



Adopted	Rejected
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COMMITTEE REPORT

YES:	8
NO:	1

MR. SPEAKER:

*Your Committee on Judiciary, to which was referred Senate Bill 17, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill **be amended** as follows:*

- 1 Page 2, between lines 11 and 12, begin a new paragraph and insert:
- 2 "Sec. 6. "Person" means a human being, a corporation, a limited
- 3 liability company, a partnership, an unincorporated association, or
- 4 a governmental entity."
- 5 Page 2, line 12, delete "Sec. 6." and insert "Sec. 7."
- 6 Page 2, line 26, delete "Sec. 7." and insert "Sec. 8."
- 7 Page 2, between lines 30 and 31, begin a new paragraph and insert:
- 8 "Sec. 9. "Verification information" means all information, data,
- 9 and documents provided by an individual for the purposes of
- 10 verification of identity or age under this chapter."
- 11 Page 2, line 31, delete "Sec. 8." and insert "Sec. 10."
- 12 Page 2, line 36, delete "Sec. 9." and insert "Sec. 11."
- 13 Page 2, line 39, delete "8" and insert "10".

1 Page 3, line 6, delete "liquidated damages of one thousand dollars
2 (\$1,000);" and insert "**damages of up to five thousand dollars**
3 **(\$5,000);"**.

4 Page 3, line 11, delete "Sec. 10." and insert "**Sec. 12.**".

5 Page 3, line 12, delete "8" and insert "**10**".

6 Page 3, line 20, delete "Sec. 11." and insert "**Sec. 13.**".

7 Page 3, line 23, delete "applies" and insert "**applies, and any third**
8 **party verification service used by a person to which this section**
9 **applies,"**.

10 Page 3, line 34, delete "liquidated damages of one thousand dollars
11 (\$1,000);" and insert "**damages of up to five thousand dollars**
12 **(\$5,000);"**.

13 Page 3, after line 38, begin a new paragraph and insert:

14 "**Sec. 14. Adult oriented website operators must use**
15 **commercially reasonable methods to secure all information**
16 **collected and transmitted under this chapter.**

17 **Sec. 15. The attorney general may bring an action under this**
18 **chapter to obtain any or all of the following against an adult**
19 **oriented website, accessible by an Indiana resident, that does not**
20 **implement or properly use a reasonable age verification method:**

- 21 (1) **An injunction to enjoin future violations of this chapter.**
22 (2) **A civil penalty of not more than two hundred fifty**
23 **thousand dollars (\$250,000).**
24 (3) **The attorney general's reasonable costs in:**
25 (A) **the investigation of the violations under this chapter;**
26 **and**
27 (B) **maintaining the action.**

28 **Sec. 16. When the attorney general has reasonable cause to**
29 **believe that any person has engaged in, is engaging in, or is about**
30 **to engage in a violation of this chapter, the attorney general is**
31 **empowered to issue civil investigative demands under IC 4-6-3-3**
32 **to investigate the suspected violation.**

33 **Sec. 17. In an action filed under sections 11, 12, 13, and 15 of**
34 **this chapter, the verification information of a minor who accessed**
35 **the adult oriented website shall remain confidential. The clerk of**
36 **the court shall place all records of the minor who accessed the**
37 **adult oriented website in an envelope marked "confidential" inside**
38 **the court's file pertaining to the minor. Records placed in the**

1 **confidential envelope may only be released to:**

- 2 **(1) the judge or any authorized staff member;**
- 3 **(2) a party and the party's attorney;**
- 4 **(3) the parents of a minor who accessed the adult oriented**
- 5 **website; or**
- 6 **(4) any person having a legitimate interest in the work of the**
- 7 **court or in a particular case as determined by the presiding**
- 8 **judge or their successor who shall consider the best interests,**
- 9 **safety, and welfare of the minor.**

10 SECTION 2. IC 24-4.9-2-10, AS ADDED BY P.L.125-2006,
11 SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
12 JULY 1, 2024]: Sec. 10. "Personal information" means:

- 13 (1) a Social Security number that is not encrypted or redacted; **or**
- 14 (2) an individual's first and last names, or first initial and last
- 15 name, and one (1) or more of the following data elements that are
- 16 not encrypted or redacted:

 - 17 (A) A driver's license number.
 - 18 (B) A state identification card number.
 - 19 (C) A credit card number.
 - 20 (D) A financial account number or debit card number in
 - 21 combination with a security code, password, or access code
 - 22 that would permit access to the person's account; **or**
 - 23 **(3) information collected by an adult oriented website**
 - 24 **operator, or their designee, under IC 24-4-23.**

25 The term does not include information that is lawfully obtained from
26 publicly available information or from federal, state, or local
27 government records lawfully made available to the general public.

28 SECTION 3. IC 24-5-0.5-3, AS AMENDED BY P.L.34-2022,
29 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
30 JULY 1, 2024]: Sec. 3. (a) A supplier may not commit an unfair,
31 abusive, or deceptive act, omission, or practice in connection with a
32 consumer transaction. Such an act, omission, or practice by a supplier
33 is a violation of this chapter whether it occurs before, during, or after
34 the transaction. An act, omission, or practice prohibited by this section
35 includes both implicit and explicit misrepresentations.

36 (b) Without limiting the scope of subsection (a), the following acts,
37 and the following representations as to the subject matter of a
38 consumer transaction, made orally, in writing, or by electronic

1 communication, by a supplier, are deceptive acts:

2 (1) That such subject of a consumer transaction has sponsorship,
3 approval, performance, characteristics, accessories, uses, or
4 benefits it does not have which the supplier knows or should
5 reasonably know it does not have.

6 (2) That such subject of a consumer transaction is of a particular
7 standard, quality, grade, style, or model, if it is not and if the
8 supplier knows or should reasonably know that it is not.

9 (3) That such subject of a consumer transaction is new or unused,
10 if it is not and if the supplier knows or should reasonably know
11 that it is not.

12 (4) That such subject of a consumer transaction will be supplied
13 to the public in greater quantity than the supplier intends or
14 reasonably expects.

15 (5) That replacement or repair constituting the subject of a
16 consumer transaction is needed, if it is not and if the supplier
17 knows or should reasonably know that it is not.

18 (6) That a specific price advantage exists as to such subject of a
19 consumer transaction, if it does not and if the supplier knows or
20 should reasonably know that it does not.

21 (7) That the supplier has a sponsorship, approval, or affiliation in
22 such consumer transaction the supplier does not have, and which
23 the supplier knows or should reasonably know that the supplier
24 does not have.

25 (8) That such consumer transaction involves or does not involve
26 a warranty, a disclaimer of warranties, or other rights, remedies,
27 or obligations, if the representation is false and if the supplier
28 knows or should reasonably know that the representation is false.

29 (9) That the consumer will receive a rebate, discount, or other
30 benefit as an inducement for entering into a sale or lease in return
31 for giving the supplier the names of prospective consumers or
32 otherwise helping the supplier to enter into other consumer
33 transactions, if earning the benefit, rebate, or discount is
34 contingent upon the occurrence of an event subsequent to the time
35 the consumer agrees to the purchase or lease.

36 (10) That the supplier is able to deliver or complete the subject of
37 the consumer transaction within a stated period of time, when the
38 supplier knows or should reasonably know the supplier could not.

