

# HOUSE BILL No. 1225

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## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 3-14-1-18; IC 24-5; IC 35-52-3-12.1.

**Synopsis:** Use of fabricated media. Defines "fabricated media" as recorded audio, a recorded image, or recorded video of an individual's speech, appearance, or conduct: (1) that has been altered without the individual's consent such that: (A) the media conveys a materially inaccurate depiction of the individual's speech, appearance, or conduct; and (B) a reasonable person would be unable to recognize that the recording has been altered; or (2) in which an artificially generated audio or video imitation of an individual that: (A) has been created without the individual's consent; and (B) is sufficiently lifelike that a reasonable person would be unable to distinguish the speech or appearance of the imitation from the speech or appearance of the individual; is used to convey a fictional depiction of the individual's speech, appearance, or conduct. Provides that a person who pays for or sponsors a political campaign advertisement that: (1) expressly advocates for the defeat of a clearly identified candidate; and (2) includes fabricated media that: (A) depicts the identified candidate; and (B) was created without the consent of the identified candidate; commits a Class A misdemeanor and is subject to a civil action by the identified candidate. Provides that a person that pays for the creation of a publicly disseminated advertisement that: (1) includes fabricated media depicting a living individual without the consent of the individual; or (2) includes fabricated media depicting a deceased individual without the consent of the person entitled to exercise and enforce the individual's rights of publicity; commits a deceptive act that is actionable by the attorney general and is subject to a civil action by the individual or by the person entitled to exercise and enforce the individual's rights of publicity.

**Effective:** July 1, 2024.

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## Miller K, Johnson B

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January 9, 2024, read first time and referred to Committee on Courts and Criminal Code.

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Second Regular Session of the 123rd General Assembly (2024)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2023 Regular Session of the General Assembly.

# HOUSE BILL No. 1225

A BILL FOR AN ACT to amend the Indiana Code concerning technology.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 3-14-1-18 IS ADDED TO THE INDIANA CODE  
2 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
3 1, 2024]: **Sec. 18. (a) The following definitions apply throughout**  
4 **this section:**  
5 (1) "Campaign advertisement" means a communication that  
6 is subject to IC 3-9-3-2.5.  
7 (2) "Fabricated media" means either of the following:  
8 (A) Media that includes an audio or visual recording of an  
9 individual's speech, appearance, or conduct that has been  
10 altered without the individual's consent such that:  
11 (i) the media conveys a materially inaccurate depiction  
12 of the individual's speech, appearance, or conduct as  
13 recorded in the unaltered recording; and  
14 (ii) a reasonable person would be unable to recognize  
15 that the recording has been altered.  
16 (B) Media in which an artificially generated audio or video  
17 imitation of an individual that:



1 (i) has been created without the individual's consent; and  
 2 (ii) is sufficiently lifelike that a reasonable person would  
 3 be unable to distinguish the speech or appearance of the  
 4 imitation from the speech or appearance of the  
 5 individual;

6 is used to convey a fictional depiction of the individual's  
 7 speech, appearance, or conduct.

8 (3) "Media" means:

9 (A) recorded audio;

10 (B) a recorded image; or

11 (C) recorded video.

12 (b) A person that pays for or sponsors a campaign  
 13 advertisement that:

14 (1) expressly advocates for the defeat of a clearly identified  
 15 candidate; and

16 (2) includes fabricated media that:

17 (A) depicts the candidate described in subdivision (1); and

18 (B) was created without the consent of the candidate  
 19 described in subdivision (1);

20 commits a Class A misdemeanor.

21 (c) A candidate depicted in fabricated media that is included in  
 22 a campaign advertisement in violation of subsection (b) may bring  
 23 a civil action against:

24 (1) the person that paid for the communication; and

25 (2) the person that sponsored the communication.

26 (d) A plaintiff who prevails in an action brought under  
 27 subsection (c) is entitled to recover:

28 (1) the plaintiff's actual damages;

29 (2) injunctive relief; and

30 (3) the amount of any court costs and reasonable attorney's  
 31 fees incurred by the plaintiff in connection with the action.

32 (e) A court shall expedite the hearing of an action brought under  
 33 this section.

