

**MINUTES OF THE MEETING  
OF THE  
LOUISIANA MOTOR VEHICLE COMMISSION  
3519 12<sup>th</sup> Street  
Metairie, Louisiana 70002  
Monday, January 18, 2012**

The meeting was called to order at 10:10 a.m. by Chairman Raymond J. Brandt.

Present were:

Chairman Raymond J. Brandt	Commissioner Troy J. Duhon
Commissioner Brian C. Bent	Commissioner John B. Fabre
Commissioner John W. Timmons	Commissioner Thad J. Ryan, III s
Commissioner James C. "Jim" Hick	Commissioner Maurice C. Guidry
Commissioner Don P. Hargroder	Commissioner Donna S. Corley

L. A. House, Executive Director  
Adrian F. LaPeyronnie, III, Counselor  
Gregory F. Reggie, Counselor  
Burgess E. McCranie, Jr., Counselor

Absent were:

Commissioner V. Price LeBlanc, Jr.	Commissioner Joseph W. "Bill" Westbrook
Commissioner Philip E. Tarver	Commissioner Alexis D. Hocevar

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Also, in attendance were: Seth Weinburg and Lodge Weber, representing the Vehicle Production Group, LLC; Graig Williams, representing Labrie Environmental Group; Tom Casey, Esq., representing Fisker Automotive, Inc.; Judy McCleary, Lobbyist for the Recreational Vehicle Industry Association; Duane Cowart, Lobbyist for the NMMA and MIC; and Commission staff: Ingya Cattle, Assistant Executive Director; Art Quick, Compliance Investigator 5; Commission Investigators, Joel Aguillard, Amy Lawson, Wayne Lee and Ayanna Burton; Administrative Coordinators, Sylvia Schwarz and Stacey Broussard.

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The Executive Director announced that Hearing #2011-086, Trans National Bus, Truck & Coach, LLC DBA Trans National Bus & Coach is continued to March 12, 2012.

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The Executive Director advised the Commission Members a bond waiver request had been received on September 16, 2011 from Ryan Carr, Chief Financial Officer of Azure Dynamics Incorporated, along with a copy of financial statements:

"Please find enclosed the Azure Dynamics Incorporated application for a manufacturer license in Louisiana. As a part of this application we are requesting an exemption from the \$1M surety bond.

Azure Dynamics is a small corporation of approximately 168 employees focused on the design and manufacturing of both hybrid and 100 % electric vehicles. We have recently launched a new product named the "Transit Connect Electric" which is a joint effort between Ford Motor Company and Azure. It is a light duty 100% electric van where Azure integrates a 100% electric driveline into an existing Ford chassis. Currently we expect to produce 1000-2000 vehicles at our Livonia, Michigan upfitter over the next 2 years with limited units being retailed Louisiana. At this time we only have 1 potential Louisiana sales lead which is the primary reason for the application and this exemption request.

We understand that Azure needs to comply with all Louisiana laws and regulations however, a \$1M surety bond will cost Azure roughly \$10,000 per year. Alternative fuel vehicles are already expensive because of the low production volumes and the high development cost. We have priced our Transit Connect Electrics at nearly break even pricing to promote the adoption of this technology. Financially it doesn't make sense for Azure to sell vehicles in Louisiana given the low projected sales volumes and the high bond costs. Since we are not manufacturing vehicles in the State of Louisiana and expect to sell less than 10 Louisiana unites in total we are requesting that the surety bond be waived in our concerted effort to make the United States a cleaner place to work and live."

The Commission Members entered into a brief discussion after reviewing Azure's financial statement. Commissioner Duhon made a motion to waive the bond requirement of LSA-R.S. 32:1254D(6)(a) for Azure Dynamics Incorporated. Commissioner Bent seconded this motion and it was unanimously approved.

The Executive Director advised the Commission Members a bond waiver requests had been received on January 12, 2012 from Seth Weinberg, General Counsel of The Vehicle Production Group and a correspondence to the Executive Director, along with a consolidated balance sheet for October 31, 2011:

"The Vehicle Production Group, LLC ("VPG") appeared at the September 12, 2011 LMVC meeting and requested that the Commission consider and grant a waiver of the §1254D(6)(a) \$1,000,000 bond requirement as it applies to VPG, until its next license renewal. As you know, the Commission expressed concerns at that meeting relating to VPG's financial position and, based on those concerns, denied VPG's request. Since that time of the September 12<sup>th</sup> LMVC meeting, there have been significant and positive developments related to VPG in several areas.

The purpose of this letter is to provide you with this updated information regarding VPG and to inquire whether, in light of these developments, the LMVC would reconsider VPG's request for a waiver of the §1254D(6)(a) \$1,000,000 bond requirement as it applies to VPG.

With respect to VPG's financial position, a new \$40,000,000 investment in VPG Holdings LLC and The Vehicle Production Group LLC by Portman Ltd. was received. This investment, in the form of subordinated convertible debt, was completed on October 31, 2011. We have enclosed with this letter several pages of VPG's most recent financial information reflecting this investment.

Other significant developments relate to the fact that, since the September 12<sup>th</sup> LMVC meeting, VPG has moved from being a developmental company to an operating company. In this regard, we have also enclosed with this letter a summary page reflecting information regarding vehicle production, deliveries and orders.

These developments include:

1. VPG is now licensed as a motor vehicle manufacturer or distributor in 32 states. Combining these states with the 17 states which do not require manufacturers to be licensed, VPG is now able to conduct business as a motor vehicle manufacturer in 49 states. Please let us know if you would like more detailed information regarding the state licenses which have been issued to VPG;
2. VPG has appointed and entered into dealer agreements with 51 dealers in 38 separate states;
3. To date, VPG has sold more that 750 MV-1 vehicles and VPG is currently producing 60 new vehicles per week;
4. Many of the buyers of the MV-1s sold to date include governmental agencies, public and private paratransit providers and taxi companies. These sales to governmental agencies are ongoing and increasing monthly. VPG is, for example, meeting next week with the Boston ADA Commissioner and who has expressed an interest in purchasing MV-1 vehicles;
5. The MV-1 has been approved by the Federal General Service Administration for purchase by federal entities.
6. The MV-1 has been approved as a wheelchair accessible taxi by numerous state and local taxi commisisions including, for example, Philadelphia, New York, Chicago, Hartford, Los Angeles and San Francisco, and VPG is in discussions with numerous other taxi commission including Boston, Baltimore and Washington D. C;

As the above developments reflect, VPG's goal of providing service to the disability community, a population historically underserved by OEM manufacturers, is rapidly becoming a reality.

On a more local level, you may be aware that the New Orleans City Council recently passed an ordinance creating an Accessible Taxicab program. In relation to that program, VPG was asked by the Mayor's Advisory Council for Citizens with Disabilities and the Taxicab and For Hire Vehicle Bureau to participate in a conference to discuss the various types of vehicles available to serve the disabled community. VPG has received significant interest from its participation at that conference and desires to have the ability to respond to any orders arising from the conference through a local, Louisiana dealer.

In addition to these updates, please note that it remains VPG's plan to maintain only one authorized VPG dealership in Louisiana, located in Baton Rouge and to sell a relatively small number of vehicles in Louisiana. VPG's 2012 vehicle sales forecast for Louisiana is approximately 36-48 vehicles and, VPG's 2013 sales forecast for Louisiana does not project a substantial increase from 2012 levels. As a result, the associated cost to VPG on a per-vehicle-sold basis of providing a \$1,000,000 bond is disproportionate to the benefits gained from maintaining a dealer network in Louisiana. As also discussed at the September 12, 2011 LMVC meeting, as a result of VPG's dealer model, which requires no new facilities and minimal capital investment on the part of VPG dealers. The aggregated capital commitment to VPG from a new dealer is less than \$10,000.

We are hopeful that this updated information will provide a sufficient basis for the LMVC to reconsider its initial position on VPG's request. Representatives of VPG are available to attend the LMVC meeting on January 18, 2012 to address any questions or concerns the Commission members may have regarding these new developments and information. VPG firmly believes that a waiver of the bond requirement will allow VPG to serve the wheelchair community while allowing the LMVC to satisfy its fiduciary duties to the dealers and consumers of Louisiana. VPG welcome any suggestions the Commission may have with respect to a resolution of this issue that would ensure the successful distribution of the MV-1 vehicle in Louisiana.

Thank you for your consideration. If you have any questions or comments, please contact me at 248-259-6150."

At this time, the Chairman opened the floor for Seth Weinberg, General Counsel and Lodge Weber, Director of Dealership Operations, to address the Commission Members regarding The Vehicle Production Group's business plans and financial updates. Mr. Weinberg responded to the questions posed by the Commission Members regarding VPG's operations and its financials. After a brief discussion, Chairman Brandt requested additional supporting documents regarding the company's liability. Commission Fabre made a motion to give the Chairman the authority to make a determination whether to grant the waiver of the bond after reviewing the requested documents, pursuant to LSA-R.S. 32:1254D(6)(a) for The Vehicle Production Group. Commissioner Duhon seconded this motion and it was unanimously approved.

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The Executive Director advised the Commission Members a bond waiver requests had been received on December 22, 2011 from Gilles Boivin, Treasurer of Labrie Environmental Group to the Executive Director, along with a consolidated earnings and balance sheet for November 26th, 2011:

"Labrie Environmental Group would like to request the waiver of the original \$1,000,000.00 surety bond requested by your commission for the Initial Converter application.

The reason why we believe we should not provide a surety bond is that our company has been in business for over fifty years. The Labrie Environmental Group is a top tier manufacturer of equipment for the solid waste industry in North America and we are already located in 42 states.

We thank you for your attention to our request."

At this time, the Chairman opened the floor for Craig Williams, Central U.S. Regional Sales Manager of Labrie Environmental Group, to address the Commission Members regarding Labrie Environmental Group's business plans and financial report. Mr. Williams responded to the questions posed by the Commission Members regarding Labrie Environmental Group's operations and its financials. After a brief discussion, Commissioner Duhon made a motion to waive the bond requirement of LSA-R.S. 32:1254D(6)(a) for Labrie Environmental Group. Commissioner Ryan seconded this motion and it was unanimously approved.

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The Executive Director advised the Commission Members a bond waiver requests had been received via e-mail around January 6, 2012 between Stacey Broussard, Commission staff and Brian Shaw, Manager, Tax Accounting and Reporting of Fisher Automotive, Inc. whose bond was waived only for one year to obtain a new motor vehicle manufacturer's license #MN-2011-00124. In order to renew its 2012 license, Fisker Automotive, Inc. Is requesting its one-million bond requirement be waived pursuant to LSA-R.S. 32:1254D(6)(a). Mr. Shaw also submitted a consolidated financial statement for the the month ended November 30, 2011. At this time, the Chairman opened the floor for Tom Casey, Esq., representing Fisker Automotive, Inc. to addressed the Commission Members regarding Fisker Automotive's sales and financial situation. After reviewing their consolidated financial statement, the Chairman stated that Fisker Automotive's financial statement was not reflecting the sales for the past year and its financial situation was not strong. After much discussion regarding the financials, Commissioner Ryan made a motion to waive the bond requirement for one license year, pursuant to LSA-R.S. 32:1254D(6)(a) for Fisker Automotive, Inc. at which time new financials would be reviewed. Commissioner Corley seconded this motion and it was unanimously approved.

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The Executive Director announced that the next topic is the ongoing efforts of Commissioners Westbrook, Bent, Hicks and Counselor McCranie regarding the propose silo of the recreational products laws and presented the Commission Members with the following draft from Jay Landers, Senior Director of Government Affarirs of RVIA:

"Revised 1-5-12 according to agreement of 12-12-11.

**RV Franchise Law silo:**

**1252. Definitions**

The following words, terms, and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them in this Section, except where the context clearly indicates a different meaning:

(1) "All-terrain vehicle" commonly referred to as "ATV" means any vehicle with three or more low-pressure flotation-type tires designed by the manufacturer or any vehicle altered to be used as an off-road recreational vehicle. "All-terrain vehicle" shall also include all-terrain vehicle trailers. "All-terrain vehicle" shall not include golf carts.

(2) "Ambulance" means a vehicle used exclusively for providing emergency and nonemergency medical care to an injured or ill person or transporting an injured or ill person, if the vehicle provides all of the following:

(a) A driver's compartment.

(b) A compartment to accommodate an emergency medical care technician or paramedic and two injured or ill persons so positioned that one of the injured or ill persons can be given intensive lifesupport during transit.

(c) Equipment and supplies for emergency care of an injured or ill person where the ill person is located or at the scene of an injury-producing incident as well as in transit.

(d) Two-way radio communication capability.

(e) Equipment for light rescue or extrication procedures.

(3) "Boat" means a component of a marine product that is not equipped with an outboard or inboard/outboard motor attached thereto.

(4) "Boat package" means a boat that is equipped from its manufacturer or distributor with an inboard, outboard, or inboard/outboard motor or engine attached thereto, installed thereon, or shipped or invoiced together as a package. For the purposes of this Chapter, the boat package brand shall be determined by the brand of the boat.

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

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

(b) A manufacturer, distributor, convertor, or bona fide employee of a manufacturer, distributor, or convertor, when acting on behalf of a manufacturer, distributor, or convertor.

(c) At any point in the transaction, the bona fide owner of the motor vehicle or recreational product involved in the transaction.

(6) "Commission" means the Louisiana Motor Vehicle Commission created by this Chapter or its designee.

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

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

(b) A marine dealer's area of responsibility shall mean the marine dealer's area of principal sales and service responsibility as specified by the contract, franchise, or selling agreement in effect with the manufacturer or distributor. The marine manufacturer or distributor shall designate and provide to the commission in writing the marine dealer's area of responsibility when the contract is granted or, should there be contracts in existence on August 15, 2004, without such designation, the commission shall require the manufacturer or distributor to designate the area of responsibility. The manufacturer or distributor shall adopt uniform procedures to establish

the area of responsibility that is assigned to a marine dealer. The uniform procedures shall include market research information from identified credible industry sources that project product sales of the brand of marine product for which the contract or franchise agreement is granted. In the absence of such designation by the manufacturer or distributor, or in the event that the area of responsibility designated by the manufacturer or distributor is rejected by the commission and such decision by the commission is affirmed on appeal, the marine dealer's area of responsibility shall mean either of the following:

(i) The area within a fifteen-mile radius of the dealership if the dealership is located in a parish containing a population of four hundred thousand persons or more.

(ii) The area within a thirty-mile radius of the dealership if the dealership is located in a parish containing a population of less than four hundred thousand persons.

(c) A motorcycle or all-terrain vehicle dealer's area of responsibility shall mean the area within at least a thirty-mile radius of the location of his dealership.

**(8) "Converter" or "secondary manufacturer" means a person who prior to the retail sale of motor vehicles, assembles, installs, or affixes a body, cab, or special equipment to a chassis, or who substantially adds, subtracts from, or modifies a previously assembled or manufactured motor vehicle. ????? delete???**

(9) "Dealer-operator" shall mean the natural person designated in the franchise as the operator of a motor recreational vehicle dealership.

(10) "Designated successor" means the spouse, child, grandchild, parent, brother, or sister, of a dealer who, in the case of a deceased dealer, is entitled to inherit the dealer's ownership interest in the dealership under the terms of the dealer's will; the spouse, or other person who has otherwise been designated in writing by a deceased dealer to succeed him in the a motor recreational vehicle dealership, such designation having been furnished to the manufacturer; or the spouse, or other person who, under the laws of intestate succession of this state is entitled to inherit the interest; or who, in the case of an incapacitated dealer, has been appointed by a court in a proceeding interdicting the dealer as the legal representative of the dealer's property. The terms shall also include the appointed and qualified personal representative and testamentary trustee of a deceased dealer.

(11) "Distributor" or "wholesaler" means any person, resident or nonresident, who in whole or in part sells or distributes motor vehicles, new, remanufactured, reconditioned, or rebuilt motor vehicle motors, or recreational vehicles products to motor vehicle or recreational products dealers, or who maintains distributor representatives.

(12) "Distributor branch" means a branch office maintained by a person, resident or nonresident, who in whole or in part sells or distributes motor vehicles or recreational vehicles products to motor vehicle or recreational vehicle products dealers, or for directing or supervising, in whole or in part, its representatives.

(13) "Distributor representative" means any officer, agent, or employee employed by a distributor, distributor branch, or wholesaler.

(14) "Established place or established place of business" shall mean a permanently enclosed building or structure either owned, leased, or rented, which meets local zoning or municipal requirements, and regularly occupied by a person, easily accessible to the public at which the regular business of a licensee will be carried on in good faith, and, at which place of

business shall be kept and maintained the books, records, and files necessary to conduct the business; and shall not mean residences, tents, temporary stands, lots, or any temporary quarters.

(15) "Factory branch" means a branch office maintained by a person who fabricates, manufactures, or assembles ~~motor vehicles or recreational vehicles products~~, for the sale of ~~motor vehicles or recreational vehicles products~~ to distributors, or for the sale ~~motor vehicles or recreational vehicles products~~ to ~~motor vehicle or recreational vehicle products~~ dealers, or for directing or supervising, in whole or in part, its representatives.

(16) "Factory representative" means any officer, agent, or employee employed by a person who fabricates, manufactures, or assembles ~~motor vehicles or recreational vehicles products~~, or by a factory branch, for the purpose of making or promoting the sale of his, its, or their ~~motor vehicles or recreational vehicles products~~, or for supervision or contacting his, its, or their dealers or prospective dealers.

(17) "Financial institution" means any person organized to engage in the business of banking pursuant to the laws of the United States or Title 6 of the Louisiana Revised Statutes of 1950.

~~(18) "Fire truck" means any one of the following:-~~

~~(a) A pumper fire apparatus, which is a vehicle equipped with a permanently mounted fire pump of 750 gpm (2850 L/min) rated capacity or greater, a water tank of at least 500 gal (1900 L), and hose body. The primary purpose of this type of apparatus is to combat structural and associated fires.-~~

~~(b) An initial attack fire apparatus, which is a vehicle equipped with an attack pump of 250 through 700 gpm (950 through 2650 L/min), a water tank, and minimum hose and equipment, that is designed primarily for rapid response and initiating a fire attack on structural, vehicular, or vegetation fires and supporting associated fire department operations.-~~

~~(c) A mobile water supply fire apparatus, which is a vehicle equipped with a water tank of at least 1000 gal (3800 L) and designed primarily for transporting water to fire emergency scenes to be applied by other vehicles or pumping equipment.-~~

~~(d) An aerial ladder and elevating platform fire apparatus, which is a vehicle equipped with a permanently mounted, power-operated aerial ladder or with a passenger carrying platform attached to the uppermost boom of a series of telescoping, articulating, or telescoping and articulating booms and designed to provide rescue capability from elevated positions and the positioning of firefighters and elevated master streams for fire suppression tasks.-~~

(19) "Franchise" means any written contract or agreement between a ~~motor vehicles or recreational vehicle products~~ dealer, a ~~motor recreational vehicle lessor, or a specialty vehicle dealer~~ and a manufacturer ~~or, motor vehicle recreational vehicle lessor franchisor, or converter of a new motor vehicle or specialty vehicle or its distributor or factory branch~~ by which the ~~motor vehicle or recreational vehicle products~~ dealer, ~~motor or recreational vehicle lessor, or specialty vehicle dealer~~ is authorized to engage in the business of selling or leasing the specific makes, models, or classifications of ~~new motor vehicles, recreational vehicles products, or specialty vehicles~~ marketed or leased by the manufacturer, ~~motor or recreational vehicle lessor franchisor, or converter~~ and designated in the franchise agreement or any addendum thereto. For purposes of this Chapter, any written modification, amendment, or addendum to the original franchise agreement, which changes the rights and obligations of the parties to the original franchise agreement, shall constitute a new franchise agreement, effective as of the date of the modification, amendment, or addendum.

~~(20) "Lease facilitator" means a person, other than a motor vehicle or recreational products dealer or a bona fide employee of a motor vehicle or recreational products dealer, or a motor vehicle lessor or a bona fide employee of a motor vehicle lessor, who engages in one or both of the following activities:-~~

~~(a) Holds himself out to any person as a "motor vehicle leasing company" or "motor vehicle leasing agent" or uses a similar title, for the purpose of soliciting or procuring a person to enter into a contract or agreement to become the lessee of a motor vehicle or recreational product that is not, and will not be, titled in the name of and registered to the lease facilitator.-~~

~~(b) Otherwise solicits a person to enter into a contract or agreement to become a lessee of a vehicle that is not, and will not be, titled in the name of and registered to the lease facilitator, or who is otherwise engaged in the business of securing lessees or prospective lessees of motor vehicles or recreational products that are not, and will not be, titled in the name of and registered to the facilitator.???? delete?~~

(21) "Licensee" means any person who is required to be licensed by the commission pursuant to the provisions of this Chapter.

