Legislative Analysis

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RECREATIONAL VEHICLE FRANCHISE ACT

House Bill 4782, as introduced
Sponsor: Rep. Joel Sheltrown
House Committee: Tourism, Outdoor Recreation and Natural Resources

Senate Bill 363 (Substitute S-1), as passed the Senate
Sponsor: Sen. Jason E. Allen
Senate Committee: Commerce and Tourism
House Committee: Tourism, Outdoor Recreation and Natural Resources

Complete to 4-20-09

A SUMMARY OF HOUSE BILL 4782 AS INTRODUCED 4-2-09 & SENATE BILL 363 AS PASSED THE SENATE 4-1-2009

Both House Bill 4782 and Senate Bill 363 would create the "Recreational Vehicle Franchise Act" to do the following things:

- Prohibit recreational vehicle manufacturers and dealers from selling new recreational vehicles (RVs) in Michigan without a signed dealer agreement meeting specified criteria. (The new RVs covered by this bill would include motor homes, travel trailers, and pickup campers, but not park model trailers.)
- Specify when and under what grounds a manufacturer could change a dealer's "area of sales responsibility" ─ the geographic area in which the dealer has exclusive rights to sell a particular line-make of RVs.
- Specify the circumstances in which a dealer could engage in "off-premises" RV sales.
- Require RV manufacturers to publish a price list and to sell vehicles to dealers at those prices, and to provide the same rebates, discounts, and programs to all similarly-situated dealers.
- Prohibit manufacturers from increasing a dealer's inventory or sales requirements in excess of market growth in the dealer's territory when an agreement is renewed.
- Require manufacturers and dealers to have "good cause" for terminating or not renewing a dealer agreement and to comply with applicable requirements concerning advance notice, an opportunity to correct deficiencies, and the repurchase of inventory.
- Specify the grounds on which a manufacturer could object to a change of ownership, with separate rules for succession in the case of a designated principal's death, incapacity, or retirement.
- Specify the obligations of manufacturers (and other warrantors) and dealers with respect to warranty work; set deadlines for the submission and payment of warranty claims; and establish indemnification rules.

- Prohibit certain acts by RV manufacturers and dealers, and prohibit certain forms of coercion by manufacturers.
- Specify procedures for the rejection or repair of an RV damaged before or during shipping and for the rejection of new RVs with excessive odometer miles.
- Require dealers, manufacturers, and other warrantors to submit disputes to mediation.
- After mediation, allow state court civil enforcement actions for actual damages or equitable relief and require the court to award costs and attorney's fees to the prevailing party.

Effective date. House Bill 4782 would take effect on July 1, 2010, whereas Senate Bill 363 would take effect on December 1, 2009. (This appears to be the only difference between the two bills.)

Tie-bars. House Bill 4782 is tie-barred to Senate Bill 362 or House Bill 4781, meaning it will not take effect unless one of those bills is enacted into law. Senate Bill 363 is tie-barred to Senate Bill 362.

FISCAL IMPACT:

House Bill 4782 would have no fiscal impact on the state or local units of government.

DETAILED SUMMARY

House Bill 4782/Senate Bill 363

Dealer agreement. [§5(1)-(2)] RV manufacturers and dealers would both have to sign a dealer agreement meeting specified criteria or the manufacturer could not sell RVs in Michigan to that dealer, and the dealer could not sell that manufacturer's RVs (except for certain "off-premises" sales, allowed under Section 5(4), described below).

(Under Section 3(m) of the bill, a **"recreational vehicle"** would mean that term as defined in Section 49a of the Michigan Vehicle Code (to be created by House Bill 4981 or Senate Bill 362), except for a park model trailer.

Section 49a of the Code (found in House Bill 4781 and Senate Bill 362) would define **"recreational vehicle"** as "a new or used vehicle that has its own motive power or is towed by a motor vehicle; is primarily designed to provide temporary living quarters for recreational, camping, travel or seasonal use; complies with all applicable federal vehicle regulations; and does not require a permit…to be operated or towed on a street or highway. The term includes, but is not limited to, a motor home, travel trailer, park model trailer, or pickup camper."

Under Section 3(h), **"manufacturer"** would mean "a person that manufactures or wholesales recreational vehicles or that distributes or wholesales recreational vehicles to

dealers." Under Section 3(b), a **"dealer"** would mean a dealer as defined in Section 11 of the Michigan Vehicle Code, MCL 257.11,1 licensed as an RV dealer under the Code.)

