ANDREWS LITIGATION REPORTER

THOMSON WEST

Franchise & Distribution

Commentary

REPRINTED FROM VOLUME 3, ISSUE 5 / FEBRUARY 2006

Is the Use of a Language Other Than English Required in Franchise Agreements?

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Franchising is regulated by the Federal Trade Commission pursuant to its rule ("FTC Rule").[1] The state of New Jersey regulates franchising through the New Jersey Franchise Practices Act.[2] Some states have enacted statutes concerning franchising.[3] Some states have enacted regulations concerning franchising.[4] Some states have enacted special industry laws concerning franchising.[5]

The extremely relevant point is that no federal or state law, statute or regulation states that a prospective franchisee is entitled to any documents, discussions, explanations or anything else written or explained in any language other than English, regardless of the proposed franchisee's language ability.

In *Alfonso v. Board of Review, Department of Labor and Industry, State of New Jersey*, 89 N.J. 41 (1982), *cert. denied, 459 U.S. 806; 103 S. Ct. 30, 74 L. Ed. 2d 45 (1982),* plaintiff:

> Was personally served with a "notice of determination," which stated that her claim was being denied because she had left work voluntarily. *The notice, written entirely in English, also informed her that she had seven days in which to file an appeal of the determination. Alfonso neither reads nor speaks English.* 89 N.J. at 42. [Emphasis added].

The plaintiff stated the agents of the division that handed her the determination knew she did not speak or read English. She maintained that:

> The state was required by the due process considerations echoed in the New Jersey cases: *O'Connor v. Abraham Altus,* 67 N.J. 106, 126 (1975); *Feuchtbaum v. Constantini,* 59 N.J. 167, 175 (1971), either to translate the notice for her or to give her a written translation. Logically extended, this argument leads to a requirement that when the state is obliged to give notice, it must provide such notice in a language comprehensible to the recipient, at least where the state is aware that the recipient is not fluent in English.

The highest courts in at least three states have rejected this argument.

In two of those instances the courts were faced with situations nearly identical to those in this case. In *DaLomba v. Director of the Division of Employment Sec.,* 369 Mass. 92, 337 N.E.2d 687 (Mass. 1975), the Supreme Judicial Court of Massachusetts held that an unemployment claimantr:'s right to procedural due process was not violated when she was sent a notice written entirely in English, even though she was not fluent in English.

The court said:

> *We do not believe that a notice in English, clear on its face, is insufficient under the statute merely because, as to persons under a language disability, it may not actually inform.* English is the official language of this country and of this commonwealth. Official communications in the English language are reasonable and are sufficient to constitute effective notice. [Id. at 94, 337 N.E.2d at 689, (footnote and citations omitted).]

Because the notice in English was adequate, the court upheld the denial of the request for review that was not filed within the statutory time limit.

The same result was reached under similar circumstances in *Hernandez v. Department of Labor,* 83 Ill.2d 512, 48 Ill. Dec. 232, 416 N.E.2d 263 (Ill. 1981). The case involved the denial of unemployment benefits. The Supreme Court of Illinois rejected the argument that due process required that an out-of-time appeal be allowed where the reason for the tardiness was the claimant's inability to comprehend a notice written entirely in English.

Likewise, the Supreme Court of California has held that the state was not required to issue welfare reduction notices in Spanish to those whom the state knew were literate in Spanish but not in English. *Guerrero v. Carleson,* 9 Cal.3d 808, 109 Cal. Rptr. 201, 512 P.2d 833, cert. denied, 414 U.S. 1137, 94 S. Ct. 883, 38 L.Ed.2d 762 (1974), relying in part on *Castro v. State,* 2 Cal. 3d 223, 85 Cal. Rptr. 20, 466 P.2d 244 (1970), wherein the court, emphasizing the substantial state interest in maintaining a single language system, made it clear that there was no constitutional requirement that California adopt a bilingual electoral apparatus. See also *Kuri v. Edelman,* 491 F.2d 684 (7th Cir. 1974); *Nuez v. Diaz,* 101 Misc.2d 399, 421 N.Y.S.2d 770 (N.Y. Sup. Ct. 1979). The theory that unites all of these holdings is not complex. The courts have recognized, whether explicitly or implicitly, that in an English-speaking country, requirements of "reasonable notice" are satisfied when the notice is given in English.