(22) "Manufacturer" means any person, resident or nonresident, who fabricates, manufactures, or assembles ~~motor vehicles, recreational vehicles products, or new, remanufactured, reconditioned, or rebuilt motor recreational vehicles or marine motors.~~

~~(23) "Marine dealer" means any person who holds a bona fide contract or franchise with a manufacturer or distributor of marine products, except for a person engaged in the business of renting or selling new or used watercraft or boats adapted to be powered only by an occupant's energy, and who holds a license as a marine dealer under the provisions of this Chapter.-~~

~~(24) "Marine motor" means a motor that is a component of a marine product that is sold separately from a boat when delivered to the marine dealer by the distributor or manufacturer.-~~

~~(25) "Marine product" means a new or used watercraft, boat, or motor designed for recreational or commercial use on water and a boat or watercraft trailer. The term also includes an outboard motor or a boat with an inboard/outboard motor attached to it. The term shall not mean a watercraft designed for use primarily for commercial purposes or new or used watercraft or boats adapted to be powered only by occupant's energy.-~~

~~(26) "Marine product line" means a particular model of a marine product designed for recreational or commercial use on water.-~~

~~(27) "Motorcycle" means a motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding a tractor and electric-powered scooters not required to be registered.-~~

(28) "Motor home" means a motor vehicle designed as an integral unit to be used as a conveyance upon the public streets and highways and for use as a temporary or recreational dwelling and having at least four of the following permanently installed systems which meet American National Standards Institute and National Fire Protection Association standards in effect as of the date of manufacture, two of which shall be systems specified below in Subparagraph (a), (d), or (e) of this Paragraph:

(a) Cooking facilities.

(b) Ice box or mechanical refrigerator.

- (c) Potable water supply including plumbing and a sink with faucet either self-contained or with connections for an external source, or both.
- (d) Self-contained toilet or a toilet connected to a plumbing system with connection for external water disposal, or both.
- (e) Heating or air conditioning system, or both, separate from the vehicle engine or the vehicle engine electrical system.
- (f) A one hundred ten/one hundred fifteen volt alternating current electrical system either with its own power supply or with a connection for an external source, or both, or a liquefied petroleum system and supply.

~~(29) "Motor vehicle" means any motor driven car, van, or truck required to be registered which is used, or is designed to be used, for the transporting of passengers or goods for public, private, commercial, or for hire purposes.~~

~~(30)(a) "Motor vehicle dealer" means any person, not excluded by Subparagraph (b) of this Paragraph who holds a bona fide franchise in effect with a manufacturer or distributor of new motor vehicles, and a license under the provisions of this Chapter or a subsidiary of any such entity. Such duly franchised and licensed motor vehicle dealers shall be the sole and only persons entitled to sell, publicly solicit, and advertise the sale of new motor vehicles as such.~~

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

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

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

~~(iii) Employees of persons enumerated in Item (i) of this Subparagraph when engaged in the specific performance of their duties as such employees.~~

~~(iv) Financial institutions engaged in the sale of motor vehicles for the collection of debts secured thereby.~~

(31)(a) "Motor Recreational vehicle lessor" shall mean any person, not excluded by Subparagraph (b) of this Paragraph, engaged in the motor vehicle, recreational products vehicle, or specialty vehicle leasing or rental business. It shall also include a subsidiary of any such entity.

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

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

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

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

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

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

(32) "Motor Recreational vehicle lessor agent" means any natural person, other than a daily rental person, employed by a motor recreational vehicle lessor licensed by the commission whose duties include the leasing, renting or offering for lease or rent products vehicles, recreational products, or specialty vehicles on behalf of said motor vehicle lessor.

(33) "Motor Recreational vehicle lessor franchisor" means any person who grants a franchise to any person granting the right to lease or rent a products vehicles, recreational product, or specialty vehicle under its trade name, trademark, or service mark or to sell used products vehicles, recreational products, or specialty vehicles formerly a part of its rental fleet.

~~(34) "Motor vehicle salesman" means any natural person employed by a licensee of the commission whose duties include the selling, leasing, or offering for sale or lease, financing or insuring motor vehicles, recreational products, or specialty vehicles on behalf of said licensee.~~

~~(35) "New motor vehicle", "new recreational product", or "new specialty vehicle" means a motor vehicle, recreational product, or specialty vehicle, the legal title to which has never been transferred by a manufacturer, distributor, or dealer to an ultimate purchaser.~~

(36) "Person" shall mean any natural or juridical person, firm, association, corporation, trust, partnership, limited liability partnership, professional liability corporation, or limited liability company or any other legal entity.

~~(37) "Recreational products" means new and unused motorcycles, all-terrain vehicles, marine products, recreational vehicles, and trailers as defined in this Chapter.~~

(38) "Recreational products vehicles dealer" means any person who, for a commission or with intent to make a profit or gain of money or other thing of value, buys, sells, brokers, exchanges, auctions, offers, or attempts to negotiate a sale or exchange of an interest in recreational products vehicles and who is engaged wholly or in part in the business of buying and selling recreational products vehicles in the state of Louisiana.

(a) The term shall also include anyone not licensed under Chapter 6 of Title 32 of the Louisiana Revised Statutes of 1950, who sells recreational products vehicles and who rents on a daily basis recreational products vehicles, not of the current year or immediate prior year models, that have been titled previously to an ultimate purchaser.

(b) "Recreational products vehicles dealer" shall not include any of the following:

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

(ii) Public officers while performing their official duties.

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

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

(v) Insurance companies.

(vi) Auctioneers or auction houses who are not engaged in the auction of recreational products vehicles as the principal part of their business, including but not limited to the following auctions: estate auctions, bankruptcy auctions, farm equipment auctions, or government auctions.

(39) "Recreational vehicle" means a motorized or towable vehicle that combines transportation and temporary living quarters for travel, recreation, and camping. For purposes of this Chapter, a "recreational vehicle" includes new ~~and used~~ motor homes, new ~~and used~~ travel trailers, new ~~and used~~ fifth-wheel travel trailers, new ~~and used~~ folding camper trailers, and new slide-in truck campers.

(40) "Retail sale" or "sale at retail" means the act or attempted act of selling, bartering, exchanging, or otherwise disposing of a ~~motor vehicle, recreational product, or specialty vehicle~~ to an ultimate purchaser for use as a consumer.

(41) "Satellite warranty and repair center" means a ~~motor recreational~~ vehicle repair facility, other than at a ~~motor recreational~~ vehicle dealer franchised location, approved by a manufacturer or distributor and authorized to perform warranty and other repairs on ~~motor recreational~~ vehicles.

(42) ~~"Specialty vehicle" means a motor vehicle manufactured by a second stage manufacturer by purchasing motor vehicle components, including frames and drive trains, and completing the manufacture of finished motor vehicles for the purpose of resale, with the primary manufacturer warranty unimpaired, to a limited commercial market rather than the consuming public. Specialty vehicle includes ambulances, fire trucks, garbage trucks, hearses, limousines, school buses, street sweepers, vacuum trucks, wreckers, and other similar limited purpose vehicles. Specialty vehicle does not include motor homes as defined in this Chapter.~~

(43) ~~"Specialty vehicle dealer" means any person who holds a bona fide franchise in effect with a converter or second stage manufacturer of specialty vehicles and a license under the provisions of this Chapter or a subsidiary of any such entity. Such duly franchised and licensed specialty vehicle dealer shall be the sole person entitled to sell, publicly solicit, and advertise the sale of specialty vehicles.~~

(44) "Subsidiary" shall mean any person engaged in the selling or leasing of ~~motor vehicles, recreational products, or specialty vehicles~~, in which a majority of the ownership interests of such entity is owned by a holder of a license issued by the commission.

**(45) "Trailer" means every single vehicle without motive power designed for carrying property or passengers wholly on its own structure, drawn by a motor vehicle which carries no part of the weight and load of the trailer on its own wheels and having one or more load carrying axles. "Trailer" includes but is not limited to utility trailers, boat trailers, recreational trailers, semitrailers, livestock trailers, and dump trailers. ?????????? delete?**

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

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

(48)(a) ~~"Used motor vehicle dealer" means any person, whose business is to sell, or offer for sale, display, or advertise used motor vehicles, recreational products, or specialty vehicles, or any person who holds a license from the commission and is not excluded by Subparagraph (b) of this Paragraph.~~

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

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

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

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

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

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

(vi) ~~Used motor vehicle dealers licensed pursuant to R.S. 32:781 et seq.~~

(49) ~~"Used motor vehicle facility" means any facility which is owned and operated by a licensee of the commission and offers for sale used motor vehicles, recreational products, or specialty vehicles.~~

(50) ~~"Wrecker" means any motor vehicle equipped with a boom or booms, winches, slings, tilt beds, or similar equipment designed for towing or recovery of vehicles and other objects which cannot operate under their own power or for some reason must be transported by means of towing.~~

(51) ~~"Vehicle" means any motor vehicle, specialty vehicle, or recreational product subject to regulation by this Chapter.~~

(52) ~~"Dealer" means any person licensed to sell a motor vehicle, specialty vehicle, or recreational products~~ vehicle subject to regulation by this Chapter. ~~???? delete?~~

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Possible include new definition of the term "line-make"

"Line-make" means a specific series of recreational vehicle products that:

(a) Are identified by a common series trade name or trademark;

(b) Are targeted to a particular market segment, as determined by their decor, features, equipment, size, weight, and price range; (c) Have lengths and interior floor plans that distinguish the recreational vehicles from other recreational vehicles with substantially the same decor, equipment, features, price, and weight;

(d) Belong to a single, distinct classification of recreational vehicle product type having a substantial degree of commonality in the construction of the chassis, frame, and body; and

(e) The manufacturer/dealer agreement authorizes a dealer to sell.

## 1. Unauthorized acts

It shall be a violation of this Chapter:

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

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

(i) To order or accept delivery of any recreational vehicles ~~product, motor vehicle or vehicles~~, appliances, equipment, parts or accessories therefore, or any other commodity or commodities which shall not have been voluntarily ordered.

(ii) To order or accept delivery of any recreational vehicle with special features, appliances, accessories, or equipment not included in the list price of said recreational vehicles as publicly advertised.

(iii) To order for any person any parts, accessories, equipment, machinery, tools, appliances, or any commodity whatsoever.

(iv) To assent to a release, assignment, novation, waiver, or estoppel which would relieve any person from liability to be imposed by law, unless done in connection with a settlement agreement to resolve a matter pending a commission hearing or pending litigation between a manufacturer, distributor, wholesaler, distributor branch or factory branch, or officer, agent, or other representative thereof.

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

(vi) To waive the right to a jury trial.

(vii) To participate in an advertising group or to participate monetarily in an advertising campaign or contest or to purchase any promotional materials, showroom, or other display decorations or materials at the expense of such motor vehicle dealer or specialty dealer.

~~(viii) To adhere to performance standards that are not applied uniformly to other similarly situated motor vehicle dealers or specialty dealers. Any such performance standards shall be fair, reasonable, equitable, and based on accurate information. If dealership performance standards are based on a survey, the manufacturer, converter, distributor, wholesaler, distributor branch, or factory branch shall establish the objectivity of the survey process and provide this information to any motor vehicle dealer or specialty vehicle dealer of the same line make covered by the survey request. Each response to a survey used by a manufacturer in preparing an evaluation or performance-rating of a motor vehicle dealer shall be made available to that motor vehicle dealer, or it cannot be used by the manufacturer. However, if a customer requests that the manufacturer or distributor not disclose the consumer's identity to the dealer, the manufacturer may withhold the consumer's identity in providing the survey response to the dealer, and the manufacturer may use the response. Any survey used must have the following characteristics:-~~

~~(aa) It was designed by experts.-~~

~~(bb) The proper universe was examined.-~~

~~(cc) A representative sample was chosen.-~~

~~(dd) The data was accurately reported.-~~

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

(x) To pay the attorney fees of the manufacturer or distributor related to hearings and appeals brought under this Chapter.

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

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

~~(d) To unfairly, without just cause and due regard to the equities of such dealer, cancel the franchise of any licensee. Failure to meet performance standards based on a survey of sales penetration in a regional, national, territorial, or other geographic area shall not be the sole cause for cancellation of a franchise. The nonrenewal of a franchise or selling agreement with such dealer or his successor without just provocation or cause, or the refusal to approve a qualified transferee or qualified successor to the dealer-operator as provided for in the franchise or selling agreement, or solely for failure to meet performance standards based on a survey of sales penetration in a regional, national, territorial, or other geographic area, shall be deemed an evasion of this Paragraph and shall constitute an unfair cancellation, regardless of the terms or provisions of such franchise or selling agreement. However, at least ninety-days notice shall be given to the dealer of any cancellation or nonrenewal of a franchise except for a cancellation arising out of the financial default of the motor vehicle dealer or fraudulent activity of the dealer principal which results in the conviction of a crime punishable by imprisonment. The provisions of this Subsection relating to performance standards shall not apply to recreational products dealers.-~~

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

(f) To resort to or use any false or misleading advertisement in connection with his business as such manufacturer of motor recreational vehicles, distributor, wholesaler, distributor branch or factory branch, or officer, agent, or other representative thereof.

(g) To delay, refuse, or fail to deliver motor recreational vehicles in reasonable quantities relative to the licensee's facilities and sales potential in the relevant market area. This Subparagraph shall not be valid, however, if such failure is caused by acts or causes beyond the control of the manufacturer, distributor, or other such party.

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

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



(j) To fail to respond in writing to a written request for consent as specified in Subparagraph (l) above within sixty days of receipt of a written request on the forms, if any, generally utilized by the manufacturer or distributor for such purposes and containing the information required therein. Failure to respond shall be deemed to be consent to the request.

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

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

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

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

(ii) After any of the conditions have been met under Subitems (aa) and (bb) of Item (l) of this Subparagraph, the commission shall allow the manufacturer to compete with licensees of the same-line makes, models, or classifications under an agreement or franchise from said manufacturer for longer than two years when, in the discretion of the commission, the best interest of the manufacturer, consuming public, and licensees are best served.

**(l) To condition the renewal or extension of a franchise on a new motor vehicle dealer's substantial renovation of the dealer's place of business or on the construction, purchase, acquisition, or rental of a new place of business by the new motor vehicle dealer, unless the manufacturer has advised the new motor vehicle dealer in writing of its intent to impose such a condition within a reasonable time prior to the effective date of the proposed date of renewal or extension, but in no case less than one hundred eighty days, and provided the manufacturer demonstrates the need for such demand in view of the need to service the public and the economic conditions existing in the motor vehicle industry at the time such action would be required of the new motor vehicle dealer. As part of any such condition the manufacturer shall agree, in writing, to supply the dealer with an adequate supply and marketable model mix of motor vehicles to meet the sales levels necessary to support the increased overhead incurred by the dealer by reason of such renovation, construction, purchase, or rental of a new place of business. ??? delete ?**

(m) To fail to compensate its dealers for the work and services they are required to perform in connection with the dealer's delivery and preparation obligations according to the terms of compensation that shall be filed with the commission on or before October first of each year. The commission shall find the compensation to be reasonable or the manufacturer shall remedy any deficiencies.

(n) To fail to designate and provide to the commission in writing the community or territory assigned to a licensee.

~~(o) To fail or refuse to sell or offer to sell to all motor vehicle franchisees in a line make, every motor vehicle sold or offered for sale under a franchise to any motor vehicle franchisee of the same-line make, or to unreasonably require a motor vehicle dealer to pay an extra fee, purchase unreasonable advertising displays or any other materials, or to remodel, renovate, or recondition its existing facilities as a prerequisite to receiving a certain model or series of vehicles. However, the failure to deliver any such motor vehicle shall not be considered a violation of this Section if the failure is due to a lack of manufacturing capacity or to a strike or labor difficulty, a shortage of materials, a freight embargo or other cause of which the franchisor has no control. This Subparagraph shall not apply to recreational product manufacturers.~~

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

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

**(r) To demand compliance with facilities requirements that include any requirements that a motor vehicle dealer establish or maintain exclusive office, parts, service or body shop facilities, unless such requirements would be reasonable and justified by business considerations. The burden of proving that such requirements are reasonable and justified by business considerations is on the manufacturer. If the franchise agreement of the manufacturer or distributor requires the approval of the manufacturer or distributor for facility uses or modifications, the manufacturer or distributor shall approve or disapprove such a request in writing within sixty days of receipt of such request. ??? Delete ?**

(s) To use any subsidiary, affiliate, or any other controlled person or entity, or to employ the services of a third party, to accomplish what would otherwise be illegal conduct under this Chapter on the part of the manufacturer or distributor.

~~(t) To operate a satellite warranty and repair center, to authorize a person to perform warranty repairs who is not a motor vehicle dealer, or to authorize a motor vehicle dealer to operate a satellite warranty and repair center within the community or territory of a same-line or make motor vehicle dealer. This Subparagraph shall not apply to recreational product manufacturers.~~

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

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

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

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

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

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

(dd) Any such statements, threats, promises, acts, contracts, or offers of contracts, when their effect may be to lessen or eliminate competition.

(ii) Nothing contained in this Subparagraph shall prohibit a manufacturer or distributor from offering or providing incentive benefits or bonus programs to a retail ~~motor~~ recreational vehicle dealer or prospective retail ~~motor~~ recreational vehicle dealer who makes the voluntary decision to offer to sell or sell any extended service contract or extended maintenance plan offered, sold, backed, or sponsored by the manufacturer or distributor or to sell, assign, or transfer any retail installment sale or lease by him of ~~motor~~ recreational vehicles manufactured or sold by the manufacturer or distributor to a specified finance company or leasing company.

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

(a) To require a purchaser of a recreational vehicle, as a condition of sale and delivery thereof, to also purchase special features, appliances, accessories, or equipment not desired or requested by the purchaser; however, this prohibition shall not apply as to special features, appliances, accessories, or equipment which are permanently affixed to the recreational vehicle.

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

(c) To resort to or use any false or misleading advertisement in connection with his business as such vehicle dealer or ~~motor~~ recreational vehicle salesman.

(d) To sell or offer to sell makes, models, or classifications of new recreational vehicles for which no franchise and license to sell is held.

(e) Except as otherwise approved by the commission, to sell or offer to sell a recreational vehicle from an unlicensed location.

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

(I) That if the sale is not concluded by the financing of the sale to the purchaser within twenty-five days of the delivery, the sale contract shall be null and void.

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

(iii) That there shall be no charge to the purchaser should the conditional sale not be completed, including but not limited to mileage charges or charges to refurbish the vehicle offered for trade-in. However, the purchaser shall be responsible for any and all damages to the recreational vehicle or other vehicles damaged by the fault of the purchaser and any and all liability incurred by the purchaser during the purchaser's custody of the vehicle to the extent provided for in R.S. 22:1296.

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

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

(g) To pay a fee to any person in return for the solicitation, procurement, or production by that person of prospective purchasers for new and used vehicles, except to a salesman licensed under the provisions of this Chapter.

(h) To fail to fully and completely explain each charge listed on a retail buyer's order or recreational vehicle invoice prior to the purchase of a vehicle.

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

~~(j) To fail to disclose to a purchaser, in writing, which components of a specialty vehicle are subject to a manufacturer's or distributor's warranty agreement and which components are subject to a specialty vehicle dealer's or other warranty agreement. The specialty vehicle dealer shall identify in writing the location of the two nearest authorized manufacturer or distributor warranty service providers. School bus warranty repair work, except for engine and transmission repair work, may also be performed by repair facilities, authorized by the manufacturer or distributor, which are not school bus dealers. Further, nothing in this Chapter shall prohibit a manufacturer of school buses licensed by the Louisiana Motor Vehicle Commission from authorizing warranty and other repair or maintenance services to be performed at any location of a motor vehicle dealer licensed under this Chapter which holds a franchise from any affiliate or subsidiary of the school bus manufacturer.~~

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

(ii) To participate in a finance charge that would result in a difference between the buy rate and the contract rate of more than three percentage points.

(iii) The provisions of this Subparagraph shall apply only to transactions subject to the Louisiana Motor Vehicle Sales Finance Act.

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

(a) To represent and sell as a new recreational vehicle any recreational vehicle which has been used or intended to be used and operated for leasing and rental purposes.

(b) To resort to or use any false or misleading advertising in connection with the business of leasing or renting recreational vehicles.

(c) To lease, rent, sell, or offer to sell a recreational vehicle from a location not licensed for such activity.

(d) To rent or lease any recreational vehicle which has been located within this state for a period of thirty days or more, unless such vehicle has been issued a Louisiana license plate by, and all license fees and taxes have been paid to, this state.

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

(f) To fail to fully and completely explain each charge listed on a retail buyer's or lessee's order or vehicle invoice or leasing agreement prior to the lease of a recreational vehicle.

