

1 Attorney(s) name(s) and state bar number (space below for
Law Firm filing stamp only)
2 Address
Telephone number
3 Facsimile number
E-mail address

4 Attorney(s) for Protestant

5 **SAMPLE PROTEST**

6 **3060 Modification**

7 STATE OF CALIFORNIA

8
9 NEW MOTOR VEHICLE BOARD

10 In the Matter of the Protest of)
NAME OF DEALERSHIP,) Protest No. (leave blank)
11)
12 Protestant,)
13 v.) **PROTEST**
NAME OF MANUFACTURER/DISTRIBUTOR,) [V.C. sec. 3060]
14)
15 Respondent.)
_____)

16
17 Protestant, _____, through its attorney(s), files
18 this protest under the provisions of California Vehicle Code section
19 3060 and alleges as follows:

20 1. Protestant is a new motor vehicle dealer selling
21 _____ and is located at _____.
22 Protestant's telephone number is _____.

23 2. Respondent distributes/manufactures _____
24 products and is the franchisor of Protestant.

25 3. Protestant is represented in this matter by [Name of
26 Attorney or Protestant (if representing self)], whose address and
27 telephone number are _____.

1 4. On or about _____, Protestant received from
2 Respondent a letter dated _____, advising Protestant that
3 Respondent intends to replace its existing franchise agreement with a
4 new agreement.

5 5. Respondent's actions will result in the modification and
6 replacement of Protestant's franchise, without notice, and without
7 Protestant's knowledge of consent, and such modification and
8 replacement will substantially affect Protestant's sales and service
9 obligations and investments, in violation of the provisions of
10 California Vehicle Code section 3060.

11 6. Respondent does not have good cause to modify or to replace
12 the franchise by reason of the following facts:

13 (a) Protestant has made a substantial and permanent investment
14 in the dealership.

15 (b) Protestant has transacted and is transacting an adequate
16 amount of _____ business compared to the business available to
17 it.

18 (c) Protestant has fulfilled the warranty obligations to be
19 performed by it.

20 (d) The extent of any failure of Protestant to comply with the
21 terms of the franchise agreement is immaterial.

22 (e) Protestant has adequate motor vehicle sales and service
23 facilities, equipment, vehicle parts, and qualified service personnel
24 to reasonably provide for the needs of _____ buyers and owners in
25 the market area and is rendering adequate services to the public.

26 (f) It would be injurious to the public welfare for the
27 franchise to be modified.
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