These holdings are not born of any lack of appreciation for the difficulties that non-English speaking people encounter in our society. Those difficulties are many and burdensome. It is doubtless true, especially in areas where there is a high density of non-English speaking population, that administrative and humanitarian considerations would warrant the use of bilingual documents. The board readily acknowledges as much. Indeed, as we were informed at oral argument, the division has developed a Spanish language explanatory sheet for the notice of determination, for use in the cases of claimants who speak and understand Spanish and are deficient in English language skills. *But these salutary considerations by no means translate into a requirement, under procedural due process concepts, that the state adopt a policy mandating the use of such documents.*

The decision to provide translation, encompassing as it does the determination of when a translation should be provided, and to whom, and in what language, is one that is best left to those branches of government that can better assess the changing needs and demands of both the non-English speaking population and the government agencies that provide the translation.

Under the circumstances, the notice given to the appellant satisfied the requirements of due process. In so holding, we number ourselves among those other courts, cited above, that have expressed the view that although bilingual or multilingual notices may in some instances be desirable, their use is not constitutionally required.

In addition to the due process argument, Alfonso also alleges that the division's failure to provide bilingual notice violates the Civil Rights Act of 1964, 42 U.S.C. § 2000d. The contention is without merit. 89 N.J. at 44-46. [Emphasis added].

If the New Jersey Supreme Court held that English is not required for a governmental entitlement, *a fortiori*, it is not required for contracts between private parties.

In *New York East Coast Management v. Gonzalez*, 376 N.J. Super. 264 (Law Div. Hudson County 2004).

The plaintiff-landlord served defendant tenants with notices to cease and to quit, in English, to tenants who, for purposes of this motion, are assumed to speak and read only Spanish. 376 N.J. Super. at 265.

The court held:

> To require landlords to determine the degree of a tenant's proficiency in the English language and to provide leases, notices and complaints in a tenant's native language is overly burdensome, impractical and subject to abuse by tenants *who may feign illiteracy to avoid eviction*. 376 N.J. Super. at 266. [Emphasis added].

In examining the issue further the court held that:

> More specifically, as argued by plaintiff, there is no requirement, either by rule of court, nor by legislation, requiring that a notice to quit (or notice to cease) be in any foreign language.

The decision to provide translation, encompassing as it does the determination of when a translation should be provided, and to whom, and in what language, is one that is best left to those branches of government that can better assess the changing needs and demands of both the non-English speaking population and the government agencies that provide the translation. 376 N.J. Super. at 267.

In the instant case plaintiff-respondent has "feigned illiteracy" to avoid her contractual obligations.

The court went on to discuss the financial and practical realities of requiring notices in a language other than English, stating:

> Another problem, suggested by Alfonso, supra, 89 N.J. at 50, is the requirement that is sought to be imposed on the landlord: "*It is no small burden to acquire an accurate translation*." The footnote to that statement includes the observation: "Thus, acquisition of an accurate translation may require a visit to an official agency to assure accuracy." That observation related to proceedings before a state agency and *procedural* aspects (the time period within which the petitioner would have had to file an appeal). The problem to an individual private landlord (whose rights and obligations must be considered, as well as those of a tenant), without the resources available to the state, is greatly compounded when a notice to quit must contain specific, particularized allegations of substantive facts. *Defendant would impose that burden on a landlord who is illiterate in a foreign language* but nevertheless cannot discriminate against a person who is of a foreign ancestry or nationality. n8 I find no legal requirement therefore. . .

The civil right of a foreign-speaking person applies to all nationalities, all languages and dialects. How then is a landlord to cope with the various forms and notices for "exotic" languages, without state assistance? 376 N.J. Super. at 268- 69. [Emphasis added].

The court went on to hold, "I find that the line cannot be drawn by me; the plaintiff has complied with the current requirements of law and should not be punished for having done so." 376 N.J. Super. at 269- 70.

