18          (2)(a) The commission shall serve the licensee with written notice of the  
19          hearing at least twenty calendar days prior to conducting the hearing on the alleged  
20          violation.

21          (b) The commission shall serve the notice of the hearing on the licensee by  
22          certified or registered mail to the address for the licensee as provided on the  
23          licensee's application, by personal physical service on the licensee, or if a dealer, by  
24          service on any one of its employees or by posting notice at the entrance of the  
25          licensed premises where the alleged violation occurred.

26          (c) The notice shall contain the time and place of the hearing, the alleged  
27          violations, the facts in support of the alleged violations, the possible penalty, and the  
28          licensee's rights at the hearing

1           (d) A copy of the notice shall be mailed by certified or registered mail to the  
2           surety on the licensee's bond at the address of the surety as written on the bond.

3           (e) If the licensee is a salesperson, a copy of the notice shall be mailed by  
4           certified or registered mail to the licensed dealer.

5           (f) If the issues alleging a possible violation were first presented to the  
6           commission by a complaint filed with the commission, a copy of the notice shall be  
7           mailed to the complainant by United States mail.

8           (3) Any party to a hearing shall have the right to compel the attendance of  
9           witnesses by requesting the issuance of subpoenas. The commission shall issue any  
10          subpoena requested in writing no later than ten days prior to the hearing. The party  
11          requesting a subpoena be issued shall pay all witness fees in accordance with R.S.  
12          13:3661, as well as the estimated cost to be incurred in the delivery of the subpoenas.  
13          The commission may compel the attendance of its own witnesses by the issuance of  
14          subpoenas.

15          (4) The commission shall consider any pleading filed by the licensee no later  
16          than five days prior to the hearing.

17          (5) The commission shall determine whether the licensee has violated any  
18          of the provisions of this Chapter, any statutes related to the registration of motor  
19          vehicles, including the use of temporary license plates and the collection of sales and  
20          use tax, and any rules and regulations promulgated by the commission.

21          (6)(a) The commission may impose sanctions including the imposition of  
22          restrictions on any license, the revocation or suspension of any license, the  
23          imposition of civil fines, the imposition of restitution or injunction, the assessment  
24          of all costs of the hearing including commission attorney fees, witness fees and  
25          travel expenses and per diem of commissioners, and the requirement that the licensee  
26          attend a four-hour educational seminar within three months of the hearing decision.  
27          The commission may also enter into stipulations.

1           (b) The commission findings and orders shall be reduced to writing and  
2           served on the licensee in any manner consistent with the service provided for in  
3           Subparagraph (B)(2)(b) of this Section.

4           (c) The commission decisions revoking or suspending a license or enjoining  
5           a licensee shall be final and enforceable when rendered.

6           (d) The commission decisions imposing a civil penalty shall become payable  
7           thirty days from the date the order is served on the licensee.

8           C.(1) Appeals of any decision denying a license or revoking or suspending  
9           a license shall not constitute a stay of the decision of the commission.

10           (2) Appeals of any decision of the commission shall be heard in accordance  
11           with the Administrative Procedure Act.

12           §1270.60. Injunctions; cease and desist orders

13           A. The commission is hereby authorized without cost, bond, or deposit to  
14           institute injunctive actions in courts of competent jurisdiction in the name of the state  
15           on the relation of the commission to enforce the provisions of this Chapter.

16           B. Any licensee or other person who violates or threatens to violate any  
17           provision of this Chapter or rule or regulation promulgated thereunder may be  
18           enjoined from committing or continuing the violation or engaging in any business  
19           for which a license has been issued in accordance with this Chapter. In addition to  
20           any other proper venue, the parish of East Baton Rouge shall constitute a proper  
21           venue for the institution by the commission of judicial actions authorized under this  
22           Chapter.

23           C. All costs, including reasonable attorney fees set by the court incurred by  
24           the commission, shall be borne by the person or licensee who has been so enjoined.

25           D.(1) If it appears to the commission at any time that a person is violating  
26           the provisions of this Chapter or any rule or order of the commission issued pursuant  
27           to this Chapter, it shall notify the person engaged in such conduct to appear and show  
28           cause why a cease and desist order should not be issued prohibiting the proscribed



1 conduct. An interlocutory cease and desist order may be granted with or without  
2 bond or other undertaking if one or all of the following conditions exist:

3 (a) Such an order is necessary to the performance of the duties delegated to  
4 the commission by this Chapter or is otherwise necessary or convenient to  
5 maintaining the status quo between two or more adverse parties before the  
6 commission.

7 (b) A party before the commission is entitled to relief demanded of the  
8 commission, and all or part of the relief requires the restraint of some act prejudicial  
9 to the party.

10 (c) A person is performing or is about to perform or is procuring or allowing  
11 the performance of an act relating to the subject of a contested case pending before  
12 the commission, and the act would tend to render the commission's order in that case  
13 ineffectual.

14 (d) Substantial injury to the rights of a person subject to the commission's  
15 jurisdiction is threatened irrespective of any remedy at law.

16 (2) Interlocutory cease and desist orders shall remain in effect until vacated  
17 or until incorporated into a final commission order. Permanent cease and desist  
18 orders may be issued without regard to the enumerations in Paragraph (1) of this  
19 Subsection, but only in accordance with the provisions of his Chapter pertaining to  
20 the issuance of final commission orders.

21 (3) Appeal of any interlocutory cease and desist order shall be made to the  
22 commission prior to seeking judicial review under the provisions of this Chapter.  
23 Appeal of a permanent cease and desist order shall be conducted pursuant to the  
24 provisions of this Chapter pertaining to judicial review of final orders.

25 §1270.61. Criminal penalties

26 Any person required to be licensed pursuant to the provisions of this Chapter  
27 who commits a violation of this Chapter shall, upon conviction, be fined not less than  
28 five hundred dollars nor more than one thousand dollars. Each day that a person  
29 violates a provision of this Chapter shall constitute a separate offense.

1        §1270.62. Civil penalties

2                A. If the commission determines that any person licensed pursuant to this  
3        Chapter is guilty of a violation of any of the provisions of this Chapter or the rules  
4        and regulations of the commission, the person's license may be suspended or revoked  
5        or a civil penalty may be imposed by the commission.

