



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB5893

by Rep. Renée Kosel

SYNOPSIS AS INTRODUCED:

New Act
815 ILCS 505/2Z

from Ch. 121 1/2, par. 262Z

Creates the Foreclosure Protection Act. Sets forth the findings of the General Assembly. Sets forth the requirements for foreclosure consulting contracts. Provides for a right of cancellation of foreclosure consulting contracts. Sets forth prohibited acts by foreclosure consultants and criminal penalties. Sets forth standards of unconscionability and specific language requirements for foreclosure consulting contracts. Sets forth certain requirements for equity purchase contracts, including a home owner's right to cancel an equity purchase contract. Provides that a transaction in which a home owner purports to grant a residence in foreclosure to an equity purchaser by an instrument that appears to be an absolute conveyance and reserves to the home owner or is given by the equity purchaser an option to repurchase shall be permitted only when certain conditions have been met. Sets forth prohibited conduct of equity purchasers and criminal penalties. Provides that violations of the Act constitute unfair trade practices subject to penalty under the Consumer Fraud and Deceptive Business Practices Act and amends the Consumer Fraud and Deceptive Business Practices Act to include the violations.

LRB095 19082 MJR 45280 b

CORRECTIONAL
BUDGET AND
IMPACT NOTE ACT
MAY APPLY

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning regulation.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Foreclosure Protection Act.

6 Section 5. Findings. The General Assembly finds that home
7 ownership and the accumulation of equity in one's home provide
8 significant social and economic benefits to this State and its
9 citizens. Unfortunately, too many home owners in financial
10 distress, especially the poor, elderly, and financially
11 unsophisticated, are vulnerable to a variety of deceptive and
12 unconscionable business practices designed to dispossess them
13 or otherwise strip the equity from their homes. There is a
14 compelling need to curtail and to prevent the most deceptive
15 and unconscionable of these business practices, to provide each
16 home owner with information necessary to make an informed and
17 intelligent decision regarding transactions with certain
18 foreclosure consultants and equity purchases, to provide
19 certain minimum requirements for contracts between such
20 parties, including statutory rights to cancel such contracts,
21 and to ensure and foster fair dealing in the sale and purchase
22 of homes in foreclosure. Therefore, it is the intent of the
23 General Assembly that all violations of this Act have a

1 significant public impact and that the terms of the Act be
2 liberally construed to achieve these purposes.

3 Section 10. Definitions. As used in this Act:

4 "Associate" means a partner, subsidiary, affiliate, agent,
5 or any other person working in association with a foreclosure
6 consultant or an equity purchaser. "Associate" does not include
7 a person who is excluded from the definition of "equity
8 purchaser" or a "foreclosure consultant".

9 "Equity purchaser" means a person who, in the course of the
10 person's business, vocation, or occupation, acquires title to a
11 residence in foreclosure, except that the term does not include
12 a person who acquires such title:

13 (1) for the purpose of using the property as his or her
14 personal residence for at least one year;

15 (2) by a deed in lieu of foreclosure to the holder of
16 an evidence of debt, or an associate of the holder of an
17 evidence, of a consensual lien, or encumbrance of record if
18 such consensual lien or encumbrance is recorded in the real
19 property records of the recorder of the county where the
20 residence in foreclosure is located prior to the recording
21 of the notice of election and demand for sale;

22 (3) by a deed from the county sheriff as a result of a
23 foreclosure sale;

24 (4) at a sale of property by statute;

25 (5) by order or judgment of any court;

1 (6) from the person's spouse, relative, or relative of
2 a spouse, but the half or whole blood or by adoption, or
3 from a guardian, conservator, or personal representative
4 of a person identified in this paragraph; or

5 (7) while performing services as part of a person's
6 normal business activities under any law of this State or
7 the United States that regulates banks, trust companies,
8 savings and loan associations, credit unions, insurance
9 companies, title insurers, insurance producers, or escrow
10 companies authorized to conduct business in this State, an
11 affiliate or subsidiary of such person, or an employee or
12 agent acting on behalf of such person.