Area of sales responsibility. [§5(3)] The following rules would apply to an "area of sales responsibility" contained in a dealer agreement:

- The manufacturer would designate the "area of sales responsibility" exclusively assigned to the dealer. [Note, however, a possible inconsistency with the definition of "area of sales responsibility" in Section 3(a) which indicates that the geographic area would be agreed upon by the parties.]
- During the term of the agreement, the manufacturer could not change the dealer's area of sales responsibility or give another dealer in that geographic area rights to the same line-make unless the dealer began to sell or increased an preexisting commitment to sell competing vehicles. (Specifically, if the dealer entered into an agreement to sell competing vehicles or to increase a preexisting commitment to sell competing vehicles, and if the competing sales were not permitted by the dealer agreement and the manufacturer reasonably believed they would threaten its market penetration, the manufacturer could "revise" the dealer's "area of sales responsibility.")
- The area of sales responsibility could not be reviewed or changed for one year after the first delivery of new RVs to the dealer under the initial dealer agreement.

Off-premises sales. [§5(4)] A dealer could sell RVs outside its designated geographic area only if it had any separate supplemental licenses required under the Michigan Vehicle Code and the sales were one of the following types:

- Sales in another dealer's territory. The sales are in another dealer's territory and the dealer from outside the territory obtains written permission before the sale signed by both of the dealers and the manufacturer that (1) designates the RVs to be offered, (2) specifies a time period; and (3) affirmatively authorizes the sale of the designated RVs.
- Sales not in another dealer's territory. The sales are in a location where no dealer has a dealer agreement covering that particular line-make.
- Public vehicle shows. The sales are in conjunction with a public vehicle show with more than four dealer participants that is either predominantly funded by manufacturers or sponsored by a RV trade association.

Designation of principal and successor. [§5(5)-(6)] A dealer would be required to designate its principal in the dealer agreement and could also designate a family member as successor or a succession plan in the agreement. The designated successor or

1 In general, under MCL 257.11, a "dealer" is a person who, in a 12-month period, buys, sells, exchanges, brokers, leases, or deals in five or more vehicles that are required to be titled (or their salvageable parts) or who buys five or more vehicles to sell for parts or to process into scrap metal. A dealer also includes persons engaged in the actual remanufacturing of engines or transmissions. A long list of persons, including certain financial institutions and insurers, are expressly excluded from the term "dealer."

succession plan could be changed by providing written notice to the manufacturer. (Under Section 3(f), "family member" would mean an individual's spouse, child, grandchild, parent, sibling, niece or nephew; or the spouse of an individual's child, grandchild, parent, sibling, niece, or nephew.)

Price list; rebates. [§7(1)-(2)] From time to time, a RV manufacturer would have to publish its prices, charges, and terms of sale and would have to sell RVs to dealers under the terms in effect at the time of the sale. If a manufacturer offered one dealer a rebate, discount, or program, it would have to offer the same rebate, discount, or program to every "similarly situated" dealer.

Increased requirements at renewal. [§7(3)] When renewing a dealer agreement, a manufacturer could not increase a dealer's inventory stocking requirements or retail sales targets in excess of market growth in the dealer's territory.

Good cause for termination or nonrenewal of a dealer agreement by manufacturer. [§9(1)-(2)] A manufacturer could not directly or indirectly terminate or fail to renew a dealer agreement without good cause. The manufacturer would have the burden of showing good cause. The following factors would have to be considered in determining whether good cause existed:

- The extent of the dealer's penetration in the relevant market area.
- The nature and extent of the dealer's investment in its business.
- The adequacy of the dealer's service facilities, equipment, parts, supplies, and personnel.
- The effect of the proposed action on the community.
- The extent and quality of the dealer's RV warranty service.
- Whether the dealer followed agreed-upon procedures or standards related to the dealership's overall operation.
- The dealer's performance under the terms of the dealer agreement.

[Note: Section 9 has two separate provisions that concern "good cause" for a manufacturer to terminate a dealer agreement. In addition to the factors contained in Section 9(2), described above, Section 9(6) also contains specific categories of "good cause" that may provide grounds for a more speedy termination of a dealer agreement, as described below.

- A dealer or dealer owner's conviction of (or plea of no contest to) a felony.
- A dealer's abandonment or closing of its business for 10 consecutive business days unless due to an act of God, strike, labor difficulty, or other cause over which the dealer had no control.
- A material misrepresentation by a dealer to the manufacturer.
- A suspension or revocation of the dealer's license, or refusal to renew a dealer's license, by the Secretary of State.
- A material violation of this act by a dealer that is not cured within 30 days after written notice of the violation.

