

28 Section 1. Section **13-11-4.1** is amended to read:

29 **13-11-4.1 . Targeted solicitations involving financial information -- Restrictions.**

30 (1) As used in this section:

31 (a) "Account holder" means a person for whom a personal account is held by a financial
32 institution.

33 (b) "Financial institution" means:

34 (i) a state or federally chartered:

35 (A) bank;

36 (B) savings and loan association;

37 (C) savings bank;

38 (D) industrial bank; or

39 (E) credit union;

40 (ii) any other institution under the jurisdiction of the commissioner of Financial
41 Institutions as described in Title 7, Financial Institutions Act; or

42 (iii) a person who:

43 (A) is subject to Title 61, Chapter 2c, Utah Residential Mortgage Practices and
44 Licensing Act; and

45 (B) engages in the business of residential mortgage loans as defined in Section
46 61-2c-102.

47 (c) (i) "Specific account information" means information that is:

48 (A) relative to the account of an account holder, in addition to the name of the
49 account holder; and

50 (B) not provided by the financial institution that holds the account holder's
51 account to the person offering a targeted solicitation.

52 (ii) "Specific account information" includes:

53 (A) a loan number;

54 (B) a loan amount; or

55 (C) any other specific account or loan information.

56 (d) "Targeted solicitation" means any written or oral advertisement or solicitation for
57 products or services that:

58 (i) is addressed to an account holder;

59 (ii) contains specific account information;

60 (iii) is offered by a supplier that is not sponsored by or affiliated with the financial
61 institution that holds the account holder's account; and

- 62 (iv) is not authorized by the financial institution that holds the account holder's
63 account.
- 64 (2) (a) A supplier who is not the financial institution of an account holder may not
65 represent, directly or indirectly, that the supplier is the financial institution of the
66 account holder.
- 67 (b) If a presiding officer or court determines appropriate after considering other relevant
68 factors, the following actions by a supplier who is not the financial institution of an
69 account holder establish a presumption that the supplier is representing that the
70 supplier is the financial institution of the account holder in violation of Subsection
71 (2)(a):
- 72 (i) the use or reference to the name, trade name, or trademark of the financial
73 institution of the account holder, when sending a targeted solicitation, unless the
74 supplier has written authorization from the financial institution;
- 75 (ii) the placement of specific account information on the outside of an envelope,
76 visible through the envelope window, or on a postcard, when sending a [target]
77 targeted solicitation by direct mail; or
- 78 (iii) the placement of specific account information in the subject line, when sending a
79 targeted solicitation by email.
- 80 (3) (a) A targeted solicitation, if offered in writing, shall include a clear and conspicuous
81 statement in bold type on the front page of the document containing:
- 82 (i) the name, address, and telephone number of the supplier offering the targeted
83 solicitation; and
- 84 (ii) a statement indicating that the supplier offering the targeted solicitation is not
85 sponsored by or affiliated with the financial institution that holds the account
86 holder's account.
- 87 (b) If the targeted solicitation is offered orally, the supplier offering the targeted
88 solicitation shall verbally communicate the statement described in Subsection (3)(a)
89 at the time the oral solicitation is offered to the account holder.
- 90 (4) A supplier who violates this section commits a deceptive act or practice under
91 Subsection 13-11-4(1).
- 92 Section 2. Section **13-11-21** is amended to read:
- 93 **13-11-21 . Settlement of class action -- Complaint in class action delivered to**
94 **enforcing authority.**
- 95 (1) (a) (i) A defendant in a class action may file a written offer of settlement. If it is

96 not accepted within a reasonable time by a plaintiff class representative, the
97 defendant may file an affidavit reciting the rejection.

98 (ii) The court may determine that the offer has enough merit to present to the
99 members of the class. If [it] the court so determines, [it] the court shall order a
100 hearing to determine whether the offer should be approved.

101 (iii) [~~It shall give the best notice of the hearing that is practicable under the~~
102 ~~circumstances, including~~] The court shall provide at least 60 days advance notice
103 of the hearing:

104 (A) to the enforcing authority; and

105 (B) [~~to~~] to the extent practicable, to each member who can be identified through
106 reasonable effort.

107 (iv) The notice described in Subsection (1)(a)(iii) shall specify the terms of the offer
108 and a reasonable period within which members of the class who request it are
109 entitled to be included in the class.

110 (v) The statute of limitations for those who are excluded pursuant to this [~~Subsection~~
111 ~~(4)~~] Subsection (1)(a)(v) is tolled for the period the class action has been pending,
112 plus an additional year. Within 60 days of receipt of the notice required by this
113 Subsection (1)(a), the enforcing authority may intervene in the class action for the
114 limited purpose of objecting to the offer of settlement.

115 (b) If a member who has previously lost an opportunity to be excluded from the class is
116 excluded at his request in response to notice of the offer of settlement during the
117 period specified under Subsection (1)(a), he may not thereafter participate in a class
118 action for damages respecting the same consumer transaction, unless the court later
119 disapproves the offer of settlement or approves a settlement materially different from
120 that proposed in the original offer of settlement. After the expiration of the period of
121 limitations, a member of the class is not entitled to be excluded from it.

122 (c) If the court later approves the offer of settlement, including changes, if any, required
123 by the court in the interest of a just settlement of the action, it shall enter judgment,
124 which is binding on all persons who are then members of the class. If the court
125 disapproves the offer or approves a settlement materially different from that proposed
126 in the original offer, notice shall be given to a person who was excluded from the
127 action at his request in response to notice of the offer under Subsection (1)(a), and he
128 is entitled to rejoin the class and, in the case of the approval, participate in the
129 settlement.

130 (2) On the commencement of a class action under Section 13-11-19, the class representative
131 shall mail by certified mail with return receipt requested or personally serve a copy of
132 the complaint on the enforcing authority. Within [~~30~~] 180 days after the receipt of a
133 copy of the complaint, but not thereafter, the enforcing authority may intervene in the
134 class action for purposes of participation as an interested party in litigation of the class
135 action.

136 Section 3. Section **13-11-21.1** is enacted to read:

137 **13-11-21.1 . Retrospective Operation.**

138 The provisions of this bill apply to any claim for which a court has not issued a
139 final, unappealable judgment or order as of May 1, 2024.

140 Section 4. **Effective date.**

141 This bill takes effect on May 1, 2024.

142 Section 5. **Revisor instructions.**

143 The Legislature intends that the reference to "this bill" in Section 13-11-21.1 be
144 replaced with the bill's designated chapter number in the Laws of Utah.