



Rep. LaToya Greenwood

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10200HB0990ham001

LRB102 03003 HLH 38865 a

1 AMENDMENT TO HOUSE BILL 990

2 AMENDMENT NO. _____. Amend House Bill 990 by replacing
3 everything after the enacting clause with the following:

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

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

7 Sec. 4. Unfair competition and practices.

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

14 (b) It shall be deemed a violation for any manufacturer,
15 factory branch, factory representative, distributor or
16 wholesaler, distributor branch, distributor representative or

1 motor vehicle dealer to engage in any action with respect to a
2 franchise which is arbitrary, in bad faith or unconscionable
3 and which causes damage to any of the parties or to the public.

4 (c) It shall be deemed a violation for a manufacturer, a
5 distributor, a wholesaler, a distributor branch or division, a
6 factory branch or division, or a wholesale branch or division,
7 or officer, agent or other representative thereof, to coerce,
8 or attempt to coerce, any motor vehicle dealer:

9 (1) to accept, buy or order any motor vehicle or
10 vehicles, appliances, equipment, parts or accessories
11 therefor, or any other commodity or commodities or service
12 or services which such motor vehicle dealer has not
13 voluntarily ordered or requested except items required by
14 applicable local, state or federal law; or to require a
15 motor vehicle dealer to accept, buy, order or purchase
16 such items in order to obtain any motor vehicle or
17 vehicles or any other commodity or commodities which have
18 been ordered or requested by such motor vehicle dealer;

19 (2) to order or accept delivery of any motor vehicle
20 with special features, appliances, accessories or
21 equipment not included in the list price of the motor
22 vehicles as publicly advertised by the manufacturer
23 thereof, except items required by applicable law; or

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

1 (c-5) A manufacturer, a distributor, a wholesaler, a
2 distributor branch or division, a factory branch or division,
3 or a wholesale branch or division, or officer, agent, or other
4 representative thereof may not:

5 (1) require a motor vehicle dealer to offer a
6 secondary product; or

7
8 (2) prohibit a motor vehicle dealer from offering a
9 secondary product, including, but not limited to:

10 (A) service contracts;

11 (B) maintenance agreements;

12 (C) extended warranties;

13 (D) protection product guarantees;

14 (E) guaranteed asset protection waivers;

15 (F) insurance;

16 (G) replacement parts;

17 (H) vehicle accessories;

18 (I) oil; or

19 (J) supplies.

20 It is not a violation of this subsection to offer an
21 incentive program to motor vehicle dealers to encourage them
22 to sell or offer to sell a secondary product approved,
23 endorsed, sponsored, or offered by the manufacturer,
24 distributor, wholesaler, distributor branch or division,
25 factory branch or division, wholesale branch or division, or
26 officer, agent, or other representative thereof, provided the

1 program does not provide vehicle sales or service incentives.

2 It is not a violation of this subsection to prohibit a
3 motor vehicle dealer from using secondary products for any
4 repair work paid for under the terms of a warranty, recall,
5 service contract, extended warranty, maintenance plan, or
6 certified pre-owned vehicle program established or offered by
7 the manufacturer, distributor, wholesaler, distributor branch
8 or division, factory branch or division, or wholesale branch
9 or division, or officer, agent, or other representative
10 thereof.

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

14 (d) It shall be deemed a violation for a manufacturer, a
15 distributor, a wholesaler, a distributor branch or division,
16 or officer, agent or other representative thereof:

17 (1) to adopt, change, establish or implement a plan or
18 system for the allocation and distribution of new motor
19 vehicles to motor vehicle dealers which is arbitrary or
20 capricious or to modify an existing plan so as to cause the
21 same to be arbitrary or capricious;

22 (2) to fail or refuse to advise or disclose to any
23 motor vehicle dealer having a franchise or selling
24 agreement, upon written request therefor, the basis upon
25 which new motor vehicles of the same line make are
26 allocated or distributed to motor vehicle dealers in the