34 SECTION 2. IC 24-5-0.5-3, AS AMENDED BY P.L.34-2022,  
 35 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 36 JULY 1, 2024]: Sec. 3. (a) A supplier may not commit an unfair,  
 37 abusive, or deceptive act, omission, or practice in connection with a  
 38 consumer transaction. Such an act, omission, or practice by a supplier  
 39 is a violation of this chapter whether it occurs before, during, or after  
 40 the transaction. An act, omission, or practice prohibited by this section  
 41 includes both implicit and explicit misrepresentations.

42 (b) Without limiting the scope of subsection (a), the following acts,



1 and the following representations as to the subject matter of a  
2 consumer transaction, made orally, in writing, or by electronic  
3 communication, by a supplier, are deceptive acts:

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

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

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

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

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

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

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

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

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

38 (10) That the supplier is able to deliver or complete the subject of  
39 the consumer transaction within a stated period of time, when the  
40 supplier knows or should reasonably know the supplier could not.  
41 If no time period has been stated by the supplier, there is a  
42 presumption that the supplier has represented that the supplier



- 1 will deliver or complete the subject of the consumer transaction  
 2 within a reasonable time, according to the course of dealing or the  
 3 usage of the trade.
- 4 (11) That the consumer will be able to purchase the subject of the  
 5 consumer transaction as advertised by the supplier, if the supplier  
 6 does not intend to sell it.
- 7 (12) That the replacement or repair constituting the subject of a  
 8 consumer transaction can be made by the supplier for the estimate  
 9 the supplier gives a customer for the replacement or repair, if the  
 10 specified work is completed and:
- 11 (A) the cost exceeds the estimate by an amount equal to or  
 12 greater than ten percent (10%) of the estimate;
- 13 (B) the supplier did not obtain written permission from the  
 14 customer to authorize the supplier to complete the work even  
 15 if the cost would exceed the amounts specified in clause (A);
- 16 (C) the total cost for services and parts for a single transaction  
 17 is more than seven hundred fifty dollars (\$750); and
- 18 (D) the supplier knew or reasonably should have known that  
 19 the cost would exceed the estimate in the amounts specified in  
 20 clause (A).
- 21 (13) That the replacement or repair constituting the subject of a  
 22 consumer transaction is needed, and that the supplier disposes of  
 23 the part repaired or replaced earlier than seventy-two (72) hours  
 24 after both:
- 25 (A) the customer has been notified that the work has been  
 26 completed; and
- 27 (B) the part repaired or replaced has been made available for  
 28 examination upon the request of the customer.
- 29 (14) Engaging in the replacement or repair of the subject of a  
 30 consumer transaction if the consumer has not authorized the  
 31 replacement or repair, and if the supplier knows or should  
 32 reasonably know that it is not authorized.
- 33 (15) The act of misrepresenting the geographic location of the  
 34 supplier by listing an alternate business name or an assumed  
 35 business name (as described in IC 23-0.5-3-4) in a local telephone  
 36 directory if:
- 37 (A) the name misrepresents the supplier's geographic location;
- 38 (B) the listing fails to identify the locality and state of the  
 39 supplier's business;
- 40 (C) calls to the local telephone number are routinely forwarded  
 41 or otherwise transferred to a supplier's business location that  
 42 is outside the calling area covered by the local telephone