6                B. The commission may also impose a civil penalty against any person who  
7        is determined by the commission to have violated any of the provisions of this  
8        Chapter or the rules and regulations of the commission in the following manner:

9                (1) No civil penalty imposed for the violation of the provisions of this  
10        Chapter or the rules and regulations of the commission shall exceed two thousand  
11        dollars for each day the violation continues.

12                (2) On a second or subsequent violation, no civil penalty imposed shall  
13        exceed three thousand dollars for each day the second or subsequent violation  
14        continues. In order to constitute a second or subsequent violation there must occur  
15        a lapse of at least one day following the first or previous violation.

16                C. The commission may assess restitution against the dealer in favor of the  
17        consumer in the following manner:

18                (1) Restitution may only be assessed if the dealer agrees by stipulation to the  
19        violation or violations and the amount of restitution, or if, after a hearing on the  
20        violations, the commission finds that the dealer has committed violations of this  
21        Chapter.

22                (2) Restitution may only be assessed for the actual loss suffered by the  
23        consumer based on reliable proof provided by the consumer of that loss.

24        §1270.63. Rent with option-to-purchase program

25                A. All rental purchase agreements shall:

26                (1) Be made in clear and conspicuous language.

27                (2) Be in writing, a copy of which shall be delivered to the rental consumer.

28                (3) Have a condition report which sets forth in detail the physical condition  
29        and appearance of the vehicle prior to rental which shall be completed and signed by

1        both the rental consumer and an authorized representative of the rental-to-own dealer  
2        and promptly delivered to the rental consumer.

3                (4) Have provisions substantially equivalent to the following:

4                (a) Description of the vehicle rented, including the year, make, model,  
5        vehicle identification number, color, and odometer reading.

6                (b) Itemization of all costs relative to detail, delivery, or destination of the  
7        vehicle, which shall not exceed the sum of one hundred fifty dollars.

8                (c) Itemization of the processing fee charged by the rental-to-own dealer, if  
9        any, which shall not exceed the sum of one hundred fifty dollars.

10               (d) The amount of the security deposit required by the rental-to-own dealer  
11        and the conditions under which the security deposit shall be refundable or  
12        nonrefundable; however, no security deposit shall exceed the rental-to-own dealer's  
13        documented cost of the vehicle.

14               (e) Statement that the rental-to-own dealer cannot add repair costs to the  
15        rental purchase agreement. Further, that the rental-to-own dealer shall warrant the  
16        power train of the motor vehicle for any defects which existed at the time of sale for  
17        a period of thirty days or one thousand miles, whichever is the lesser.

18               (f) Offer to the rental consumer the right to secure a warranty, if one is  
19        available, for the used motor vehicle and the price of the warranty, and the cost of  
20        any deductible under the warranty.

21               (g) The total amount of payments due, the number of total periodic  
22        payments, and the amount of each periodic payment.

23               (h) Whether the title transfer and licensing fees are included in the payments  
24        charged at consummation by the rental-to-own dealer or are to be considered  
25        additional charges.

26               (i) Whether a late payment is due from the rental consumer after a certain  
27        date selected for periodic payment, the amount of which payment shall not exceed  
28        the sum of fifty dollars or ten percent of the monthly payment price, whichever is  
29        less.

1           (j) Whether a reinstatement fee shall be required in the event that the rental  
2           consumer fails to make timely rental payments and desires to reinstate the rental  
3           purchase agreement, which reinstatement fee shall not exceed the sum of fifty dollars  
4           plus any legitimate recovery fees or expenses.

5           (k) Whether the rental consumer is liable for loss or damage to the rental  
6           property and, if so, the maximum amount for which the rental consumer may be  
7           liable.

8           (l) The rights of the rental consumer to terminate the rental purchase  
9           agreement and the consequences of the termination, if any.

10          (m) The maintenance and repair of the rental during the rental term and  
11          whether the rental consumer is responsible for the repairs absent the purchase of a  
12          warranty.

13          (n) Whether the rental consumer is required to secure automobile liability  
14          insurance from a licensed insurance agent in this state, and the minimum limits  
15          required by the rental-to-own dealer for both bodily injury and property damage,  
16          which in any event shall not be less than minimum limits required by state law.

17          (o) When a rental-to-own consumer is in default on his rental purchase  
18          agreement, the rental-to-own dealer will mail a notice of default to the rental  
19          consumer, provided there is proof of mailing giving the consumer five days to bring  
20          the account current.

21          (p) When the rental-to-own consumer returns the vehicle that the rent-to-own  
22          dealer shall do a condition report at the time of the vehicle's return which sets forth  
23          the physical condition and appearance of the vehicle and which shall be completed  
24          and signed by an authorized representative of the rental-to-own dealer and the rental  
25          consumer and promptly delivered to the rental consumer.

26                B. A rental purchase agreement shall not contain any of the following:

27                (1) Requiring a confession of judgment.

28                (2) Authorizing a rental-to-own dealer or an agent of the rental-to-own dealer  
29                to commit a breach of the peace in the repossession of rental property or to take

1        repossession of the rental property in any manner other than what is permitted in R.S.  
2        14:220.

3                C. Each rental-to-own dealer shall maintain a contingent automobile liability  
4        policy of insurance with minimum limits of one hundred thousand dollars per  
5        occurrence, three hundred thousand dollars aggregate, and fifty thousand dollars in  
6        property damage. It shall not be sufficient for any rental-to-own dealer to share in  
7        a policy of insurance, which could, under any circumstance, create a limit of less  
8        than that set forth herein. The policy may be surplus lines insurance as defined in  
9        R.S. 22:46.

10               D. An independent used motor vehicle dealer shall not rent with an option  
11        to purchase a used motor vehicle that has a recorded lien on file. The lien shall be  
12        removed through the office of motor vehicles prior to placing the used motor vehicle  
13        in the rental program. An independent used motor vehicle dealer shall only rent with  
14        an option-to-purchase vehicle which shall be properly titled in the name of the  
15        independent used motor vehicle dealer.

16               §1270.64. Wholesale motor vehicle auctions; unlawful acts

17               A. It shall be unlawful and constitute a violation of this Chapter for any  
18        wholesale motor vehicle auction to:

19               (1) Fail to comply with the licensing requirements of this Chapter.

20               (2) Fail to comply with any provision of this Chapter, any provision relating  
21        to the proper disposition of license tags or registrations, transfers of title, or payment  
22        of sales taxes in connection with the purchase or sale of any new or used motor  
23        vehicle, or with any rule or regulation adopted and promulgated by the commission  
24        pursuant to the authority vested in it by this Chapter.

