

HOUSE BILL No. 1627

DIGEST OF INTRODUCED BILL

Citations Affected: IC 24-4.7-3-6; IC 24-5-0.5.

Synopsis: Consumer pricing information. Provides that it is a deceptive consumer sales act to display or advertise a purchase price for the subject of a consumer transaction that does not include all fees and charges other than: (1) taxes or fees imposed on the purchase by a unit of government; or (2) reasonably expected shipping or handling charges; that are required to be paid by the consumer to complete the consumer transaction.

Effective: July 1, 2025.

Hatcher

January 21, 2025, read first time and referred to Committee on Commerce, Small Business and Economic Development.



First Regular Session of the 124th General Assembly (2025)

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 2024 Regular Session of the General Assembly.

HOUSE BILL No. 1627

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

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

1 SECTION 1. IC 24-4.7-3-6, AS AMENDED BY P.L.148-2024,
2 SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
3 JULY 1, 2025]: Sec. 6. (a) The consumer protection division telephone
4 solicitation fund is established for the following purposes:
5 (1) The administration of:
6 (A) this article;
7 (B) ~~IC 24-5-0.5-3(b)(19)~~; **IC 24-5-0.5-3(b)(20)**;
8 (C) IC 24-5-12;
9 (D) IC 24-5-14; and
10 (E) IC 24-5-14.5.
11 (2) The reimbursement of prosecuting attorneys for expenses
12 incurred in extraditing violators of any statute set forth in
13 subdivision (1).
14 The fund shall be used exclusively for these purposes.
15 (b) The division shall administer the fund.
16 (c) The fund consists of all revenue received:
17 (1) under this article;



- 1 (2) from civil penalties recovered under IC 24-5-0.5-4(h);
 2 (3) from civil penalties recovered after June 30, 2019, under
 3 IC 24-5-12-23(b);
 4 (4) from civil penalties recovered after June 30, 2019, under
 5 IC 24-5-14-13(b); and
 6 (5) from civil penalties recovered under IC 24-5-14.5-12.

7 (d) Money in the fund is continuously appropriated to the division
 8 for the purposes set forth in subsection (a).

9 (e) Money in the fund at the end of a state fiscal year does not revert
 10 to the state general fund. However, if the amount of money in the fund
 11 at the end of a particular state fiscal year exceeds two hundred
 12 thousand dollars (\$200,000), the treasurer of state shall transfer the
 13 excess from the fund to the state general fund.

14 SECTION 2. IC 24-5-0.5-2, AS AMENDED BY P.L.280-2019,
 15 SECTION 4, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 16 JULY 1, 2025]: Sec. 2.(a) As used in this chapter:

17 (1) "Consumer transaction" means a sale, lease, assignment,
 18 award by chance, or other disposition of an item of personal
 19 property, real property, a service, or an intangible, except
 20 securities and policies or contracts of insurance issued by
 21 corporations authorized to transact an insurance business under
 22 the laws of the state of Indiana, with or without an extension of
 23 credit, to a person for purposes that are primarily personal,
 24 familial, charitable, agricultural, or household, or a solicitation to
 25 supply any of these things. However, the term includes the
 26 following:

27 (A) A transfer of structured settlement payment rights under
 28 IC 34-50-2.

29 (B) An unsolicited advertisement sent to a person by telephone
 30 facsimile machine offering a sale, lease, assignment, award by
 31 chance, or other disposition of an item of personal property,
 32 real property, a service, or an intangible.

33 (C) The collection of or attempt to collect a debt by a debt
 34 collector.

35 (2) "Person" means an individual, corporation, the state of Indiana
 36 or its subdivisions or agencies, business trust, estate, trust,
 37 partnership, association, nonprofit corporation or organization, or
 38 cooperative or any other legal entity.