1 State and the basis upon which the current allocation or
2 distribution is being made or will be made to such motor
3 vehicle dealer;

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

24 (4) to coerce, or attempt to coerce, any motor vehicle
25 dealer to enter into any agreement with such manufacturer,
26 distributor, wholesaler, distributor branch or division,

1 factory branch or division, or wholesale branch or
2 division, or officer, agent or other representative
3 thereof, or to do any other act prejudicial to the dealer
4 by threatening to reduce his allocation of motor vehicles
5 or cancel any franchise or any selling agreement existing
6 between such manufacturer, distributor, wholesaler,
7 distributor branch or division, or factory branch or
8 division, or wholesale branch or division, and the dealer.
9 However, notice in good faith to any motor vehicle dealer
10 of the dealer's violation of any terms or provisions of
11 such franchise or selling agreement or of any law or
12 regulation applicable to the conduct of a motor vehicle
13 dealer shall not constitute a violation of this Act;

14 (5) to require a franchisee to participate in an
15 advertising campaign or contest or any promotional
16 campaign, or to purchase or lease any promotional
17 materials, training materials, show room or other display
18 decorations or materials at the expense of the franchisee;

19 (6) to cancel or terminate the franchise or selling
20 agreement of a motor vehicle dealer without good cause and
21 without giving notice as hereinafter provided; to fail or
22 refuse to extend the franchise or selling agreement of a
23 motor vehicle dealer upon its expiration without good
24 cause and without giving notice as hereinafter provided;
25 or, to offer a renewal, replacement or succeeding
26 franchise or selling agreement containing terms and

1 provisions the effect of which is to substantially change
2 or modify the sales and service obligations or capital
3 requirements of the motor vehicle dealer arbitrarily and
4 without good cause and without giving notice as
5 hereinafter provided notwithstanding any term or provision
6 of a franchise or selling agreement.

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

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

1 (ii) the conviction of or plea of nolo
2 contendere by the motor vehicle dealer or any
3 operator thereof in a court of competent
4 jurisdiction to an offense punishable by
5 imprisonment for more than two years.

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

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

1 only 30 days from receipt of the notice to file with
2 the Motor Vehicle Review Board a written protest
3 against the proposed action.

4 (C) Within 30 days from receipt of the notice
5 under subparagraphs (A) and (B), the franchisee may
6 file with the Board a written protest against the
7 proposed action.

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

16 The manufacturer shall have the burden of proof to
17 establish that good cause exists to cancel or
18 terminate, or fail to extend or renew the franchise or
19 selling agreement of a motor vehicle dealer or
20 franchisee, and to change substantially or modify the
21 sales and service obligations or capital requirements
22 of a motor vehicle dealer as a condition to extending
23 or renewing the existing franchise or selling
24 agreement. The determination whether good cause exists
25 to cancel, terminate, or refuse to renew or extend the
26 franchise or selling agreement, or to change or modify

1 the obligations of the dealer as a condition to offer
2 renewal, replacement, or succession shall be made by
3 the Board under subsection (d) of Section 12 of this
4 Act.

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

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

26 (7) notwithstanding the terms of any franchise

1 agreement, to fail to indemnify and hold harmless its
2 franchised dealers against any judgment or settlement for
3 damages, including, but not limited to, court costs,
4 expert witness fees, reasonable attorneys' fees of the new
5 motor vehicle dealer, and other expenses incurred in the
6 litigation, so long as such fees and costs are reasonable,
7 arising out of complaints, claims, or lawsuits, including,
8 but not limited to, strict liability, negligence,
9 misrepresentation, warranty (express or implied), or
10 rescission of the sale as defined in Section 2-608 of the
11 Uniform Commercial Code, to the extent that the judgment
12 or settlement relates to the alleged defective or
13 negligent manufacture, assembly or design of new motor
14 vehicles, parts or accessories or other functions by the
15 manufacturer, beyond the control of the dealer; provided
16 that, in order to provide an adequate defense, the
17 manufacturer receives notice of the filing of a complaint,
18 claim, or lawsuit within 60 days after the filing;