25               (3) Permit any person other than a licensed dealer or a person who holds a  
26        current authorization to bid for a licensed dealer, to bid, offer to bid, participate in  
27        the bid process, purchase, or offer to purchase a used motor vehicle placed up for bid  
28        at the auction.

1           (4) Accept cash for a sale from anyone other than a licensed dealer or his  
2           agent.

3           (5) Permit any person other than a mechanic or technical expert to  
4           accompany a licensed dealer to inspect used motor vehicles prior to the vehicle being  
5           placed up for bid at the auction.

6           (6) Fail to disclose that a sale took place off the block or out of the auction  
7           ring by providing red-stamped verification on the auction bill of sale or invoice, with  
8           the lettering on the stamp to be no less than half-inch print size.

9           (7) Fail to implement, within six months, following the effective date of this  
10          Section, an audio video recording system which will properly verify sales occurring  
11          in the lanes at the auction and fail to maintain those video recordings for at least  
12          thirty days following the sale.

13          (8) Fail to use an industry-recognized damage classification system for all  
14          vehicles sold at auction.

15          (9) Engage in fraudulent activity in the auction process.

16          B. Any violation of this Section shall constitute grounds for suspension,  
17          revocation, or refusal to issue or renew any license or permit issued by the  
18          commission.

19          C. Any licensee who violates any of the provisions of this Section may be  
20          subject to an injunction and fines and penalties provided in this Chapter.

21          §1270.65. Educational seminars; authority; initial license application seminar;  
22          renewal application seminar; exceptions

23          A. The commission may do all of the following:

24          (1) Require both initial applicants and licensees seeking a renewal of their  
25          licenses, pursuant to this Chapter, to attend educational seminars.

26          (2) Promulgate and adopt any rule for establishing educational seminar  
27          curriculum, requiring certain materials to be used, employing any person, and  
28          incurring any expense necessary to administer the seminars.

1           (3) Require seminar attendees to complete a test comprised of ten questions  
2           approved by the commission and to obtain a minimum score of seventy percent in  
3           order to receive credit for satisfactory completion of the seminar.

4           (4) Require that an initial license application seminar shall not exceed six  
5           hours in length and require that a renewal application seminar shall not exceed four  
6           hours in length.

7           (5) Approve and create a uniform certificate to be issued upon satisfactory  
8           completion of an educational seminar.

9           B. Each initial license application shall be accompanied by a certificate  
10          issued by the commission, as described in Subsection D of this Section, documenting  
11          that a minimum of one owner, partner, officer, or local dealership manager of the  
12          independent used motor vehicle dealer applicant has completed an educational  
13          seminar. For each initial license application seminar, the seminar shall include  
14          materials from the Department of Public Safety and Corrections, office of motor  
15          vehicles, the Department of Revenue, and any other information the commission  
16          deems necessary to educate attendees and their employees regarding compliance  
17          with the law.

18          C. Each licensee seeking to renew his license shall certify that the owner,  
19          partner, officer, or local dealership manager of the independent used motor vehicle  
20          dealer has completed an educational seminar prior to filing the renewal application  
21          with the commission. Any renewal application and seminar certification shall be  
22          completed during the license period.

23          D.(1) The commission may approve any educational institution, private  
24          vocational school, correspondence school, or trade association that meets its  
25          requirements to conduct educational seminars as required by this Section.

26          (2) Any educational institution, private vocational school, correspondence  
27          school, or trade association approved pursuant to Paragraph (1) of this Subsection  
28          shall be reapproved by the commission every two years.

1           (3) Any educational institution, private vocational school, correspondence  
2           school, or trade association administering an educational seminar shall issue the  
3           uniform certificate of completion approved by the commission as required by  
4           Subsection A of this Section upon an attendee's satisfactory completion of the  
5           seminar.

6           E. Failure to satisfactorily complete an educational seminar as required by  
7           this Section is considered a violation of this Chapter.

8           F. Notwithstanding any other provision of this Section, this Section shall not  
9           apply to any licensee who does not sell or rent used motor vehicles to consumers.

10          §1270.66. Deposit and down payment disclosure and delivery of vehicle pending  
11           the sale

12           A. In every transaction between an independent used motor vehicle dealer  
13           and a customer in which the customer provides a deposit on a used motor vehicle,  
14           the independent used motor vehicle dealer is required to provide a statement that the  
15           deposit given is on an agreement to purchase, and not an actual sale. The agreement  
16           shall clearly state that no transaction has actually occurred, that no sales documents  
17           have been completed, and that the deposit is merely intended as a hold on a vehicle.

18           B. In every transaction between an independent used motor vehicle dealer  
19           and a customer in which the customer provides a down payment for the purchase of  
20           a used motor vehicle, the independent used motor vehicle dealer is required to  
21           provide, either on the bill of sale, or by separate agreement, a statement that the sale  
22           is conditioned upon certain identifiable events, such as financing or obtaining  
23           state-mandated compulsory automobile insurance.

24           C. In every transaction between an independent used motor vehicle dealer  
25           and a customer in which the customer provides either a down payment or a deposit  
26           for the purchase of a used motor vehicle, the independent used motor vehicle dealer  
27           shall complete a disclosure statement containing the terms and conditions of the  
28           transaction, including but not limited to the following:

29           (1) The amount of the deposit or down payment.



1                   (2) Whether the money given is either a deposit or down payment.

2                   (3) Terms and conditions for return or forfeiture of the customer's deposit or  
3                   down payment.

4                   (4) A time limit in which to complete the transaction not to exceed twenty  
5                   days.

6                   (5) A complete description of the motor vehicle to be sold including the  
7                   make, model, year, and any identification and serial numbers.

8                   (6) The price of the vehicle and a description of the vehicle including the  
9                   make, model, year, identification, and serial number and its condition.

10                  (7) The amount of the trade-in allowance and a description of the trade-in  
11                  vehicle including the make, model, year, identification, and serial number and its  
12                  condition.

13                  D. If the independent used motor vehicle dealer allows the customer to take  
14                  delivery on a vehicle which is the subject of either a deposit or a down payment, a  
15                  pre-delivery sale disclosure statement from the independent used motor vehicle  
16                  dealer and the customer shall include the following:

17                   (1) A condition report which clearly identifies any noticeable damage to the  
18                   vehicle before it is released to the customer.