In *Abdullah v. Immigration and Naturalization Service*, 184 F.3d 158 (2d Cir. 1999), *cert. denied*, 529 U.S. 1066, 146 L. Ed. 2d 480, 120 S. Ct. 1670 (2000) the Court of Appeals held that:

> We recognize that plaintiffs have a significant interest in obtaining an accurate determination of their eligibility for SAW status. The District Court may also have been right to find that interpreters would increase the accuracy of the INS's assessments, and that applicants who, because of a limited ability to speak English, cannot convincingly respond to examiners' questions will be disadvantaged. The government may thus decide that its own interests, as well as the applicants', are best served by providing interpreters. But we disagree with the District Court's view that where, as here, aliens are petitioning for a special statutorily-created benefit, the Constitution requires the government to provide interpreters.
>
> *As the Supreme Court emphasized in assessing the adequacy of procedures at exclusion hearings, our task is limited to "determining what procedures would satisfy the minimum requirements of due process," not to imposing procedural mandates "simply . . . because the court may find them preferable." Plasencia,* 459 U.S. at 35. 184 F.3d at 166. [Emphasis added].

In *Soberal-Perez v. Heckler*, 717 F.2d 36 (2d Cir. 1983), *cert. denied*, 466 U.S. 929, 80 L.Ed.2d 186, 104 S. Ct. 1713 (1984) the Court of Appeals held:

> *Each plaintiff's dominant language is Spanish and each has at most a limited ability to speak and understand English. Plaintiffs Soberal-Perez, Cortez, and Carballo each applied for disability benefits pursuant to Title II of the Social Security Act, 42 U.S.C. § § 401-431 (1976 & Supp. V 1981), or supplemental security income benefits pursuant to Title XVI of the Social Security Act, 42 U.S.C. §§1381-1383c (1976 & Supp. V 1981), or both. All received notices of denial of their claims in Englis, and, allegedly because of their inability to understand these notices and the oral instructions given at the Social Security office, all waived a right to a hearing or failed to file timely appeals.* 717 F.2d at 37. . .
>
> Plaintiffs allege that the secretary's failure to print notices and forms in Spanish and to provide oral instructions in Spanish at the Social Security office violated their due process and equal-protection rights as well as their rights under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. They seek a judgment declaring that the secretary's actions violated their constitutional and statutory rights and an injunction requiring the secretary to provide documents and oral services in the Spanish language to persons in plaintiffs' position. An examination of plaintiffs' claims convinces us that the District Court was correct in dismissing the complaint. 717 F.2d at 37-38.

The Court of Appeals held:

> This is a case where "the legitimate non-invidious purposes of a law cannot be missed." *Personnel Administrator of Massachusetts v. Feeney,* 442 U.S. at 275. It is not difficult for us to understand why *the secretary decided that forms should be printed and oral instructions given in the English language*: English is the national language of the United States. . .

> *We need only glance at the role of English in our national affairs to conclude that the secretary's actions are not irrational*. Congress conducts its affairs in English, the executive and judicial branches of government do likewise. In addition, those who wish to become naturalized United States citizens must learn to read English. 8 U.S.C. § 1423 (1976 & Supp. II 1978). (Because they were born in Puerto Rico, plaintiffs Soberal-Perez, Cortez, and Carballo are citizens of the United States, 8 U.S.C. § 1402 (1976), and need not establish any fluency in English, *Arroyo v. Tucker,* 372 F. Supp. 764, 766 (E.D. Pa. 1974)). *Given these factors, it is not irrational for the secretary to choose English as the one language in which to conduct her official affairs*. *See Frontera v. Sindell,* 522 F.2d at 1219*; Carmona v. Sheffield,* 325 F. Supp. 1341, 1342 (N.D. Cal. 1971), aff'd, 475 F.2d 738 (9th Cir. 1973). . .
>
> No plaintiff in this litigation alleges that he is under a disability that would prevent him from understanding the need for further inquiry. Plaintiffs' only non-physical disability is that they are unable to understand English. *A rule placing the burden of diligence and further inquiry on the part of a non-English-speaking individual served in this country with a notice in English does not violate any principle of due process*. 717 F.2d at 42-43. [Emphasis added].