19 (8) to require or otherwise coerce a motor vehicle
20 dealer to underutilize the motor vehicle dealer's
21 facilities by requiring or otherwise coercing the motor
22 vehicle dealer to exclude or remove from the motor vehicle
23 dealer's facilities operations for selling or servicing of
24 any vehicles for which the motor vehicle dealer has a
25 franchise agreement with another manufacturer,
26 distributor, wholesaler, distribution branch or division,

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

26 (9) to use or consider the performance of a motor

1 vehicle dealer relating to the sale of the manufacturer's,
2 distributor's, or wholesaler's vehicles or the motor
3 vehicle dealer's ability to satisfy any minimum sales or
4 market share quota or responsibility relating to the sale
5 of the manufacturer's, distributor's, or wholesaler's new
6 vehicles in determining:

7 (A) the motor vehicle dealer's eligibility to
8 purchase program, certified, or other used motor
9 vehicles from the manufacturer, distributor, or
10 wholesaler;

11 (B) the volume, type, or model of program,
12 certified, or other used motor vehicles that a motor
13 vehicle dealer is eligible to purchase from the
14 manufacturer, distributor, or wholesaler;

15 (C) the price of any program, certified, or other
16 used motor vehicle that the dealer is eligible to
17 purchase from the manufacturer, distributor, or
18 wholesaler; or

19 (D) the availability or amount of any discount,
20 credit, rebate, or sales incentive that the dealer is
21 eligible to receive from the manufacturer,
22 distributor, or wholesaler for the purchase of any
23 program, certified, or other used motor vehicle
24 offered for sale by the manufacturer, distributor, or
25 wholesaler;

26 (10) to take any adverse action against a dealer

1 pursuant to an export or sale-for-resale prohibition
2 because the dealer sold or leased a vehicle to a customer
3 who either exported the vehicle to a foreign country or
4 resold the vehicle in violation of the prohibition, unless
5 the export or sale-for-resale prohibition policy was
6 provided to the dealer in writing either electronically or
7 on paper, prior to the sale or lease, and the dealer knew
8 or reasonably should have known of the customer's intent
9 to export or resell the vehicle in violation of the
10 prohibition at the time of the sale or lease. If the dealer
11 causes the vehicle to be registered and titled in this or
12 any other state, and collects or causes to be collected
13 any applicable sales or use tax to this State, a
14 rebuttable presumption is established that the dealer did
15 not have reason to know of the customer's intent to resell
16 the vehicle;

17 (11) to coerce or require any dealer to construct
18 improvements to his or her facilities or to install new
19 signs or other franchiser image elements that replace or
20 substantially alter those improvements, signs, or
21 franchiser image elements completed within the past 10
22 years that were required and approved by the manufacturer
23 or one of its affiliates. The 10-year period under this
24 paragraph (11) begins to run for a dealer, including that
25 dealer's successors and assigns, on the date that the
26 manufacturer gives final written approval of the facility

1 improvements or installation of signs or other franchiser
2 image elements or the date that the dealer receives a
3 certificate of occupancy, whichever is later. For the
4 purpose of this paragraph (11), the term "substantially
5 alter" does not include routine maintenance, including,
6 but not limited to, interior painting, that is reasonably
7 necessary to keep a dealer facility in attractive
8 condition; or

9 (12) to require a dealer to purchase goods or services
10 to make improvements to the dealer's facilities from a
11 vendor selected, identified, or designated by a
12 manufacturer or one of its affiliates by agreement,
13 program, incentive provision, or otherwise without making
14 available to the dealer the option to obtain the goods or
15 services of substantially similar quality and overall
16 design from a vendor chosen by the dealer and approved by
17 the manufacturer; however, approval by the manufacturer
18 shall not be unreasonably withheld, and the dealer's
19 option to select a vendor shall not be available if the
20 manufacturer provides substantial reimbursement for the
21 goods or services offered. "Substantial reimbursement"
22 means an amount equal to or greater than the cost savings
23 that would result if the dealer were to utilize a vendor of
24 the dealer's own selection instead of using the vendor
25 identified by the manufacturer. For the purpose of this
26 paragraph (12), the term "goods" does not include movable