19                   (2) A statement that if the independent used motor vehicle dealer withdraws  
20                   from the agreement to purchase, the customer will be responsible only for damages  
21                   beyond normal wear and tear occurring during the customer's use of the vehicle, the  
22                   amount of which may be deducted from the deposit or down payment.

23                   (3) A statement that if the customer withdraws from the agreement to  
24                   purchase, the customer shall be responsible not only for damages occurring during  
25                   the customer's use of the vehicle but also for usage of the vehicle at a day rate not to  
26                   exceed twenty-five dollars per day and thirty-five cents per mile, which may be  
27                   deducted from the deposit or down payment. A customer shall be considered as  
28                   having withdrawn from the agreement if the customer intentionally provided false

1 or fraudulent information to the independent used motor vehicle dealer in connection  
2 with the transaction.

3 (4) A statement that if the customer either withdraws from the agreement to  
4 purchase or fails to return the vehicle at the expiration of the term of the agreement,  
5 the independent used motor vehicle dealer may seek repossession of the vehicle by  
6 any lawful means.

7 (5) A statement that if the independent used motor vehicle dealer withdraws  
8 from the agreement to purchase that the independent used motor vehicle dealer must  
9 give written notice, by certified or registered mail, to the customer at least five days  
10 prior to taking repossession of the vehicle which may be done by any lawful means,  
11 and only upon return of the deposit in accordance with this Section.

12 E. It shall be unlawful and constitute a violation of this Chapter for any  
13 independent used motor vehicle dealer to fail to follow any of the provisions of this  
14 Section.

15 PART III. DISMANTLERS AND PARTS RECYCLERS; MOTOR VEHICLE  
16 CRUSHERS; SCRAPPED MOTOR VEHICLE DEALERS

17 §1270.67. License required; application; fee; duration

18 A. It shall be unlawful and shall constitute a violation for any person to  
19 engage in business in whole or in part as, or serve in the capacity of, or act as an  
20 automotive dismantler and parts recycler, automotive dismantler and parts recycler  
21 salesperson, or motor vehicle crusher in this state without first obtaining a license  
22 therefor from the commission.

23 B. Any person engaging, acting, or serving in more than one of the capacities  
24 or having more than one place where the business is carried on or conducted shall  
25 be required to obtain and hold a current license for each thereof in which he, it, or  
26 they shall engage.

27 C. Each person desiring to engage in the business of a dismantler and parts  
28 recycler, dismantler and parts recycler salesperson, or motor vehicle crusher shall  
29 apply in writing, on a form to be prescribed by the commission, which shall contain:

- 1           (1) The name of the applicant.
- 2           (2) The street address of applicant's principal place of business.
- 3           (3) The type of business organization of applicant.
- 4           (4) The applicant's financial standing.
- 5           (5) The applicant's business integrity.
- 6           (6) Whether the applicant has an established place of business and is  
7 engaged in the pursuit, avocation, or business for which a license or licenses are  
8 applied.
- 9           (7) Whether the applicant is able to properly conduct the business for which  
10 a license or licenses are applied.
- 11           (8) Any additional information as may be required by the commission.
- 12           D. In addition to the items required to be submitted by applicants for  
13 licensure pursuant to this Section, applicants shall also submit such evidence as the  
14 commission shall prescribe, documenting that either the applicant or his general  
15 manager, office manager, title clerk, or other responsible representative of the  
16 applicant has attended a four-hour educational seminar or has registered to attend  
17 such seminar within sixty days after issuance of the license.
- 18           E. All licenses issued under the provisions of this Part shall expire on the  
19 date indicated on the license and shall be nontransferable.
- 20           F. All applications for renewal of licenses hereunder shall be submitted on  
21 or before sixty days prior to the expiration date indicated on the license. If  
22 application has not been made for renewal of licenses, such licenses shall expire on  
23 the expiration date indicated on the license, and it shall be a violation of this Part for  
24 any person to represent himself and act thereafter in the capacity and business for  
25 which he was formerly licensed hereunder.
- 26           G. A change of location, a change in corporate ownership or majority  
27 ownership, or a change in the name of a licensee shall require a new license and  
28 application therefor.

1           J. Any licensee ceasing to maintain its business shall surrender the license  
2           to the commission within ten days and any failure to do so shall constitute a violation  
3           of this Chapter.

4           K. The commission is authorized to adopt rules to implement the provisions  
5           of this Section.

6           §1270.68. Other licenses not required

7           A licensed dismantler and parts recycler shall not be required to obtain a  
8           separate license as an independent used motor vehicle dealer, an automobile  
9           accessory dealer, an automobile garage or shop, or a storage garage or yard to engage  
10          in the business of a dismantler and parts recycler as set forth herein.

11          §1270.69. Denial, revocation, or suspension of license; grounds; violations

12           A. Except as otherwise provided in this Section, the commission may deny  
13           an application for a license or revoke, or suspend a license after it has been granted  
14           for any of the following reasons:

15           (1) On satisfactory proof of unfitness of the applicant or the licensee, as the  
16           case may be, under the standards established by this Part.

17           (2) For fraudulent practices or any material misstatement made by an  
18           applicant in any application for license under the provisions of this Part.

19           (3) For any willful failure to comply with any provisions of this Part, any  
20           provision relating to the proper disposition of certificates of title or permits to  
21           dismantle in connection with the purchase or sale of any motor vehicle, or with any  
22           rule or regulation adopted and promulgated by the commission under authority  
23           vested in it by this Part.

24           (4) Change of condition after license is granted resulting in failure to  
25           maintain the qualifications for licensure.

26           (5) Continued or flagrant violation of any of the rules or regulations of the  
27           commission.

28           (6) Being a dismantler and parts recycler, dismantler and parts recycler  
29           salesperson, or motor vehicle crusher who:

1           (a) Resorts to or uses any false or misleading advertising in connection with  
2           his business.

3           (b) Has committed any unlawful act which resulted in the revocation of any  
4           similar license in another state.

5           (c) Has been convicted of a crime involving moral turpitude.

6           (d) Has committed a fraudulent act in selling, purchasing, or otherwise  
7           dealing in motor vehicles or motor vehicle parts, or has misrepresented the terms and  
8           conditions of a sale, purchase, or contract for sale or purchase of used motor vehicle  
9           parts, motor vehicles, or any interest therein including an option to purchase such  
10          motor vehicles.