13 "Foreclosure consultant" means a person who does not,
14 directly or through an associate, take or acquire any interest
15 in or title to the residence in foreclosure and who, in the
16 course of such person's business, vocation, or occupation,
17 makes a solicitation, representation, or offer to a home owner
18 to perform, in exchange for compensation from the home owner or
19 from the proceeds of any loan or advance of funds, a service
20 that the person represents will do any of the following:

21 (1) stop or postpone a foreclosure sale;

22 (2) obtain a forbearance from a beneficiary under a
23 deed of trust, mortgage, or other lien;

24 (3) assist the home owner in exercising a right to cure
25 a default;

26 (4) obtain an extension of the period within which the

1 home owner may cure a default;

2 (5) obtain a waiver of an acceleration clause contained
3 in an evidence of debt secured by a deed of trust,
4 mortgage, or other lien on a residence in foreclosure or
5 contained in such deed of trust, mortgage, or other lien;

6 (6) assist the home owner to obtain a loan or advance
7 of funds;

8 (7) avoid or reduce the impairment of the home owner's
9 credit resulting from the recording of a notice of election
10 and demand for sale, commencement of a judicial foreclosure
11 action, or due to any foreclosure sale or the granting of a
12 deed in lieu of foreclosure or resulting from any late
13 payment or other failure to pay or perform under the
14 evidence of debt, the deed of trust, or other lien securing
15 such evidence of debt;

16 (8) in any way delay, hinder, or prevent the
17 foreclosure upon the home owner's residence; or

18 (9) assist the home owner in obtaining from the
19 beneficiary, mortgagee, or grantee of the lien in
20 foreclosure or from counsel for such beneficiary,
21 mortgagee, or grantee the remaining or excess proceeds from
22 the foreclosure sale of the residence in foreclosure.

23 The term "foreclosure consultant" does not include:

24 (1) a person licensed to practice law in this State
25 while performing any activity related to the person's
26 attorney-client relationship with a home owner or any

1 activity related to the person's attorney-client
2 relationship with the beneficiary, mortgagee, grantee, or
3 holder of any lien being enforced by way of foreclosure;

4 (2) a holder or servicer of an evidence of debt or the
5 attorney for the holder or servicer of an evidence of debt
6 secured by a deed of trust or other lien on any residence
7 in foreclosure while the person performs services in
8 connection with the evidence of debt, lien, deed of trust,
9 or other lien securing such debt;

10 (3) a person doing business under any law of this State
11 or the United States, which law regulates banks, trust
12 companies, savings and loan associations, credit unions,
13 insurance companies, title insurers, insurance producers,
14 or escrow companies authorized to conduct business in this
15 State, while the person performs services as part of the
16 person's normal business activities, an affiliate or
17 subsidiary of any of the foregoing, or an employee or agent
18 acting on behalf of any of the foregoing;

19 (4) a person originating or closing a loan in a
20 person's normal course of business if, as to that loan:

21 (A) the loan is subject to the requirements of the
22 federal Real Estate Settlement Procedures Act; or

23 (B) with respect to any second mortgage or home
24 equity line of credit, the loan is subordinate to and
25 closed simultaneously with a qualified first mortgage
26 loan under the federal Real Estate Settlement

1 Procedures Act or is initially payable on the face of
2 the note or contract to an entity included in
3 subsection (3) of this definition;

4 (5) a judgment creditor of the home owner, if the
5 judgment is recorded in the real property records of the
6 recorder of the county where the residence in foreclosure
7 is located and the legal action giving rise to the judgment
8 was commenced before the notice of election and demand for
9 sale;

10 (6) a title insurance company or title insurance agent
11 authorized to conduct business in this State, while
12 performing title insurance and settlement services;

13 (7) a person licensed as a real estate broker or real
14 estate salesperson, while the person engaged in any
15 activity for which the person is licensed; or

16 (8) a nonprofit organization that solely offers
17 counseling or advice to home owners in foreclosure or loan
18 default, unless the organization is an associate of the
19 foreclosure consultant.

20 "Foreclosure consulting contract" means any agreement
21 between a foreclosure consultant and a home owner.

22 "Home owner" means the owner of a residence in foreclosure,
23 including a vendee under contract for deed to real property.