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

26 (e) It shall be deemed a violation for a manufacturer, a

1 distributor, a wholesaler, a distributor branch or division or
2 officer, agent or other representative thereof:

3 (1) to resort to or use any false or misleading
4 advertisement in connection with his business as such
5 manufacturer, distributor, wholesaler, distributor branch
6 or division or officer, agent or other representative
7 thereof;

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

23 (3) to offer to sell or lease, or to sell or lease, any
24 new motor vehicle to any person, except a wholesaler,
25 distributor or manufacturer's employees at a lower actual
26 price therefor than the actual price offered and charged

1 to a motor vehicle dealer for the same model vehicle
2 similarly equipped or to utilize any device which results
3 in such lesser actual price. However, the provisions of
4 this paragraph shall not apply to sales to a motor vehicle
5 dealer for resale to any unit of the United States
6 Government, the State or any of its political
7 subdivisions;

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

1 management control of the franchisee shall be deemed
2 accepted as proposed by the franchisee, and the
3 manufacturer shall give immediate effect to such change;

4 (5) to prevent or attempt to prevent by contract or
5 otherwise any motor vehicle dealer from establishing or
6 changing the capital structure of his dealership or the
7 means by or through which he finances the operation
8 thereof; provided the dealer meets any reasonable capital
9 standards agreed to between the dealer and the
10 manufacturer, distributor or wholesaler, who may require
11 that the sources, method and manner by which the dealer
12 finances or intends to finance its operation, equipment or
13 facilities be fully disclosed;

14 (6) to refuse to give effect to or prevent or attempt
15 to prevent by contract or otherwise any motor vehicle
16 dealer or any officer, partner or stockholder of any motor
17 vehicle dealer from selling or transferring any part of
18 the interest of any of them to any other person or persons
19 or party or parties unless such sale or transfer is to a
20 transferee who would not otherwise qualify for a new motor
21 vehicle dealers license under the Illinois Vehicle Code or
22 unless the franchiser, having the burden of proof, proves
23 that such sale or transfer is to a person or party who is
24 not of good moral character or does not meet the
25 franchiser's existing and reasonable capital standards
26 and, with consideration given to the volume of sales and

1 service of the dealership, uniformly applied minimum
2 business experience standards in the market area. However,
3 nothing herein shall be construed to prevent a franchiser
4 from implementing affirmative action programs providing
5 business opportunities for minorities or from complying
6 with applicable federal, State or local law:

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

26 When a protest has been timely filed, the Board

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

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

22 (B) Good cause to refuse to approve such sale or
23 transfer under this Section is established when such
24 sale or transfer is to a transferee who would not
25 otherwise qualify for a new motor vehicle dealers
26 license under the Illinois Vehicle Code or such sale

1 or transfer is to a person or party who is not of good
2 moral character or does not meet the franchiser's
3 existing and reasonable capital standards and, with
4 consideration given to the volume of sales and service
5 of the dealership, uniformly applied minimum business
6 experience standards in the market area.

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

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

1 proposed location of the additional or relocated franchise
2 at least 60 days before the manufacturer grants an
3 additional franchise or relocates an existing franchise of
4 the same line make within or into the relevant market area
5 of an existing franchisee of the same line make. Each
6 notice shall set forth the specific grounds for the
7 proposed grant of an additional or relocation of an
8 existing franchise and shall state that the dealer has
9 only 30 days from the date of receipt of the notice to file
10 with the Motor Vehicle Review Board a written protest
11 against the proposed action. Unless the parties agree upon
12 the grant or establishment of the additional or relocated
13 franchise within 30 days from the date the notice was
14 received by the existing franchisee of the same line make
15 or any person entitled to receive such notice, the
16 franchisee or other person may file with the Board a
17 written protest against the grant or establishment of the
18 proposed additional or relocated franchise.