- 1 directory; and  
 2 (D) the supplier's business location is located in a county that  
 3 is not contiguous to a county in the calling area covered by the  
 4 local telephone directory.
- 5 (16) The act of listing an alternate business name or assumed  
 6 business name (as described in IC 23-0.5-3-4) in a directory  
 7 assistance data base if:  
 8 (A) the name misrepresents the supplier's geographic location;  
 9 (B) calls to the local telephone number are routinely forwarded  
 10 or otherwise transferred to a supplier's business location that  
 11 is outside the local calling area; and  
 12 (C) the supplier's business location is located in a county that  
 13 is not contiguous to a county in the local calling area.
- 14 (17) The violation by a supplier of IC 24-3-4 concerning  
 15 cigarettes for import or export.
- 16 (18) The act of a supplier in knowingly selling or reselling a  
 17 product to a consumer if the product has been recalled, whether  
 18 by the order of a court or a regulatory body, or voluntarily by the  
 19 manufacturer, distributor, or retailer, unless the product has been  
 20 repaired or modified to correct the defect that was the subject of  
 21 the recall.
- 22 (19) The violation by a supplier of 47 U.S.C. 227, including any  
 23 rules or regulations issued under 47 U.S.C. 227.
- 24 (20) The violation by a supplier of the federal Fair Debt  
 25 Collection Practices Act (15 U.S.C. 1692 et seq.), including any  
 26 rules or regulations issued under the federal Fair Debt Collection  
 27 Practices Act (15 U.S.C. 1692 et seq.).
- 28 (21) A violation of IC 24-5-7 (concerning health spa services), as  
 29 set forth in IC 24-5-7-17.
- 30 (22) A violation of IC 24-5-8 (concerning business opportunity  
 31 transactions), as set forth in IC 24-5-8-20.
- 32 (23) A violation of IC 24-5-10 (concerning home consumer  
 33 transactions), as set forth in IC 24-5-10-18.
- 34 (24) A violation of IC 24-5-11 (concerning real property  
 35 improvement contracts), as set forth in IC 24-5-11-14.
- 36 (25) A violation of IC 24-5-12 (concerning telephone  
 37 solicitations), as set forth in IC 24-5-12-23.
- 38 (26) A violation of IC 24-5-13.5 (concerning buyback motor  
 39 vehicles), as set forth in IC 24-5-13.5-14.
- 40 (27) A violation of IC 24-5-14 (concerning automatic  
 41 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 42 (28) A violation of IC 24-5-15 (concerning credit services



- 1 organizations), as set forth in IC 24-5-15-11.
- 2 (29) A violation of IC 24-5-16 (concerning unlawful motor
- 3 vehicle subleasing), as set forth in IC 24-5-16-18.
- 4 (30) A violation of IC 24-5-17 (concerning environmental
- 5 marketing claims), as set forth in IC 24-5-17-14.
- 6 (31) A violation of IC 24-5-19 (concerning deceptive commercial
- 7 solicitation), as set forth in IC 24-5-19-11.
- 8 (32) A violation of IC 24-5-21 (concerning prescription drug
- 9 discount cards), as set forth in IC 24-5-21-7.
- 10 (33) A violation of IC 24-5-23.5-7 (concerning real estate
- 11 appraisals), as set forth in IC 24-5-23.5-9.
- 12 (34) A violation of IC 24-5-26 (concerning identity theft), as set
- 13 forth in IC 24-5-26-3.
- 14 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),
- 15 as set forth in IC 24-5.5-6-1.
- 16 (36) A violation of IC 24-8 (concerning promotional gifts and
- 17 contests), as set forth in IC 24-8-6-3.
- 18 (37) A violation of IC 21-18.5-6 (concerning representations
- 19 made by a postsecondary credit bearing proprietary educational
- 20 institution), as set forth in IC 21-18.5-6-22.5.
- 21 (38) A violation of IC 24-5-15.5 (concerning collection actions of
- 22 a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 23 (39) A violation of IC 24-14 (concerning towing services), as set
- 24 forth in IC 24-14-10-1.
- 25 (40) A violation of IC 24-5-14.5 (concerning misleading or
- 26 inaccurate caller identification information), as set forth in
- 27 IC 24-5-14.5-12.
- 28 (41) A violation of IC 24-5-27 (concerning intrastate inmate
- 29 calling services), as set forth in IC 24-5-27-27.
- 30 **(42) A violation of IC 24-5-28.5 (concerning use of fabricated**
- 31 **media in advertising), as set forth in IC 24-5-28.5-4.**
- 32 (c) Any representations on or within a product or its packaging or
- 33 in advertising or promotional materials which would constitute a
- 34 deceptive act shall be the deceptive act both of the supplier who places
- 35 such representation thereon or therein, or who authored such materials,
- 36 and such other suppliers who shall state orally or in writing that such
- 37 representation is true if such other supplier shall know or have reason
- 38 to know that such representation was false.
- 39 (d) If a supplier shows by a preponderance of the evidence that an
- 40 act resulted from a bona fide error notwithstanding the maintenance of
- 41 procedures reasonably adopted to avoid the error, such act shall not be
- 42 deceptive within the meaning of this chapter.