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

~~(4) For a lease facilitator: ( see definition of "lease facilitator – he's not an RV dealer)~~

~~(a) To hold himself out to any person as a "leasing company", "leasing agent", "lease facilitator", or similar title, directly or indirectly engaged in the business of a lease facilitator, or otherwise engaged in the solicitation or procurement of prospective lessees for recreational vehicles not titled in the name of and registered to the lease facilitator, without holding a valid lease facilitator license and being in compliance with the terms of this Chapter.–~~

~~(b) To sell or offer to sell a new vehicle.–~~

~~(c) To accept a fee from a dealer or consumer.–~~

~~(d) To sign a vehicle manufacturer's statement of origin to a vehicle, accept an assignment of a manufacturer's statement of origin to a vehicle, or otherwise assume any element of title to a new vehicle.–~~

~~(e) To procure or solicit prospective lessees for or on behalf of any person other than a motor vehicle lessor.–~~

~~(f) To act in the capacity of or engage in the business of a lease facilitator without a valid appointment from a motor vehicle lessor to act on behalf of the motor vehicle lessor in soliciting prospective lease clients or customers as provided by this Chapter.–~~

~~(5) For a broker:–~~

~~(a) To hold himself out to any person as a "broker", "purchasing company", "sales agent", or similar title, engaged in the business of broker, or otherwise engaged in the solicitation or procurement of prospective purchasers for vehicles not titled in the name of and registered to the broker, unless the broker holds a valid broker license and is in compliance with the terms of this Chapter.–~~

~~(b) To sell, or offer to sell, or display a new vehicle.–~~

~~(c) To be paid a fee by a dealer.–~~

~~(d) To sign a vehicle manufacturer's statement of origin to a vehicle, accept an assignment of a manufacturer's statement of origin to a vehicle, or otherwise assume any element of title to a new vehicle.–~~

~~(e) To act in the capacity of or engage in the business of a broker without a valid license issued as provided by this Chapter and a valid appointment from a motor vehicle lessor to act on behalf of the motor vehicle lessor in soliciting prospective lease clients or customers as provided by this Chapter.–~~

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

~~(i) Any consumer entering into the brokering agreement. The completed copy shall be provided prior to the consumer's signing an agreement for the purchase of the vehicle described in the brokering agreement, or, prior to accepting one hundred dollars or more from that consumer, whichever comes first.–~~

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

~~(g) To accept a purchase deposit from any consumer that exceeds two point five percent of the selling price of the vehicle described in the brokering agreement.–~~

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

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

~~(i) When the final price of the brokered vehicle exceeds the purchase price listed in the brokering agreement.–~~

~~(ii) When the vehicle delivered is not as described in the brokering agreement.–~~

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

~~(j) To act as a seller and provide brokering services, both in the sale transaction.–~~

~~(k) To fail to disclose to the consumer the dollar amount of any fee that the consumer is obligated to pay to the broker. This arrangement shall be confirmed in a brokering agreement.–~~

~~(l) To fail to maintain, for a minimum of three years, a copy of the executed brokering agreement and other notices and documents related to each brokered transaction.–~~

~~(m) To fail to advise the consumer, prior to accepting any money, that a full refund will be given if the motor vehicle ordered through the broker is not obtained for the consumer.–??? delete?~~

(6) For any person or other licensee:

(a) (i) To modify a franchise during the term of the agreement or upon its renewal if the modification substantially and adversely affects the franchisee's rights, obligations, investment, or return on investment without giving sixty-day written notice of the proposed modification to the licensee and the commission which includes the grounds upon which the modification is based, unless the modification is required by law, court order, or the commission. Within the sixty-day notice period the licensee may file with the commission a complaint for a determination whether there is good cause for permitting the proposed modification. The party seeking to modify or replace an agreement shall demonstrate by a preponderance of the evidence that there is good cause for the modification or replacement. The commission shall schedule a hearing within sixty days to decide the matter. Multiple complaints pertaining to the same proposed modifications shall be consolidated for hearing. The proposed modification may not take effect pending the determination of the matter.–

(ii) With respect to recreational products, to modify a franchise during the term of the agreement or upon its renewal if the modification substantially and adversely affect the franchisee's rights, obligations, investment, or return on investment without giving sixty-day written notice of the proposed modification to the licensee and the commission unless the modifications are required by law, court order, or the commission. Within the sixty-day notice period the licensee may file with the commission a complaint for a determination whether there is good cause for permitting the proposed modification. The party seeking to modify or replace an agreement shall demonstrate by a preponderance of the evidence that there is good cause for the modification or replacement. The commission shall schedule a hearing within sixty days to decide the matter. Multiple complaints pertaining to the same proposed modifications shall be consolidated for hearing. The proposed modification may not take effect pending the determination of the matter.

(b) In making a determination of whether there is good cause for permitting a proposed modification, the commission may consider any relevant factor including:

(i) The reasons for the proposed modification.

(ii) Whether the proposed modification is applied to or affects all licensees in a nondiscriminating manner.

(iii) The degree to which the proposed modification will have a substantial and adverse effect upon the licensee's investment or return on investment.

(iv) Whether the proposed modification is in the public interest.

(v) The degree to which the proposed modification is necessary to the orderly and profitable distribution of recreational vehicles and other services by the licensee.

(vi) Whether the proposed modification is offset by other modifications beneficial to the licensee.

(c) The decision of the commission shall be in writing and shall contain findings of fact and a determination of whether there is good cause for permitting the proposed modification. The commission shall deliver copies of the decision to the parties personally or by registered mail.

(7) For any employee of a licensee, while acting in the scope of his employment, to accept any payment, commission, fee, or compensation of any kind from any person other than the employing licensee, unless such payment is fully disclosed to and approved by the employing licensee.

## **§ 2. Indemnification of franchised dealers**

Notwithstanding the terms of any franchise agreement, each manufacturer or converter shall indemnify and hold harmless its franchised dealers against any judgment for damages, including but not limited to court costs and reasonable attorney fees of the dealer, arising out of complaints, claims, or lawsuits including but not limited to strict liability, negligence, misrepresentation, express or implied warranty, or rescission of sale to the extent that the judgment arises out of alleged defective or negligent manufacture, assembly, or design of motor vehicles, specialty vehicle, recreational product, parts, or accessories, or other functions by the manufacturer or converter, which are beyond the control of the dealer.

## **§ 3. Payment to dealers; penalties**

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

## **§ 4. Warranty; compensation; audits of dealer records**

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

(2) In no event shall any manufacturer or distributor pay its dealers at a price or rate for warranty work that is less than that charged by the dealer to the retail customers of the dealer for nonwarranty work of like kind.

(3) Warranty work includes parts and labor performed.

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

(5) The obligations in this Subsection ~~as they relate to recreational products~~ may be modified by contract.

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

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

(a) The claim was false or fraudulent.

(b) The repairs were not properly made.

(c) The repairs were unnecessary to correct the defective condition under generally accepted standards of workmanship.

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

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

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

~~(b) The provisions of Subparagraph (a) of this Paragraph shall not apply to recreational products dealers.~~

(5) Limitations on warranty parts or service compensation, sales incentive audits, rebates, or other forms of incentive compensation, chargebacks for warranty parts or service compensation, and service incentives and chargebacks for sales compensation only shall not be effective in the case of intentionally false or fraudulent claims.

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

(7) No claim may be rejected as late if it has been submitted within sixty days of the date the repair order was written.

#### **§ 5. Motor Recreational vehicle repairs**

Suppliers of mechanical repairs and services for any recreational vehicle subject to regulation pursuant to this Chapter shall provide each consumer with an itemized bill indicating repairs and services performed, parts replaced, or materials used, the total labor charge, and the identity of the mechanic, repairman, or supplier who performed the work. However, nothing in this Section shall prohibit a supplier of mechanical repairs and services from charging a service fee for the use of shop supplies such as rags, fender covers, small amounts of fluid, or other items which are not itemized, provided that such fee does not exceed five percent of the total invoice for mechanical repairs or thirty-five dollars, whichever is less.

#### **§ 6. Damage disclosure**

A. Whenever a new recreational vehicle subject to regulation pursuant to this Chapter is sold to any person, the seller shall notify the purchaser of anybody damage or mechanical damage which the recreational vehicle has sustained that exceeds six percent of the manufacturer's suggested retail price or, in the case of recreational vehicles, six percent of the manufacturer's wholesale price. Such notice shall be in writing and a copy thereof shall be delivered to the purchaser prior to or simultaneous with transfer of the vehicle title.

B. Replacement of a new recreational vehicle's instrument panels, appliances, furniture, cabinetry, televisions, audio equipment, or similar residential components shall not be deemed "damage" pursuant to this Section if such items are replaced with original manufacturers' parts and materials.

C. This Section shall apply to all instances of vehicular body or mechanical damage to vehicles and to all actions involving such damage, notwithstanding the application of other codal, statutory, or regulatory provisions, including but not limited to Civil Code Articles 2520 et seq.

#### **§ 7. Notice regarding recalls**

It shall be a violation of this Chapter for a ~~motor~~ recreational vehicle dealer to sell a new ~~motor~~ recreational vehicle without first supplying a prospective buyer with the following notice: "A new ~~motor~~ recreational vehicle may have been subject to a National Highway Traffic Safety Administration required recall which would be repaired in accordance with manufacturer standards approved by the National Highway Traffic Safety Administration. If such a repair is a concern before you purchase, please ask for a copy of the recall notice, if applicable, to the recreational vehicle being sold." This notice shall be included on the buyer's order in a box and in bold print which is signed by the buyer and the seller or his representative next to the box. If the buyer requests the recall notice, the recall notice shall be included in the sales transaction. If the selling dealer performed the repair, the documents supporting the repair shall also be included in the sales transaction.

#### **§ 8. Sale of water-damaged recreational vehicles**

A. No person shall sell, transfer, or convey any new or used ~~motor~~ recreational vehicle or ~~recreational product~~ to any person without notifying the buyer or receiver of the ~~motor~~ recreational vehicle or ~~recreational product~~ in writing of the extent of any water damage from flooding which occurred to the ~~motor~~ recreational vehicle or ~~recreational product~~ prior to the transaction.

B. If a sale, transfer, or conveyance of a new or used ~~motor~~ recreational vehicle or ~~recreational product~~ occurs in violation of Subsection A of this Section, the person receiving ownership and title to the ~~motor~~ recreational vehicle or ~~recreational product~~ who is not otherwise aware of the damage at the time of the transaction may bring an action to set aside the transaction within one year from the date of the transaction and receive all monies or other property given as consideration for the vehicle less a reasonable assessment for miles drive.

C. For the purposes of this Section, a "water-damaged vehicle" means any ~~motor~~ recreational vehicle or ~~recreational product~~ whose power train, computer, or electrical system has been damaged by flooding.

#### **§ 9. ~~Motor~~ Recreational vehicle lessors; appointment of ~~motor~~ recreational vehicle lease facilitators**

A. (1) Except as otherwise provided by this Chapter, a motor recreational vehicle lessor franchisor may not terminate a franchise prior to the expiration of its term, except for good cause. Good cause shall include but not be limited to the failure of the franchisee to comply with any lawful requirement of the franchise, after being given notice thereof, and a reasonable opportunity, which in no event need be more than thirty days, to cure the failure. ~~Nothing herein shall permit the cancellation of a franchise solely for failure to meet performance standards based on a survey of sales penetration in a regional, national, territorial, or other geographic area.~~

(2) If during the period in which the franchise granted by a ~~motor~~ recreational vehicle lessor franchisor is in effect, there occurs any of the following events, which is relevant to the franchise, immediate notice of termination without opportunity to cure shall be reasonable:

(a) The franchisee abandons the franchise by failing to operate the business for five consecutive days during which the franchisee is required to operate the business under the terms of the franchise, unless such failure to operate is due to fire, flood, or storms beyond the franchisee's control.

(b) The motor vehicle lessor franchisor and the franchisee agree in writing to terminate the franchise.

(c) The franchisee fails, for a period of ten days following notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the franchise.

(d) The franchised business or business premises of the franchise is seized, taken over, or foreclosed on by a creditor, lienholder, or lessor, provided that a final judgment against the franchisee remains unsatisfied for thirty days, unless an appeal bond has been filed.

(e) The franchisee fails to pay any franchise fees or other amounts due to the franchisor within ten days of receiving written notice that such fees are overdue.

(3)(a) No motor vehicle lessor franchisor shall fail to renew a franchise unless the franchisor provides the following:

(i) Written notice to the franchisee at least one hundred eighty days prior to his intention not to renew.

(ii) The franchisee with an opportunity to sell his business, during the one hundred eighty days prior to the expiration of the franchise, to a purchaser meeting the franchisor's then current requirements for granting new franchises, or if not granting a significant number of new franchises, then the current requirements for granting renewal franchises.

(iii) That the refusal not to renew is not for the purpose of converting the franchisee's business premises to operation by employees or agents of the franchisor for such franchisor's own account, provided that nothing in this Section shall prohibit a franchisor from exercising a right of first refusal to purchase a franchisee's business.

(iv) That upon expiration of the franchise, the franchisor agrees not to seek to enforce any covenant of the unrenewed franchisee not to compete with the franchisor or franchisees of the franchisor.

(b) Termination of a franchise shall be permitted pursuant to Paragraphs (1) and (2) of this Subsection, or if the franchisee and the franchisor agree not to renew the franchise.

~~B. (1) A motor vehicle lessor may appoint one or more facilitators licensed pursuant to the terms of this Chapter to represent the motor vehicle lessor in obtaining prospective lease customers. An appointment complies with the requirements of this Subsection if it is in writing, discloses its terms, and otherwise complies with the rules of the commission.~~

~~(2) In a lease contract or agreement between a motor vehicle lessor and a lessee solicited, procured, or produced by a lease facilitator, the motor vehicle lessor shall disclose to the lessee that a fee was paid, or will be paid to the lease facilitator for the solicitation, procurement, or production of the lessee or the lease. The motor vehicle lessor shall include the disclosure required by this Paragraph in a prominent position in one or both of the following manners:~~

~~(a) On the face of the written memorandum of the lease, contract, or agreement.~~

~~(b) On a separate instrument signed by the lessee at the same time as the signing of the lease contract or agreement.~~

~~C. (1) Except as otherwise provided by this Section, a lease facilitator may accept a fee for procuring a vehicle lessee or prospective vehicle lessee for or on behalf of a lessor.~~

~~(2) Nothing in this Section shall limit the ability of a lease facilitator to accept an appointment from more than one lessor.~~

~~(3) Nothing in this Section shall prohibit a lease facilitator from representing a lessor or lessee in the acquisition of a motor vehicle for the purpose of leasing the vehicle to another person.~~

#### **§ 10. Succession; right of first refusal**

A. (1) The terms of the franchise notwithstanding, any recreational vehicle dealer may appoint by will, or other written instrument, a designated successor to succeed in the ownership interest of the dealer in the dealership upon the death or incapacity of the dealer.

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

(i) The designated successor gives the manufacturer or distributor written notice of his or her intention to succeed to the ownership of the dealer within sixty days of the dealer's death or incapacity.

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

(3) The manufacturer or distributor may request, and the designated successor shall provide, promptly upon such request, personal and financial data reasonably necessary to determine whether the succession should be honored.

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

(5) The notice must state the specific grounds for the refusal to honor the succession.

(6) If notice of refusal and discontinuance is not timely served upon the designated successor, the franchise shall continue in effect subject to termination only as otherwise permitted by this Chapter.

(7) In determining whether good cause for the refusal to honor the succession exists, the manufacturer or distributor has the burden of proving that the designated successor is not of good moral character or does not otherwise meet the manufacturer's or distributor's reasonable standards as a franchisee.

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

(i) The manufacturer or distributor shall allow the designated successor a reasonable period of time which shall not be less than six months in which to consummate a sale of the dealership. Any such sale shall be subject to **R.S. 32:1261(1)(d)**. [ cite subject to change as appropriate ]

(ii) Upon termination of the franchise pursuant to such refusal, the provisions of R.S. **32:1268** shall apply. [ cite subject to change as appropriate ]

B. In the event of a proposed sale or transfer of a recreational vehicle dealership and if the franchise agreement has a right of first refusal in favor of the manufacturer or distributor, then, notwithstanding the terms of the franchise agreement, the

manufacturer or distributor shall be permitted to exercise a right of first refusal to acquire the motor recreational vehicle dealer's assets or ownership if all of the following requirements are met:

(1) In order to exercise its right of first refusal, the manufacturer or distributor shall notify the motor recreational vehicle dealer in writing within sixty days of his receipt of the completed proposal for the proposed sale or transfer and all related agreements.

(2) The applicability of R.S. 32:1261(1)(l) shall not be expanded or changed.

**[ subject to change as appropriate ]**

(3) The exercise of the right of first refusal will result in the dealer receiving the same or greater consideration as he has contracted to receive in connection with the proposed change of ownership or transfer.

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

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

(b) No payment of such expenses and attorney fees shall be required if the new owner or transferee has not submitted or caused to be submitted an accounting of those expenses within thirty days of the dealer's receipt of the manufacturer's or distributor's written request for such an accounting. A manufacturer or distributor may request such accounting before exercising his right of first refusal.

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

#### **§ 11. Requirements upon termination; penalty; indemnity**

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

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

~~(i) Vehicles with 0 - 1,000 miles at the cost to the licensee.~~

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

~~(iii) Vehicles with 6,001 miles or over - no obligation to repurchase.~~

~~(iv) Any mileage recorded by a manufacturer in distributing a motor vehicle to a motor vehicle dealer shall not be included in the calculation as provided in this Subparagraph.~~

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

(c) At fair market value, all special tools ~~and automotive service equipment~~ owned by the dealer which were recommended in writing and designated as special tools ~~and equipment~~ and purchased from or purchased at the request of the manufacturer, ~~converter~~, distributor, or representative, if the tools ~~and equipment~~ are in usable and good condition except for reasonable wear and tear. Fair market value shall be no less than cost of acquisition of special tools ~~and automotive service equipment~~ by the dealer.

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

(2) The manufacturer or ~~converter~~ shall make the required repurchase after the dealer terminates his franchise and ~~within thirty days for motor and specialty vehicle dealers and sixty days for recreational vehicle products dealers~~ of the submission to it, by certified mail, return receipt requested, or commercial delivery service with verification of receipt, of a final inventory of motor recreational vehicles and parts on hand.

B. Failure to make such repurchase without just cause shall subject the manufacturer or ~~converter~~ to a penalty of one and one-half percent per month, or fraction thereof, of the inventory value or returnable recreational ~~product, specialty and motor~~ vehicles and parts, signs, special tools, ~~and automotive service equipment~~, payable to the dealer, as long as the repurchase is not made.

C. (1) Upon the involuntary termination, nonrenewal, or cancellation of any franchise by the manufacturer or ~~converter~~, except for termination, nonrenewal, or cancellation resulting from a felony conviction, notwithstanding the terms of any franchise, whether entered into before or after the enactment of this Chapter or any of its provisions, the new motor recreational vehicle dealer shall be allowed fair and reasonable compensation by the manufacturer or ~~converter~~ as agreed by

the parties, or lacking agreement, as determined by the commission, for the dealership facilities if the facilities were required to be purchased or constructed as a precondition to obtaining the franchise or to its renewal; provided that if such facilities were leased and the lease were required as a precondition to obtaining the franchise or to its renewal, then the manufacturer or converter shall be liable for one year's payment of the rent or the remainder of the term of the lease, whichever is less.

(2) Payment under this Section shall entitle the manufacturers, converters, or distributors to possession and use of the facility.

(3) As used in this Section, "manufacturer" shall include a manufacturer, a converter, a distributor, a factory branch, distributor branch, or other subsidiary thereof.