19 When a protest has been timely filed, the Board shall
20 enter an order fixing a date (within 60 days of the date of
21 the order), time, and place of a hearing on the protest,
22 required under Sections 12 and 29 of this Act, and send by
23 certified or registered mail, return receipt requested, a
24 copy of the order to the manufacturer that filed the
25 notice of intention to grant or establish the proposed
26 additional or relocated franchise and to the protesting

1 dealer or dealers of the same line make whose relevant
2 market area includes the proposed location of the
3 additional or relocated franchise.

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

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

1 shall follow the notice procedures set forth in this
2 Section and the determination whether good cause exists
3 for allowing the proposed agreement shall be made by the
4 Board under subsection (c) of Section 12, with the
5 manufacturer having the burden of proof.

6 A. (Blank).

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

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

1 county having a population of less than 300,000
2 persons when the new location is within the dealer's
3 current relevant market area, provided the new
4 location is more than 12 miles from the nearest dealer
5 of the same line make. A dealer that would be farther
6 away from the new location of an existing dealership
7 or franchise of the same line make after a relocation
8 may not file a written protest against the relocation
9 with the Motor Vehicle Review Board.

10 D. Nothing in this Section shall be construed to
11 prevent a franchiser from implementing affirmative
12 action programs providing business opportunities for
13 minorities or from complying with applicable federal,
14 State or local law;

15 (9) to require a motor vehicle dealer to assent to a
16 release, assignment, novation, waiver or estoppel which
17 would relieve any person from liability imposed by this
18 Act;

19 (10) to prevent or refuse to give effect to the
20 succession to the ownership or management control of a
21 dealership by any legatee under the will of a dealer or to
22 an heir under the laws of descent and distribution of this
23 State unless the franchisee has designated a successor to
24 the ownership or management control under the succession
25 provisions of the franchise. Unless the franchiser, having
26 the burden of proof, proves that the successor is a person

1 who is not of good moral character or does not meet the
2 franchiser's existing and reasonable capital standards
3 and, with consideration given to the volume of sales and
4 service of the dealership, uniformly applied minimum
5 business experience standards in the market area, any
6 designated successor of a dealer or franchisee may succeed
7 to the ownership or management control of a dealership
8 under the existing franchise if:

9 (i) The designated successor gives the
10 franchiser written notice by certified mail,
11 return receipt requested, of his or her intention
12 to succeed to the ownership of the dealer within
13 60 days of the dealer's death or incapacity; and

14 (ii) The designated successor agrees to be
15 bound by all the terms and conditions of the
16 existing franchise.

17 Notwithstanding the foregoing, in the event the motor
18 vehicle dealer or franchisee and manufacturer have duly
19 executed an agreement concerning succession rights prior
20 to the dealer's death or incapacitation, the agreement
21 shall be observed.

22 (A) If the franchiser intends to refuse to honor
23 the successor to the ownership of a deceased or
24 incapacitated dealer or franchisee under an existing
25 franchise agreement, the franchiser shall send a
26 letter by certified mail, return receipt requested, to

1 the designated successor within 60 days from receipt
2 of a proposal advising of its intent to refuse to honor
3 the succession and to discontinue the existing
4 franchise agreement and shall state that the
5 designated successor only has 30 days from the receipt
6 of the notice to file with the Motor Vehicle Review
7 Board a written protest against the proposed action.
8 The notice shall set forth the specific grounds for
9 the refusal to honor the succession and discontinue
10 the existing franchise agreement.

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

16 Within 30 days from the date the notice was
17 received by the designated successor or any other
18 person entitled to notice, the designee or other
19 person may file with the Board a written protest
20 against the proposed action.