- A dealer's insolvency, bankruptcy, or assignment for the benefit of creditors.

Written notice of termination; right to cure. [§9(3)] Unless an exception applied, a manufacturer would have to provide a dealer with written notice of a termination or nonrenewal of a dealer agreement. The following rules would apply:

- The manufacturer would have to provide written notice of a termination or nonrenewal at least 90 days before it became effective (unless specific grounds allowed a shorter notice period or no notice).
- The notice would have to state all of the reasons for the termination or nonrenewal.
- The notice would have to say that if the dealer provided the manufacturer with written notification of intent to cure all claimed deficiencies within 30 days of receipt of the notice, the dealer would have 30 days to correct the deficiencies. If the deficiencies were corrected during that time period, the notice would be void, and the manufacturer could not terminate or fail to renew the dealer agreement for the reasons stated in the notice. If the dealer did not provide notice of intent to cure deficiencies within 30 days, the termination or nonrenewal would take effect 90 days after the dealer received the notice.
- In any of the following situations, a manufacturer would only have to provide a 10-day notice period and the dealer would have no opportunity to correct alleged deficiencies: (1) the dealer or its owner was convicted of or pled no contest to a felony; (2) the dealer abandoned or closed its business for 10 consecutive business days unless due to an act of God, strike, labor difficulty, or other cause over which the dealer had no control; (3) the dealer made a material misrepresentation to the manufacturer; (4) the Secretary of State suspended or revoked the dealer's license or refused to renew it; or (5) the dealer committed a material violation of the act that was not cured within 30 days after written notice of the violation.
- If a dealer became insolvent or bankrupt, or made an assignment for the benefit of creditors, a manufacturer could terminate or not renew the dealer agreement without any advance notice or opportunity to correct deficiencies.

Repurchase of inventory after termination of a dealer agreement by a manufacturer. [§9(4)-(5)] If a manufacturer terminated or did not renew a dealer agreement for good cause, the manufacturer could, at its option, repurchase any of the following items from the dealer at the prices described below. The dealer would have to promptly arrange for the return of any items the manufacturer wanted to repurchase, at the manufacturer's expense, and the manufacturer would have to pay the dealer for the returned items within 30 days of receipt.

- New, untitled, unused (except for demonstration purposes), unaltered, and undamaged RVs acquired from the manufacturer in the preceding 12 months: 100 percent of the net invoice cost, including transportation, less applicable rebates and discounts.

- Current and undamaged accessories and proprietary parts sold to the dealer in the preceding 12 months, accompanied by the original invoice: 105 percent of the original net price paid to the manufacturer to compensate the dealer for handling, packing, and shipping the accessories and parts. (Under Section 3(k), a "proprietary part" would mean a "recreational vehicle part manufactured by or for and sold exclusively by a manufacturer.")
- Any properly functioning diagnostic equipment, special tools, current signage, and other equipment and machinery purchased by the dealer at the manufacturer's request in the preceding five years that could not be used in the normal course of the dealer's ongoing business: 100 percent of the dealer's net cost, plus freight, destination, delivery, and distribution charges and sales taxes.

Termination of an agreement by a dealer; good cause. [§11] The following rules would apply to a dealer's proposed termination of a dealer agreement:

- The dealer could not terminate a dealer agreement without good cause.
- A written termination notice containing all of the reasons for the proposed termination would have to be provided at least 90 days before the proposed effective date.
- The written termination notice would have to say that if the manufacturer provided the dealer with written notification of intent to cure deficiencies within 30 days after receipt of the dealer's notice, the manufacturer would have 30 days to correct them.
- If the manufacturer corrected all of the alleged deficiencies within the 30-day period, the notice would be void, and the dealer could not terminate the dealer agreement for the reasons stated in the notice. If the manufacturer did not provide a notification of intent to cure deficiencies within 30 days, the termination would take effect 90 days after the dealer received the notice.
- The dealer would have the burden of showing good cause.
- The dealer would only have to provide a 10-day notice, and the manufacturer would have no opportunity to correct the deficiency in the following situations: (1) the manufacturer was convicted of or pled no contest to a felony; (2) the manufacturer abandoned or closed its business operations for 10 consecutive business days unless due to an act of God, strike, labor difficulty, or other cause over which the manufacturer had no control; (3) the manufacturer made a material misrepresentation to the dealer; (4) the manufacturer materially breached the agreement and did not cure the breach within 30 days.
- The dealer would not have to provide any notice or opportunity to correct deficiencies before terminating or not renewing a dealer agreement if the manufacturer were insolvent, bankrupt, or had made an assignment for the benefit of creditors.