- 1 If no time period has been stated by the supplier, there is a
2 presumption that the supplier has represented that the supplier
3 will deliver or complete the subject of the consumer transaction
4 within a reasonable time, according to the course of dealing or the
5 usage of the trade.
- 6 (11) That the consumer will be able to purchase the subject of the
7 consumer transaction as advertised by the supplier, if the supplier
8 does not intend to sell it.
- 9 (12) That the replacement or repair constituting the subject of a
10 consumer transaction can be made by the supplier for the estimate
11 the supplier gives a customer for the replacement or repair, if the
12 specified work is completed and:
- 13 (A) the cost exceeds the estimate by an amount equal to or
14 greater than ten percent (10%) of the estimate;
- 15 (B) the supplier did not obtain written permission from the
16 customer to authorize the supplier to complete the work even
17 if the cost would exceed the amounts specified in clause (A);
- 18 (C) the total cost for services and parts for a single transaction
19 is more than seven hundred fifty dollars (\$750); and
- 20 (D) the supplier knew or reasonably should have known that
21 the cost would exceed the estimate in the amounts specified in
22 clause (A).
- 23 (13) That the replacement or repair constituting the subject of a
24 consumer transaction is needed, and that the supplier disposes of
25 the part repaired or replaced earlier than seventy-two (72) hours
26 after both:
- 27 (A) the customer has been notified that the work has been
28 completed; and
- 29 (B) the part repaired or replaced has been made available for
30 examination upon the request of the customer.
- 31 (14) Engaging in the replacement or repair of the subject of a
32 consumer transaction if the consumer has not authorized the
33 replacement or repair, and if the supplier knows or should
34 reasonably know that it is not authorized.
- 35 (15) The act of misrepresenting the geographic location of the
36 supplier by listing an alternate business name or an assumed
37 business name (as described in IC 23-0.5-3-4) in a local telephone
38 directory if:

- 1 (A) the name misrepresents the supplier's geographic location;
 2 (B) the listing fails to identify the locality and state of the
 3 supplier's business;
 4 (C) calls to the local telephone number are routinely forwarded
 5 or otherwise transferred to a supplier's business location that
 6 is outside the calling area covered by the local telephone
 7 directory; and
 8 (D) the supplier's business location is located in a county that
 9 is not contiguous to a county in the calling area covered by the
 10 local telephone directory.
- 11 (16) The act of listing an alternate business name or assumed
 12 business name (as described in IC 23-0.5-3-4) in a directory
 13 assistance data base if:
- 14 (A) the name misrepresents the supplier's geographic location;
 15 (B) calls to the local telephone number are routinely forwarded
 16 or otherwise transferred to a supplier's business location that
 17 is outside the local calling area; and
 18 (C) the supplier's business location is located in a county that
 19 is not contiguous to a county in the local calling area.
- 20 (17) The violation by a supplier of IC 24-3-4 concerning
 21 cigarettes for import or export.
- 22 (18) The act of a supplier in knowingly selling or reselling a
 23 product to a consumer if the product has been recalled, whether
 24 by the order of a court or a regulatory body, or voluntarily by the
 25 manufacturer, distributor, or retailer, unless the product has been
 26 repaired or modified to correct the defect that was the subject of
 27 the recall.
- 28 (19) The violation by a supplier of 47 U.S.C. 227, including any
 29 rules or regulations issued under 47 U.S.C. 227.
- 30 (20) The violation by a supplier of the federal Fair Debt
 31 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
 32 rules or regulations issued under the federal Fair Debt Collection
 33 Practices Act (15 U.S.C. 1692 et seq.).
- 34 (21) A violation of IC 24-5-7 (concerning health spa services), as
 35 set forth in IC 24-5-7-17.
- 36 (22) A violation of IC 24-5-8 (concerning business opportunity
 37 transactions), as set forth in IC 24-5-8-20.
- 38 (23) A violation of IC 24-5-10 (concerning home consumer