In *Toure v. United States*, 24 F.3d 444 (2d Cir. 1994):

> Toure argues, as he did in the court below, that the administrative forfeiture was procedurally deficient because the government provided notice of seizure in English, which Toure, whose native language is French, allegedly was unable to understand completely because of his limited knowledge of English. Toure contends that this notice failed to provide him with due process of law, and accordingly that the District Court had jurisdiction to provide relief to him despite the completed administrative forfeiture. We affirm in reliance upon this court's decision in *Soberal-Perez v. Heckler,* 717 F.2d 36, 43-44 (2d Cir. 1983), (providing notice in English to Spanish-speaking claimants of Social Security benefits not violative of due process), cert. denied, 466 U.S. 929, 80 L. Ed. 2d 186, 104 S. Ct. 1713 (1984). 24 F.3d at 444.

As the preceding cases show, even when government benefits or a person's freedom is involved, a notice in English is sufficient even if that person does not speak English.

If English is sufficient for a person's freedom, *a fortiori*, it is sufficient for a contract.

In *Maines Paper and Food Service Inc. v. Adel*, 681 N.Y.S.2d 390 (App. Div. 3d Dep't 1998) upheld a contract in which a person stated "he was fraudulently induced by plaintiff's representatives to sign the agreement. He claims he was not told the document was a corporate credit application or it contained a personal guarantee." 681 N.Y.S.2d at 391. These are the same facts as in the instant case as alleged by the plaintiff-respondent.

The Appellate Division stated "an inability to understand the English language, without more, is insufficient to avoid this general rule." 681 N.Y.S.2d at 391.

The Appellate Division continued "defendant's alleged 'difficulty' with the English language is irrelevant, as he candidly admitted at his examination before trial that he made no attempt to read the document before signing it nor did he attempt to have someone else read or explain it to him." 681 N.Y.S.2d at 391.

In its conclusion the Appellate Division held:

> Having failed to read the agreement or because of an alleged difficulty with the English language, having failed to have someone else read or explain it to him, defendant is precluded from asserting fraudulent inducement since there cannot be any justifiable reliance. 681 N.Y.S.2d at 391.

In *Yerxa, Andrews & Thurston Inc. v. Viviano*, 44 S.W.2d 98 (Miss. 1931) the Missouri Supreme Court found that the defendant Viviano:

> Claimed first that Viviano *signed the bond in ignorance of its contents, without ability to read or understand it; that it was misrepresented to him.* Upon being shown the bond, Viviano testified that it was his name signed to it, but he never read it; he was an Italian and, *at that time, January 1923, unable to read English* or understand the English language spoken; that Randazzo, his co-surety, said nothing to him at the time the paper was signed, but came to his office that day before the paper was signed and told him he wanted him to go over to court for the valuation of Randazzo's factory. He then went over to court with Mr. Randazzo. That was all that Randazzo said. He said nothing about any bond. *The witness did not understand when he wrote his name at the bottom of the paper that he was agreeing to pay $14,500.* 44 S.W.2d at 98- 99. [Emphasis added].

Once again, we have the case where a person who does not understand English simply signs a document and then claims he should not be bound by it.

In analyzing the case when such non-English speaking allegations are made the Missouri Supreme Court held that:

> *Where a person cannot read the language in which a contract he is asked to sign is written, it is his duty to procure some person to read or explain it to him before he signs it*, just as it is his duty to read it if he is able to do so, and his failure to obtain a reading or explanation of it is such gross negligence as will estop him to avoid it on the ground that he was ignorant of its contents. 44 S.W.2d at 99. [Emphasis added].

The court in *Viviano* correctly resolves this situation. If someone does not understand English, it is his responsibility to go to someone who does understand English and have it explained to him in his own language.

The case of *Bricklayers' Pension Trust Fund-Metropolitan Area v. Chirco*, 675 F. Supp. 1083 (E.D. Mich. 1987) involved a person who could not read or write English and was attempting not to be bound by a contract.