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

#### ~~§ 12. Manufacturer, distributor, or wholesaler repurchase; marine dealer; products~~

~~A. If any marine dealer enters into a franchise with a manufacturer, distributor, or wholesaler wherein the marine dealer agrees to maintain an inventory of marine products or repair parts, the manufacturer, distributor, or wholesaler shall not terminate or fail to renew such franchise unless there is a breach of the franchise by the marine dealer and until ninety days after notice of such intention to terminate, including the breach of the franchise, has been sent by certified mail, return receipt requested, or commercial delivery service with verification of receipt, to the marine dealer and the marine dealer has failed to correct the breach within such period.~~

~~B. If the franchise is terminated as a result of any action by the marine dealer and the manufacturer, distributor, or wholesaler has not given due cause, as provided in this Section, for termination of such franchise, the manufacturer, distributor, or wholesaler shall not be required to repurchase the inventory as provided in this Section; however, if the franchise is terminated as a result of any action by the marine dealer and the manufacturer, distributor, or wholesaler has given the marine dealer due cause, as provided in this Section, to terminate the franchise, the manufacturer, distributor, or wholesaler shall be required to repurchase that inventory previously purchased from them, including any new and unused marines products of the current and immediate prior model or program year and new and unused parts inventory as provided in this Section.~~

~~C. It shall be unlawful for the manufacturer, wholesaler, or distributor, without due cause and pursuant to its own initiating action, to terminate or fail to renew a franchise, unless the manufacturer, wholesaler, distributor repurchases the new and unused inventory as provided for in this Section.~~

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

~~(1) Has made a material misrepresentation in accepting or acting under the franchise.~~

~~(2) Has engaged in an unfair business practice.~~

~~(3) Has engaged in conduct which is injurious or detrimental to public welfare.~~

~~(4) Has failed to comply with any applicable Section of this Chapter.~~

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

~~(6) Has violated the Louisiana marine dealers area of responsibility.~~

~~(7) Has failed to operate in the normal course of business for thirty consecutive days.~~

~~(8) Has failed to comply with the terms of the franchise with the marine dealer.~~

~~(9) Has materially misrepresented the performance or fitness for sale or use of a product line or products covered by the franchise.~~

~~E. If a manufacturer, distributor, or wholesaler does not intend to renew a franchise, the manufacturer, distributor, or wholesaler shall give the marine dealer ninety days written notice prior to the effective date by certified mail, return receipt requested, or commercial delivery service with verification of receipt.~~

~~F. As required by this Section, the manufacturer distributor, or wholesaler shall repurchase that inventory which can be verified as previously purchased from them, including all new and unused marine products of the current and immediate prior model or program year and new and unused parts on hand and held by the marine dealer on the date of termination of the contract. The manufacturer, distributor, or wholesaler shall pay an amount equivalent to the cost actually paid by the marine dealer, including discounts given and rebates paid per unit for any new, unused, undamaged, and unaltered from original invoice and delivery, and complete marine product. The manufacturer, distributor, or wholesaler shall also pay an amount equal to the price paid by the marine dealer for any new, unused, and undamaged repair parts and accessories which are listed in the manufacturer's, distributor's, or wholesaler's prevailing parts list or were delivered in the past forty-eight months and are in their original packaging.~~

~~G. The provisions of this Section shall not require the repurchase from a marine dealer of:~~

~~(1) Any repair part which has a limited storage life or is otherwise subject to deterioration.~~

~~(2) Any single repair part which is priced and packaged as a set of two or more items.~~

~~(3) Any repair part which, because of its condition, is not resalable as a new part without repackaging or reconditioning.~~



- ~~(4) Any inventory for which the marine dealer cannot provide good title, free and clear of all claims, liens, and encumbrances.~~
- ~~(5) Any inventory which the marine dealer desires to keep, provided that the marine dealer has a contractual right to do so.~~
- ~~(6) Any marine product which is not in new, unused, undamaged, and complete condition.~~
- ~~(7) Any repair parts which are not in new, unused, and undamaged condition.~~
- ~~(8) Any inventory which was ordered by the marine dealer on or after the date of receipt of the notification of termination of the franchise.~~
- ~~(9) Any inventory which was acquired by the marine dealer from any source other than the manufacturer, distributor, or wholesaler, or its immediate predecessor.~~
- ~~(10) Any marine product that has been altered substantially from original delivery.~~

~~H. Upon termination of the franchise, the marine dealer shall submit a final inventory of marine products and parts on hand to the manufacturer, distributor, or wholesaler by certified mail, return receipt requested, or commercial delivery service with verification of receipt. If a manufacturer, distributor, or wholesaler fails or refuses to repurchase as required by this Section within thirty days of the receipt of the inventory, without just cause, the manufacturer, distributor, or wholesaler shall be subjected to a penalty of the marine dealer's reasonable attorney fees, court costs, and interest on the inventory value of returnable marine products and parts required to be purchased computed at the rate of one and one-half percent per month from the thirty-first day, as long as such repurchase is not made.~~

~~I. Notwithstanding any other provision of law to the contrary, it shall be unlawful for a manufacturer, distributor, or wholesaler, either by contract or practice, to assess repurchase or restocking charges, freight charges except for return charges, reimbursement of interest charges paid, and any similar charges to the marine dealer.~~

~~J. If a marine dealer completes a bona fide, orderly, and permanent closure of the marine dealership, which does not involve a sale of the dealership, and provides at least ninety days notice to the manufacturer, wholesaler, or distributor, the marine products and parts inventory shall be repurchased by the manufacturer, wholesaler, or distributor in the manner provided for in this Section, when a franchise is terminated as result of action by the manufacturer, wholesaler, or distributor.~~

~~K. In the event of the death or incapacity of the marine dealer or the majority owner of a person operating as a marine dealer, the manufacturer, distributor, or wholesaler shall, at the option of the heirs if the marine dealer died intestate or the legatees or transferees under the terms of the deceased marine dealer's last will and testament if the marine dealer died testate, repurchase the inventory from the heirs, legatees, or transferees as if the manufacturer, distributor, or wholesaler had terminated the contract, and the inventory repurchase provisions of this Section shall apply. The heirs or legatees shall have until the end of the contract term or one year from the date of the death of the marine dealer or majority owner of a person, whichever comes first, to exercise their option pursuant to this Section; provided, however, that nothing in this Section shall require the repurchase of inventory if the heirs, legatees, or transferees and the manufacturer, distributor, or wholesaler enter into a new franchise to operate the marine dealership.~~

**§ 13. Manufacturer termination of line-make; manufacturer bankruptcy; license**

Notwithstanding the terms of any franchise or other provision of law, if the termination, cancellation, or nonrenewal of a licensee's franchise is the result of the termination, elimination, or cessation of a line-make by the manufacturer, distributor, or factory branch, whether by bankruptcy or otherwise, the license issued by the commission may remain in effect at the discretion of the commission pursuant to its rules.

At this time, the Chairman opened the floor for Judy McCleary of RVIA and Duane Cowart, lobbyist for marine and motorcycle manufacturers to addressed to the Commission members of regarding recreational product laws siloing issue. Counselor Reggie also reported to the Commission Member the discussion during the last meeting with representatives of recreational product industries wherein all parties agreed to only silo each recreational product law language but not change the substance of the law at this time. After a brief discussion, Mr. Cowart suggested to contact Eric Sunstrum as a representative of the motorcycle dealer and find out from him who would be representing trailer industry, until then the Chairman deferred this issue to the next meeting.

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The Executive Director advised the Commission Members a pre-hearing had been on November 14, 2011, pursuant to LSA-R.S. 49:961C, regarding Hearing #2011-042, Zag.Com, Inc./TRUECAR, 525 Broadway, 3<sup>rd</sup> Floor, Santa Monica, California 90401, for alleged violations of LSA-R.S.32:1254. Application for license; requirements for licensure; contents; licenses; franchise filings and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7. Advertising §723A. Advertising at Cost or Invoice. In attendance representing Zag.Com, Inc./TrueCar were Rob Rieger, Esq., Kevin Hayes, Esq., Sean Wheatley, Esq., Aaron Jacoby, Esq., Jim Weiss, Vice President of Business, Affairs Deputy General Counsel, and Stewart Easterby, Executive Vice President, Dealer Development.; and representing the Commission were: Acting Chairman Bill Westbrook; Counselor Gregory F. Reggie; Commission Investigator, Perry Sponge; Assistant Executive Director, Ingya Cattle; and the Executive Director. The Executive Director advised the Commission Members the following Consent Judgment had been recommended by the Acting Chairman and accepted by the representatives of Zag.Com, Inc./TRUECAR, if accepted and ratified by the Commission. Commissioner Guidry made a motion to accept and ratify the Consent Judgment in this matter. Commissioner Hargroder seconded this motion and it was unanimously approved.

IN RE:

Hearing #2011-042

Zag.Com, Inc./TRUECAR  
525 Broadway, 3<sup>rd</sup> Floor  
Santa Monica, California 90401

**Alleged violations of LSA-R.S.32:1254. Application for license; requirements for licensure; contents; licenses; franchise filings and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7. Advertising §723A. Advertising at Cost or Invoice**

**CONSENT JUDGMENT**

After considering the entire record in this matter and the interest of the parties in amicably resolving it, the parties have consented to a judgment in favor of the Louisiana Motor Vehicle Commission based upon alleged violations by Zag.Com, Inc./TRUECAR of LSA-R.S.32:1254. Application for license; requirements for licensure; contents; licenses; franchise filings and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7. Advertising §723A. Advertising at Cost or Invoice. Therefore, based on the parties' mutual consent;

**IT IS ORDERED, ADJUDGED, AND DECREED** that Zag.Com, Inc./TRUECAR, 525 Broadway, 3<sup>rd</sup> Floor, Santa Monica, California 90401, in complete satisfaction of all above-referenced violations, pay a fine to the Louisiana Motor Vehicle Commission in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Zag.Com, Inc./TRUECAR, 525 Broadway, 3<sup>rd</sup> Floor, Santa Monica, California 90401, pay the cost of the pre-hearing conference to the Louisiana Motor Vehicle Commission in the amount of THREE HUNDRED (\$300.00) DOLLARS.

**JUDGMENT RENDERED AND SIGNED** this 18th day of January 18, 2012.

\_\_\_\_\_  
**Acting Chairman Bill Westbrook  
LOUISIANA MOTOR VEHICLE COMMISSION**

**AGREED:**

**ZAG.COM, INC./TRUECAR**

**By:** \_\_\_\_\_

**LOUISIANA MOTOR VEHICLE COMMISSION**

**By:** \_\_\_\_\_

Gregory F. Reggie, Commission Counsel

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The Executive Director advised the Commission Members a pre-hearing had been on November 14, 2011, pursuant to LSA-R.S. 49:961C, regarding Hearing #2011-090, J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan, 2417 Highway 90 West, New Iberia, Louisiana 70560, for alleged violations of LSA-R.S.32:1261.(2)(c) Unauthorized acts; Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7 §703A. General Prohibition; §709A.2. Availability of Vehicles; §713A.6. Untrue Claims; §719A.1., 2., 3., & 4., C. and D. Dealer Price Advertising; §723A. Advertising at Cost or Invoice; and §747A. & C.. Savings Claims; Discounts. In attendance representing J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan were Jess Tourne, GM/Owner and Thomas O'Neal.; and representing the Commission were: Acting Chairman Bill Westbrook; Counselor Gregory F. Reggie; Commission Investigator, Joel Aguillard; Assistant Executive Director, Ingya Cattle; and the Executive Director. The Executive Director advised the Commission Members the following Consent Judgment had been recommended by the Acting Chairman and accepted by the representatives of J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan, if accepted and ratified by the Commission. Commissioner Corley made a motion to accept and ratify the Consent Judgment in this matter. Commissioner Ryan seconded this motion and it was unanimously approved.

IN RE:

Hearing #2011-090

J. P. Thibodeaux, Inc.  
DBA J. P. Thibodeaux Nissan  
2417 Highway 90 West  
New Iberia, Louisiana 70560

**Alleged violations of LSA-R.S.32:1261.(2)(c) Unauthorized acts; Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7 §703A. General Prohibition; §709A.2. Availability of Vehicles; §713A.6. Untrue Claims; §719A.1., 2., 3., & 4., C. and D. Dealer Price Advertising; §723A. Advertising at Cost or Invoice; and §747A. & C.. Savings Claims; Discounts**

**CONSENT JUDGMENT**

After considering the entire record in this matter and the interest of the parties in amicably resolving it, the parties have consented to a judgment in favor of the Louisiana Motor Vehicle Commission based upon alleged violations by J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan of LSA-R.S.32:1261.(2)(c) Unauthorized acts; Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7 §703A. General Prohibition; §709A.2. Availability of Vehicles; §713A.6. Untrue Claims; §719A.1., 2.,3., &4., C. and D. Dealer Price Advertising; §723A. Advertising at Cost or Invoice; and §747A. & C.. Savings Claims; Discounts. Therefore, based on the parties' mutual consent;

**IT IS ORDERED, ADJUDGED, AND DECREED** that J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan, 2417 Highway 90 West, New Iberia, Louisiana 70560, in complete satisfaction of all above-referenced violations, pay a fine to the Louisiana Motor Vehicle Commission in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS of the fine be suspended conditioned upon J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan, 2417 Highway 90 West, New Iberia, Louisiana 70560, being placed on ONE (1) YEAR probation beginning the date this Consent Judgment is rendered and signed and adhering to all Rules and Regulations of this Commission and Louisiana laws applicable to this Commission during the probationary period. In the event of a violation during the probationary period, the suspended portion of the fine shall become due and payable in full.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that J. P. Thibodeaux, Inc. DBA J. P. Thibodeaux Nissan, 2417 Highway 90 West, New Iberia, Louisiana 70560, pay the cost of the pre-hearing conference to the Louisiana Motor Vehicle Commission in the amount of THREE HUNDRED (\$300.00) DOLLARS.

**JUDGMENT RENDERED AND SIGNED** this 18th day of January, 2012.

\_\_\_\_\_  
**Acting Chairman Bill Westbrook**  
**LOUISIANA MOTOR VEHICLE COMMISSION**

**AGREED:**

**J. P. THIBODEAUX, INC.**  
**DBA J. P. THIBODEAUX NISSAN**

**By:** \_\_\_\_\_

**LOUISIANA MOTOR VEHICLE COMMISSION**

**By:** \_\_\_\_\_  
Gregory F. Reggie, Commission Counsel

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The Executive Director advised the Commission Members a pre-hearing had been on November 14, 2011, pursuant to LSA-R.S. 49:961C, regarding Hearing #2011-095, LeBlanc Nissan, L.C., 14295 Airline Highway, Gonzales, Louisiana 70737, for alleged violations of LSA-R.S.32:1261(2)(c) Unauthorized Acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7. Advertising §723A. Advertising at Cost or Invoice. In attendance representing LeBlanc Nissan, L.C. were V. Price LeBlanc, Jr., Dealer-Principal and Brent LeBlanc, Dealer-Operator; and representing the Commission were: Acting Chairman Bill Westbrook; Counselor Gregory F. Reggie; Commission Investigator, Perry Sponge; Assistant Executive Director, Ingya Cattle; and the Executive Director. The Executive Director advised the Commission Members the following Consent Judgment had been recommended by the Acting Chairman and accepted by the representatives of LeBlanc Nissan, L.C., if accepted and ratified by the Commission. Commissioner Timmons made a motion to accept and ratify the Consent Judgment in this matter. Commissioner Guidry seconded this motion and it was unanimously approved.

**IN RE:**

**Hearing #2011-095**

**LeBlanc Nissan, L.C.**  
**14295 Airline Highway**  
**Gonzales, Louisiana 70737**

**Alleged violations of LSA-R.S.32:1261(2)(c) Unauthorized Acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7. Advertising §723A. Advertising at Cost or Invoice**

**CONSENT JUDGMENT**

After considering the entire record in this matter and the interest of the parties in amicably resolving it, the parties have consented to a judgment in favor of the Louisiana Motor Vehicle Commission based upon alleged violations by LeBlanc Nissan, L.C. of LSA-R.S.32:1261(2)(c) Unauthorized Acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 7. Advertising §723A. Advertising at Cost or Invoice. Therefore, based on the parties' mutual consent;

**IT IS ORDERED, ADJUDGED, AND DECREED** that LeBlanc Nissan, L.C., 14295 Airline Highway, Gonzales, Louisiana 70737, in complete satisfaction of all above-referenced violations, pay a fine to the Louisiana Motor Vehicle Commission in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that LeBlanc Nissan, L.C., 14295 Airline Highway, Gonzales, Louisiana 70737, pay the cost of the pre-hearing conference to the Louisiana Motor Vehicle Commission in the amount of THREE HUNDRED (\$300.00) DOLLARS.

**JUDGMENT RENDERED AND SIGNED** this 18th day of January 18, 2012.

\_\_\_\_\_  
**Acting Chairman Bill Westbrook**  
**LOUISIANA MOTOR VEHICLE COMMISSION**

**AGREED:**

**LEBLANC NISSAN, L.C.**

**By:** \_\_\_\_\_

**LOUISIANA MOTOR VEHICLE COMMISSION**

**By:** \_\_\_\_\_

Gregory F. Reggie, Commission Counsel

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The Executive Director advised the Commission Members a pre-hearing had been on November 14, 2011, pursuant to LSA-R.S. 49:961C, regarding Hearing #2011-070, U-Dump Trailers, LLC, 2610 NW 10<sup>th</sup> Street, Ocala, Florida 34475, for alleged violations of LSA-R.S.32:1254A.(1) & (4) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S.32:1261.(1)(h) Unauthorized acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 5 §513A. License Prior to Shipment. In attendance representing U-Dump Trailers, LLC was Cass Taylor, Vice President and General Manager; and representing the Commission were: Chairman Raymond Brandt; Counselor Gregory F. Reggie; Assistant Executive Director, Ingya Cattle; and the Executive Director. The Executive Director advised the Commission Members the following Consent Judgment had been recommended by the Chairman and accepted by the representatives of U-Dump Trailers, LLC, if accepted and ratified by the Commission. Commissioner Corley made a motion to accept and ratify the Consent Judgment in this matter. Commissioner Hargroder seconded this motion and it was unanimously approved.

**IN RE:**

**Hearing-2011-070**

**U-Dump Trailers, LLC**  
**2610 NW 10<sup>th</sup> Street**  
**Ocala, Florida 34475**

**Alleged violations of LSA-R.S.32:1254A.(1) &(4) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S.32:1261.(1)(h) Unauthorized acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 5 §513A. License Prior to Shipment**

**CONSENT JUDGMENT**

After considering the entire record in this matter and the interest of the parties in amicably resolving it, the parties have consented to a judgment in favor of the Louisiana Motor Vehicle Commission based upon alleged violations by U-Dump Trailers, LLC of LSA-R.S.32:1254A.(1) & (4) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S.32:1261.(1)(h) Unauthorized acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 5 §513A. License Prior to Shipment. Therefore, based on the parties' mutual consent;

**IT IS ORDERED, ADJUDGED, AND DECREED** that U-Dump Trailers, LLC, 2610 NW 10<sup>th</sup> Street, Ocala, Florida 34475, in complete satisfaction of all above-referenced violations, pay a fine to the Louisiana Motor Vehicle Commission in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS of the fine be suspended conditioned upon U-Dump Trailers, LLC, 2610 NW 10<sup>th</sup> Street, Ocala, Florida 34475, file its 2011 application for a recreational products manufacturer license within 15 days of November 14, 2011 and being placed on ONE (1) YEAR probation beginning the date this Consent Judgment is rendered and signed and adhering to all Rules and Regulations of this Commission and Louisiana laws applicable to this Commission during the probationary period. In the event of a violation during the probationary period, the suspended portion of the fine shall become due and payable in full.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that U-Dump Trailers, LLC, 2610 NW 10<sup>th</sup> Street, Ocala, Florida 34475, pay the cost of the pre-hearing conference to the Louisiana Motor Vehicle Commission in the amount of THREE HUNDRED (\$300.00) DOLLARS.

**JUDGMENT RENDERED AND SIGNED** this 18th day of January, 2012.

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**Chairman Raymond J. Brandt**  
**LOUISIANA MOTOR VEHICLE COMMISSION**

**AGREED:**

**U-DUMP TRAILERS, LLC**

**By:** \_\_\_\_\_

**LOUISIANA MOTOR VEHICLE COMMISSION**

**By:** \_\_\_\_\_

Gregory F. Reggie, Commission Counsel

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The Executive Director advised the Commission Members a pre-hearing had been on November 14, 2011, pursuant to LSA-R.S. 49:961C, regarding Hearing #2011-085, Butler Trailer Manufacturing Company, Inc., 259 Hockett Dairy Road, Randleman, North Carolina 27317, for alleged violations of LSA-R.S.32:1254A.(1) & (4) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S.32:1261.(1)(h) Unauthorized acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 5 §513A. License Prior to Shipment. In attendance representing Butler Trailer Manufacturing Company, Inc. was Don Butler, President; and representing the Commission were: Chairman Raymond Brandt; Counselor Gregory F. Reggie; Administrative Coordinator 3, Stacey Broussard; Assistant Executive Director, Ingya Cattle; and the Executive Director. The Executive Director advised the Commission Members the following Consent Judgment had been recommended by the Chairman and accepted by the representatives of Butler Trailer Manufacturing Company, Inc., if accepted and ratified by the Commission. Commissioner Hargroder made a motion to accept and ratify the Consent Judgment in this matter. Commissioner Hicks seconded this motion and it was unanimously approved.