11          (e) Has engaged in his business under a past or present license issued  
12          pursuant to this Part or in any other course of conduct in such a manner as to cause  
13          injury to the public or to those with whom he is dealing.

14          (f) Has failed to meet or maintain the conditions and requirements necessary  
15          to qualify for the issuance of a license.

16          (g) Has failed or refused to furnish and keep in force any bond required  
17          under this Part.

18          (h) Has knowingly engaged in tampering with, adjusting, altering, changing,  
19          setting back, disconnecting, or failing to connect the odometer of any motor vehicle,  
20          or causing any of the foregoing to occur in an odometer of a motor vehicle, so as to  
21          reflect a lower mileage than the true mileage driven by the motor vehicle. The  
22          foregoing shall be applicable to any motor vehicle whether sold wholesale or retail  
23          or whether or not the foregoing occurred within or outside of this state.

24          (7) Being a dismantler and parts recycler or crusher who:

25               (a) Does not have an established place of business.

26               (b) Is not operating from the address shown on his license if this change has  
27               not been reported to the commission.

28               (c) Employs unlicensed salespersons or other unlicensed persons in  
29               connection with the sales of used motor vehicle parts.

1           B. The commission shall not deny an application for a license or revoke or  
2           suspend a license based upon consideration of an existing or anticipated economic  
3           or competitive effect on other licensees in the surrounding community or territory.

4           C. Each of the reasons listed in Subsection A of this Section that are grounds  
5           for suspension, revocation, or denial of issuance or renewal of license shall also  
6           constitute a violation of this Part, unless the person involved has been tried and  
7           acquitted of the offense constituting such grounds.

8           D. The suspension, revocation, or refusal to issue or renew a license or the  
9           imposition of any other penalty by the commission shall be in addition to any penalty  
10          which might be imposed upon any licensee upon a conviction at law for any  
11          violation of this Part.

12          E. In the performance of its duties in accordance with this Section, the  
13          commission shall have the authority to obtain from the Department of Public Safety  
14          and Corrections and other governmental agencies information relating to the criminal  
15          records of applicants for licensure pursuant to this Part.

16          §1270.70. Requirement to keep records

17          A. Each independent used motor vehicle dealer, dismantler and parts  
18          recycler, motor vehicle crusher, and scrap metal processor shall keep a register of all  
19          purchases and sales of motor vehicles for three years from the date of purchase or  
20          sale indicating the make, model, year, body style, vehicle identification number,  
21          odometer reading, and name and address of the purchaser and sellers, provided that  
22          any person, firm, or corporation purchasing a motor vehicle from a licensee of this  
23          commission is exempted from the requirement of keeping records on such purchases  
24          as are required in this Section. Scrap metal processors shall provide the information  
25          concerning the vehicle purchased, as required in this Section, only to the extent the  
26          information is readily available or ascertainable from the motor vehicle itself, as  
27          determined by the scrap metal processor.

28          B. Such registers and any vehicles or parts of vehicles still in the possession  
29          of the independent used motor vehicle dealer or dismantler and parts recycler, motor

1 vehicle crusher, and scrap metal processor shall be made available for inspection to  
2 identified representatives of the commission and to identified law enforcement  
3 officers of the state, parish, and municipality during reasonable business hours on  
4 business days.

5 §1270.71. Transfer of motor vehicle certificate of title to or from a dismantler and  
6 parts recycler; transfers of scrapped motor vehicles

7 A. In all transfers of motor vehicles at wholesale as authorized herein, a  
8 dismantler and parts recycler, duly licensed hereunder, shall have the authority to  
9 transfer the certificates of title to such motor vehicles as a dealer under the Louisiana  
10 Certificate of Title Law.

11 B. Unless transferred by a dismantler and parts recycler or motor vehicle  
12 crusher licensed by this commission, all transfers of motor vehicles shall be  
13 accompanied by the delivery of possession of the certificate of title, a permit to sell,  
14 or the permit to dismantle the motor vehicle, as required under R.S. 32:716 or 717,  
15 whichever is applicable, by the transferor to the transferee thereof.

16 C. No motor vehicle crusher or scrap metal processor acquiring a motor  
17 vehicle from any person who is not licensed under the provisions of this Part as a  
18 dismantler and parts recycler or as a motor vehicle crusher shall crush, compact,  
19 demolish, shred, or otherwise recycle for scrap such motor vehicle until after  
20 applying with the Department of Public Safety and Corrections, office of motor  
21 vehicles, for a permit to dismantle the motor vehicle for scrap in accordance with the  
22 applicable provisions and procedures set forth in R.S. 32:716 or 717, unless a permit  
23 to dismantle or a permit to sell such motor vehicle has previously been issued to the  
24 seller and transferred to the purchaser of the motor vehicle.

25 D. A scrap metal processor, upon receiving a copy of the license from an  
26 independent used motor vehicle dealer, dismantler and parts recycler, or motor  
27 vehicle crusher, shall be authorized to rely on the validity of the license for the term  
28 of the license unless and until the scrap metal processor receives actual written notice  
29 from the commission that the license has been revoked or suspended.

1        §1270.72. Salvage pools; record keepers

2                A.(1) The owner, manager, employee, or person in charge of a salvage pool  
3        or salvage disposal sale shall keep a register of all sales of motor vehicles for three  
4        years from the date of sale, showing the make, model, year, body style, vehicle  
5        identification number, odometer reading, and the name and address of the seller and  
6        buyer. The register shall be made available when requested by the commission  
7        within a reasonable period of time.

8                (2) The register shall be made available for inspection by identified law  
9        enforcement officers of the state, parish, or municipality or agents of the commission  
10       at the salvage pool or salvage disposal sale business location during regular business  
11       hours on business days.

12               B. In the event a bid card is not required in order to purchase a vehicle, a  
13       transaction fee of five dollars shall be collected and remitted monthly, electronically  
14       or otherwise, and transmitted to the commission by the owner or operator of the  
15       salvage pool in connection with the sale of each vehicle.