> *Defendant alleges that he was fraudulently induced into signing the 1982-1986 collective bargaining agreement.* Specifically, defendant claims that union officer Carlo Martina falsely represented to Chirco that he must simply join the union in order to perform the bricklaying job in Taylor, and that a signature of the Red Book was needed for membership. *Defendant was under the impression that he was merely signing the agreement to become a union member*, and not as an employer accepting a collective bargaining agreement. *He testified that he could neither read nor comprehend the significance of the Red Book*, on this occasion. 675 F. Supp. at 1084. [Emphasis added].

In *Chirco* the court held that the contract was enforceable despite the defendant's claim that he could neither read nor write English.

In *Hansen v. Gavin*, 117 N.E. 513 (Ill. 1917) the Illinois Supreme Court held that a contract was enforceable even though the person signing it was not fluent in English and it was not read to him.

In *International Text-Book Co. v. Anderson*, 162 S.W. 641 (Miss. Ct. App. 1913) it was alleged "the contract sued upon was procured through fraud." 162 S.W. at 642. The Missouri Court of Appeals found that it "appears from his [defendant's] own statements that he knew the contract was for instruction to teach him in the English language." 162 S.W. at 642. The Missouri Court of Appeals went on to hold:

> The defendant is conclusively presumed to know the contents of the contract and if he could not read it himself, it was his duty to have someone read it to him before signing it. . .
>
> A person who is competent to contract is conclusively presumed to know the contents of the contract he signs and the fact that he does not read it does not rebut this presumption. . .
>
> In accord with the terms of the writing the party has signed, for if he can read, he must do so and, if not, then it devolves upon him to have another read or explain it for him. 162 S.W. at 642- 43.

The case of *Division of Youth and Family Services v. M.Y.J.P. and J.R.A*, 360 N.J. Super. 426 (App. Div. 2003) dealt with a review from a judgment that terminated the parental rights of a child's natural parents and granted guardianship over the child in favor of respondent Division of Youth and Family Services.

The Division of Youth and Family Services commenced a guardianship and parental rights termination proceeding, with notice sent in English to his Creole-only-speaking mother.

The Appellate Division upheld the lower court's ruling even with the notice being sent in English to a person who does not read or write English.

In *Kaplan v. Kaplan*, 4 N.J. Super. 554 (App. Div. 1949) the appellant widow sought review of an order of the Superior Court, which rendered judgment in favor of respondent executor in respondent's action for specific performance of a written ante-nuptial agreement between appellant and the deceased.

Appellant denied making the agreement, arguing that she was fraudulently induced to sign it, and alleged in an oral agreement made before the written one, that the decedent had agreed to provide for her support for the rest of her life. The lower court rendered judgment in favor of respondent and appellant sought review. The Appellate Division affirmed the lower court's decision. *The Superior Court rejected appellant's argument of fraud, even though appellant was unable to read English*. The Appellate Division concluded appellant's evidence of an oral agreement was an obvious attempt to alter the terms of a written agreement by parol, which the court would not permit.

In *Merrill, Lynch, Pierce, Fenner & Smith Inc. v. Benton*, 467 So.2d 311 (Fla. 2d Ct. App. 1985), the court stated that no one "can defend against its enforcement on the sole ground that he signed it without reading it." 467 So.2d at 312.

The court went on to state:

> Unless one can show facts and circumstances to demonstrate that he was prevented from reading the contract, or that he was induced by statements of the other party to refrain from reading the contract, it is binding. . .