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

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

13 (g) For purposes of subsection (b)(15) and (b)(16), a telephone  
 14 company or other provider of a telephone directory or directory  
 15 assistance service or its officer or agent is immune from liability for  
 16 publishing the listing of an alternate business name or assumed  
 17 business name of a supplier in its directory or directory assistance data  
 18 base unless the telephone company or other provider of a telephone  
 19 directory or directory assistance service is the same person as the  
 20 supplier who has committed the deceptive act.

21 (h) For purposes of subsection (b)(18), it is an affirmative defense  
 22 to any action brought under this chapter that the product has been  
 23 altered by a person other than the defendant to render the product  
 24 completely incapable of serving its original purpose.

25 SECTION 3. IC 24-5-28.5 IS ADDED TO THE INDIANA CODE  
 26 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE  
 27 JULY 1, 2024]:

28 **Chapter 28.5. Use of Fabricated Media in Advertising**

29 **Sec. 1. As used in this chapter, "advertisement" means media**  
 30 **promoting the sale of a product or service.**

31 **Sec. 2. As used in this chapter, "fabricated media" means either**  
 32 **of the following:**

33 **(1) Media that includes an audio or visual recording of an**  
 34 **individual's speech, appearance, or conduct that has been**  
 35 **altered without the individual's consent such that:**

36 **(A) the media conveys a materially inaccurate depiction of**  
 37 **the individual's speech, appearance, or conduct as**  
 38 **recorded in the unaltered recording; and**

39 **(B) a reasonable person would be unable to recognize that**  
 40 **the recording has been altered.**

41 **(2) Media in which an artificially generated audio or video**  
 42 **imitation of an individual that:**





1 (A) has been created without the individual's consent; and  
 2 (B) is sufficiently lifelike that a reasonable person would be  
 3 unable to distinguish the speech or appearance of the  
 4 imitation from the speech or appearance of the individual;  
 5 is used to convey a fictional depiction of the individual's  
 6 speech, appearance, or conduct.

7 **Sec. 3. As used in this chapter, "media" means:**

- 8 (1) recorded audio;  
 9 (2) a recorded image; or  
 10 (3) recorded video.

11 **Sec. 4. (a) A person that pays for the creation of an  
 12 advertisement:**

13 (1) that:

14 (A) includes fabricated media depicting a living individual  
 15 without the consent of the individual; or

16 (B) includes fabricated media depicting a deceased  
 17 individual without the consent of the person entitled to  
 18 exercise and enforce the individual's rights under  
 19 IC 32-36-1; and

20 (2) that is disseminated to the public;

21 commits a deceptive act that is actionable by the attorney general  
 22 under IC 24-5-0.5-4(c).

23 (b) A:

24 (1) living individual who is depicted in fabricated media that  
 25 is included in an advertisement in violation of subsection  
 26 (a)(1)(A); or

27 (2) person entitled to exercise and enforce the rights under  
 28 IC 32-36-1 of a deceased individual who is depicted in  
 29 fabricated media that is included in an advertisement in  
 30 violation of subsection (a)(1)(B);

31 may bring a civil action against the person that paid for the  
 32 creation of the advertisement.

33 (c) A plaintiff who prevails in an action brought under  
 34 subsection (b) is entitled to recover:

- 35 (1) the plaintiff's actual damages;  
 36 (2) injunctive relief; and  
 37 (3) the amount of any court costs and reasonable attorney's  
 38 fees incurred by the plaintiff in connection with the action.

39 SECTION 4. IC 35-52-3-12.1 IS ADDED TO THE INDIANA  
 40 CODE AS A NEW SECTION TO READ AS FOLLOWS  
 41 [EFFECTIVE JULY 1, 2024]: **Sec. 12.1. IC 3-14-1-18 defines a crime  
 42 concerning campaign advertising.**