**IN RE:**

**Hearing-2011-085**

**Butler Trailer Manufacturing Company, Inc.**  
**259 Hockett Dairy Road**  
**Randleman, North Carolina 27317**

**Alleged violations of LSA-R.S.32:1254A.(1) &(4) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S.32:1261.(1)(h) Unauthorized acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 5 §513A. License Prior to Shipment**

**CONSENT JUDGMENT**

After considering the entire record in this matter and the interest of the parties in amicably resolving it, the parties have consented to a judgment in favor of the Louisiana Motor Vehicle Commission based upon alleged violations by Butler Trailer Manufacturing Company, Inc. of LSA-R.S.32:1254A.(1) & (4) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S.32:1261.(1)(h) Unauthorized acts; and Louisiana Administrative Code Title 46. Part V. Subpart 1. Chapter 5 §513A. License Prior to Shipment. Therefore, based on the parties' mutual consent;

**IT IS ORDERED, ADJUDGED, AND DECREED** that Butler Trailer Manufacturing Company, Inc., 259 Hockett Dairy Road, Randleman, North Carolina 27317, in complete satisfaction of all above-referenced violations, pay a fine to the Louisiana Motor Vehicle Commission in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS of the fine be suspended conditioned upon Butler Trailer Manufacturing Company, Inc., 259 Hockett Dairy Road, Randleman, North Carolina 27317, file its 2010 and 2011 applications for a recreational products manufacturer license and being placed on ONE (1) YEAR probation beginning the date this Consent Judgment is rendered and signed and adhering to all Rules and Regulations of this Commission and Louisiana laws applicable to this Commission during the probationary period. In the event of a violation during the probationary period, the suspended portion of the fine shall become due and payable in full.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Butler Trailer Manufacturing Company, Inc., 259 Hockett Dairy Road, Randleman, North Carolina 27317, pay the cost of the pre-hearing conference to the Louisiana Motor Vehicle Commission in the amount of THREE HUNDRED (\$300.00) DOLLARS.

**JUDGMENT RENDERED AND SIGNED** this 18th day of January, 2012.

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**Chairman Raymond J. Brandt**  
**LOUISIANA MOTOR VEHICLE COMMISSION**

**AGREED:**

**BUTLER TRAILER MANUFACTURING COMPANY, INC.**

By: \_\_\_\_\_

**LOUISIANA MOTOR VEHICLE COMMISSION**

By: \_\_\_\_\_

Gregory F. Reggie, Commission Counsel

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The Executive Director advised the Commission Members a pre-hearing had been on November 14, 2011, pursuant to LSA-R.S. 49:961C, regarding Hearing #2011-101, Dawkins Polaris, LLC, 5200 Highway 84 West, Vidalia, Louisiana 71373, for alleged violations of LSA-R.S. 32:1254E.(9)(b) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S. 32:1258A. (3), (4), & (6) Denial, revocation, grounds, imposition of a civil penalty, or suspension of license; grounds; expiration; and LSA-R.S.32:1261.(2)(e) Unauthorized acts. In attendance representing Dawkins Polaris, LLC were Michael Dawkins and Tori Dawkins. Owners; and representing the Commission were: Chairman Raymond Brandt; Counselor Gregory F. Reggie; Commission Investigator, Amy Lawson; Assistant Executive Director, Ingya Cattle; and the Executive Director. The Executive Director advised the Commission Members the following Consent Judgment had been recommended by the Chairman and accepted by the representatives of Dawkins Polaris, LLC, if accepted and ratified by the Commission. Commissioner Hargroder made a motion to accept and ratify the Consent Judgment in this matter. Commissioner Hicks seconded this motion and it was unanimously approved.

**IN RE:**

**Hearing-2011-101**

**Dawkins Polaris, LLC  
5200 Highway 84 West  
Vidalia, Louisiana 71373**

**Alleged violations of LSA-R.S. 32:1254E.(9)(b) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S. 32:1258A. (3), (4), & (6) Denial, revocation, grounds, imposition of a civil penalty, or suspension of license; grounds; expiration; and LSA-R.S.32:1261.(2)(e) Unauthorized acts**

**CONSENT JUDGMENT**

After considering the entire record in this matter and the interest of the parties in amicably resolving it, the parties have consented to a judgment in favor of the Louisiana Motor Vehicle Commission based upon alleged violations by Dawkins Polaris, LLC of LSA-R.S. 32:1254E.(9)(b) Application for license; requirements for licensure; contents; licenses; franchise filings; LSA-R.S. 32:1258A. (3), (4), & (6) Denial, revocation, grounds, imposition of a civil penalty, or suspension of license; grounds; expiration; and LSA-R.S.32:1261.(2)(e) Unauthorized acts. Therefore, based on the parties' mutual consent;

**IT IS ORDERED, ADJUDGED, AND DECREED** that Dawkins Polaris, LLC, 5200 Highway 84 West, Vidalia, Louisiana 71373, in complete satisfaction of all above-referenced violations, pay a fine to the Louisiana Motor Vehicle Commission in the amount of FIVE THOUSAND (\$5,000.00) DOLLARS.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS of the fine be suspended conditioned upon Dawkins Polaris, LLC, 5200 Highway 84 West, Vidalia, Louisiana 71373, being placed on ONE (1) YEAR probation beginning the date this Consent Judgment is rendered and signed and adhering to all Rules and Regulations of this Commission and Louisiana laws applicable to this Commission during the probationary period. In the event of a violation during the probationary period, the suspended portion of the fine shall become due and payable in full.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Dawkins Polaris, LLC, 5200 Highway 84 West, Vidalia, Louisiana 71373, pay the cost of the pre-hearing conference to the Louisiana Motor Vehicle Commission in the amount of THREE HUNDRED (\$300.00) DOLLARS.

**JUDGMENT RENDERED AND SIGNED** this 18th day of January, 2012.

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**Chairman Raymond J. Brandt  
LOUISIANA MOTOR VEHICLE COMMISSION**

**AGREED:**

**DAWKINS POLARIS, LLC**

By: \_\_\_\_\_

**LOUISIANA MOTOR VEHICLE COMMISSION**

By: \_\_\_\_\_

Gregory F. Reggie, Commission Counsel

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At this time Counselor Reggie reported to the Commission Members about a meeting that was held with representatives of TrueCar on December 21, 2011 and the subsequent telephone conference held on January 13, 2012.

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The Executive Director reported to the Commission Members the following Sixty-Day Prior Notices had been received since the last report given at the Commission's meeting.

**11/01/2011 SUBARU OF AMERICA, INC.**

RE: E. T. International, L.L.C. DBA Acura of Baton Rouge, 13550 Airline Highway, Baton Rouge, LA 70815.

- ▶ Proposed establishment of a Subaru dealership E. T. International, L.L.C. DBA Acura of Baton Rouge, 13550 Airline Highway, Baton Rouge, LA 70815.
- ▶ Proposed dealer-operator is David L. Fabre.

**11/09/2011 BLAZER BOATS, INC.**

RE: Northlake Marine, Inc., 111 West Hall Avenue, Slidell, LA 70460.

- ▶ Proposed establishment of a Blazer Boat dealership to an existing dealer Northlake Marine, Inc., 111 West Hall Avenue, Slidell, LA 70460.

**11/10/2011 FORD MOTOR COMPANY**

RE: Marshall Bros. Lincoln, LLC DBA Marshall Bros. Lincoln, 4641 Veterans Memorial Boulevard, Metairie, LA 70005.

- ▶ Proposed change in the name of currently licensed dealer **from** Marshall Bros. Lincoln, LLC DBA Marshall Bros. Lincoln, 4641 Veterans Memorial Boulevard, Metairie, LA 70006 **to** Marshall Bros. Lincoln, LLC DBA Marshall Brothers Lincoln, 4641 Veterans Memorial Boulevard, Metairie, LA 70006.

**11/10/11 FORD MOTOR COMPANY**

RE: Sterling Automotive Group, Inc. DBA Sterling Ford-Lincoln, 118 N. Main Street, Opelousas, LA 70570.

- ▶ Proposed establishment of a new motor vehicle dealer Sterling Automotive Group, Inc. DBA Sterling Ford-Lincoln, 118 N. Main Street, Opelousas, LA 70570 **to replace** Bordelon Motors Inc., 118 N. Main Street, Opelousas, LA 70570.
- ▶ Proposed dealer-operator is Arthur C. LeBlanc, Jr.

**11/11/2011 HINO MOTORS SALES U.S.A., INC.**

RE: Kenworth of South Louisiana, L.L.C. DBA Kenworth of South Louisiana, 1302 Bridge view Drive, Port Allen, LA 70767

- ▶ Proposed addition of makes, models, and classification of motor vehicles designated in the franchise or any addendum thereto and sold by an existing dealer.
- ▶ Make: Hino Trucks
- ▶ Models: 238, 258ALP, 258LP, 268, 268A, 338, 338CT
- ▶ Classification: Medium Duty Trucks

**11/11/2011 COVERED WAGON TRAILERS, LLC**

RE: Thib's Trailers, Inc., 906 South Fieldspan Road, Duson, LA 70529.

- ▶ Proposed establishment of a Covered Wagon dealership to an existing dealer Thib's Trailers, Inc., 906 South Fieldspan Road, Duson, LA 70529.

**11/16/2011 HYUNDAI MOTOR AMERICA**

RE: Sterling Automotive Group, Inc. DBA Sterling Hyundai, 5001 Johnston Street, Lafayette, LA 70503.

- ▶ Proposed addition of Hyundai Equus to an existing dealership, Sterling Automotive Group, Inc. DBA Sterling Hyundai, 5001 Johnston Street, Lafayette, LA 70503.

**11/17/2011 BENNCHE, INC.**

RE: Orr Motors of Louisiana, Inc., dba Orr Bennche, 8730 Business Park Drive, Shreveport, LA 71105.

- ▶ Proposed establishment of a new recreational product(s) dealer Orr Motors of Louisiana, Inc., dba Orr Bennche, 8730 Business Park Drive, Shreveport, LA 71105.
- ▶ Proposed dealer-operator's name is Williams Gregg Orr.
- ▶ Proposed corporate/majority ownership is Williams Gregg Orr (100%).

**11/17/2011 BENNCHE, INC.**

RE: Cenla Moto-Sport, Inc., 5518 Monroe Highway, Ball, LA 71405.

- ▶ Proposed establishment of a Bennche dealership to an existing dealer Cenla Moto-Sport, Inc., 5518 Monroe Highway, Ball, LA 71405.

**11/18/2011 HYUNDAI MOTOR AMERICA**

RE: Sellers Automotive, LLC DBA Ralph Sellers Hyundai

- ▶ Proposed addition of Hyundai Equus to an existing dealership, Sellers Automotive, LLC DBA Ralph Sellers Hyundai, 14215 North Airline Highway, Gonzales, LA 70737.

**11/21/2011 FOREST RIVER, INC.**

RE: Premier Performance Marine, LLC, 13322 Airline Highway, Gonzales, LA 70737.

- ▶ Proposed addition of Forest River Xcursion Pontoon boats to an existing dealer Premier Performance Marine, LLC, 13322 Airline Highway, Gonzales, LA 70737.

**11/22/2011 GENERAL MOTORS, LLC**

RE: St. Martin Parish Acquisitions, LLC DBA Courtesy Chevrolet, 7020 Main Highway, St. Martinville, LA 70582

- ▶ Proposed establishment of a new motor vehicle dealer St. Martin Parish Acquisitions, LLC DBA Courtesy Chevrolet, 7020 Main Highway, St. Martinville, LA 70582 **to replace** Douet Motors, Inc., 7020 Main Highway, St. Martinville, LA 70582 .
- ▶ Proposed corporate ownership Courtesy Motors Breaux Bridge (51%) of which is owned by Don Hargroder (100%) and Castille Management Company (49%) of which is owned by Carrol Castille (.5%), Stacey Castille (.5%) and Carrol Joseph Castille and Stacey Domingue Castille Irrevocable Grantor Trust.
- ▶ Proposed dealer operator is Don Hargroder.

**11/29/2011 GENERAL MOTORS, LLC**

RE: Courtesy Chevrolet Pontiac Cadillac of Ruston, LLC DBA Courtesy Chevrolet Buick GMC Cadillac of Ruston 1301 North Service Road, Ruston, LA 71270-2918

- ▶ Proposed change of location **from** Courtesy Chevrolet Pontiac Cadillac of Ruston, LLC DBA Courtesy Chevrolet Buick GMC Cadillac of Ruston 1301 North Service Road, Ruston, LA 71270-2918 **to** Courtesy Chevrolet Pontiac Cadillac of Ruston, LLC DBA Courtesy Chevrolet Buick GMC Cadillac of Ruston, I-20 South Service Road and Highway 33, Ruston, LA.



11/29/2011 GENERAL MOTORS, LLC

RE: Morgan Pontiac, Inc. DBA Morgan GMC-Buick, 8757 Business Park Drive, Shreveport, LA 71105

- ▶ Proposed change in the name of a currently licensed dealer **from** Morgan Pontiac, Inc. DBA Morgan GMC-Buick, 8757 Business Park Drive, Shreveport, LA 71105 **to** Morgan Pontiac, Inc. DBA Morgan Buick GMC Shreveport, 8757 Business Park Drive, Shreveport, LA 71105.

12/6/2011 MACK TRUCKS, INC.

RE: Parish Truck Sales, 1101 Doyle Melacon Extension, Breaux Bridge, LA 70517

- ▶ Proposed establishment of a new motor vehicle dealer Parish Truck Sales, 1101 Doyle Melacon Extension, Breaux Bridge, LA 70517 **to replace** Acadiana Truck And Trailer Sales, LLC, 1101 Doyle Melacon Extension, Breaux Bridge, LA 70517.
- ▶ Proposed corporate ownership is Michael R. Whitlow (50%) and Brian A. Bennett (50%).
- ▶ Proposed dealer operator is Mike Whitlow.

12/6/2011 VOLVO TRUCKS NA

RE: Parish Truck Sales, 1101 Doyle Melacon Extension, Breaux Bridge, LA 70517

- ▶ Proposed establishment of a new motor vehicle dealer Parish Truck Sales, 1101 Doyle Melacon Extension, Breaux Bridge, LA 70517 **to replace** Acadiana Truck Trailer Sales, LLC, 1101 Doyle Melacon Extension, Breaux Bridge, LA 70517.
- ▶ Proposed corporate ownership is Michael R. Whitlow (50%) and Brian A. Bennett (50%).
- ▶ Proposed dealer operator is Mike Whitlow.

12/06/2011 MERCEDES-BENZ USA, LLC

RE: Coury Moss, Inc. DBA Moss Motors, 1401-1403 Surrey Street, Lafayette, LA 70509.

- ▶ Proposed change in the corporate name of a currently licensed dealer **from** Coury Moss, Inc. DBA Moss Motors, 1401-1403 Surrey Street, Lafayette, LA 70509 **to** Moss Motors, Inc. DBA Moss Motors, 1401-1403 Surrey Street, Lafayette, LA 70509.
- ▶ Proposed change in corporate ownership or majority ownership **from** Sharon K. Moss, President (55%) and Coury, Ltd. (45%), of which is wholly-owned by Ameel Sam Coury **to** Sharon K. Moss (76%) and William C. Moss (24%).
- ▶ Proposed designated dealer-operator is William Coury Moss.

12/07/2011 KAWASAKI MOTOR CORP., USA

RE: Indy Motor Sports, LLC, 10113 Highway 40, Independence, LA 70443.

- ▶ Proposed establishment of a new Kawasaki recreational product(s) dealer Indy Motor Sports, LLC, 10113 Highway 40 Independence, LA 70443.
- ▶ Proposed dealer-operator's name is Luke M. DiMattia.
- ▶ Proposed corporate/majority ownership is Luke M. DiMattia (100%).

12/07/2011 KAWASAKI MOTOR CORP., USA

RE: Hall's Motorsports of New Orleans, Inc., 1440 Westbank Expressway, Harvey, LA 70058.

- ▶ Proposed establishment of a new Kawasaki recreational product(s) dealer Hall's Motorsports of New Orleans, Inc, 1440 Westbank Expressway, Harvey, LA 70058 **to replace** D&L Equipment, Inc, 1440 Westbank Expressway, Harvey, LA 70058.

- ▶ Proposed dealer-operator's name is Trent Hall.
- ▶ Proposed corporate/majority ownership is Trent Hall (100%).

**12/13/2011 FOREST RIVER, INC.**

RE: Rick's RV Sales, Inc., 1571 East Main Street, Ville Platte, LA 70586.

- ▶ Proposed establishment of a new Forest River dealership selling XLR travel trailers to an existing dealer Rick's RV Sales, Inc., 1571 East Main Street, Ville Platte, LA 70586.

**12/14/2011 GENERAL MOTORS, L.L.C.**

RE: Vaughn Motors, Inc. DBA Vaughn Chevrolet Buick Pontiac GMC, 1102 NW Main Street, Bunkie, LA 71322

- ▶ Proposed change in the name of a currently licensed dealer **from** Vaughn Motors, Inc. DBA Vaughn Chevrolet Buick Pontiac GMC, 1102 NW Main Street, Bunkie, LA 71322 **to** Vaughn Motors, Inc. DBA Vaughn Chevrolet Buick GMC, 1102 NW Main Street, Bunkie, LA 71322.

**12/16/2011 NOR-TECH HIGH PERFORMANCE BOATS**

RE: Bent Marine, Inc., 8001 Airline Drive, Metairie, LA 70003.

- ▶ Proposed establishment of a new Nor-Tech boat dealership to an existing dealer Bent Marine, Inc., 8001 Airline Drive, Metairie, LA 70003.

**12/16/2011 MAXTRADE, LLC**

RE: R/R Sports International, Inc., DBA Blaze Powersports and Outdoors, 9727 Cameron Street, Duson, LA 70529.

- ▶ Proposed establishment of a new Maxtrade dealership to an existing dealer R/R Sports International, Inc., DBA Blaze Powersports and Outdoors, 9727 Cameron Street, Duson, LA 70529.

**11/20/2011 FOREST RIVER, INC.**

RE: Berryland Motors, L.L.C. DBA Berryland Campers, 42775 Pleasant Ridge Road Extension, Ponchatoula, LA 70454

- ▶ Proposed addition of Forest River Trilogy to an existing dealer Berryland Motors, LLC DBA Berryland Campers, 42775 Pleasant Ridge Road Extension, Ponchatoula, LA 70454.

**12/22/2011 HEARTLAND RV, LLC**

RE: Scotty's Camper Sales, Inc., 1401 East South Peter Street, New Iberia, LA 70560.

- ▶ Proposed addition of Heartland Sundance and Greystone to an existing dealer Scotty's Camper Sales, Inc., 1401 East South Peter Street, New Iberia, LA 70560.

**01/03/2012 BRUNSWICK CORPORATION**

RE: Jerry's Marine, Ltd., 3905 Highway 27 South, Sulphur, LA 70665.

- ▶ Proposed establishment of a Brunswick dealership selling Lowe Boats to an existing dealer Jerry's Marine, Ltd., 3905 Highway 27 South, Sulphur, LA 70665.

**01/03/2012 HYUNDAI MOTOR AMERICA**

RE: Navarre Chevrolet, Inc. DBA Billy Navarre Hyundai of Lake Charles, 1300 E. College Street, Lake Charles, LA 70605

- ▶ Proposed change of location of currently licensed dealer Navarre Chevrolet, Inc. DBA Billy Navarre Hyundai of Lake Charles **from** 1300 E. College Street, Lake Charles, LA 70605 **to** 1280 E. College Street, Lake Charles, LA 70607.

01/03/2012 NEWMAR CORPORATION

RE: Dixie Motors, LLC. DBA Dixie RV Superstores, 100241 Destination Drive, Hammond, LA 70403.

- ▶ Proposed addition of Newmar Corporation Essex motor home to an existing dealer Dixie Motors, LLC. DBA Dixie RV Superstores, 100241 Destination Drive, Hammond, LA 70403.

01/04/2012 BIG TEX TRAILER MANUFACTURING, INC.

RE: Circle T Trailers, Inc., 208 Middle Road, Dubberly, LA 71024.

- ▶ Proposed establishment of a Big Tex Trailer dealership to an existing dealer Circle T Trailers, Inc., 208 Middle Road, Dubberly, LA 71024.

01/05/2012 J&C BOBCAT BOATS, LLC

RE: Doug Letsinger’s Marine Center, Inc., DBA Letsinger Marine, 805 South Grand, Monroe, LA 71201.

- ▶ Proposed establishment of a J&C Bobcat Boat dealership to an existing dealer Doug Letsinger’s Marine Center, Inc., DBA Letsinger Marine, 805 South Grand, Monroe, LA 71201.

01/09/2012 AMERICAN HONDA MOTOR COMPANY, INC.

RE: Slidell Power Sports, LLC, DBA Friendly Powersports, 888 Old Spanish Trail, Slidell, LA 70458.

- ▶ Proposed establishment of a Honda dealership to an existing dealer Slidell Power Sports, LLC, DBA Friendly Powersports, 888 Old Spanish Trail, Slidell, LA 70458 **to replace** Cycle Sport, LLC, 888 Old Spanish Trail, Slidell, LA 70458.

01/09/2012 CHRYSLER GROUP, LLC

RE: Community Motors, Inc, 500 Westin Oaks Drive, Hammond, LA 70403.