Persons not capable of reading English, as well as those who are, are free to elect to bind themselves to contract terms they sign without reading. In *Sutton v. Crane, supra,* the court quoted with approval from American Jurisprudence as follows:

> The rule that one who signs a contract is presumed to know its contents has been applied even to contracts of illiterate persons on the ground that if such persons are unable to read, they are negligent if they fail to have the contract read to them. If a person cannot read the instrument, it is as much his duty to procure some reliable person to read and explain it to him, before he signs it, as it would be to read it before he signed it if he were able to do so, and his failure to obtain a reading and explanation of it is such gross negligence as will estop him from avoiding it on the ground that he was ignorant of its contents.
>
> *The burden is on the person who cannot read to know that he cannot read and if he desires to have an instrument read and explained to him, to select a reliable person to do so before he signs it*. . .
>
> There was no allegation or testimony whatsoever that the petitioners prevented respondent from reading the contract, or induced her to refrain from reading it, or in anyway prevented her from reading it or having it read to her by a reliable person of her choice. 467 So.2d at 312-13. [Emphasis added].

The case of *Sutton v. Crane*, 101 So.2d 823 (Fla. 2d Ct. App. 1958) also dealt with the issue of a person not knowing what was in a contract that he signed.

The court held that:

> The rule that one who signs a contract is presumed to know its contents has been applied even to contracts of illiterate persons on the ground that if such persons are unable to read, they are negligent if they fail to have the contract read to them. If a person cannot read the instrument, it is as much his duty to procure some reliable person to read and explain to him, before he signs it, as it would be to read it before he signed it if he were able to do so, and *his failure to obtain a reading and explanation of it is such gross negligence as will estop him from avoiding it on the ground that he was ignorant of its contents*. 101 So.2d at 825. [Emphasis added].

The court stated further:

> While it is true that one cannot by a false representation induce carelessness upon another's part in the matter of signing papers and then profit by such negligence, the policy of the law is that *he who will not reasonably guard his own interest when he has reasonable opportunity to do so, and there is no circumstance reasonably calculated to deter him from improving such opportunity, must take the consequences*. Where there is such inattention amounting to gross carelessness on the one side and misstatement upon the other and but for the former the latter would not be effective and loss occurs to the inexcusably negligent one, he is remediless. 'Not because the wrongdoer can plead his own wrongdoing as an excuse for not making reparation, but, first, because the consequences are attributable to inexcusable inattention of the injured party and, second, because the court will not protect those who, with full opportunity to do so, will not protect themselves. See *Standard Manufacturing Co. v. Slot,* 121 Wis. 14, 98 N.W. 923, 927, 105 Am.St.Rep. 1016; *Parker v. Parrish,* 18 Ga. App. 258, 89 S.E. 381. 101 So.2d at 826. [Emphasis added].

Finally, the court in *Sutton* stated:

> Since reliance upon a false representation is an essential element of the plaintiff's cause of action, the plaintiffs must prove that they were justified in relying upon the false representation, that they did rely upon it, and that they acted in reliance upon it to their injury. 24 Am. Jur. *Fraud and Deceit* § 264. In measuring their right to rely upon such representation, *it has been said that every person must use reasonable diligence for his own protection.* 101 So.2d at 826. [Emphasis added].

In conclusion, there is no statutory or case law basis for requiring franchise agreements to be in any language other than English.

Notes

[1] 16 CFR 436.1 *et seq.*

[2] N.J.S.A. 56:10-1 *et seq.*

[3] Arkansas (Franchise Practices Act, Ark. Code of 1987, Title 4, Chap. 72, §4-72-207)

California (Franchise Investment Law, Cal. Corporations Code, Div. 5, Parts 1 to 6, §§31000 to 31516 and Contracts for Seller Assisted Marketing Plans, Cal. Civ. Code, Div. 3, Part 4, Title 2.7, §§1812.200 to 1812.221)

Connecticut (Business Opportunity Investment Act, Conn. Gen'l Stat., Title 36b, Chap. 672c, §§36b-60 to 36b-80)

Florida (Franchises and Distributorships, Fla. Stat., 1995, Chap. 817, §817.416 and Sale of Business Opportunities Act, Fla. Stat., 1995, Chap. 559 §§ 559.80 to 559.815)

Georgia (Business Opportunity Sales, Code of Ga., Title 10, Chap. 1, Art. 15, Part 3, §§10-1-410 to 10-1-417)

Hawaii (Franchise Investment Law, Haw. Rev. Stat., Title 26, Chap. 482E, §§482E-1 to 482E5, 482E8, 482E9, 482E11 and 482E12)