39 (3) "Supplier" means the following:

40 (A) A seller, lessor, assignor, or other person who regularly
 41 engages in or solicits consumer transactions, including
 42 soliciting a consumer transaction by using a telephone



- 1 facsimile machine to transmit an unsolicited advertisement.
 2 The term includes a manufacturer, wholesaler, or retailer,
 3 whether or not the person deals directly with the consumer.
 4 (B) A debt collector.
- 5 (4) "Subject of a consumer transaction" means the personal
 6 property, real property, services, or intangibles offered or
 7 furnished in a consumer transaction.
- 8 (5) "Cure" as applied to a deceptive act, means either:
 9 (A) to offer in writing to adjust or modify the consumer
 10 transaction to which the act relates to conform to the
 11 reasonable expectations of the consumer generated by such
 12 deceptive act and to perform such offer if accepted by the
 13 consumer; or
 14 (B) to offer in writing to rescind such consumer transaction
 15 and to perform such offer if accepted by the consumer.
- 16 The term includes an offer in writing of one (1) or more items of
 17 value, including monetary compensation, that the supplier
 18 delivers to a consumer or a representative of the consumer if
 19 accepted by the consumer.
- 20 (6) "Offer to cure" as applied to a deceptive act is a cure that:
 21 (A) is reasonably calculated to remedy a loss claimed by the
 22 consumer; and
 23 (B) includes a minimum additional amount that is the greater
 24 of:
 25 (i) ten percent (10%) of the value of the remedy under
 26 clause (A), but not more than four thousand dollars
 27 (\$4,000); or
 28 (ii) five hundred dollars (\$500);
 29 as compensation for attorney's fees, expenses, and other costs
 30 that a consumer may incur in relation to the deceptive act.
- 31 (7) "Uncured deceptive act" means a deceptive act:
 32 (A) with respect to which a consumer who has been damaged
 33 by such act has given notice to the supplier under section 5(a)
 34 of this chapter; and
 35 (B) either:
 36 (i) no offer to cure has been made to such consumer within
 37 thirty (30) days after such notice; or
 38 (ii) the act has not been cured as to such consumer within a
 39 reasonable time after the consumer's acceptance of the offer
 40 to cure.
- 41 (8) "Incurable deceptive act" means a deceptive act done by a
 42 supplier as part of a scheme, artifice, or device with intent to



1 defraud or mislead. The term includes a failure of a transferee of
 2 structured settlement payment rights to timely provide a true and
 3 complete disclosure statement to a payee as provided under
 4 IC 34-50-2 in connection with a direct or indirect transfer of
 5 structured settlement payment rights.

6 (9) "Senior consumer" means an individual who is at least sixty
 7 (60) years of age.

8 (10) "Telephone facsimile machine" means equipment that has
 9 the capacity to transcribe text or images, or both, from:

10 (A) paper into an electronic signal and to transmit that signal
 11 over a regular telephone line; or

12 (B) an electronic signal received over a regular telephone line
 13 onto paper.

14 (11) "Unsolicited advertisement" means material advertising the
 15 commercial availability or quality of:

16 (A) property;

17 (B) goods; or

18 (C) services;

19 that is transmitted to a person without the person's prior express
 20 invitation or permission, in writing or otherwise.

21 (12) "Debt" has the meaning set forth in 15 U.S.C. 1692(a)(5).

22 (13) "Debt collector" has the meaning set forth in 15 U.S.C.
 23 1692(a)(6). The term does not include a person admitted to the
 24 practice of law in Indiana if the person is acting within the course
 25 and scope of the person's practice as an attorney. The term
 26 includes a debt buyer (as defined in IC 24-5-15.5).

27 (b) As used in section ~~3(b)(15)~~ **3(b)(16)** and ~~3(b)(16)~~ **3(b)(17)** of
 28 this chapter:

29 (1) "Directory assistance" means the disclosure of telephone
 30 number information in connection with an identified telephone
 31 service subscriber by means of a live operator or automated
 32 service.