- ▶ Proposed change in the name of a currently licensed dealer **from** Community Motors, Inc., 500 Westin Oaks Drive, Hammond, LA 70403 **to** Community Motors, LLC, 500 Westin Oaks Drive, Hammond, LA 70403.

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Chairman Brandt called for a reading of the minutes of the November 14, 2011 meeting. Commissioner Bent made a motion to accept the minutes as read. Commissioner Guidry seconded this motion and it was unanimously approved.

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Chairman Brandt asked for a review of the November and December financial statements of the Louisiana Motor Vehicle Commission, Motor Vehicle Sales Finance Division, copies of which were before each Commission Member. Commissioner Bent made a motion to accept the November and December financial statements as presented and incorporate into these minutes. This motion was seconded by Commissioner Hicks and it was unanimously approved.

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The Chairman called for a review of the Manufacturer license issued:

<u>MANUFACTURER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Club Car LLC	Evans, Georgia	#MN-2011-00130	LSVs: Carryall, Villager

The Executive Director reported the application and supporting documentation were in order for this manufacturer applicant. Commissioner Bent made a motion to ratify the manufacturer license issued, #MN-2011-00130. Commissioner Corley seconded this motion and it was unanimously approved.

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The Chairman called for a review of the distributor license issued.

<u><b>DISTRIBUTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Hyundai Motor America DBA Hyundai Motor America Corporation	Costa Mesa, California	#DS-2011-00129

The Executive Director reported the application and supporting documentation were in order for this distributor applicant. Commissioner Hicks made a motion to ratify the distributor license issued, #DS-2011-00129. Commissioner Timmons seconded this motion and it was unanimously approved.

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The Chairman called for a review of the license issued to convertor or secondary manufacturer.

<u><b>CONVERTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
TYMCO, Inc. of Texas	Waco, Texas	#CV-2012-00102	TYMCO Street Sweepers

The Executive Director reported the application and supporting documentation were in order for this convertor or secondary manufacturer applicant. Commissioner Duhon made a motion to ratify the convertor or secondary manufacturer license issued, #CV-2012-00102. Commissioner Timmons seconded this motion and it was unanimously approved.

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The Chairman called for a review of the specialty vehicle dealer licenses issued.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Broussard, Louisiana	#SV-2010-00170	Elgin, Etnyre, National Crane, Terex Cranes

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Guidry made a motion to ratify the specialty vehicle dealer license, #SV-2010-00170. Commissioner Bent seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Hutchens Innovative Partners, LLC DBA Lone Star Emergency Vehicles	Midlothian, Texas	#SV-2011-00148	Braun, MEDTEC Ambulance

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Timmons made a motion to ratify the specialty vehicle dealer license, #SV-2011-00148. Commissioner Hicks seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	St. Rose, Louisiana	#SV-2011-00155	Elgin, Etnyre, National Crane

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Timmons made a motion to ratify the specialty vehicle dealer license, #SV-2011-00155. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Shreveport, Louisiana	#SV-2011-00156	Elgin, Etnyre, National Crane

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Hicks made a motion to ratify the speciality vehicle dealer license, #SV-2011-00156. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Monroe, Louisiana	#SV-2011-00157	Elgin, Etnyre, National Crane

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Ryan made a motion to ratify the speciality vehicle dealer license, #SV-2011-00157. Commissioner Corley seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Baton Rouge, Louisiana	#SV-2011-00158	Elgin, Etnyre, National Crane

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Fabre made a motion to ratify the speciality vehicle dealer license, #SV-2011-00158. Commissioner Timmons seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Alexandria, Louisiana	#SV-2011-00159	Elgin, Etnyre, National Crane

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Timmons made a motion to ratify the speciality vehicle dealer license, #SV-2011-00159. Commissioner Hicks seconded this motion and it was unanimously approved.

<u><b>SPECIALTY VEHICLE DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Lake Charles, Louisiana	#SV-2011-00164	Elgin, Etnyre, National Crane

The Executive Director reported the application and supporting documentation were in order for this specialty vehicle dealer applicant. Commissioner Guidry made a motion to ratify the speciality vehicle dealer license, #SV-2011-00164. Commissioner Corley seconded this motion and it was unanimously approved.

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The Chairman called for a review of the new motor vehicle dealer licenses issued.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
All Star Motors of Denham Springs, Inc. DBA All Star Dodge Chrysler Jeep	Denham Springs, Louisiana	#N-2011-00424	Chrysler, Dodge, JEEP

The Executive Director reported this was a change in the name of a currently licensed dealer from All Star Dodge, Inc. DBA All Star Dodge Chrysler Jeep, 2590 Range Park Drive, Denham Springs, Louisiana, to All Star Motors of Denham Springs, Inc. DBA All Star Dodge Chrysler Jeep, 2590 Range Park Drive, Denham Springs, Louisiana. The Executive Director added all documents were in order. Commissioner Fabre made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00424. Commissioner Guidry seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Timmons International, L.L.C. DBA Timmons Truck Center	Winnfield, Louisiana	#N-2011-00444	International Trucks

The Executive Director reported this was a change in the corporate ownership or majority ownership from James B. Timmons, Chief Executive Officer (25%), John W. Timmons, President (25%), Billy J. Timmons, Vice-President (25%) and Mary T. Arnold, Member (25%), to James B. Timmons, Chief Executive Officer (22%), John W. Timmons, President (26%), Billy J. Timmons, Vice-President (26%) and Mary T. Arnold, Member (26%). The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00444. Commissioner Ryan seconded this motion and it was unanimously approved. Commissioner Timmons abstained from participation in the discussion and vote of this motor vehicle dealer applicant.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Rainbow Automotive of Hammond, L.L.C. DBA Rainbow Suzuki Imports	Covington, Louisiana	#N-2011-00447	Suzuki

The Executive Director reported this was a change in corporate ownership or majority ownership from Adam J. Bowen (23%), Lloyd J. Guillot, Jr. (11.911%), Lloyd J. Guillot, Sr. (8.382%), Other Investors, (28.4799%), who are Timothy Hollis, (5.735%), Lon Guillot (5.295%), Craig Boudreaux (5.295%), Lawrence Eikel (5.295%), Gary Dinicola (2.205%), Kenneth Kerber, Jr. (2.205%), Brett Oubre (1.567%), and Christopher Roberts (0.822%), and Rainbow Chevrolet-Pontiac, LLC, Holding Company (28.228%), of which is owned by Lloyd J. Guillot, Jr. (52.9%) and Other Investors (47.1%), to Rainbow Chevrolet, LLC (37.422%) of which is owned by Lloyd J. Guillot, Jr. (52.9%) and Other Members (47.1%), Lloyd J. Guillot, Jr. (15.791%), Lloyd J. Guillot, Sr. (11.112%), Timothy E. Hollis (7.603), Lon J. Guillot (7.019%), Craig A. Boudreaux (7.019%) Lawrence E. Eikel (7.019%), Gary A. Dinicola (2.923%), Kenneth F. Kerber, Jr. (2.923%) and Christopher L. Roberts (1.169%). The Executive Director added all documents were in order. Commissioner Duhon made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00447. Commissioner Bent seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Vaughn Ford Lincoln, LLC DBA Vaughn Ford Lincoln	Oakdale, Louisiana	#N-2011-00448	Ford (medium duty trucks, passenger cars), Lincoln

The Executive Director reported this was a change in the name of a currently licensed dealer from Vaughn Ford Lincoln Mercury, LLC, DBA Vaughn Ford Lincoln, 835 Highway 165 South, Oakdale, Louisiana, to Vaughn Ford Lincoln, LLC DBA Vaughn Ford Lincoln, 835 Highway 165 South, Oakdale, Louisiana. The Executive Director added all documents were in order. Commissioner Corley made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00448. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
St. Martin Parish Acquisitions, LLC DBA Courtesy Chevrolet South DBA Courtesy Chrysler Dodge Jeep	St. Martinville, Louisiana	#N-2011-00450	Chevrolet (passenger cars, light duty trucks), Chrysler, Dodge, JEEP

The Executive Director reported this was an establishment of a Chevrolet, Chrysler, Dodge Jeep dealership, St. Martin Parish Acquisitions, LLC DBA Courtesy Chevrolet South DBA Courtesy Chrysler Dodge Jeep, 7020 Main Highway, St. Martinville, Louisiana, to replace Doucet Motors, Inc., 7020 Main Highway, St. Martinville, Louisiana. The Executive Director reported further, the corporate ownership or majority ownership is Courtesy Motors Breaux Bridge (51%) of which is owned by Don P. Hardgroder (100%), and Castille Management Company (49%) of which is owned by Carrol Castille (.5%), Stacey Castille (.5%) and Castille Irrevocable Trust (99%). The designated dealer-operator is Don P. Hargroder. The Executive Director added all documents were in order. Commissioner Guidry made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00450. Commissioner Fabre seconded this motion and it was unanimously approved. Commissioner Hargroder abstained from participation in the discussion and vote of this motor vehicle dealer applicant.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
LTG Lonestar Truck Group East, LLC DBA Shreveport Truck Center	Shreveport, Louisiana	#N-2011-00455	Detroit Diesel, Freightliner, Sterling, Western Star Truck

The Executive Director reported this was a change in the corporate ownership or majority ownership from Victor Emory Corley, Vice-President (38.4%), Gerald Wayne Chunn, President (32%), Jay Simmons,ner (12.5%), Daniel J. Chase, Chief Financial Officer/Treasurer (9.6%), Dan D. Stevens, Partner (7.5%), to Victor Emory Corley, Vice-President (42%), Gerald Wayne Chunn, President (32%), Jay Simmons, Partner (16%), Daniel D. Stevens, Partner (10%). The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00455. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Peterbilt Truck Center of Shreveport, L.L.C.	Bossier City, Louisiana	#N-2011-00457	Peterbilt (heavy duty trucks, medium duty trucks)

The Executive Director reported this was a change in the name of a currently licensed dealer from Peterbilt of Shreveport, L.L.C./Bossier City, 5520 Industrial Drive, Extension, Bossier City, Louisiana, to Peterbilt Truck Center of Shreveport, L.L.C., 5520 Industrial Drive, Extension, Bossier City, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00457. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Marshall Bros. Lincoln, LLC DBA Marshall Brothers Lincoln	Metairie, Louisiana	#N-2011-00458	Lincoln

The Executive Director reported this was a change in the DBA name of a currently licensed dealer from Marshall Bros. Lincoln, LLC DBA Marshall Bros. Lincoln, 4641 Veterans Memorial Boulevard, Metairie, Louisiana, to Marshall Bros. Lincoln, LLC DBA Marshall Brothers Lincoln, 4641 Veterans Memorial Boulevard, Metairie, Louisiana. The Executive Director added all documents were in order. Commissioner Duhon made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00458. Commissioner Bent seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Louisiana Machinery Company, L.L.C. DBA Louisiana Cat	Reserve, Louisiana	#N-2011-00460	Caterpillar Trucks

The Executive Director reported this was an establishment of a Caterpillar dealership Louisiana Machinery Company, L.L.C. DBA Louisiana Cat, 3799 West Airline Highway, Reserve, Louisiana. The Executive Director reported further, the corporate ownership or majority ownership is Clark George Boyce, Jr., Chairman (42.75%), Robert McNutt Boyce, Secretary/Treasurer (42.75%) and Robert Davis Webb, Jr., President (14.50%). The designated dealer-operators are Robert D. Webb, Jr., and Clark G. Boyce, Jr. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00460. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><b>DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>CAR</b></u>
Ford of Slidell, LLC DBA Ford of Slidell	Slidell, Louisiana	#N-2011-00462	Ford (medium duty trucks, passenger cars)

The Executive Director reported this was a change in the names of a currently licensed dealer form Ford, Lincoln of Slidell, L.L.C. DBA Ford Lincoln of Slidell, 400 Howze Beach Road, Slidell, Louisiana, to Ford of Slidell, L.L.C. DBA Ford of Slidell, 400 East Howze Beach Road, Slidell, Louisiana. The Executive Director added all documents were in order. Commissioner Duhon made a motion to ratify the new motor vehicle dealer license issued, #N-2011-00462. Commissioner Bent seconded this motion and it was unanimously approved.

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The Chairman called for a review of the new motor vehicle dealer used motor vehicle facility licenses issued.

<u><b>USED MOTOR VEHICLE FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
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K.P.'s Auto Sales, Inc. DBA Auto Plex 2000 Preowned Super Stores	Lafayette, Louisiana	#DU-2010-00173
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The Executive Director reported this application and supporting documents were in order for this new motor vehicle dealer used motor vehicle facility applicant. Commissioner Guidry made a motion to ratify the new motor vehicle dealer used motor vehicle facility license issued, #DU-2010-00173. Commissioner Corley seconded this motion and it was unanimously approved.

<u><i>USED MOTOR VEHICLE FACILITY</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>
Stonwall Auto Investments, L.L.C. DBA Jimmy Granger's Used Cars	Shreveport, Louisiana	#DU-2011-00146

The Executive Director reported this application and supporting documents were in order for this new motor vehicle dealer used motor vehicle facility applicant. Commissioner Hicks made a motion to ratify the new motor vehicle dealer used motor vehicle facility license issued, #DU-2011-00146. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>USED MOTOR VEHICLE FACILITY</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>
Morein Motor Company, Inc. DBA Morein Used Vehicles	Ville Platte, Louisiana	#DU-2011-00149

The Executive Director reported this application and supporting documents were in order for this new motor vehicle dealer used motor vehicle facility applicant. Commissioner Corley made a motion to ratify the new motor vehicle dealer used motor vehicle facility license issued, #DU-2011-00149. Commissioner Timmons seconded this motion and it was unanimously approved.

<u><i>USED MOTOR VEHICLE FACILITY</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>
Musson-Patout Automotive Group, Inc. DBA Musson-Patout Used Cars of New Iberia	New Iberia, Louisiana	#DU-2011-00154

The Executive Director reported this application and supporting documents were in order for this new motor vehicle dealer used motor vehicle facility applicant. Commissioner Guidry made a motion to ratify the new motor vehicle dealer used motor vehicle facility license issued, #DU-2011-00154. Commissioner Corley seconded this motion and it was unanimously approved.

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The Chairman called for a review of the vehicle protection products license issued.

<u><i>VEHICLE PROTECTION PRODUCT</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>
Automotive Warranty Services, Inc.	Chicago, Illinois	#VPP-2012-00102

The Executive Director reported this application and supporting documentation were in order for this vehicle protection products applicant. Commissioner Duhon made a motion to ratify the vehicle protection products license, #VPP-2012-00102. Commissioner Ryan seconded this motion and it was unanimously approved.

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The Chairman called for a review of the motor vehicle lessor licenses issued.

<u><i>LESSOR</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Broussard, Louisiana	#L-2010-00989

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Guidry made a motion to ratify the motor vehicle lessor license issued, #L-2010-00989. Commissioner Hargroder seconded this motion and it was unanimously approved.



<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
U-Haul Co. of Louisiana	Boyce, Louisiana	#L-2010-00999

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor license issued, #L-2010-00999. Commissioner Corley seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Alexandria, Louisiana	#L-2011-00710

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Ryan made a motion to ratify the motor vehicle lessor license issued, #L-2011-00710. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Baton Rouge, Louisiana	#L-2011-00718

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00718. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Lake Charles, Louisiana	#L-2011-00735

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Corley made a motion to ratify the motor vehicle lessor license issued, #L-2011-00735. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Monroe, Louisiana	#L-2011-00741

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Ryan made a motion to ratify the motor vehicle lessor license issued, #L-2011-00741. Commissioner Hicks seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	St. Rose, Louisiana	#L-2011-00742

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Bent made a motion to ratify the motor vehicle lessor license issued, #L-2011-00742. Commissioner Duhon seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Shreveport, Louisiana	#L-2011-00743

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor license issued, #L-2011-00743. Commissioner Ryan seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Moffitt Enterprises, Inc.	Bossier City, Louisiana	#L-2011-00745

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor license issued, #L-2011-00745. Commissioner Ryan seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
D.C. Rent to Own, L.L.C. DBA Everybody Rides	Baton Rouge, Louisiana	#L-2011-00750

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00750. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
D.C. Rent to Own, L.L.C. DBA Everybody Rides	Lafayette, Louisiana	#L-2011-00751

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Guidry made a motion to ratify the motor vehicle lessor license issued, #L-2011-00751. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
D.C. Rent to Own, L.L.C. DBA Everybody Rides	New Iberia, Louisiana	#L-2011-00754

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Guidry made a motion to ratify the motor vehicle lessor license issued, #L-2011-00754. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
D.C. Rent to Own, L.L.C. DBA Everybody Rides	Opelousas, Louisiana	#L-2011-00755

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Guidry made a motion to ratify the motor vehicle lessor license issued, #L-2011-00755. Commissioner Corley seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
The Hertz Corporation DBA Hertz Local Edition	Lutcher, Louisiana	#L-2011-00760

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Bent made a motion to ratify the motor vehicle lessor license issued, #L-2011-00760. Commissioner Duhon seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Penske Leasing and Rental Company	Reading , Pennsylvania	#L-2011-00764

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Ryan made a motion to ratify the motor vehicle lessor license issued, #L-2011-00764. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
The Hertz Corporation DBA Hertz Local Edition	Hammond, Louisiana	#L-2011-00767

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Bent made a motion to ratify the motor vehicle lessor license issued, #L-2011-00767. Commissioner Duhon seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
D.C. Rent to Own, L.L.C. DBA Everybody Rides	Hammond, Louisiana	#L-2011-00771

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Bent made a motion to ratify the motor vehicle lessor license issued, #L-2011-00771. Commissioner Duhon seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
The Hertz Corporation DBA Hertz Local Edition	Natchitoches, Louisiana	#L-2011-00782

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor license issued, #L-2011-00782. Commissioner Ryan seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
BRT Distributors, L.L.C. DBA Skyline Imports	Baton Rouge, Louisiana	#L-2011-00785

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00785. Commissioner Corley seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Penske Truck Leasing Co., LP	Alexandria, Louisiana	#L-2011-00786

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor license issued, #L-2011-00786. Commissioner Ryan seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
U-Haul Co. of Louisiana	Addis, Louisiana	#L-2011-00788

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00788. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
U-Haul Co. of Louisiana	Baton Rouge, Louisiana	#L-2011-00789

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00789. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
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U-Haul Co. of Louisiana	Baton Rouge, Louisiana	#L-2011-00790
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The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00790. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
U-Haul Co. of Louisiana	Baton Rouge, Louisiana	#L-2011-00791

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor license issued, #L-2011-00791. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Industrial Transports of Louisiana, LLC	Neenah, Wisconsin	#L-2012-00171

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hargroder made a motion to ratify the motor vehicle lessor license issued, #L-2012-00171. Commissioner Duhon seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
TD Auto Finance, LLC	Jacksonville, Florida	#L-2012-00174

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Corley made a motion to ratify the motor vehicle lessor license issued, #L-2011-00710. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
TD Auto Finance, LLC	Westlake, Texas	#L-2012-00176

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor license issued, #L-2012-00176. Commissioner Corley seconded this motion and it was unanimously approved.

<u>LESSOR</u>	<u>CITY</u>	<u>LIC. #</u>
Caterpillar Financial Services Corporation	Nashville, Tennessee	#L-2012-00180

The Executive Director reported the application and supporting documents were in order for this motor vehicle lessor applicant. Commissioner Ryan made a motion to ratify the motor vehicle lessor license issued, #L-2012-00180. Commissioner Guidry seconded this motion and it was unanimously approved.

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The Chairman called for a review of the motor vehicle lessor used motor vehicle facility licenses issued.