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

1 filed the notice of intention of the proposed action
2 and to the protesting designee or such other person.

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

17 (B) No manufacturer shall impose any conditions
18 upon honoring the succession and continuing the
19 existing franchise agreement with the designated
20 successor other than that the franchisee has
21 designated a successor to the ownership or management
22 control under the succession provisions of the
23 franchise, or that the designated successor is of good
24 moral character or meets the reasonable capital
25 standards and, with consideration given to the volume
26 of sales and service of the dealership, uniformly

1 applied minimum business experience standards in the
2 market area;

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

24 (12) to prevent or refuse to grant a franchise to a
25 person because such person owns, has investment in or
26 participates in the management of or holds a franchise for

1 the sale of another make or line of motor vehicles within 7
2 miles of the proposed franchise location in a county
3 having a population of more than 300,000 persons, or
4 within 12 miles of the proposed franchise location in a
5 county having a population of less than 300,000 persons;

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

15 (14) to exercise a right of first refusal or other
16 right to acquire a franchise from a dealer, unless the
17 manufacturer:

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

26 (B) pays to the dealer the same or greater

1 consideration as the dealer has contracted to receive
2 in connection with the proposed transfer or sale of
3 all or substantially all of the dealership assets,
4 stock, or other ownership interest, including the
5 purchase or lease of all real property, leasehold, or
6 improvements related to the transfer or sale of the
7 dealership. Upon exercise of the right of first
8 refusal or such other right, the manufacturer or
9 distributor shall have the right to assign the lease
10 or to convey the real property;

11 (C) assumes all of the duties, obligations, and
12 liabilities contained in the agreements that were to
13 be assumed by the proposed transferee and with respect
14 to which the manufacturer or distributor exercised the
15 right of first refusal or other right to acquire the
16 franchise;

17 (D) reimburses the proposed transferee for all
18 reasonable expenses incurred in evaluating,
19 investigating, and negotiating the transfer of the
20 dealership prior to the manufacturer's or
21 distributor's exercise of its right of first refusal
22 or other right to acquire the dealership. For purposes
23 of this paragraph, "reasonable expenses" includes the
24 usual and customary legal and accounting fees charged
25 for similar work, as well as expenses associated with
26 the evaluation and investigation of any real property

1 on which the dealership is operated. The proposed
2 transferee shall submit an itemized list of its
3 expenses to the manufacturer or distributor not later
4 than 30 days after the manufacturer's or distributor's
5 exercise of the right of first refusal or other right
6 to acquire the motor vehicle franchise. The
7 manufacturer or distributor shall reimburse the
8 proposed transferee for its expenses not later than 90
9 days after receipt of the itemized list. A
10 manufacturer or distributor may request to be provided
11 with the itemized list of expenses before exercising
12 the manufacturer's or distributor's right of first
13 refusal.

14 If a manufacturer exercises a right of first refusal
15 under this paragraph (14) on or after January 1, 2022 in
16 order to terminate a dealership that paid at least 10% of
17 the local retailers' occupation tax imposed by the
18 municipality or county where the terminated dealership is
19 located during the calendar year immediately prior to the
20 termination, then, in addition to any amounts due under
21 this paragraph, for a period of 20 consecutive years after
22 the dealership is terminated, the manufacturer must pay to
23 the municipality or county in which the terminated
24 dealership was located an amount equal to the certified
25 local retailers' occupation tax amount. For the purposes
26 of this paragraph (14), the certified local retailers'

1 occupation tax amount is the highest amount paid by the
2 dealership in any of the 5 years immediately prior to the
3 year in which the dealership was terminated.

4 Except as provided in this paragraph (14), neither the
5 selling dealer nor the manufacturer or distributor shall
6 have any liability to any person as a result of a
7 manufacturer or distributor exercising its right of first
8 refusal.