33 (2) "Local telephone directory" refers to a telephone classified
 34 advertising directory or the business section of a telephone
 35 directory that is distributed by a telephone company or directory
 36 publisher to subscribers located in the local exchanges contained
 37 in the directory. The term includes a directory that includes
 38 listings of more than one (1) telephone company.

39 (3) "Local telephone number" refers to a telephone number that
 40 has the three (3) number prefix used by the provider of telephone
 41 service for telephones physically located within the area covered
 42 by the local telephone directory in which the number is listed. The



1 term does not include long distance numbers or 800-, 888-, or
 2 900- exchange numbers listed in a local telephone directory.
 3 SECTION 3. IC 24-5-0.5-3, AS AMENDED BY P.L.104-2024,
 4 SECTION 42, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 5 JULY 1, 2025]: Sec. 3. (a) A supplier may not commit an unfair,
 6 abusive, or deceptive act, omission, or practice in connection with a
 7 consumer transaction. Such an act, omission, or practice by a supplier
 8 is a violation of this chapter whether it occurs before, during, or after
 9 the transaction. An act, omission, or practice prohibited by this section
 10 includes both implicit and explicit misrepresentations.
 11 (b) Without limiting the scope of subsection (a), the following acts,
 12 and the following representations as to the subject matter of a
 13 consumer transaction, made orally, in writing, or by electronic
 14 communication, by a supplier, are deceptive acts:
 15 (1) That such subject of a consumer transaction has sponsorship,
 16 approval, performance, characteristics, accessories, uses, or
 17 benefits it does not have which the supplier knows or should
 18 reasonably know it does not have.
 19 (2) That such subject of a consumer transaction is of a particular
 20 standard, quality, grade, style, or model, if it is not and if the
 21 supplier knows or should reasonably know that it is not.
 22 (3) That such subject of a consumer transaction is new or unused,
 23 if it is not and if the supplier knows or should reasonably know
 24 that it is not.
 25 (4) That such subject of a consumer transaction will be supplied
 26 to the public in greater quantity than the supplier intends or
 27 reasonably expects.
 28 (5) That replacement or repair constituting the subject of a
 29 consumer transaction is needed, if it is not and if the supplier
 30 knows or should reasonably know that it is not.
 31 (6) That a specific price advantage exists as to such subject of a
 32 consumer transaction, if it does not and if the supplier knows or
 33 should reasonably know that it does not.
 34 (7) That the supplier has a sponsorship, approval, or affiliation in
 35 such consumer transaction the supplier does not have, and which
 36 the supplier knows or should reasonably know that the supplier
 37 does not have.
 38 (8) That such consumer transaction involves or does not involve
 39 a warranty, a disclaimer of warranties, or other rights, remedies,
 40 or obligations, if the representation is false and if the supplier
 41 knows or should reasonably know that the representation is false.
 42 (9) That the consumer will receive a rebate, discount, or other



1 benefit as an inducement for entering into a sale or lease in return
 2 for giving the supplier the names of prospective consumers or
 3 otherwise helping the supplier to enter into other consumer
 4 transactions, if earning the benefit, rebate, or discount is
 5 contingent upon the occurrence of an event subsequent to the time
 6 the consumer agrees to the purchase or lease.

7 (10) That the supplier is able to deliver or complete the subject of
 8 the consumer transaction within a stated period of time, when the
 9 supplier knows or should reasonably know the supplier could not.
 10 If no time period has been stated by the supplier, there is a
 11 presumption that the supplier has represented that the supplier
 12 will deliver or complete the subject of the consumer transaction
 13 within a reasonable time, according to the course of dealing or the
 14 usage of the trade.

15 (11) That the consumer will be able to purchase the subject of the
 16 consumer transaction as advertised by the supplier, if the supplier
 17 does not intend to sell it.