16       CHAPTER ~~6-A~~ 6-B. LOUISIANA VEHICLE PROTECTION PRODUCT ACT

17                                \*       \*       \*

18       §1274. License and filing requirements; licensing fees

19                                \*       \*       \*

20               B. Warrantor ~~registration records~~ renewal applications shall be filed annually  
21       and shall be updated within thirty days of any change. The ~~registration records~~ initial  
22       or renewal application shall contain the following information:

23                                \*       \*       \*

24               C. If a ~~registrant~~ licensee fails to ~~register~~ apply by the renewal deadline, the  
25       executive director shall give him written notice of the failure and the registrant will  
26       have thirty days from mailing of the notice to complete the renewal of his  
27       registration before he is suspended from being registered in this state.

28               D. An administrator or person who sells or solicits a sale of a vehicle  
29       protection product but who is not a warrantor shall not be required to ~~register~~ obtain



1 a license as a warrantor or be licensed under the insurance laws of this state to sell  
2 vehicle protection products.

3 E.(1) ~~The licensing fee for a warrantor for each calendar year or part thereof~~  
4 ~~shall not exceed five hundred dollars as fixed by the commission.~~

5 ~~(2) All licensing fees collected under the provisions of this Section shall be~~  
6 ~~paid to the commission, shall be nonrefundable, and shall be used for the~~  
7 ~~administration of this Chapter by the commission.~~

8 ~~(3) Upon approval of an application and the payment of a fee, the~~  
9 ~~commission shall issue a license to the applicant to engage in business as a warrantor~~  
10 ~~under and in accordance with the provisions of Chapter 6 of this Title and this~~  
11 ~~Chapter for a period which shall expire the last day of December following the date~~  
12 ~~of issuance. ~~Such~~ The license shall not be transferable or assignable.~~

13 Section 2. R.S. 36:4.1(C)(13) through (15) are hereby amended and reenacted to read  
14 as follows:

15 §4.1. Agencies transferred from Louisiana Economic Development to the office of  
16 the governor; agencies placed within the office of the governor

17 \* \* \*

18 C. The following agencies are hereby transferred to and shall be placed  
19 within the office of the governor and shall perform and exercise their powers, duties,  
20 functions, and responsibilities as provided in R.S. 36:803:

21 \* \* \*

22 ~~(13) Louisiana Used Motor Vehicle Commission (R.S. 32:781 et seq.).~~

23 ~~(14)~~ (13) Louisiana State Polygraph Board (R.S. 37:2831 et seq.),  
24 notwithstanding the provisions of Chapter 36-A of Title 37 of the Louisiana Revised  
25 Statutes of 1950 to the contrary.

26 ~~(15)~~ (14) Louisiana State Board of Cosmetology (R.S. 37:561 et seq.).

27 \* \* \*

28 Section 3. R.S. 37:1892(3), 1893(C)(4)(a) and (d) and (D), and 1894 are hereby  
29 amended and reenacted to read as follows:

1 §1892. Definitions

2 For purposes of this Part, the following words have the following meanings:

3 \* \* \*

4 (3) "Commission" means the Louisiana ~~Used~~ Motor Vehicle Commission.

5 \* \* \*

6 §1893. License required; application

7 \* \* \*

8 C.

9 \* \* \*

10 (4)(a) Upon submission of an application, an applicant shall pay all  
11 applicable fees in accordance with ~~R.S. 32:791(D)~~ R.S. 32:1255. ~~If an application~~  
12 ~~is denied and the license is not issued, the commission shall return all licensing fees~~  
13 ~~to the applicant.~~ All fees shall be nonrefundable.

14 \* \* \*

15 (d) Any licensee that changes its name, mailing address, or ownership shall  
16 notify the commission within ten calendar days of the change. Failure to timely  
17 notify the commission of a change of name, mailing address, or ownership shall be  
18 in violation of this Part. A change of location, a change in corporate ownership or  
19 majority ownership, or a change in the name of a catalytic converter dealer licensed  
20 by the commission shall require a new license and application.

21 \* \* \*

22 D. The commission shall specify the location of the place of business on each  
23 license issued. ~~If the business location is changed, the commission shall be notified~~  
24 ~~immediately of the change and the commission may endorse the change of location~~  
25 ~~on the license without charge.~~ The license shall be posted in a conspicuous place in  
26 each place of business.

27 \* \* \*

28 §1894. Exceptions

29 The provisions of this Part shall not apply to ~~either of the following:~~

- 1           ~~(1) A dealer licensed by the Louisiana Motor Vehicle Commission.~~
- 2           ~~(2) A~~ a person possessing not more than the used detached catalytic
- 3 converters from one vehicle owned by the person.

4   \*       \*       \*

5           Section 4. R.S. 32:781 through 808 and 1252(9), (61), (63), (65), (66), (68), (71),

6 and (72) are hereby repealed in their entirety.

7           Section 5. The Louisiana State Law Institute is hereby directed to make technical

8 changes to statutory laws as necessary to reflect the succession of the Louisiana Used Motor

9 Vehicle Commission by the Louisiana Motor Vehicle Commission as provided in this Act

10 including but not limited to arranging in alphabetical order and renumbering the definitions

11 provided in R.S. 32:1252.

12           Section 6. This Act shall become effective upon signature by the governor or, if not

13 signed by the governor, upon expiration of the time for bills to become law without signature

14 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If

15 vetoed by the governor and subsequently approved by the legislature, this Act shall become

16 effective on the day following such approval.

17           Section 7. This Section, Section 1, 2, 3, and 4, shall be implemented on July 1, 2025.

18 If this Act is vetoed by the governor and subsequently approved by the legislature, this

19 Sections, 1, 2., 3, and 4 shall become effective on July 1, 2025, or on the day following such

20 approval by the legislature, whichever is later.

21           Section 8.~~(A)~~The Louisiana Used Motor Vehicle Commission and the Louisiana

22 Motor Vehicle Commission shall take all necessary actions prior to July 1, 2025, including

23 but not limited to amending, adopting, and repealing administrative rules,as are necessary

24 to implement the provisions of this Act.

25           (B) Transfer of duties and functions. On the effective date of this Section, the

26 Louisiana Used Motor Vehicle Commission shall be abolished and its duties and functions

27 shall be transferred to the Louisiana Motor Vehicle Commission as provided in this Act. All

28 unfinished business, references in laws and documents, employees, property, obligations, and

**CODING:** Words in ~~struck through~~ type are deletions from existing law; words underscored are additions.

1 books and records heretofore under the control of the Louisiana Motor Vehicle Commission  
2 shall be transferred as provided in this Section.