9 For the purpose of this paragraph, "proposed
10 transferee" means the person to whom the franchise would
11 have been transferred to, or was proposed to be
12 transferred to, had the right of first refusal or other
13 right to acquire the franchise not been exercised by the
14 manufacturer or distributor.

15 (f) It is deemed a violation for a manufacturer, a
16 distributor, a wholesaler, a distributor branch or division, a
17 factory branch or division, or a wholesale branch or division,
18 or officer, agent, broker, shareholder, except a shareholder
19 of 1% or less of the outstanding shares of any class of
20 securities of a manufacturer, distributor, or wholesaler which
21 is a publicly traded corporation, or other representative,
22 directly or indirectly, to own or operate a place of business
23 as a motor vehicle franchisee or motor vehicle financing
24 affiliate, except that, this subsection shall not prohibit:

25 (1) the ownership or operation of a place of business
26 by a manufacturer, distributor, or wholesaler for a

1 period, not to exceed 18 months, during the transition
2 from one motor vehicle franchisee to another;

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

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

21 (A) the manufacturer does not otherwise
22 manufacture, distribute, or sell motor vehicles as
23 defined under Section 1-217 of the Illinois Vehicle
24 Code;

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

1 (C) the manufacturer complies with all obligations
2 owed to dealers that are not owned, operated, or
3 controlled by the manufacturer, including, but not
4 limited to those obligations arising pursuant to
5 Section 6;

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

16 (E) the manufacturer does not require that
17 warranty repair work be performed by a
18 manufacturer-owned repair facility and the
19 manufacturer provides any dealer that has an agreement
20 with the manufacturer to sell and perform warranty
21 repairs on the manufacturer's engines the opportunity
22 to perform warranty repairs on those engines,
23 regardless of whether the dealer sold the truck into
24 which the engine was installed.

25 (g) Notwithstanding the terms, provisions, or conditions
26 of any agreement or waiver, it shall be deemed a violation for

1 a manufacturer, a distributor, a wholesaler, a distributor
2 branch or division, a factory branch or division, or a
3 wholesale branch or division, or officer, agent or other
4 representative thereof, to directly or indirectly condition
5 the awarding of a franchise to a prospective new motor vehicle
6 dealer, the addition of a line make or franchise to an existing
7 dealer, the renewal of a franchise of an existing dealer, the
8 approval of the relocation of an existing dealer's facility,
9 or the approval of the sale or transfer of the ownership of a
10 franchise on the willingness of a dealer, proposed new dealer,
11 or owner of an interest in the dealership facility to enter
12 into a site control agreement or exclusive use agreement
13 unless separate and reasonable consideration was offered and
14 accepted for that agreement.

15 For purposes of this subsection (g), the terms "site
16 control agreement" and "exclusive use agreement" include any
17 agreement that has the effect of either (i) requiring that the
18 dealer establish or maintain exclusive dealership facilities;
19 or (ii) restricting the ability of the dealer, or the ability
20 of the dealer's lessor in the event the dealership facility is
21 being leased, to transfer, sell, lease, or change the use of
22 the dealership premises, whether by sublease, lease,
23 collateral pledge of lease, or other similar agreement. "Site
24 control agreement" and "exclusive use agreement" also include
25 a manufacturer restricting the ability of a dealer to
26 transfer, sell, or lease the dealership premises by right of

1 first refusal to purchase or lease, option to purchase, or
2 option to lease if the transfer, sale, or lease of the
3 dealership premises is to a person who is an immediate family
4 member of the dealer. For the purposes of this subsection (g),
5 "immediate family member" means a spouse, parent, son,
6 daughter, son-in-law, daughter-in-law, brother, and sister.

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

23 Any provision contained in any agreement entered into on
24 or after November 25, 2009 (the effective date of Public Act
25 96-824) that is inconsistent with the provisions of this
26 subsection (g) shall be voidable at the election of the

1 affected dealer, prospective dealer, or owner of an interest
2 in the dealership facility.