18 (12) That the replacement or repair constituting the subject of a
 19 consumer transaction can be made by the supplier for the estimate
 20 the supplier gives a customer for the replacement or repair, if the
 21 specified work is completed and:

22 (A) the cost exceeds the estimate by an amount equal to or
 23 greater than ten percent (10%) of the estimate;

24 (B) the supplier did not obtain written permission from the
 25 customer to authorize the supplier to complete the work even
 26 if the cost would exceed the amounts specified in clause (A);

27 (C) the total cost for services and parts for a single transaction
 28 is more than seven hundred fifty dollars (\$750); and

29 (D) the supplier knew or reasonably should have known that
 30 the cost would exceed the estimate in the amounts specified in
 31 clause (A).

32 (13) That the replacement or repair constituting the subject of a
 33 consumer transaction is needed, and that the supplier disposes of
 34 the part repaired or replaced earlier than seventy-two (72) hours
 35 after both:

36 (A) the customer has been notified that the work has been
 37 completed; and

38 (B) the part repaired or replaced has been made available for
 39 examination upon the request of the customer.

40 **(14) Displaying or advertising a purchase price for the subject**
 41 **of a consumer transaction that does not include all fees and**
 42 **charges other than:**



- 1 **(A) taxes or fees imposed on the purchase by a unit of**
 2 **government; or**
 3 **(B) if the subject of the consumer transaction is a good,**
 4 **shipping or handling charges reasonably expected to be**
 5 **incurred by the supplier in shipping the good to the**
 6 **consumer;**
 7 **that are required to be paid by the consumer to complete the**
 8 **consumer transaction.**
 9 ~~(14)~~ **(15)** Engaging in the replacement or repair of the subject of
 10 a consumer transaction if the consumer has not authorized the
 11 replacement or repair, and if the supplier knows or should
 12 reasonably know that it is not authorized.
 13 ~~(15)~~ **(16)** The act of misrepresenting the geographic location of
 14 the supplier by listing an alternate business name or an assumed
 15 business name (as described in IC 23-0.5-3-4) in a local telephone
 16 directory if:
 17 (A) the name misrepresents the supplier's geographic location;
 18 (B) the listing fails to identify the locality and state of the
 19 supplier's business;
 20 (C) calls to the local telephone number are routinely forwarded
 21 or otherwise transferred to a supplier's business location that
 22 is outside the calling area covered by the local telephone
 23 directory; and
 24 (D) the supplier's business location is located in a county that
 25 is not contiguous to a county in the calling area covered by the
 26 local telephone directory.
 27 ~~(16)~~ **(17)** The act of listing an alternate business name or assumed
 28 business name (as described in IC 23-0.5-3-4) in a directory
 29 assistance data base if:
 30 (A) the name misrepresents the supplier's geographic location;
 31 (B) calls to the local telephone number are routinely forwarded
 32 or otherwise transferred to a supplier's business location that
 33 is outside the local calling area; and
 34 (C) the supplier's business location is located in a county that
 35 is not contiguous to a county in the local calling area.
 36 ~~(17)~~ **(18)** The violation by a supplier of IC 24-3-4 concerning
 37 cigarettes for import or export.
 38 ~~(18)~~ **(19)** The act of a supplier in knowingly selling or reselling a
 39 product to a consumer if the product has been recalled, whether
 40 by the order of a court or a regulatory body, or voluntarily by the
 41 manufacturer, distributor, or retailer, unless the product has been
 42 repaired or modified to correct the defect that was the subject of