3 (C) Unfinished business. Upon the transfer of duties and functions as provided in this  
4 Section, any pending or unfinished business of the Louisiana Used Motor Vehicle  
5 Commission shall be taken over and completed by the Louisiana Motor Vehicle  
6 Commission. The Louisiana Motor Vehicle Commission shall be the successor in every way  
7 to the Louisiana Used Motor Vehicle Commission.

8 (D) References in laws and documents. Wherever the Louisiana Used Motor Vehicle  
9 Commission is referred to or designated by the constitution or by any law or contract or  
10 other document, after the effective date of the abolition of that board as provided in this  
11 Section such reference or designation shall be considered to apply to the Louisiana Motor  
12 Vehicle Commission.

13 (E) Legal proceedings and documents continued. Any legal proceeding to which the  
14 Louisiana Used Motor Vehicle Commission is a party and which is filed, initiated, or  
15 pending before any court on the effective date of this Section, and all documents involved  
16 in or affected by such legal proceeding, shall retain their effectiveness and shall be continued  
17 in the name of the Louisiana Motor Vehicle Commission. All further legal proceedings and  
18 documents in the continuation, disposition, and enforcement of such legal proceedings shall  
19 be in the name of the Louisiana Motor Vehicle Commission, and the Louisiana Motor  
20 Vehicle Commission shall be substituted for the party to which it is the successor without  
21 the necessity for amendment of any document to substitute the name of that board or the  
22 name or title of any office, official, employee, or other agent or representative of the board.  
23 Any legal proceeding and all documents involved in or affected by such legal proceeding,  
24 which proceeding has been continued in the name of the Louisiana Used Motor Vehicle  
25 Commission, shall retain their effectiveness, and those provisions of this Section requiring  
26 that the continuation, disposition, and enforcement of a legal proceeding and documents  
27 related thereto shall be in the name of the party to which the Louisiana Motor Vehicle  
28 Commission is the successor shall not affect their validity.

29 (F)(1) Protection of obligations; federal assistance. All obligations of the Louisiana

1 Used Motor Vehicle Commission hereafter shall be considered to be the obligations of the  
2 Louisiana Motor Vehicle Commission to the same extent as if originally made by the  
3 Louisiana Motor Vehicle Commission and the same are hereby ratified. In like manner, and  
4 in order to prevent any violation of the provisions, terms, or conditions of any gift, donation,  
5 deed, will, trust, or other instrument or disposition by which property vested in the Louisiana  
6 Motor Vehicle Commission by this Act was previously vested in the Louisiana Used Motor  
7 Vehicle Commission or diversion from the purposes for which such property was so vested,  
8 it is hereby specifically provided that each such instrument or disposition hereafter shall be  
9 considered to have vested such property in the Louisiana Motor Vehicle Commission in the  
10 same manner and to the same extent as if originally so done.

11 (2) The Louisiana Motor Vehicle Commission shall be the successor in every way  
12 to the Louisiana Used Motor Vehicle Commission, including with respect to obligations and  
13 debts of the Louisiana Used Motor Vehicle Commission. All dedications and allocations of  
14 revenues and sources of revenues heretofore made shall continue in the same manner, to the  
15 same extent, and for the same purposes as were provided prior to the enactment of this Act,  
16 unless and until other provision is made for such dedications and allocations.

17 (3) This Act shall not be construed or applied in any way which will prevent full  
18 compliance by the state, or any department, office, or agency thereof, with the requirements  
19 of any act of the Congress of the United States or any regulation made thereunder by which  
20 federal aid or other federal assistance has been or hereafter is made available to this state,  
21 or any department, office, agency, or subdivision thereof, anything contained in this Act to  
22 the contrary notwithstanding, and such compliance hereafter shall be accomplished by the  
23 Louisiana Motor Vehicle Commission.

24 (G) Transfer of property. All books, papers, records, money, actions, and other  
25 property of every kind, movable and immovable, real and personal, heretofore possessed,  
26 controlled, or used by the Louisiana Used Motor Vehicle Commission are hereby transferred  
27 to the Louisiana Motor Vehicle Commission. All funds controlled by the Louisiana Used  
28 Motor Vehicle Commission are hereby transferred to the Louisiana Motor Vehicle  
29 Commission.

1 (H) Transfer of employees. All employees engaged in the performance of duties of  
 2 the Louisiana Used Motor Vehicle Commission are hereby transferred to the Louisiana  
 3 Motor Vehicle Commission and shall be subject to applicable state civil service laws, rules,  
 4 and regulations. Employee positions in the unclassified service shall remain in the  
 5 unclassified service.

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DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

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HB 623 Original

2025 Regular Session

Carver

Abstract: Provides relative to the La. Motor Vehicle Commission.

Present law provides for the La. Motor Vehicle Commission and the La. Used Motor Vehicle Commission.

Proposed law repeals the La. Used Motor Vehicle Commission and allows the La. Motor Vehicle Commission to absorb the jurisdiction and responsibilities that were under the La. Used Motor Vehicle Commission.

Present law provides for definitions regarding the La. Motor Vehicle Commission.

Proposed law amends definitions for "broker", "community or territory" or "area of responsibility", "converter" or "secondary manufacturer", "distributor" or "wholesaler", "distributor branch", "distributor representative", "established place", "established place of business", "factory branch", "factory representative", "franchise", "marine dealer", "motorcycle or all-terrain vehicle dealer", "motor vehicle lessor", "new marine product", "new motorcycle or all-terrain vehicle", "new motor vehicle", "new recreational product", or "new specialty vehicle", "new recreational vehicle", "recreational products dealer", "recreational vehicle dealer", "specialty vehicle", "ultimate purchaser", "used marine product", "used motorcycle or all-terrain vehicle", "used motor vehicle", "used motor vehicle facility", "used recreational vehicle", and "vehicle".

Proposed law repeals the definitions for "dealer", "used marine dealer", "used marine product facility", "used motorcycle or all-terrain vehicle dealer", "used motorcycle or all-terrain vehicle facility", "used motor vehicle dealer", "used recreational vehicle dealer", and "used recreational vehicle facility".

Present law provides relative to licenses and fees under the La. Used Motor Vehicle Commission.

Proposed law moves those licenses and fees to the La. Motor Vehicle Commission.

Present law provides relative to dealers licensed under the La. Motor Vehicle Commission.

Proposed law amends present law to provide for clarifications.