Illinois (Franchise Disclosure Act of 1987, Ill Laws of 1987, Chap. 85-551 and Business Opportunity Sales Law of 1995, Ill Compiled Statutes of 1996, Chap. 815, §§602/5-1 to 602/5-135)

Indiana (Ind. Code, Title 23, Art. 2, Chap. 2.5, §§1 to 51 and Business Opportunity Transactions, Ind. Code, Title 24, Art. 5, Chap. 8, §§1 to 21)

Iowa (Business Opportunity Promotions Law, Iowa Code, 1995, Title XX, Chap. 523B, §§523B.1 to 523B.13)

Kentucky (Sale of Business Opportunities Law, Ky. Rev. Stat. and 1988 Supp., Title XXIX, Chap. 367, §§367.801 to 367.819 and 367.990)

Louisiana (Business Opportunity Sellers and Agents, Lou. Rev. Stat. of 1950, Title 51, Chap. 21, §§51:1801 to 51:804)

Maine (Sale of Business Opportunities, Maine Rev. Stat. and 1990 Cum. Pocket Part, Title 32, Chap. 69-B, §§4691 to 4700-B)

Maryland (Franchise Registration and Disclosure Law, Code of Md. Article-Business Regulation, Title 14, §§14-201 to 14-233 and Business Opportunity Sales Act, Code of Md., Title 14, §§14-101 to 14-129)

Michigan (Franchise Investment Law, Mich. Comp. Laws, 1979, Chap 445, §§445.1501 to 445.1545 and Business Opportunities, incorporated into the Consumer Protection Act, Mich. Comp. Laws, 1979, §§445.901 to 445.922)

Minnesota (Franchises, Minn. Stat. 1996, Chap. 80C, §§80C.01 to 80C.22), Mississippi (Miss. Code 1972, Title 75, Chap. 24, §75-24-55)

Nebraska, Seller-Assisted Marketing Plan Act, Rev. Stat. of Neb. 1943, Chap. 59, Art. 17, §§59-1701 to 59-1761)

New Hampshire (Distributorship Disclosure Act, N.H. Rev. Stat., Title XXXI, Chap 358-E, §§358-E:1 to 358-E:8)

New York (General Business Law, Art. 33, §§680 to 695)

North Carolina (Business Opportunity Sales Law, Gen. Stat. of N.C., Chap. 66, Art. 19, §§66-94 to 66-100)

North Dakota (Franchise Investment Law, N.D. Century Code, Title 51, Chap. 51-19, §§51-19-01 to 51-19-17)

Ohio (Business Opportunity Purchasers Protection Act, Ohio Code, Title 13, Chap. 1334, §§1334.01 to 1334.15 and 1334.99)

Oklahoma (Business Opportunity Sales Act, Ok. Stat., 1991, Title 71 Chap. 4, §§801 to 828)

Oregon (Franchise Transactions, Or. Stat., Title 50, Chap 650, §§650.005 to 650.085)

Rhode Island (Franchise Investment Act, Gen'l Laws of R.I., 1956, Title 19, Chap. 28.1, §§19-28.1-1 to 19-28.1-34)

South Carolina (Business Opportunity Sales Act, Code of Laws of S.C. 1976, Title 39, Chap. 57, §§39-57-10 to 39-57-80)

South Dakota (Franchises for Brand-Name Goods and Services, S.D. Codified Laws and 1971 Pocket Supp., Title 37, Chap. 37-5A, §§37-5A-1 to 37-5A-87 and Business Opportunities, S.D. Cod. Laws and 1989 Pocket Supp., Chap. 37-25A, §§37-25A-1 to 37-25A-54)

Tennessee ("Little FTC Act," Tenn. Code, Title 47, Chap. 18, §§47-18-101 to 47-18-117)

Texas (Business Opportunity Act, Business & Commerce Code, Title 4, Chap. 41, §§41.001 to 41.303)

Utah ("Little FTC Act," Utah Code of 1953 and 1987 Supp., Title 13, Chap. 11, §§13-11-1 to 13-11-23 and Business Opportunity Disclosure Act, Utah Code 1953, 1989 Cum. Supp., Title 13, Chap. 15, §§13-15-1 to 13-15-6)