24 "Residence in foreclosure" means a residence or dwelling
25 that is occupied as the home owner's principal place of
26 residence and against which any type of foreclosure action has

1 been commenced.

2 Section 15. Foreclosure consulting contract.

3 (a) A foreclosure consulting contract shall:

4 (1) be in writing and provided to and retained by the
5 home owner, without changes, alterations, or
6 modifications, for review at least 24 hours before it is
7 signed by the home owner;

8 (2) be printed in at least 12-point type and shall
9 include the name and address of the foreclosure consultant
10 to which a notice of cancellation can be mailed and the
11 date the home owner signed the contract;

12 (3) fully disclose the exact nature of the foreclosure
13 consulting services to be provided and the total amount and
14 terms of any compensation to be received by the foreclosure
15 consultant or associate;

16 (4) be dated and personally signed, with each page
17 being initialed, by each home owner of the residence in
18 foreclosure and the foreclosure consultant and shall be
19 acknowledged by a notary public in the presence of the home
20 owner at the time the contract is signed by the home owner;
21 and

22 (5) shall be printed in at least 14-point bold-faced
23 type, completed with the name of the foreclosure
24 consultant, and located in immediate proximity to the space
25 reserved for the home owner's signature.

1 A completed form in duplicate, captioned "Notice of
2 Cancellation" shall accompany the foreclosure consulting
3 contract. The notice of cancellation shall: (i) be on a
4 separate sheet of paper attached to the contract; (ii) be
5 easily detachable; and (iii) be printed in at least 14-point
6 type.

7 (b) The foreclosure consultant shall provide to the home
8 owner a signed, dated, and acknowledged copy of the foreclosure
9 consulting contract and the attached notice of cancellation
10 immediately upon execution of the contract. The time during
11 which the home owner may cancel the foreclosure consulting
12 contract does not begin to run until the foreclosure consultant
13 has complied with this Section.

14 Section 20. Foreclosure consulting contract; right of
15 cancellation.

16 (a) In addition to any right or rescission available under
17 State or federal law, the home owner has the right to cancel a
18 foreclosure consulting contract at any time. Cancellation
19 occurs when the home owner gives written notice of cancellation
20 of the foreclosure consulting contract to the foreclosure
21 consultant at the address specified in the contract or through
22 any facsimile or electronic mail address identified in the
23 contract or other materials provided to the home owner by the
24 foreclosure consultant.

25 (b) Notice of cancellation, if given by mail, is effective

1 when deposited in the United State mail, properly addressed,
2 with postage prepaid. Notice of cancellation need not be in the
3 form provided with the contract and is effective, however
4 expressed, if it indicated the intention of the home owner to
5 cancel the foreclosure consulting contract. As part of the
6 cancellation of a foreclosure consulting contract, the home
7 owner shall repay, with 60 days after the date of cancellation,
8 all funds paid or advanced in good faith prior to the receipt
9 of notice of cancellation by the foreclosure consultant or
10 associate under the terms of the foreclosure consulting
11 contract, together with interest at the prime rate published by
12 the Federal Reserve, plus 2 percentage points, with the total
13 interest rate not to exceed 8% per year, from the date of
14 expenditure until repaid by the home owner.

15 (c) The right to cancel may not be condition on the
16 repayment of any funds.

17 Section 25. Foreclosure consulting contract; waiver of
18 rights. A provision in a foreclosure consulting contract is
19 void as against public policy if the provision attempts or
20 purports to:

21 (a) waive any rights specified in Sections 15 through 45
22 of this Act or the right to jury trial;

23 (b) consent to jurisdiction for litigation or choice of
24 law in a state other than this State;

25 (c) consent to venue in a county other than the county

1 in which the property is located; or

2 (d) impose any costs or fees greater than the actual
3 costs and fees.

4 Section 30. Prohibited acts. A foreclosure consultant may
5 not:

6 (a) claim, demand, charge, collect, or receive any
7 compensation until after the foreclosure consultant has
8 fully performed each and every service the foreclosure
9 consultant contracted to perform or represented that the
10 foreclosure consultant would perform.