Present law provides relative to dealers licensed under the La. Used Motor Vehicle Commission.

Proposed law moves the dealers under the La. Motor Vehicle Commission.

Proposed law enacts the La. Used Motor Vehicles, Parts, and Accessories Act.

Proposed law provides for definitions.

Proposed law provides for duties of the La. Motor Vehicle Commission.

Proposed law provides for independent used motor dealers, dealers of used motor vehicle parts and accessories, dismantler and parts recyclers, rent-to-own dealers, motor vehicle crushers, public or retail motor vehicle auctions, wholesale motor vehicle auctions, salvage pool that deal in used motor vehicles, scrapped metal processors, and daily rental dealers to be licensed.

Proposed law provides relative to abandonment of businesses.

Proposed law provides relative to black market sales.

Proposed law provides relative to independent used motor vehicle dealers.

Proposed law provides relative to application for license, renewal, fees, educational seminars, bond requirements, liability insurance, salesperson licenses, and the location of businesses.

Proposed law provides relative to the denial, revocation, or suspension of licenses.

Proposed law provides for the procedures of denial, suspension, or revocation of licenses.

Proposed law provides relative to notices and hearings.

Proposed law provides relative to injunctions and cease and desist orders.

Proposed law provides for criminal penalties.

Proposed law provides for civil penalties.

Proposed law provides relative to the rent with option-to-purchase program.

Proposed law provides relative to wholesale motor vehicle auctions.

Proposed law provides relative to unlawful acts.

Proposed law provides relative to the an initial license application seminar and a renewal application seminar.

Proposed law provides for deposit and down payment disclosure and delivery of vehicle pending sale.

Proposed law provides relative dismantlers and parts recyclers, motor vehicle crushers, and scrapped motor vehicle dealers.

Proposed law provides for whether a certain license is required or not.

Proposed law provides relative to denial, revocation, or suspension of a license.

Proposed law provides for requirements to keep records.

Proposed law provides relative to the transfer of a motor vehicle certificate of title to or from a dismantler and parts recycler.

Proposed law provides relative to transfers of scrapped motor vehicles.

Proposed law provides relative to salvage pools and record keepers.

Present law provides for the La. Vehicle Protection Act.

Proposed law clarifies present law.

Present law provides for agencies under the governor.

Proposed law abolishes the La. Used Motor Vehicle Commission.

Present law provides relative to catalytic converter dealers.

Proposed law amends present law to provide that all fees for licensure are nonrefundable.

Proposed law provides that a change of location, a change in corporate ownership or majority ownership, or a change in the name of a catalytic converter dealer licensed by the commission shall require a new license and application.

Provides for effective dates for the proposed law.

(Amends R.S. 32:1251, 1252(5)(a), (7)(a) and (b), (8), (12)-(17), (20), (25)(b), (31), (36), (40)-(43), (46), (48), (53), (60), (62), (64), (67), (69), (70), and (73), 1253(A)(intro. para.), (3), and (4), (C)-(F), and (H), 1254(A)(intro. para.), (12), and (19), (B)(1)(a) and (2), (E)(9)(d) and (10)(a), (F)(7)(intro. para.) and (a), (G)(7)(intro. para.) and (a), (H)(6)(intro. para.) and (a), (L)(8)(intro. para.) and (a), and (M), 1255(A)(1), (2), and (5) and (B), 1256.1(A)(1), (C)(2), and (D), 1257(A)(2), (B), (C), and (D)(1)(a)-(c), 1258(A)(10) and (E), 1260(F), 1261(A)(1)(a)(v), (viii), and (ix), (b)-(e), (h), (i), (k)(i)(cc), (l), (m), (p), (q), (t)(ii) and (iii), (u), (v), (w)(i)(intro. para.), and (y), (2)(intro. para.), (b), (f)(ii), (iv), and (v), (i), and (k)(i), (3)(e) and (g), (4)(c), and (5)(c), (f)(ii), (h)(intro. para.), (i), and (iii), and (B), 1261.1(A), 1261.2, 1262(A)(2), (3), (4)(a)(intro. para.) and (b), (5), (6)(intro. para.), (7), (8)(c), (9)(b) and (c)(iv), and (10)-(14), (B)(1), (2)(intro. para.) and (d), (3), (4)(a), (6), and (8), and (C), 1264.1, 1264.2(B)(1)(b)(intro. para.) and (i)(aa), (bb)(intro. para.) and (ii), and (cc), and (C)-(G), 1267(C), 1268(A)(1)(intro. para.), (a)(intro. para.) and (ii), and (b)-(d), and (2)(a)(intro. para.), (b) and (c), (B), and (C)(1) and (4), 1270(A)-(C), (D)(3), and (E), 1270.1(intro. para.)(1)(a)(iv) and (vii), (d), (g), (l), and (n), (2)(intro. para.), (b), (f)(iv) and (v), and (i), and (3)(a), 1270.2(A)(1), 1270.5(D)(5), and (J), 1270.10(A),(B), and (D)(3), 1270.11(intro. para.)(1)(a)(v), (c), (h)(i)(bb) and (cc), (k), and (n) and (2)(intro. para.), (b), (f)(iv) and (v), (h), and (i), 1270.16(A), (B)(intro. para.), and (H)(1), 1270.17(A)(1)(intro. para.) and (c) and (3) and (B), 1270.20(intro. para.)(1)(k)(i), (o), (p), (u)(i)(aa)-(cc) and (2)(b), (f)(iv) and (v), and (i), 1270.23(A)(1), 1270.28(A)(1), (2)(intro. para.), (4), and (8)(a) and (B)(4), (5)(a), and (6), 1270.29(B) and (C)(1) and (4), 1270.34, 1270.35(A)(1)(intro. para.) and (2)(a)(ii) and (C), 1270.36(B), 1270.40, 1270.41, 1274(B)(intro. para.) and (C)-(E), R.S. 36:4.1(C)(13)-(15), and R.S. 37:1892(3), 1893(C)(4)(a) and (d) and (D), and 1894; Adds R.S. 32:1253(A)(5) and (I), 1254(A)(20)-(31), 1254(B)(3), 1255(A)(6)-(9), 1260(G) and (H), Chapter 6-A of Title 32 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 32:1270.51-1270.72; Repeals R.S. 32:781-808 and 1252(9), (61), (63), (65), (66), (68), (71), and (72))