

~~(3) (III) AN ACTUAL OR PURPORTED TRANSFEREE OR ASSIGNEE OF ANY RIGHT OR INTEREST OF A BORROWER, BUYER, OR A LESSEE UNDER A MOTOR VEHICLE AGREEMENT.~~

~~(C) IN AN ACTION UNDER SUBSECTION (B) OF THIS SECTION THE COURT MAY AWARD:~~

- ~~(1) ACTUAL DAMAGES;~~
- ~~(2) EQUITABLE RELIEF, INCLUDING AN INJUNCTION AND RESTITUTION OF MONEY AND PROPERTY;~~
- ~~(3) PUNITIVE DAMAGES;~~
- ~~(4) REASONABLE ATTORNEY'S FEES;~~
- ~~(5) COSTS; AND~~
- ~~(6) ANY OTHER RELIEF WHICH THE COURT MAY DEEM PROPER.~~

(B) A PERSON ENGAGES IN AN ACT OF UNLAWFUL SUBLEASING OF A MOTOR VEHICLE IF:

(1) THE PERSON:

(I) TRANSFERS OR ASSIGNS, OR PURPORTS TO TRANSFER OR ASSIGN, ANY RIGHT OR INTEREST IN THE MOTOR VEHICLE OR UNDER A MOTOR VEHICLE AGREEMENT TO ANY PERSON WHO IS NOT A PARTY TO THE MOTOR VEHICLE AGREEMENT; OR

(II) ASSISTS, CAUSES, NEGOTIATES, ATTEMPTS TO NEGOTIATE, OR ARRANGES AN ACTUAL OR PURPORTED TRANSFER OF ANY RIGHT OR INTEREST IN THE MOTOR VEHICLE OR UNDER A MOTOR VEHICLE AGREEMENT FROM A PERSON, OTHER THAN THE LESSOR OR SECURED PARTY, WHO IS A PARTY TO THE MOTOR VEHICLE AGREEMENT;

(2) THE MOTOR VEHICLE IS SUBJECT TO A MOTOR VEHICLE AGREEMENT THE TERMS OF WHICH PROHIBIT THE TRANSFER OR ASSIGNMENT OF ANY RIGHT OR INTEREST IN THE MOTOR VEHICLE OR UNDER THE MOTOR VEHICLE AGREEMENT WITHOUT CONSENT OF THE LESSOR OR SECURED PARTY;

(3) THE PERSON IS NOT A PARTY TO THE MOTOR VEHICLE AGREEMENT;

(4) NEITHER THE PERSON NOR THE PARTY TO THE MOTOR VEHICLE AGREEMENT OBTAINS WRITTEN CONSENT TO THE TRANSFER OR ASSIGNMENT FROM THE LESSOR OR SECURED PARTY PRIOR TO CONDUCTING THE ACTIVITIES DESCRIBED IN ITEM (1) OF THIS SUBSECTION; AND