Repurchase of inventory after termination by a dealer. [§11(2)(f)-(g)] If a manufacturer failed to cure claimed deficiencies after receiving a termination notice, the dealer could

require that the manufacturer repurchase its inventory as described below. The dealer would have to promptly arrange for the return of all the items to be repurchased and the manufacturer would have to pay the dealer for them within 30 days after receipt. The following prices would apply:

- New, untitled, unused (except for demonstration purposes), unaltered, and undamaged RVs acquired from the manufacturer in the preceding 12 months: 100 percent of the net invoice cost, including transportation, less applicable rebates and discounts.
- Current and undamaged accessories and proprietary parts sold to the dealer in the preceding 12 months, accompanied by the original invoice: 105 percent of the original net price paid to the manufacturer to compensate the dealer for handling, packing, and shipping the accessories and parts. (Under Section 3(k), a "proprietary part" means a "recreational vehicle part manufactured by or for and sold exclusively by a manufacturer.")
- Any properly functioning diagnostic equipment, special tools, current signage, and other equipment and machinery purchased by the dealer at the manufacturer's request in the preceding five years that could not be used in the normal course of the dealer's ongoing business: 100 percent of the dealer's net cost, plus freight, destination, delivery, and distribution charges and sales taxes.

Sales of remaining inventory that is not repurchased. [§13] The Secretary of State could not prohibit a dealer from selling any remaining RVs of a line-make covered by the dealer agreement that it had in stock and that were not repurchased by the manufacturer after the dealer agreement was terminated or not renewed.

Ownership changes. [§15(1)] The following provisions would apply to any transactions resulting in the change of a dealer's ownership, including a sale of assets or a stock transfer (but not succession upon a designated principal's death, incapacity, or retirement which is dealt with in Section 15(2)):

- The dealer would have to provide at least 90 days' written notice to the manufacturer before the closing and also provide complete copies of all documentation of the proposed transaction and other documentation reasonably requested by the manufacturer.
- If the dealer were not in breach of its dealer agreement or the act at the time it provided its notice of a transaction resulting in a change of ownership, the manufacturer could not object to the transfer unless the transferee (1) had been previously party to a dealer agreement terminated by the manufacturer; (2) was previously convicted of a felony or any crime of fraud, deceit, or moral turpitude; (3) lacked any license required to be a dealer in Michigan; (4) lacked a sufficient active line of credit under the terms of the dealer agreement; or (5) in the previous 10 years, had been bankrupt or insolvent; made an assignment for the benefit of creditors; or had a receiver, trustee, or conservator appointed for it.

- If the manufacturer objected to the proposed transaction, the manufacturer would have to give written notice that included its reasons to the dealer within 30 days after receiving the dealer's 90-day notice. If the manufacturer did not provide a written notice of its objections within 30 days, the proposed transaction would be considered approved.
- The manufacturer would have the burden of demonstrating its objections to the proposed transaction.

Death, incapacity, or retirement of a designated principal. [§15(2)] The following provisions would apply to succession upon the death, incapacity, or retirement of a dealer's designated principal:

- The manufacturer would have to provide the dealer an opportunity to designate in writing a family member (as defined in the bill) as a successor to the dealer's designated principal. [Note: Section 5(5)-(6) also allows successor designations and plans to be included in the dealer agreement.]
- The manufacturer could not prevent or refuse to honor a proposed successor or succession plan unless it had objected in writing within 30 days after receiving the dealer's succession plan or any subsequent modification.
- Unless the dealer were in breach of the dealer agreement, the manufacturer could not object to a designated successor unless the family member (1) had been previously convicted of a felony, or any crime (felony or not) of fraud, deceit, or moral turpitude; (2) in the preceding 10 years had been bankrupt, insolvent, or had made an assignment for the benefit of creditors; (3) had previously been party to a dealer agreement terminated by the manufacturer; (4) did not have a sufficient active line of credit under the terms of the dealer agreement; (5) did not have a license required to be a RV dealer in Michigan.
- The manufacturer would have the burden of proof when objecting to a successor or succession plan.
- The manufacturer's consent would be required if a proposed succession would involve the relocation of the business or an alteration of the terms and conditions of the dealer agreement.