<u>LESSOR USED CAR FACILITY</u>	<u>CITY</u>	<u>LIC. #</u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Broussard, Louisiana	#LU-2010-00174

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner Guidry made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2010-00174. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u><b>LESSOR USED CAR FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Alexandria, Louisiana	#LU-2011-00155

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2011-00155. Commissioner Ryan seconded this motion and it was unanimously approved

<u><b>LESSOR USED CAR FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Baton Rouge, Louisiana	#LU-2011-00157

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner Fabre made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2011-00157. Commissioner Timmons seconded this motion and it was unanimously approved

<u><b>LESSOR USED CAR FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Lake Charles, Louisiana	#LU-2011-00160

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner. Corley made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2011-00160. Commissioner Hargroder seconded this motion and it was unanimously approved

<u><b>LESSOR USED CAR FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Monroe, Louisiana	#LU-2011-00161

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner Ryan made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2011-00161. Commissioner Hicks seconded this motion and it was unanimously approved

<u><b>LESSOR USED CAR FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	St. Rose, Louisiana	#LU-2011-00162

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner Bent made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2011-00162. Commissioner Duhon seconded this motion and it was unanimously approved

<u><b>LESSOR USED CAR FACILITY</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Shreveport, Louisiana	#LU-2011-00163

The Executive Director reported the application and supporting documentation were in order for this motor vehicle lessor used motor vehicle facility applicant. Commissioner Hicks made a motion to ratify the motor vehicle lessor used motor vehicle facility license issued, #LU-2011-00163. Commissioner Ryan seconded this motion and it was unanimously approved

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The Chairman called for a review of the recreational product manufacturer licenses issued

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Amera Trail, Inc.	Saint Cloud, Florida	#RM-2010-00403	Boat Trailer: Amera Trail; Utility Trailer: Amera Trail

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2010-00403. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
J.D.C.I. Enterprises DBA Boatmaster Trailers	Fort Myers, Florida	#RM-2010-00404	Boat Trailer: Boatmaster

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2010-00404. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
CJBBB, Inc. DBA Phoenix Boats	Tullahoma, Tennessee	#RM-2010-00405	Boat: Phoenix; Boat Packages: (Marine Master Trailers, Mercury Motors, Phoenix Boats); (Marine Master Trailers, Phoenix Boats, Yamaha Motors); (Marine Master Trailers, Phoenix Boats, Evinrude Motors)

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2010-00405. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
V8 Choppers LLC	Miami, Oklahoma	#RM-2010-00406	Motorcycle: V8 Choppers

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2010-00406. Commissioner Timmons seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Tidewater Boats, LLC	Ridgeville, South Carolina	#RM-2010-00407	Boat: TideWater Boats

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2010-00407. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Lamar Trailers, Inc.	Sumner, Texas	#RM-2011-00358	Utility Trailer: Lamar

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00358. Commissioner Guidry seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Express Scale Parts, Inc.	Shawnee, Kansas	#RM-2011-00360	Utility Trailer: Environmental Bagging System

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00360. Commissioner Corley seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Dutchmen Manufacturing, Inc.	Goshen, Indiana	#RM-2011-00361	Travel Trailer: Dutchmen

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00361. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Jayco, Inc.	Middlebury, Indiana	#RM-2011-00364	Motor Home: Jayco; Travel Trailer: Jayco

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00364. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Rich Godfrey & Associates Inc. DBA Coleman Outboard Motors DBA Coleman Powersports	Scottsdale, Arizona	#RM-2011-00365	ATV: Coleman ; Boat Motor: Coleman Outboard

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00365. Commissioner Timmons seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Tiffin Motorhomes	Red Bay, Alabama	#RM-2011-00366	Motor Home: Allegro Motorhomes

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00366. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Tiger Trailers Inc.	Cookville, Texas	#RM-2011-00369	Utility Trailer: Tiger

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00369. Commissioner Corley seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Carry-On Trailer, Inc.	Lavonia, Georgia	#RM-2011-00373	Utility Trailer: Carry-On

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00373. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Southern Frac, LLC	Waxahachie, Texas	#RM-2011-00379	Utility Trailer: Southern Frac

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00379. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Maverick Boat Company Inc.	Fort Pierce, Florida	#RM-2011-00380	Boat: Maverick; Boat Packages: (Ameratrail Trailers, Maverick Boats, Yamaha Motors); (Ameratrail Trailers, Hewes Boats, Yamaha Motors); (Ameratrail Trailers, Pathfinder Boats, Yamaha Motors); (Cobia Boats, Ameratrail Trailers, Yamaha Motors); (Mercury Motors, Ameratrail Trailers, Maverick Boats); (Mercury Motors, Ameratrail Trailers, Hewes Boats); (Mercury Motors, Ameratrail Trailers, Pathfinder Boats); (Mercury Motors, Cobia Boats, Ameratrail Trailers)

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00380. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
J&C Bobcat Boats, LLC	Winnfield, Louisiana	#RM-2011-00382	Boat: J&C Bobcat

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00382. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Zero Motorcycles Inc.	Scott Valley, California	#RM-2011-00383	Motorcycle: Zero Motorcycles

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00383. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP MANUFACTURER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Club Car LLC	Evans, Georgia	#RM-2011-00385	ATV: XRT Utility ATV

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Bent made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00385. Commissioner Hargroder seconded this motion and it was unanimously approved.



<u><b>RP MANUFACTURER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Yoder Smokers, Inc.	Hutchinson, Kansas	#RM-2011-00392	Utility Trailer: Yoder Smokers

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2011-00392. Commissioner Corley seconded this motion and it was unanimously approved.

<u><b>RP MANUFACTURER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
JCB Inc.	Pooler, Georgia	#RM-2012-00117	ATV: JCB

The Executive Director reported the application and supporting documentation were in order for this recreational product manufacturer applicant. Commissioner Hicks made a motion to ratify the recreational product manufacturer license issued, #RM-2012-00117. Commissioner Timmons seconded this motion and it was unanimously approved.

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The Chairman called for a review of the recreational product distributor licenses issued.

<u><b>RP DISTRIBUTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Amera Trail, Inc.	Saint Cloud, Florida	#RD-2010-00201

The Executive Director reported the application and supporting documentation were in order for this recreational product distributor applicant. Commissioner Bent made a motion to ratify the recreational product distributor license issued, #RD-2010-00201. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><b>RP DISTRIBUTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Shirley Equipment Co., Inc.	Longview, Texas	#RD-2010-00202

The Executive Director reported the application and supporting documentation were in order for this recreational product distributor applicant. Commissioner Bent made a motion to ratify the recreational product distributor license issued, #RD-2010-00202. Commissioner Corley seconded this motion and it was unanimously approved.

<u><b>RP DISTRIBUTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Kawasaki Motors Corp., U.S.A.	Metairie, Louisiana	#RD-2011-00185

The Executive Director reported the application and supporting documentation were in order for this recreational product distributor applicant. Commissioner Bent made a motion to ratify the recreational product distributor license issued, #RD-2011-00185. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><b>RP DISTRIBUTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Kawasaki Motors Corp., U.S.A.	Atlanta, Georgia	#RD-2011-00186

The Executive Director reported the application and supporting documentation were in order for this recreational product distributor applicant. Commissioner Hicks made a motion to ratify the recreational product distributor license issued, #RD-2011-00186. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>RP DISTRIBUTOR</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>
Bennche, Inc.	Carrollton, Texas	#RD-2012-00104

The Executive Director reported the application and supporting documentation were in order for this recreational product distributor applicant. Commissioner Hicks made a motion to ratify the recreational product distributor license issued, #RD-2012-00104. Commissioner Fabre seconded this motion and it was unanimously approved.

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The Chairman called for a review of the recreational product dealer licenses issued.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Louisiana Carts, L.L.C.	Monroe, Louisiana	#RP-2010-00770	ATV: E-ZGO

The Executive Director reported this was a change in the corporate ownership or majority ownership from John E. Pohlson, President (60%), August Rocconi (25%) and John D. Scott (15%), to John E. Pohlson, President (70%), August Rocconi (30%). The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2010-00770. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Shreveport Mack Sales, Inc.	Bossier City, Louisiana	#RP-2011-00616	Utility Trailer: Landoll Trailers

The Executive Director reported this was an establishment of new recreational product(s) dealer, Shreveport Mack Sales, Inc., 4275 Meadow Lane, Bossier City, Louisiana. The Executive Director reported, further, the corporate ownership is Anthony Wayne Price, President (38.03%), Judy P. Cole (38.70%), and Randall L. Price (23.27%). The designated dealer-operator is Anthony Wayne Price. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00616. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Iberia Outboard and Marine Service, Inc.	New Iberia, Louisiana	#RP-2011-00618	Boat Motors: Mercury, Mud Buddy, Yamaha; Boats: Alweld, Excel Boats ; Boat Trailer: McClain Custom Boat Trailers

The Executive Director reported this was an addition of Mercury Marine boat motors to an existing dealership Iberia Outboard and Marine Service, Inc., 2703 Highway 90 East, New Iberia, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00618. Commissioner Guidry seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
First Turn, Inc.	Scott, Louisiana	#RP-2011-00619	ATVs: E-Ton America ATV, Kawasaki ATV , Lil' Pickups, Suzuki ATV's; Boat: Kawasaki Personal; Boat Trailer: EZ Loader; Motorcycles: E-Ton Scooters, Kawasaki Motorcycles, Suzuki Motorcycles

The Executive Director reported this was an addition of ATV's from Buckie's Mini Trucks to an existing dealership First Turn, Inc., 712 I-10 South Frontage Road, Scott, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00619. Commissioner Corley seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Speederzone, LLC	Larose, Louisiana	#RP-2011-00621	ATV: Kandi USA; Motorcycle: Kandi USA

The Executive Director reported this was an establishment of a new recreational product(s) dealer Speeder zone, LLC, 161 East 15th Street, Larose, Louisiana. The corporate ownership is Henry G. Sines, Manager (51%) and Sheila A. Sines, Co-Manager (49%). The designated dealer-operator is Henry G. Sines. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00621. Commissioner Guidry seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Cajun Carts, L.L.C.	Lafayette, Louisiana	#RP-2011-00622	ATV: E-ZGO

The Executive Director reported this was an establishment of a new recreational product(s) dealer Cajun Carts, L.L.C., 2032 Northwest Evangeline Thruway, Lafayette, Louisiana. The corporate ownership is Gregory G. Case, President (50%) and Patricia D. Case, Secretary (50%). The designated dealer-operator is Gregory G. Case. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00622. Commissioner Guidry seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Monroe, Louisiana	#RP-2011-00623	Utility Trailers: Eager Beaver, Interstate Cargo, Viking Trailers

The Executive Director reported this was a change in the corporate ownership or majority ownership from Betty S. Cummins (19.741298%), Jay H. Cummins (0.748140%), Jay Scott Cummins, President (9.492780%), Christina Lynn Cummins (1.408604%), Jamie Scott Cummins (1.408604%), Mary Ellen Cummins Thompson (9.246267%), Addison Lee Thompson (1.015539%), Jay McKoin Thompson (1.009322%), Wesley Scott Thompson (0.820494%), Thomas H. Scott, Jr. (11.705811%), Janie Scott (1.194890%), Evelyn Scott Johnson (14.872760%), Abigail Reed Johnson (0.859510%), Andrew Scott Johnson (0.859510%), Thomas H. Scott, III (15.224484%), Griffin Lee Scott (0.671475%), Elliot Holloman Scott (0.472771%), Oliver A. Scott (0.372752%) George J. Bershen, Sr., Chief Executive Officer (1.498573%), Cheryl Bershen Metzger (1.079209%), Charlotte L. Metzger (0.198704%), David Tyler Metzger (0.198704%), George J. Bershen, Jr. (1.229904%), Kathryn Bershen Barham (1.080543%), Anna A. Barham (0.198704%), Mary Kathryn Barham (0.198704%), Gardner E. Barham (0.198704%) Mary Shawn Bershen Morgan (1.079209%), Mary Auburn Morgan (0.198704%), Nancy Bershen (1.079209%), John Matthew Minninger (0.198704%), Bradley Bershen Minninger (0.198704%), Nell C. Adams (0.030672%), Sam Adams (0.169365%), Lance Pankey, (0.038674%), to Betty S. Cummins (21.742909%), Jay H. Cummins (0.823995%), Jay Scott Cummins (10.455272%), Christina Lynn Cummins (1.551426%), Jamie Scott Cummins (1.551426%), Mary Ellen Cummins Thompson (10.183765%), Addison Lee Thompson (1.118506%), Jay McKoin Thompson (1.111659%), Wesley Scott Thompson (0.903686%), Janie Scott (1.316042%), Evelyn Scott Johnson (16.380740%) Abigail Reed Johnson (1.584074%), Andrew Scott Johnson (1.584074%), Thomas H. Scott, III (16.768126%), Griffin Lee Scott (1.368314%), Elliot Holloman Scott (0.835491%), Oliver A. Scott (0.945651%), George J. Bershen, Sr. (1.650516%), Cheryl Bershen Metzger (1.188633%), Charlotte L. Metzger (0.218851%), David Tyler Metzger (0.218851%), George J. Bershen, Jr. (1.354607%), Kathryn Bershen Barham (1.190102%), Anna A. Barham (0.218851%), Mary Kathryn Barham (0.218851%), Gardner E. Barham (0.218851%), Mary Shawn Bershen Morgan (1.188633%), Mary Auburn Morgan (0.218851%), Nancy Bershen (1.188633%), John Matthew Minninger (0.218851%), Bradley Bershen Minninger (0.218851%), Nell C. Adams (0.033782%), Sam Adams (0.186537%), and Lance Pankey (0.042595%). The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00623. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Scott Equipment Company, L.L.C. DBA Scott Construction Equipment	Shreveport, Louisiana	#RP-2011-00624	Utility Trailers: Eager Beaver, Interstate Cargo, Viking Trailers

The Executive Director reported this was a change in the corporate ownership or majority ownership from Betty S. Cummins (19.741298%), Jay H. Cummins (0.748140%), Jay Scott Cummins, President (9.492780%), Christina Lynn Cummins (1.408604%), Jamie Scott Cummins (1.408604%), Mary Ellen Cummins Thompson (9.246267%), Addison Lee Thompson (1.015539%), Jay McKoin Thompson (1.009322%), Wesley Scott Thompson (0.820494%), Thomas H. Scott, Jr. (11.705811%), Janie Scott (1.194890%), Evelyn Scott Johnson (14.872760%), Abigail Reed Johnson (0.859510%), Andrew Scott Johnson (0.859510%), Thomas H. Scott, III (15.224484%), Griffin Lee Scott (0.671475%), Elliot Holloman Scott (0.472771%), Oliver A. Scott (0.372752%), George J. Bershen, Sr., Chief Executive Officer (1.498573%), Cheryl Bershen Metzger (1.079209%), Charlotte L. Metzger (0.198704%), David Tyler Metzger (0.198704%), George J. Bershen, Jr. (1.229904%), Kathryn Bershen Barham (1.080543%), Anna A. Barham (0.198704%), Mary Kathryn Barham (0.198704%), Gardner E. Barham (0.198704%) Mary Shawn Bershen Morgan (1.079209%), Mary Auburn Morgan (0.198704%), Nancy Bershen (1.079209%), John Matthew Minninger (0.198704%), Bradley Bershen Minninger (0.198704%), Nell C. Adams (0.030672%), Sam Adams (0.169365%), Lance Pankey, (0.038674%), to Betty S. Cummins (21.742909%), Jay H. Cummins (0.823995%), Jay Scott Cummins (10.455272%), Christina Lynn Cummins (1.551426%), Jamie Scott Cummins (1.551426%), Mary Ellen Cummins Thompson (10.183765%), Addison Lee Thompson (1.118506%), Jay McKoin Thompson (1.111659%), Wesley Scott Thompson (0.903686%), Janie Scott (1.316042%), Evelyn Scott Johnson (16.380740%) Abigail Reed Johnson (1.584074%), Andrew Scott Johnson (1.584074%), Thomas H. Scott, III (16.768126%), Griffin Lee Scott (1.368314%), Elliot Holloman Scott (0.835491%), Oliver A. Scott (0.945651%), George J. Bershen, Sr. (1.650516%), Cheryl Bershen Metzger (1.188633%), Charlotte L. Metzger (0.218851%), David Tyler Metzger (0.218851%), George J. Bershen, Jr. (1.354607%), Kathryn Bershen Barham (1.190102%), Anna A. Barham (0.218851%), Mary Kathryn Barham (0.218851%), Gardner E. Barham (0.218851%), Mary Shawn Bershen Morgan (1.188633%), Mary Auburn Morgan (0.218851%), Nancy Bershen (1.188633%), John Matthew Minninger (0.218851%), Bradley Bershen Minninger (0.218851%), Nell C. Adams (0.033782%), Sam Adams (0.186537%), and Lance Pankey (0.042595%). The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00624. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Dannie Davis' Classic Biker Accessories, LLC	Pineville, Louisiana	#RP-2011-00626	ATVs: Jackel, Kymco, Qlink, Taotao; Utility Trailer: Texas Bragg Trailers

The Executive Director reported this was an addition of KYMCO and QLINK ATVs to an existing recreational product(s) dealer Dannie Davis' Classic Biker Accessories, LLC, 7320 Highway 28 East, Pineville, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00626. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
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Cypress Cove Boating Center, LLC	Slidell, Louisiana	#RP-2011-00627	Boat Motor: Yamaha; Boats: Blazer Bass Boats, Blazer Bay, Champion, May-Craft, Scout, Southwind; Boat Packages: (Yamaha Motors, Sailfish Boats), (Evinrude Motors, Southwind Boats), (Mercury Motors, Southwind Boats), (Suzuki Motors, Southwind Boats), (Yamaha Motors, Southwind Boats), (Yamaha Motors, Blazer Boats, Magic Tilt Trailers), (Mercury Motors, Blazer Boats, Magic Tilt Trailers), (Suzuki Motors, Blazer Boats, Magic Tilt Trailers), (Yamaha Motors, Blazer Boats, Metal Fabrication Inc Trailers), (Mercury Motors, Blazer Boats, Metal Fabrication Inc Trailers), (Suzuki Motors, Blazer Boats, Metal Fabrication Inc Trailers); Boat Trailer: Magic-Tilt
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The Executive Director reported this was an addition of Seminole Marine boats and Boat Packages to an existing recreational product(s) dealer Cypress Cove Boating Center, LLC, 3663 Pontchartrain Drive, Slidell, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks t made a motion to ratify the recreational products dealer license issued, #RP-2011-00627. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Superior Investments Holding Company, LLC DBA Superior Car Sales	Cullen, Louisiana	#RP-2011-00629	Utility Trailer: Performance by Parker

The Executive Director reported this was an establishment of a new recreational product(s) dealer Superior Investments Holding Company, LLC DBA Superior Car Sales, 100 Pinehill, Cullen, Louisiana. The corporate ownership is Jeff Slack, Manager (100%) who is also the designated dealer-operator. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00629. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
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Winnsboro Equipment Incorporated	Winnsboro, Louisiana	#RP-2011-00630	ATV: John Deere Gator Utility
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The Executive Director reported this was an establishment of a new recreational product(s) dealer Winnsboro Equipment Incorporated, 5365 Highway 15, Winnsboro, Louisiana. The corporate ownership is James G. Malone, Jr., Owner (51%) and Kenneth D. Malone, Owner (49%). The designated dealer-operators are James G. Malone, Jr. and Tony Roberts. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00630. Commissioner Ryan seconded this motion and it was unanimously approved..