- 1 transactions), as set forth in IC 24-5-10-18.
- 2 (24) A violation of IC 24-5-11 (concerning real property
3 improvement contracts), as set forth in IC 24-5-11-14.
- 4 (25) A violation of IC 24-5-12 (concerning telephone
5 solicitations), as set forth in IC 24-5-12-23.
- 6 (26) A violation of IC 24-5-13.5 (concerning buyback motor
7 vehicles), as set forth in IC 24-5-13.5-14.
- 8 (27) A violation of IC 24-5-14 (concerning automatic
9 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 10 (28) A violation of IC 24-5-15 (concerning credit services
11 organizations), as set forth in IC 24-5-15-11.
- 12 (29) A violation of IC 24-5-16 (concerning unlawful motor
13 vehicle subleasing), as set forth in IC 24-5-16-18.
- 14 (30) A violation of IC 24-5-17 (concerning environmental
15 marketing claims), as set forth in IC 24-5-17-14.
- 16 (31) A violation of IC 24-5-19 (concerning deceptive commercial
17 solicitation), as set forth in IC 24-5-19-11.
- 18 (32) A violation of IC 24-5-21 (concerning prescription drug
19 discount cards), as set forth in IC 24-5-21-7.
- 20 (33) A violation of IC 24-5-23.5-7 (concerning real estate
21 appraisals), as set forth in IC 24-5-23.5-9.
- 22 (34) A violation of IC 24-5-26 (concerning identity theft), as set
23 forth in IC 24-5-26-3.
- 24 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),
25 as set forth in IC 24-5.5-6-1.
- 26 (36) A violation of IC 24-8 (concerning promotional gifts and
27 contests), as set forth in IC 24-8-6-3.
- 28 (37) A violation of IC 21-18.5-6 (concerning representations
29 made by a postsecondary credit bearing proprietary educational
30 institution), as set forth in IC 21-18.5-6-22.5.
- 31 (38) A violation of IC 24-5-15.5 (concerning collection actions of
32 a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 33 (39) A violation of IC 24-14 (concerning towing services), as set
34 forth in IC 24-14-10-1.
- 35 (40) A violation of IC 24-5-14.5 (concerning misleading or
36 inaccurate caller identification information), as set forth in
37 IC 24-5-14.5-12.
- 38 (41) A violation of IC 24-5-27 (concerning intrastate inmate

1 calling services), as set forth in IC 24-5-27-27.

2 **(42) A violation of IC 24-4-23 (concerning the security of**
3 **information collected and transmitted by an adult oriented**
4 **website operator), as set forth in IC 24-4-23-14.**

5 (c) Any representations on or within a product or its packaging or
6 in advertising or promotional materials which would constitute a
7 deceptive act shall be the deceptive act both of the supplier who places
8 such representation thereon or therein, or who authored such materials,
9 and such other suppliers who shall state orally or in writing that such
10 representation is true if such other supplier shall know or have reason
11 to know that such representation was false.

12 (d) If a supplier shows by a preponderance of the evidence that an
13 act resulted from a bona fide error notwithstanding the maintenance of
14 procedures reasonably adopted to avoid the error, such act shall not be
15 deceptive within the meaning of this chapter.

16 (e) It shall be a defense to any action brought under this chapter that
17 the representation constituting an alleged deceptive act was one made
18 in good faith by the supplier without knowledge of its falsity and in
19 reliance upon the oral or written representations of the manufacturer,
20 the person from whom the supplier acquired the product, any testing
21 organization, or any other person provided that the source thereof is
22 disclosed to the consumer.

23 (f) For purposes of subsection (b)(12), a supplier that provides
24 estimates before performing repair or replacement work for a customer
25 shall give the customer a written estimate itemizing as closely as
26 possible the price for labor and parts necessary for the specific job
27 before commencing the work.

28 (g) For purposes of subsection (b)(15) and (b)(16), a telephone
29 company or other provider of a telephone directory or directory
30 assistance service or its officer or agent is immune from liability for
31 publishing the listing of an alternate business name or assumed
32 business name of a supplier in its directory or directory assistance data
33 base unless the telephone company or other provider of a telephone
34 directory or directory assistance service is the same person as the
35 supplier who has committed the deceptive act.

36 (h) For purposes of subsection (b)(18), it is an affirmative defense
37 to any action brought under this chapter that the product has been
38 altered by a person other than the defendant to render the product

- 1 completely incapable of serving its original purpose."
- 2 Renumber all SECTIONS consecutively.
(Reference is to SB 17 as reprinted January 17, 2024.)

and when so amended that said bill do pass.

Representative Jeter