- 1 the recall.
- 2 ~~(19)~~ **(20)** The violation by a supplier of 47 U.S.C. 227, including
- 3 any rules or regulations issued under 47 U.S.C. 227.
- 4 ~~(20)~~ **(21)** The violation by a supplier of the federal Fair Debt
- 5 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
- 6 rules or regulations issued under the federal Fair Debt Collection
- 7 Practices Act (15 U.S.C. 1692 et seq.).
- 8 ~~(21)~~ **(22)** A violation of IC 24-5-7 (concerning health spa
- 9 services), as set forth in IC 24-5-7-17.
- 10 ~~(22)~~ **(23)** A violation of IC 24-5-8 (concerning business
- 11 opportunity transactions), as set forth in IC 24-5-8-20.
- 12 ~~(23)~~ **(24)** A violation of IC 24-5-10 (concerning home consumer
- 13 transactions), as set forth in IC 24-5-10-18.
- 14 ~~(24)~~ **(25)** A violation of IC 24-5-11 (concerning real property
- 15 improvement contracts), as set forth in IC 24-5-11-14.
- 16 ~~(25)~~ **(26)** A violation of IC 24-5-12 (concerning telephone
- 17 solicitations), as set forth in IC 24-5-12-23.
- 18 ~~(26)~~ **(27)** A violation of IC 24-5-13.5 (concerning buyback motor
- 19 vehicles), as set forth in IC 24-5-13.5-14.
- 20 ~~(27)~~ **(28)** A violation of IC 24-5-14 (concerning automatic
- 21 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 22 ~~(28)~~ **(29)** A violation of IC 24-5-15 (concerning credit services
- 23 organizations), as set forth in IC 24-5-15-11.
- 24 ~~(29)~~ **(30)** A violation of IC 24-5-16 (concerning unlawful motor
- 25 vehicle subleasing), as set forth in IC 24-5-16-18.
- 26 ~~(30)~~ **(31)** A violation of IC 24-5-17 (concerning environmental
- 27 marketing claims), as set forth in IC 24-5-17-14.
- 28 ~~(31)~~ **(32)** A violation of IC 24-5-19 (concerning deceptive
- 29 commercial solicitation), as set forth in IC 24-5-19-11.
- 30 ~~(32)~~ **(33)** A violation of IC 24-5-21 (concerning prescription drug
- 31 discount cards), as set forth in IC 24-5-21-7.
- 32 ~~(33)~~ **(34)** A violation of IC 24-5-23.5-7 (concerning real estate
- 33 appraisals), as set forth in IC 24-5-23.5-9.
- 34 ~~(34)~~ **(35)** A violation of IC 24-5-26 (concerning identity theft), as
- 35 set forth in IC 24-5-26-3.
- 36 ~~(35)~~ **(36)** A violation of IC 24-5.5 (concerning mortgage rescue
- 37 fraud), as set forth in IC 24-5.5-6-1.
- 38 ~~(36)~~ **(37)** A violation of IC 24-8 (concerning promotional gifts
- 39 and contests), as set forth in IC 24-8-6-3.
- 40 ~~(37)~~ **(38)** A violation of IC 21-18.5-6 (concerning representations
- 41 made by a postsecondary credit bearing proprietary educational
- 42 institution), as set forth in IC 21-18.5-6-22.5.