Virginia (Retail Franchising Act, Va. Code of 1950, Title 13.1, Chap. 8, §§13.1-557 to 13.1-574 and "Little FTC Act," Code of 1950, 1987 Replacement Vol., Title 59.1, Chap. 17, §§59.1-196 to 59.1-207 and Business Opportunity Sales Act, Code of 1950, Title 59.1, Chap. 21, §§59.1-262 to 59.1-269)

Washington (Franchise Investment Protection Act, 1989 Rev. Code of Wash., Title 19, Chap 19.100, §§19.100.010 to 19.100.940 and Business Opportunity Fraud Act, 1989 Rev. Code of Wash., Title 19, Chap 19.110, §§19.110.010 to 19.110.930)

Wisconsin (Franchise Investment Law, Wis. Stat., 1993-94, Chap 553, §§553.01 to 553.78 and Wisc. Organized Crime Control Act, Wis. Stat., 1993-94, Chap 946, §§946.82)

Washington, D.C. (:"Little FTC Act," D.C. Code, 1981, Title 28, Chap 39, §§28-3901 to 28-3908).

[4] California Administrative Code, Title 10, Chapter 3, Subchapter 2.6, §§§§310.000 to 310.505

Hawaii Department of Commerce and Consumer Affairs, Title III, Business Registration, Title 16, Chapter 37, §§ 16 to 37-1- 16-37-8

Illinois Administrative Code, Title 14, Subtitle A, Chapter II, Part 200, §§§§200.100 to 200.901

Iowa Administrative Code, Insurance Division (191), Chapter 55, §§§§55.1 (523B) to 55.9 (523B)

Maryland Code of Regulations, State Law Department, Division of Securities, Title 02, Subtitle 02, Chapter 8, §§§§02.02.08.01 to 02.02.08.17

Minnesota Rules, 1995, Department of Commerce, Chapter 2860, §§§§2860.0100 to 2860.9930

New York Department of Law, Bureau of Investor Protection and Securities- Codes, Rules and Regulations of the State of New York, Title 13, Chapter VII, §§§§200.1 to 201.16

Oklahoma Business Opportunity Regulations, Rules 660:25-1-1 to 660:25-1-3, 660:25-3-1, 660:25-3-2, 660:25-5-1 and 660:25-7-1

Oregon Administrative Rules, Department of Consumer and Business Services, Division of Finance and Securities, Chapter 441, Division 325, §§§§441-325-010 to 441-325-055 and Division 13, §§441-13-040

Texas Administrative Code, Title I, Part IV, Chapter 97, §§§§97.1 to 97.42

Virginia Administrative Code, Title 21, Chapter 110, §§§§5-110-10 to 5-110-90

Washington Administrative Code, Department of Financial Institutions, Securities Division, Chapter 460-80, §§§§460-80-100 to 460-80-910 and Chapter 460-82, §§460-82-200

Wisconsin Administrative Code, Chapters SEC 31 to SEC 36, §§§§SEC 31.01 to SEC 36.01.

[5] California (Real Estate Licenses, Business and Professions Code, Div. 4, Part 1, Chap 3, Art. 3, §10177(m))

Maryland (Gasohol and Gasoline Marketing, Code of Md., Article- Commercial Law Title 11, §11-303)

New York (Motor Fuels, General Business Law, Art. 11-B, §199-b and Cigarettes, Tax Law, Art. 20-A, §§485 to 489)

Tennessee (Motor Fuel Franchise, Tenn. Code, Title 47, Chap. 25, §§47-25-601 to 47-25-607)

Vermont (Service Station Operators and oil companies, Vt. Stat., Title 9, Chap. 109, §4103)

Virginia (Motor Vehicles, Va. Code of 1950, Title 46.2, Chap. 15, Art. 7, §§46.2-1566 and 46.2-1567)

Washington, D.C. (Retail Service Stations, D.C. Code, 1981, Title 10, Chap 2, §10-222).

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