Warrantor obligations. [§17(1)] A warrantor (usually the manufacturer)[2] would have all of the following obligations the dealers that sell or lease its warranted products:

- To specify in writing the dealer's obligations, if any, for preparation, delivery, and warranty service on its products.
- To compensate the dealer for warranty service required of the dealer by the warrantor.

2 Under Section 3(o), a "warrantor" would mean "a manufacturer or any other person that provides a warranty to the consumer in connection with a new recreational vehicle or parts, accessories, or components of a new recreational vehicle. The term does not include a person that provides a service contract, mechanical or other insurance, or an extended warranty sold for separate consideration by a dealer or other person not controlled by a manufacturer."

- To provide the dealer with a schedule of compensation for warranty work, including time allowances. (The compensation schedule would have to include reasonable compensation for diagnostic work and warranty labor; including reasonable time allowances. Compensation for warranty labor would have to equal or exceed the lowest retail labor rate the dealer charged for similar nonwarranty work if those rates were consistent with the dealer's actual wages and the actual labor rates charged by the dealer in its community.)
- To reimburse the dealer for warranty parts at actual wholesale cost, plus a minimum 30 percent handling charge and any freight costs to return warranty parts to the warrantor.
- To deny dealer claims for warranty compensation only for cause, including, but not limited to, performance of nonwarranty repairs, material noncompliance with the warrantor's published policies, failure to materially document a claim, fraud, or misrepresentation.

Audits. [§17(2)] A warrantor could audit the records of a dealer that sells or leases its warranted products on a reasonable basis.

Deadline for submission of warranty claims. [§17(3)] A dealer would have to submit warranty claims within 45 days after completing the work.

Dealer's inability to perform warranty repairs; other arrangements. [§17(4)] A dealer would have to immediately notify the warrantor, orally or in writing, as soon as reasonably possible (but not later than 12 days after an RV was brought in for repair), if unable to perform the warranty work. The warrantor would have to make arrangements for another dealer or repair facility to do the work within 12 days after receiving the dealer's notification.

Deadline for approving and paying proper warranty claims. [§17(5)] A warrantor would have to approve or disapprove a properly-submitted warranty claim in writing within 30 days of its submission. A properly-submitted claim not specifically disapproved in writing within this 30-day period would be considered approved. The warrantor would have to pay it within 45 days from the date of its submission.

Prohibited acts by warrantors. [§19(1)] A warrantor could not do any of the following:

- Fail to perform all of its warranty obligations on its warranted products.
- Fail to include the expected date by which necessary parts and equipment (including tires, chassis, or chassis parts) would be available to dealers in a written notice to RV owners and dealers in a factory campaign. (The warrantor would also have to provide sufficient parts to the dealer to perform the campaign work and allow dealers to return unused parts for credit after completion of the campaign. Section 3(e) defines a "factory campaign" as an effort by a warrantor to contact RV owners or dealers in order to address a problem or defective part or equipment.)

- Fail to compensate a dealer for authorized repairs of warranted products damaged during the manufacturing process or damaged in transit to the dealer (if the warrantor had selected the carrier), subject to Section 23 which sets forth the dealer's obligations in this situation, described below.
- Fail to compensate a dealer for authorized warranty service performed in a timely and competent manner under the applicable compensation schedule.
- Intentionally misrepresent to a purchaser that any warranty concerning the manufacture, performance, or design of the warranted product was made by the dealer either as a warrantor or co-warrantor.
- Require a dealer to make warranties to customers regarding a warranted product's manufacture.

Indemnification of dealers. [§19(2)] A warrantor would have to indemnify the dealer for payments or costs the dealer incurred in connection with a claim or cause of action asserted against the dealer to the extent that the payments or costs were based on the warrantor's negligence or intentional conduct. A warrantor could not limit this indemnification obligation in an agreement with the dealer. The dealer would have to provide the warrantor with a copy of any claim or complaint containing an allegation based on the warrantor's negligence or intentional conduct within 10 days after receiving it.

Prohibited acts by dealers. [§21(1)] A dealer could not do any of the following:

- Fail to perform a predelivery inspection of products, if required, in a competent and timely manner.
- Fail to perform authorized warranty service work for a transient customer on a RV of a line-make that the dealer is authorized to sell in a competent and timely manner without good cause. (Under Section 3(n), "transient customer" is a person who owns an RV, is temporarily traveling through a dealer's territory, and who hires the dealer to perform service work on the RV.)
- Make a fraudulent warranty claim.
- Misrepresent the terms of any warranty.