3 (h) For purposes of this subsection:

4 "Successor manufacturer" means any motor vehicle
5 manufacturer that, on or after January 1, 2009, acquires,
6 succeeds to, or assumes any part of the business of another
7 manufacturer, referred to as the "predecessor manufacturer",
8 as the result of any of the following:

9 (i) A change in ownership, operation, or control of
10 the predecessor manufacturer by sale or transfer of
11 assets, corporate stock or other equity interest,
12 assignment, merger, consolidation, combination, joint
13 venture, redemption, court-approved sale, operation of law
14 or otherwise.

15 (ii) The termination, suspension, or cessation of a
16 part or all of the business operations of the predecessor
17 manufacturer.

18 (iii) The discontinuance of the sale of the product
19 line.

20 (iv) A change in distribution system by the
21 predecessor manufacturer, whether through a change in
22 distributor or the predecessor manufacturer's decision to
23 cease conducting business through a distributor
24 altogether.

25 "Former Franchisee" means a new motor vehicle dealer that
26 has entered into a franchise with a predecessor manufacturer

1 and that has either:

2 (i) entered into a termination agreement or deferred
3 termination agreement with a predecessor or successor
4 manufacturer related to such franchise; or

5 (ii) has had such franchise canceled, terminated,
6 nonrenewed, noncontinued, rejected, nonassumed, or
7 otherwise ended.

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

1 that relevant market area without first offering the
2 additional or relocated franchise to the former franchisee, or
3 the designated successor of such former franchisee in the
4 event the former franchisee is deceased or a person with a
5 disability, at no cost and without any requirements or
6 restrictions other than those imposed generally on the
7 manufacturer's other franchisees at that time, unless one of
8 the following applies:

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

16 (2) The successor manufacturer has paid the former
17 franchisee, or the designated successor of such former
18 franchisee in the event the former franchisee is deceased
19 or a person with a disability, the fair market value of the
20 former franchisee's franchise on (i) the date the
21 franchiser announces the action which results in the
22 termination, cancellation, or nonrenewal; or (ii) the date
23 the action which results in termination, cancellation, or
24 nonrenewal first became general knowledge; or (iii) the
25 day 12 months prior to the date on which the notice of
26 termination, cancellation, or nonrenewal is issued,

1 whichever amount is higher. Payment is due within 90 days
2 of the effective date of the termination, cancellation, or
3 nonrenewal. If the termination, cancellation, or
4 nonrenewal is due to a manufacturer's change in
5 distributors, the manufacturer may avoid paying fair
6 market value to the dealer if the new distributor or the
7 manufacturer offers the dealer a franchise agreement with
8 terms acceptable to the dealer.

9 (3) The successor manufacturer proves that it would
10 have had good cause to terminate the franchise agreement
11 of the former franchisee, or the successor of the former
12 franchisee under item (e)(10) in the event that the former
13 franchisee is deceased or a person with a disability. The
14 determination of whether the successor manufacturer would
15 have had good cause to terminate the franchise agreement
16 of the former franchisee, or the successor of the former
17 franchisee, shall be made by the Board under subsection
18 (d) of Section 12. A successor manufacturer that seeks to
19 assert that it would have had good cause to terminate a
20 former franchisee, or the successor of the former
21 franchisee, must file a petition seeking a hearing on this
22 issue before the Board and shall have the burden of
23 proving that it would have had good cause to terminate the
24 former franchisee or the successor of the former
25 franchisee. No successor dealer, other than the former
26 franchisee, may be appointed or franchised by the

1 successor manufacturer within the relevant market area of
2 the former franchisee until the Board has held a hearing
3 and rendered a determination on the issue of whether the
4 successor manufacturer would have had good cause to
5 terminate the former franchisee.

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

16 (Source: P.A. 102-433, eff. 1-1-22.)

17 Section 99. Effective date. This Act takes effect upon
18 becoming law."