- 1 ~~(38)~~ **(39)** A violation of IC 24-5-15.5 (concerning collection
2 actions of a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
3 ~~(39)~~ **(40)** A violation of IC 24-14 (concerning towing services), as
4 set forth in IC 24-14-10-1.
5 ~~(40)~~ **(41)** A violation of IC 24-5-14.5 (concerning misleading or
6 inaccurate caller identification information), as set forth in
7 IC 24-5-14.5-12.
8 ~~(41)~~ **(42)** A violation of IC 24-5-27 (concerning intrastate inmate
9 calling services), as set forth in IC 24-5-27-27.
10 ~~(42)~~ **(43)** A violation of IC 15-21 (concerning sales of dogs by
11 retail pet stores), as set forth in IC 15-21-7-4.
12 ~~(43)~~ **(44)** A violation of IC 24-4-23 (concerning the security of
13 information collected and transmitted by an adult oriented website
14 operator), as set forth in IC 24-4-23-14.
15 (c) Any representations on or within a product or its packaging or
16 in advertising or promotional materials which would constitute a
17 deceptive act shall be the deceptive act both of the supplier who places
18 such representation thereon or therein, or who authored such materials,
19 and such other suppliers who shall state orally or in writing that such
20 representation is true if such other supplier shall know or have reason
21 to know that such representation was false.
22 (d) If a supplier shows by a preponderance of the evidence that an
23 act resulted from a bona fide error notwithstanding the maintenance of
24 procedures reasonably adopted to avoid the error, such act shall not be
25 deceptive within the meaning of this chapter.
26 (e) It shall be a defense to any action brought under this chapter that
27 the representation constituting an alleged deceptive act was one made
28 in good faith by the supplier without knowledge of its falsity and in
29 reliance upon the oral or written representations of the manufacturer,
30 the person from whom the supplier acquired the product, any testing
31 organization, or any other person provided that the source thereof is
32 disclosed to the consumer.
33 (f) For purposes of subsection (b)(12), a supplier that provides
34 estimates before performing repair or replacement work for a customer
35 shall give the customer a written estimate itemizing as closely as
36 possible the price for labor and parts necessary for the specific job
37 before commencing the work.
38 (g) For purposes of subsection ~~(b)(15)~~ **(b)(16)** and ~~(b)(16)~~; **(b)(17)**,
39 a telephone company or other provider of a telephone directory or
40 directory assistance service or its officer or agent is immune from
41 liability for publishing the listing of an alternate business name or
42 assumed business name of a supplier in its directory or directory



1 assistance data base unless the telephone company or other provider of
 2 a telephone directory or directory assistance service is the same person
 3 as the supplier who has committed the deceptive act.

4 (h) For purposes of subsection ~~(b)(18)~~; **(b)(19)**, it is an affirmative
 5 defense to any action brought under this chapter that the product has
 6 been altered by a person other than the defendant to render the product
 7 completely incapable of serving its original purpose.

8 SECTION 4. IC 24-5-0.5-4, AS AMENDED BY P.L.118-2024,
 9 SECTION 32, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 10 JULY 1, 2025]: Sec. 4. (a) A person relying upon an uncured or
 11 incurable deceptive act may bring an action for the damages actually
 12 suffered as a consumer as a result of the deceptive act or five hundred
 13 dollars (\$500), whichever is greater. The court may increase damages
 14 for a willful deceptive act in an amount that does not exceed the greater
 15 of:

16 (1) three (3) times the actual damages of the consumer suffering
 17 the loss; or

18 (2) one thousand dollars (\$1,000).

19 Except as provided in subsection (k), the court may award reasonable
 20 attorney's fees to the party that prevails in an action under this
 21 subsection. This subsection does not apply to a consumer transaction
 22 in real property, including a claim or action involving a construction
 23 defect (as defined in IC 32-27-3-1(5)) brought against a construction
 24 professional (as defined in IC 32-27-3-1(4)), except for purchases of
 25 time shares and camping club memberships. This subsection does not
 26 apply with respect to a deceptive act described in section ~~3(b)(20)~~
 27 **3(b)(21)** of this chapter. This subsection also does not apply to a
 28 violation of IC 24-4.7, IC 24-5-12, IC 24-5-14, or IC 24-5-14.5. Actual
 29 damages awarded to a person under this section have priority over any
 30 civil penalty imposed under this chapter.

31 (b) Any person who is entitled to bring an action under subsection
 32 (a) on the person's own behalf against a supplier for damages for a
 33 deceptive act may bring a class action against such supplier on behalf
 34 of any class of persons of which that person is a member and which has
 35 been damaged by such deceptive act, subject to and under the Indiana
 36 Rules of Trial Procedure governing class actions, except as herein
 37 expressly provided. Except as provided in subsection (k), the court may
 38 award reasonable attorney's fees to the party that prevails in a class
 39 action under this subsection, provided that such fee shall be determined
 40 by the amount of time reasonably expended by the attorney and not by
 41 the amount of the judgment, although the contingency of the fee may
 42 be considered. Except in the case of an extension of time granted by the



1 attorney general under IC 24-10-2-2(b) in an action subject to IC 24-10,
 2 any money or other property recovered in a class action under this
 3 subsection which cannot, with due diligence, be restored to consumers
 4 within one (1) year after the judgment becomes final shall be returned
 5 to the party depositing the same. This subsection does not apply to a
 6 consumer transaction in real property, except for purchases of time
 7 shares and camping club memberships. This subsection does not apply
 8 with respect to a deceptive act described in section ~~3(b)(20)~~ **3(b)(21)**
 9 of this chapter. Actual damages awarded to a class have priority over
 10 any civil penalty imposed under this chapter.