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Hanko's Metal Works, Inc.	Berwick, Louisiana	#RP-2011-00634	Boat Motors: Evinrude, Honda Marine, Mercury, Suzuki Boat Motors, Yamaha; Boats: Alweld, Hanko, Voyager; Boat Trailer: Magic-Tilt

The Executive Director reported this was an addition of BRP US, Inc. boat motors and Lake Raider boats to an existing recreational product(s) dealer Hanko's Metal Works, Inc., 995 Utah Street, Berwick, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00634. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
United Homes, Inc. DBA United Home & RV	Iowa, Louisiana	#RP-2011-00635	Travel Trailers: Coachmen, Crossroads RV, Forest River Trailers, Keystone RV

The Executive Director reported this was an addition of Alpine and Avalanche by Keystone RV Company and Cruiser by DC Corporation of Indiana to an existing recreational product(s) dealer United Homes, Inc. DBA United Home & RV, 514 West Frontage Road, Iowa, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00635. Commissioner Corley seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Thib's Trailers, Inc.	Duson, Louisiana	#RP-2011-00636	Utility Trailers: Aluminum, Covered Wagon, Forest River, Lark Trailer, Pace American, Performance by Parker, ProPull Trailers, Thib's

The Executive Director reported this was an addition of Covered Wagon Trailers (all models) to an existing recreational product(s) dealer Thib's Trailers, Inc., 906 South Fieldspan Road. Duson, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00636. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
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Wesley M. Williams, Inc. DBA Trailers of Louisiana	New Iberia, Louisiana	#RP-2011-00637	Boat Trailers: Diamond City Boat Trailer, EZ Loader; Travel Trailer: Continental Cargo; Utility Trailers: Continental Cargo, Covered Wagon, Diamond City Utility Trailers, Texas Bragg Trailers
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The Executive Director reported this was an addition of Covered Wagon utility trailers to an existing recreational product(s) dealer Wesley M. Williams, Inc. DBA Trailers of Louisiana, 5703 Frontage Road East Highway 90, New Iberia, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00637. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Dawkins Polaris, LLC	Vidalia, Louisiana	#RP-2011-00638	ATV: Polaris

The Executive Director reported this was a change of location from Dawkins Polaris, LLC, 6074 Highway 84, Ferriday, Louisiana, to Dawkins Polaris, LLC, 5200 Highway 84 East, Vidalia, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00638. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Real Deal Ent., LLC DBA Real Deal Marine	Alexandria, Louisiana	#RP-2011-00640	ATV: Big Muddy ATV; Boat Motors: Evinrude, Mud Buddy, Suzuki Boat Motors, Yamaha; Boats: Blazer Bass Boats, Blazer Bay, Bullet Boats, Veranda Pontoon, War Eagle, Xpress; Boat Trailers: Diamond City Boat Trailer, Magic-Tilt; Utility Trailer: Diamond City Utility Trailer

The Executive Director reported this was an addition of Mud Buddy boat motors to an existing recreational product(s) dealer Real Deal Ent., LLC DBA Real Deal Marine, 2048 Rapids Avenue, Alexandria, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00640. Commissioner Timmons seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
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<p>Real Deal Ent., LLC DBA Real Deal Marine</p>	<p>Alexandria, Louisiana</p>	<p>#RP-2011-00641</p>	<p>ATV: Big Muddy ATV; Boat Motors: Evinrude, Mud Buddy, Suzuki Boat Motors, Yamaha; Boats: Blazer Bass Boats, Blazer Bay, Veranda Pontoon, War Eagle, Xpress; Boat Packages: (Yamaha Motors, BackTrack Trailers, Xpress Boats), (Yamaha Motors, Bear Trailers, Xpress Boats), (Yamaha Motors, BackTrack Trailers, Veranda Boats), (Yamaha Motors, Bear Trailers, Veranda Boats), (Yamaha Motors, Blazer Boats, Magic Tilt Trailers), (Mercury Motors, Blazer Boats, Magic Tilt Trailers), (Suzuki Motors, Blazer Boats, Magic Tilt Trailers), (Yamaha Motors, Blazer Boats, Metal Fabrication Inc Trailers), (Mercury Motors, Blazer Boats, Metal Fabrication Inc Trailers), (Suzuki Motors, Blazer Boats, Metal Fabrication Inc Trailers), (Yamaha Motors, EZ TRAC Trailers, Excel Boats), (Mercury Motors, EZ TRAC Trailers, Excel Boats), (Suzuki Motors, EZ TRAC Trailers, Excel Boats), (EZ TRAC Trailers, Excel Boats, Mud Buddy Motors), (Yamaha Motors, Excel Boats, Diamond</p>
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<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Real Deal Ent., LLC DBA Real Deal Marine	Alexandria, Louisiana	#RP-2011-00641	(Mercury Motors, Excel Boats, Diamond City Trailers), (Suzuki Motors, Excel Boats, Diamond City Trailers), (Excel Boats, Mud Buddy Motors, Diamond City Trailers), (Mercury Motors, Stratos Boats, Stratos Trailers), (Stratos Boats, Yamaha Motors, Stratos Trailers), (Stratos Boats, Evinrude Motors, Stratos Trailers), (Stratos Boats, Suzuki Motors, Stratos Trailers); Utility Trailer: Diamond City Utility Trailers

The Executive Director reported this was an addition of Aluma-Weld, Blazer, Excel, and Team Ward boat packages to an existing recreational product(s) dealer Real Deal Ent., LLC DBA Real Deal Marine, 2048 Rapids Avenue, Alexandria, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00641. Commissioner Timmons seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Cutters Outdoor Power Equipment DBA Richard Johnston	Lake Charles, Louisiana	#RP-2011-00642	ATV: Bad Boy MTV; Boat Motor: Pro-Drive; Boat: Pro-Drive; Boat Package: Pro-Drive

The Executive Director reported this was an addition of MTV 1500 ATV by Nad Boy, Inc. to an existing recreational product(s) dealer Cutters Outdoor Power Equipment DBA Richard Johnston, 515 6<sup>th</sup> street, Lake Charles, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00642. Commissioner Corley seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Cenla Moto-Sport, Inc.	Ball, Louisiana	#RP-2011-00643	ATVs: Bennche ATV, Yamaha ATV

The Executive Director reported this was an addition of Bennche ATV(s) to an existing recreational product(s) dealer Cenla Moto-Sport, Inc., 5518 Monroe Highway, Ball, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00643. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
B & B Enterprises of Gonzales, Inc.	Gonzales, Louisiana	#RP-2011-00645	Utility Trailers: Cargo Craft of Texas, Falcon, Neckover

The Executive Director reported this was an addition of Neckover Trailers by C Diamond F, Inc. to an existing recreational product(s) dealer B & B Enterprises of Gonzales, Inc., 13485 Airline Highway, Gonzales, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00645. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Weeks Tractor & Supply Co., L.L.C.	Natchitoches, Louisiana	#RP-2011-00655	ATVs: Bad Boy MTV, Cub Cadet; Utility Trailers: Kearney, Sure-Pull

The Executive Director reported this was an addition of Kearney Trailers to an existing recreational product(s) dealer Weeks Tractor & Supply Co., L.L.C., 1790 Highway 3175, Natchitoches, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00655. Commissioner Hargroder seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
J&C Bobcat Boats, LLC	Winnfield, Louisiana	#RP-2011-00658	Boats: J&C Bobcat, Water Moccasin

The Executive Director reported this was an establishment of new recreational product(s) dealership J&C Bobcat Boats, LLC, 128 Bill Carpenter Road, Winnfield, Louisiana. The Executive Director reported further, the corporate ownership is James Carter, President (100%) who is also the designated dealer-operator. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00658. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Timmons International, L.L.C. DBA Timmons Truck Center	Alexandria, Louisiana	#RP-2011-00659	Utility Trailer: Viking Trailers

The Executive Director reported this was a change in the corporate ownership or majority ownership from James B. Timmons, Chief Executive Officer (25%), John W. Timmons, President (25%), Billy J. Timmons, Vice-President (25%), and Mary T. Arnold, Member (25%), to James B. Timmons, Chief Executive Officer (22%), John W. Timmons, President (26%), Billy J. Timmons, Vice-President (26%), and Mary T. Arnold, Member (26%). The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00659. Commissioner Duhon seconded this motion and it was unanimously approved. Commissioner Timmons abstained from participation in the discussion and vote of this motor vehicle dealer applicant.

<u><b>RP DEALER</b></u>	<u><b>CITY</b></u>	<u><b>LIC. #</b></u>	<u><b>MAKE</b></u>
Four Seasons Powersports, LLC	Shreveport, Louisiana	#RP-2011-00661	ATV: Ningbo Dogfang Lingun Vehicle; Motorcycle: Cixi Kingring Motorcycle

The Executive Director reported this was an establishment of a new recreational product(s) dealer Four Seasons Powersports, LLC, 4124 Curtis Lane, Shreveport, Louisiana. The Executive Director reported further, the corporate ownership is K.W. McNatt, Sr. Majority Owner (70%) and Barry P. Pasley, Partner (30%). The designated dealer-

operator is K.W.McNatt. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00661. Commissioner Ryan seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Hall's Motorsports of New Orleans, Inc. DBA Hall's Motorsports	Harvey, Louisiana	#RP-2011-00667	ATVs: Kawasaki ATV, Yamaha ATV; Motorcycles: Kawasaki Motorcycle, Yamaha

The Executive Director reported this was an establishment of a Kawasaki and Yamaha recreational product(s) dealership Hall's Motorsports of New Orleans, Inc. DBA Hall's Motorsports, 1440 Westbank Expressway, Harvey, Louisiana, to replace D & L Equipment, Inc., 1440 Westbank Expressway, Harvey, Louisiana. The Executive Director reported further, the corporate ownership is Trent J. Hall, President (100%) who is also the designated dealer-operator. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00667. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Home Gallery of Hammond, Inc. DBA On Wheel Motor Sports	Hammond, Louisiana	#RP-2011-00668	ATVs: Kandi USA, Ningbo Dogfang Lingun Vehicle; Motorcycles: Cixi Kingring Motorcycles, Kandi USA, Qingqi Group Ningbo Rhon, Taizhou Chuanl Motorcycle

The Executive Director reported this was an establishment of a new recreational product(s) dealer Home Gallery of Hammond, Inc. DBA On Wheel Motor Sports, 1702 West Thomas Street, Hammond, Louisiana. The Executive Director reported further, the corporate ownership is Keng Y. Ma, President (100%). The designated dealer-operator is Mark K. Ma, Dealer-Operator. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00668. Commissioner Timmons seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Cabela's Retail LA, LLC DBA Cabela's	Gonzales, Louisiana	#RP-2011-00674	ATV: Coleman; Boats: Beavertail Productw, Stratos, Brunswick Boat Group, Larson, Ranger Boats; Boat Trailers: EZ Loader, Karavan, Ranger Trailers, Stratos; Utility Trailers: Carry-On, Yoder Smokers

The Executive Director reported this was an addition of Coleman ATV(s), Stratos, Lowe, Beavertail, and Larson Boat(s), Karavan Boat Trailer(s), and Carry-On and Yoder Smokers Utility Trailer(s) to an existing recreational product(s) dealer Cabela's Retail LA, LLC DBA Cabela's, 13322 Airline Highway, Gonzales, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational

products dealer license issued, #RP-2011-00674. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Northlake Marine, Inc.	Slidell, Louisiana	#RP-2011-00675	Boat Motors: Evinrude, Suzuki Boat Motors; Boats: Blazer Bay, Chris Craft, Monterey, TideWater Boats, Weldbilt; Boat Trailers: EZ Loader, Magic-Tilt

The Executive Director reported this was an addition of Blazer Bay Boats to an existing recreational product(s) dealer Northlake Marine, Inc., 111 West Hall Avenue, Slidell, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00675. Commissioner Dhon seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Robert C. Lewis, III DBA Lewis Trailer Sales	Slidell, Louisiana	#RP-2011-00677	Travel Trailer: Bison Coach Travel Trailers; Utility Trailers: Big Tex, CM Cargo & Utility Trailers, CM Horse & Stock Trailers, Econoline, Exiss Livestock Trailers, Miley Horse Trailers, Sooner Premium Custom, Sundowner, Texas Bragg Trailers

The Executive Director reported this was an addition of Texas Bragg Trailers by Doug Bragg Inc. to an existing recreational product(s) dealer Robert C. Lewis, III, DBA Lewis Trailer Sales, 80 Tortoise Street, Slidell, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00677. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
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Robert C. Lewis,III DBA Lewis Trailer Sales	Slidell, Louisiana	#RP-2011-00678	Travel Trailer: Bison Coach Travel Trailers; Utility Trailers: Big Tex, CM Cargo & Utility Trailers, CM Horse & Stock Trailers, Covered Wagon, Econoline, Exiss Livestock Trailers, King American Cargo, Miley Horse Trailers, Sooner Premium Custom, Sundowner, Texas Bragg Trailers, Wells Cargo
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The Executive Director reported this was an addition of Covered Wagon Trailer and King America Trailer to an existing recreational product(s) dealer Robert C. Lewis, III, DBA Lewis Trailer Sales, 80 Tortoise Street, Slidell, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00678. Commissioner Duhon seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Premier Performance Marine, L.L.C.	Gonzales, Louisiana	#RP-2011-00680	Boat Motors: Evinrude, Honda Marine, Mercury, Suzuki Boat Motors, Yamaha; Boats: Bass Cat Boats, Encore Boat Builders, Forest River Marine, Glastron; Boat Trailers: Bear Trailers, EZ Loader, Magic-Tilt, McClain Custom Boat Trailer, Roadrunner, Sport Trail

The Executive Director reported this was an addition of Sport Trail boat trailers and Xcursion Pontoon boats by Forest River Marine to an existing recreational product(s) dealer Premier Performance Marine, L.L.C., 13322 Airline Highway, Gonzales, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00680. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
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Plaquemine Marine, Inc. DBA Boats Unlimited	Baton Rouge, Louisiana	#RP-2011-00682	Boat Motors: Gator Tail, Mud Buddy, Pro-Drive, Yamaha; Boats: Blue Wave, Excel Boats, Silver Wave Pontoon, Waco Fishing, Xpress; Boat Trailers: Backtrack, McClain Custom Boat Trailer
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The Executive Director reported this was an addition of Gator Tail and Bud Buddy Boat Motor(s), Silver Wave Pontoon Boats by Parks Manufacturing, and Excel Boats to an existing recreational product(s) dealer Plaquemine Marine, Inc., 7035 Airline Highway, Baton Rouge, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00682. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Plaquemine Marine, Inc. DBA Boats Unlimited	Baton Rouge, Louisiana	#RP-2011-00683	Boat Motors: Gator Tail, Mud Buddy, Pro-Drive, Yamaha; Boats: Aloha Pontoon, Blue Wave, Excel Boats, Pro-Drive, Silver Wave Pontoon, Southfork, Waco Fishing, Xpress; Boat Trailers: Backtrack, Diamond City Boat Trailers, McClain Custom Boat Trailer

The Executive Director reported this was an addition of Aloha Pontoon, Southfork, Pro Drive, Boats to an existing recreational product(s) dealer Plaquemine Marine, Inc., 7035 Airline Highway, Baton Rouge, Louisiana. The Executive Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00683. Commissioner Fabre seconded this motion and it was unanimously approved.

<u><i>RP DEALER</i></u>	<u><i>CITY</i></u>	<u><i>LIC. #</i></u>	<u><i>MAKE</i></u>
Wood Marine, LLC DBA Wood Marine	Ruston, Louisiana	#RP-2011-00685	Boat Motors: Mercury, Pro-Drive; Boats: Brunswick Boat Group, Buster Boats, Glastron, Pro-Drive; Boat Trailers: Diamond City Boat Trailers, EZ Loader

The Executive Director reported this was an addition of Pro-Drive Boat(s) and Boat Motor(s) to an existing recreational product(s) dealer Wood Marine, LLC, 600 East Georgia Avenue, Ruston, Louisiana. The Executive

Director added all documents were in order. Commissioner Bent made a motion to ratify the recreational products dealer license issued, #RP-2011-00685. Commissioner Ryan seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Iberia Outboard and Marine Service, Inc.	New Iberia, Louisiana	#RP-2011-00686	Boat Motors: Mercury, Mud Buddy, Pro-Drive, Yamaha; Boats: Alweld, Excel Boats; Boat Trailer: McClain Custom Boat trailers

The Executive Director reported this was an addition of Pro-Drive Boat Motor(s) to an existing recreational product(s) dealer Iberia Outboard and Marine Service, Inc., 2703 Highway 90 East, New Iberia, Louisiana. The corporate ownership is Rickey J. Sonnier, President (75%) and Ryan J. Sonnier, Secretary (25%). The designated dealer-operator is Rickey J. Sonnier. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00686. Commissioner Guidry seconded this motion and it was unanimously approved.

<u>RP DEALER</u>	<u>CITY</u>	<u>LIC. #</u>	<u>MAKE</u>
Gauthiers' R.V. Center, Inc.	Scott, Louisiana	#RP-2011-00687	Travel Trailers: Cruiser RV, DRV Luxury Suites, Dutchmen, Evergreen RV, Forest River Trailer, KZ Recreational Vehicle, Winnebago of Indiana; Utility Trailer: Hoosier Horse Trailer

The Executive Director reported this was an addition of Hossier Horse Trailers, Tradition by DRV, Raven by Sunnybrook to an existing recreational product(s) dealer, Gauthier's R.V. Center, Inc., 124 N. Ambassador Caffrey Parkway, Scott, Louisiana. The Executive Director added all documents were in order. Commissioner Hicks made a motion to ratify the recreational products dealer license issued, #RP-2011-00687. Commissioner Corley seconded this motion and it was unanimously approved..

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The Chairman called for a review of the recreational products trade show promoter license issued.

<u>TRADE SHOW PROMOTER</u>	<u>CITY</u>	<u>LIC. #</u>
North Louisiana Agri-Business Council DBA Ag Expo	West Monroe, Louisiana	#TP-2010-00114

The Executive Director reported the application and supporting documentation were in order for this recreational product trade show promoter applicant. Commissioner Bent made a motion to ratify the recreational product local trade show permit issued, #TP-2010-00114. Commissioner Ryan seconded this motion and it was unanimously approved.

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The Chairman called for a review of the licenses issued. Commissioner Hicks made a motion to ratify the licenses issued: manufacturers, #MN-2011-00129 though #MN-2011-00131 and #MN-2012-00100 though #MN-2012-

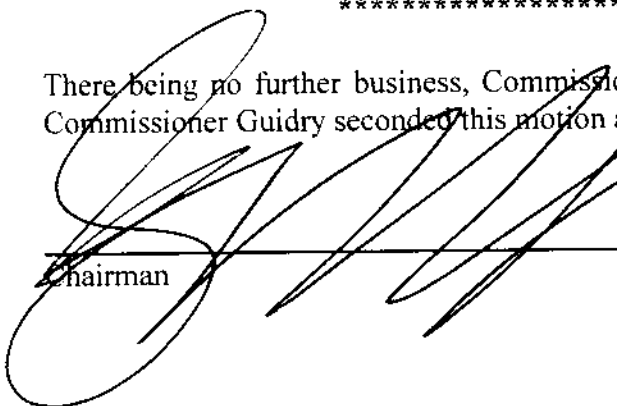
00102; factory representatives, #FR-2011-00060 through #FR-2011-00063 and #FR-2012-00001 through #FR-2012-00002; distributors, #DS-2011-00129 through #DS-2011-00130 and #DS-2012-00100 through #DS-2012-00104; distributor branches, #DB-2011-00115 and #DB-2012-00100 through #DB-2012-00102; distributor representatives, #DR-2011-00273 through #DR-2011-00274 and #DR-2012-00001 through #DR-2012-00039; convertors, #CV-2011-00166, #CV-2011-00163 through #CV-2011-00165, and #CV-2012-000100 through #CV-2012-00122; speciality vehicle dealers, #SV-2010-00170, #SV-2011-00148, #SV-2011-00154 through #SV-2011-00165, and #SV-2012-00100 through #SV-2012-00105; speciality vehicle salesmen, #SVS-2011-00127 through #SVS-2011-00140 and #SVS-2012-00001 through #SVS-2012-00014; satellite warranty & repair center, #SW-2011-00101; new motor vehicle dealers, #N-2011-00394 through #N-2011-00463; new motor vehicle dealer salesmen, #NS-2010-008554 through #NS-2010-08578 and #NS-2011-005365 through #NS-2011-07083 (#NS-2010-08561 voided); vehicle protection products, #VPP-2012-00100 through #VPP-2012-00108; new motor vehicle dealer used motor vehicle facilities, #DU-2010-00173 through #DU-2010-00174 and #DU-2011-00141 through #DU-2011-00154; used motor vehicle facility salesmen, #DUS-2010-00574 through #DUS-2010-00580 and #DUS-2011-00309 through #DUS-2011-00400; motor vehicle lessors, #L-2009-01134 through #L-2009-01139, #L-2010-00989 through #L-2010-00999, #L-2011-00710 through #L-2011-00793, and #L-2012-00100 through #L-2012-00184; motor vehicle lessor agents, #LA-2009-00466, #LA-2010-00462 through #LA-2010-00466, #LA-2011-00345 through #LA-2011-00407, and #LA-2012-00001 through #LA-2012-00088; lessor franchisors, #LF-2012-00100 through #LF-2012-00101; lessor used motor vehicle facilities, : #LU-2010-00174, and #LU-2011-00152 through #LU-2010-00170; lessor used motor vehicle facility salesmen, #LUS-2010-00225 through #LUS-2010-00228 and #LUS-2011-00132 through #LUS-2011-00181; recreational product manufacturers, #RM-2010-00403 through #RM-2010-00407, #RM-2011-00358 through #RM-2011-00398, and #RM-2012-00100 through #RM-2012-00127; recreational product factory representatives, #RFR-2010-00326 through #RFR-2010-00330, #RFR-2011-00282 through #RFR-2011-00321, and #RFR-2012-00001 through #RFR-2012-00030; recreational product distributors, #RD-2010-00201 through #RD-2010-00202, #RD-2011-00183 through #RD-2011-00194, and #RD-2012-00100 through #RD-2012-00107; recreational product distributor representatives, #RDR-2010-00161 through #RDR-2010-00163, #RDR-2011-00144 through #RDR-2011-00155, and #RDR-2012-00001 through #RDR-2012-00008; recreational product dealers, #RP-2010-00766 through #RP-2010-00770 and #RP-2011-00613 through #RP-2011-00688; recreational product dealer salesmen, #RPS-2010-02131 through #RPS-2010-02137 and #RPS-2011-01723 through #RPS-2011-01882; recreational product trade show promoter: #TP-2011-00114; and recreational product local trade shows, #TL-2012-00100 through #TL-2012-00101. Commissioner Bent seconded this motion and it was unanimously approved.

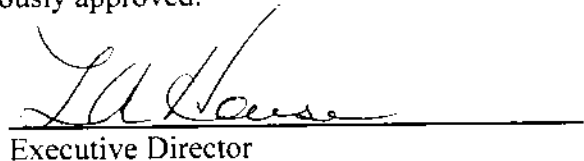
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The Executive Director reported on routine matters being handled by the staff and not requiring action by the Commission at this time.

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There being no further business, Commissioner Duhon made a motion to adjourn the meeting at 11:51 a.m. Commissioner Guidry seconded this motion and it was unanimously approved.

  
Chairman

  
Executive Director