Indemnification of warrantors. [§21(2)] A dealer would have to indemnify a warrantor for payments or costs in connection with a claim or cause of action asserted against the warrantor to the extent that the payment or costs were based on the dealer's negligence or intentional conduct. A dealer could not limit this indemnification obligation in an agreement with a warrantor. The warrantor would have to provide the dealer with a copy of any claim or complaint containing an allegation based on the dealer's negligence or intentional conduct within 10 days of receiving it.

RVs damaged before or during shipping. [§23(1)-(2)] The following provisions would apply if a new RV were damaged before shipping or during shipping (if the manufacturer selected the carrier or means of transportation):

- The dealer would have to notify the manufacturer of the damage within the time period specified in the dealer agreement and either (1) request authorization to correct the damage, or (2) reject the RV within the specified time period.
- If the dealer rejected the vehicle in a timely fashion, or the manufacturer refused or failed to authorize repairs within ten days after receiving the dealer's repair request, ownership of the vehicle would revert to the manufacturer.
- The dealer would have to exercise due care of the damaged RV, but would have no other financial or other obligation with respect to the vehicle.
- A dealer agreement would have to allow at least two business days for inspecting and rejecting damaged RVs after their delivery to the dealer.

New RVs with unreasonable odometer miles. [§23(3)] If a new RV had an unreasonable number of miles on its odometer at delivery, the dealer could reject it and ownership of the vehicle would revert to the manufacturer. The odometer miles could not be considered "unreasonable" if fewer than the sum of the distance between the dealer and the manufacturer's factory or distribution point plus 100 miles.

Manufacturer coercion. [§25] A manufacturer could not coerce or attempt to coerce dealers to do any of the following:

- Purchase a product or service that the dealer did not order.
- Enter into any agreement with a manufacturer.
- Agree with the manufacturer or any other person to submit disputes to binding arbitration or to waive any rights or responsibilities under the bill.

The term "coerce" would include, but not be limited to, threats (1) to terminate or not renew a dealer agreement without good cause; (2) to withhold line-makes or other product lines to which the dealer was entitled under the dealer agreement; or (3) to delay delivery of vehicles to induce the dealer to agree to amendments to the dealer agreement.

Civil action for damages; attorney fees. [§27(1)] A dealer, manufacturer, or warrantor injured by a violation of the act could bring a civil action in circuit court to recover its actual damages. The court would be required to award attorney's fees and costs to the prevailing party in the action.

Venue. [§27(2)] If the civil action involved one dealer, proper venue would be the county in which the dealer's business was located. In actions involving more than one dealer, any county in which any dealer was located would be proper.

Mediation. [§27(3)-(6)] Before bringing a civil action, the party alleging a violation would have to serve a written demand for mediation to the offending party by certified mail to one of the addresses specified in the bill. The mediation demand would have to include a brief statement of the dispute and the relief sought. In addition:

- Within 20 days after service of the mediation demand, the parties would have to mutually select an independent mediator approved by the Secretary of State, and meet with the mediator to attempt to resolve the dispute at a Michigan location selected by the mediator. The mediator could extend the date of the meeting for good cause shown by either party or by agreement of the parties.
- The service of a mediation demand would toll the time for filing any other complaint, petition, protest, or other action until both parties met with the mediator. If a complaint or other action were filed before the mediation meeting, the court would have to suspend that proceeding until the mediation meeting occurred and could suspend it for a longer period of time if all parties to the action stipulated that they wished to continue to mediate. The court could modify, extend, or revoke a suspension order, if appropriate.
- Each party to the mediation would bear its own attorney fees and the parties would split the mediator's costs equally.

Injunctive relief. [§29] In addition to any other available remedy under the act or other law, a manufacturer, warrantor, or dealer could apply to a circuit court for a temporary or permanent injunction, or other equitable relief, after a hearing and for cause shown, to restrain a person from (1) acting as a dealer without a license; (2) violating or continuing to violate the act (a single violation would be sufficient grounds for injunctive relief); (3) failing or refusing to comply with any of the act's requirements. The court could not require a bond as a condition of granting equitable relief.

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■ This analysis was prepared by nonpartisan House staff for use by House members in their deliberations, and does not constitute an official statement of legislative intent.