11 (c) The attorney general may bring an action to enjoin a deceptive
 12 act, including a deceptive act described in section ~~3(b)(20)~~ **3(b)(21)** of
 13 this chapter, notwithstanding subsections (a) and (b). However, the
 14 attorney general may seek to enjoin patterns of incurable deceptive acts
 15 with respect to consumer transactions in real property. In addition, the
 16 court may:

- 17 (1) issue an injunction;
- 18 (2) order the supplier to make payment of the money unlawfully
 19 received from the aggrieved consumers to be held in escrow for
 20 distribution to aggrieved consumers;
- 21 (3) for a knowing violation against a senior consumer, increase
 22 the amount of restitution ordered under subdivision (2) in any
 23 amount up to three (3) times the amount of damages incurred or
 24 value of property or assets lost;
- 25 (4) order the supplier to pay to the state the reasonable costs of
 26 the attorney general's investigation and prosecution related to the
 27 action;
- 28 (5) provide for the appointment of a receiver; and
- 29 (6) order the department of state revenue to suspend the supplier's
 30 registered retail merchant certificate, subject to the requirements
 31 and prohibitions contained in IC 6-2.5-8-7(a)(5), if the court finds
 32 that a violation of this chapter involved the sale or solicited sale
 33 of a synthetic drug (as defined in IC 35-31.5-2-321), a synthetic
 34 drug lookalike substance (as defined in IC 35-31.5-2-321.5
 35 (repealed)) (before July 1, 2019), a controlled substance analog
 36 (as defined in IC 35-48-1-9.3), or a substance represented to be a
 37 controlled substance (as described in IC 35-48-4-4.6).

38 (d) In an action under subsection (a), (b), or (c), the court may void
 39 or limit the application of contracts or clauses resulting from deceptive
 40 acts and order restitution to be paid to aggrieved consumers.

41 (e) In any action under subsection (a) or (b), upon the filing of the
 42 complaint or on the appearance of any defendant, claimant, or any



1 other party, or at any later time, the trial court, the supreme court, or the
 2 court of appeals may require the plaintiff, defendant, claimant, or any
 3 other party or parties to give security, or additional security, in such
 4 sum as the court shall direct to pay all costs, expenses, and
 5 disbursements that shall be awarded against that party or which that
 6 party may be directed to pay by any interlocutory order by the final
 7 judgment or on appeal.

8 (f) Any person who violates the terms of an injunction issued under
 9 subsection (c) shall forfeit and pay to the state a civil penalty of not
 10 more than fifteen thousand dollars (\$15,000) per violation. For the
 11 purposes of this section, the court issuing an injunction shall retain
 12 jurisdiction, the cause shall be continued, and the attorney general
 13 acting in the name of the state may petition for recovery of civil
 14 penalties. Whenever the court determines that an injunction issued
 15 under subsection (c) has been violated, the court shall award
 16 reasonable costs to the state.

17 (g) If a court finds any person has knowingly violated section 3 or
 18 10 of this chapter, other than section ~~3(b)(19)~~, 3(b)(20), **3(b)(21)**, or
 19 ~~3(b)(40)~~ **3(b)(41)** of this chapter, the attorney general, in an action
 20 pursuant to subsection (c), may recover from the person on behalf of
 21 the state a civil penalty of a fine not exceeding five thousand dollars
 22 (\$5,000) per violation.

23 (h) If a court finds that a person has violated section ~~3(b)(19)~~
 24 **3(b)(20)** of this chapter, the attorney general, in an action under
 25 subsection (c), may recover from the person on behalf of the state a
 26 civil penalty as follows:

27 (1) For a knowing or intentional violation, one thousand five
 28 hundred dollars (\$1,500).

29 (2) For a violation other than a knowing or intentional violation,
 30 five hundred dollars (\$500).

31 A civil penalty recovered under this subsection shall be deposited in
 32 the consumer protection division telephone solicitation fund
 33 established by IC 24-4.7-3-6 to be used for the administration and
 34 enforcement of section ~~3(b)(19)~~ **3(b)(20)** of this chapter.

35 (i) A senior consumer relying upon an uncured or incurable
 36 deceptive act, including an act related to hypnotism, may bring an
 37 action to recover treble damages, if appropriate.

38 (j) An offer to cure is:

39 (1) not admissible as evidence in a proceeding initiated under this
 40 section unless the offer to cure is delivered by a supplier to the
 41 consumer or a representative of the consumer before the supplier
 42 files the supplier's initial response to a complaint; and



1 (2) only admissible as evidence in a proceeding initiated under
 2 this section to prove that a supplier is not liable for attorney's fees
 3 under subsection (k).

4 If the offer to cure is timely delivered by the supplier, the supplier may
 5 submit the offer to cure as evidence to prove in the proceeding in
 6 accordance with the Indiana Rules of Trial Procedure that the supplier
 7 made an offer to cure.

8 (k) A supplier may not be held liable for the attorney's fees and
 9 court costs of the consumer that are incurred following the timely
 10 delivery of an offer to cure as described in subsection (j) unless the
 11 actual damages awarded, not including attorney's fees and costs, exceed
 12 the value of the offer to cure.

13 (l) If a court finds that a person has knowingly violated section
 14 ~~3(b)(20)~~ **3(b)(21)** of this chapter, the attorney general, in an action
 15 under subsection (c), may recover from the person on behalf of the
 16 state a civil penalty not exceeding one thousand dollars (\$1,000) per
 17 consumer. In determining the amount of the civil penalty in any action
 18 by the attorney general under this subsection, the court shall consider,
 19 among other relevant factors, the frequency and persistence of
 20 noncompliance by the debt collector, the nature of the noncompliance,
 21 and the extent to which the noncompliance was intentional. A person
 22 may not be held liable in any action by the attorney general for a
 23 violation of section ~~3(b)(20)~~ **3(b)(21)** of this chapter if the person
 24 shows by a preponderance of evidence that the violation was not
 25 intentional and resulted from a bona fide error, notwithstanding the
 26 maintenance of procedures reasonably adapted to avoid the error. A
 27 person may not be held liable in any action for a violation of this
 28 chapter for contacting a person other than the debtor, if the contact is
 29 made in compliance with the Fair Debt Collection Practices Act.

30 (m) If a court finds that a person has knowingly or intentionally
 31 violated section ~~3(b)(40)~~ **3(b)(41)** of this chapter, the attorney general,
 32 in an action under subsection (c), may recover from the person on
 33 behalf of the state a civil penalty in accordance with
 34 IC 24-5-14.5-12(b). As specified in IC 24-5-14.5-12(b), a civil penalty
 35 recovered under IC 24-5-14.5-12(b) shall be deposited in the consumer
 36 protection division telephone solicitation fund established by
 37 IC 24-4.7-3-6 to be used for the administration and enforcement of
 38 IC 24-5-14.5. In addition to the recovery of a civil penalty in
 39 accordance with IC 24-5-14.5-12(b), the attorney general may also
 40 recover reasonable attorney fees and court costs from the person on
 41 behalf of the state. Those funds shall also be deposited in the consumer
 42 protection division telephone solicitation fund established by



1 IC 24-4.7-3-6.