11 (b) claim, demand, charge, collect, or receive any
12 interest or any other compensation for a loan that the
13 foreclosure consultant makes to the home owner that exceeds
14 the prime rate published by the Federal Reserve at the time
15 of any loan plus 2 percentage points, with the total
16 interest rate not to exceed 8% per year;

17 (c) take a wage assignment, lien of any type on real or
18 personal property, or other security to secure the payment
19 of compensation;

20 (d) receive any consideration from a third party in
21 connection with foreclosure consulting services provided
22 to a home owner with whom the foreclosure consultant has
23 contracted;

24 (e) acquire an interest, directly, indirectly, or
25 through an associate, in the real or personal property of a

1 home owner with whom the foreclosure consultant has
2 contracted;

3 (f) obtain a power of attorney from a home owner for
4 any purpose other than to inspect documents as provided by
5 law; or

6 (g) induce or attempt to induce a home owner to enter
7 into a foreclosure consulting contract that does not comply
8 in all respects with this Section.

9 Section 35. Foreclosure consulting contract; criminal
10 penalties. A person who violates Section 30 of this Act is
11 guilty of a Class A misdemeanor and, in addition to any term of
12 imprisonment that may be imposed by the court, may be fined up
13 to \$25,000.

14 Section 40. Foreclosure consulting contract;
15 unconscionability.

16 (a) A foreclosure consultant or associate may not
17 facilitate or engage in any transaction that is unconscionable
18 given the terms and circumstances of the transaction.

19 (b) If a court, as a matter of law, finds a foreclosure
20 consultant contract or any clause of such contract to have been
21 unconscionable at the time it was made, the court may refuse to
22 enforce the contract, enforce the remainder of the contract
23 without the unconscionable clause, or so limit the application
24 of any unconscionable clause as to avoid an unconscionable

1 result.

2 (c) When it is claimed or appears to the court that a
3 foreclosure consultant contract or any clause of such contract
4 may be unconscionable, the parties shall be afforded a
5 reasonable opportunity to present evidence as to its commercial
6 setting, purpose, and effect, to aid the court in making the
7 determination.

8 (d) In order to support a finding of unconscionability,
9 there must be evidence of some bad faith overreaching on the
10 part of the foreclosure consultant or associate such as that
11 which results from an unreasonable inequality of bargaining
12 power or other circumstance in which there is an absence of
13 meaningful choice for one of the parties, together with
14 contract terms that are, under standard industry practices,
15 unreasonably favorable to the foreclosure consultant or
16 associate.

17 Section 45. Foreclosure consulting contract language. A
18 foreclosure consulting contract and all notices of
19 cancellation shall be written in English and shall be
20 accompanied by a written translation from English into any
21 other language principally spoken by the home owner, certified
22 by the person making the translation as a true and correct
23 translation of the English version. The translated version
24 shall be presumed to have equal status and credibility as the
25 English version.

1 Section 50. Equity purchases; written contract required.
2 Every contract shall be written in at least 12-point bold-faced
3 type and fully completed, signed, and dated by the home owner
4 and equity purchaser prior to the execution of any instrument
5 quit-claiming, assigning, transferring, conveying, or
6 encumbering an interest in the residence in foreclosure.

7 Section 55. Equity purchases; contents; notice. Every
8 contract shall contain the entire agreement of the parties and
9 shall include the following terms:

10 (a) the name, business address, and telephone number of
11 the equity purchaser;

12 (b) the street address and full legal description of
13 the residence in foreclosure

14 (c) clear and conspicuous disclosure of any financial
15 or legal obligations of the home owner that will be assumed
16 by the equity purchaser. If the equity purchaser will not
17 be assuming any financial or legal obligations of the home
18 owner, the equity purchaser shall provide to the home owner
19 a separate written disclosure that substantially complies
20 with applicable State law.

21 (d) the total consideration to be paid by the equity
22 purchaser in connection with or incident to the acquisition
23 by the equity purchaser of the residence in foreclosure;

24 (e) the terms of payment or other consideration,

1 including, but not limited to, any services of any nature
2 that the equity purchaser represents will be performed for
3 the home owner before or after the sale;

4 (f) the date and time when possession of the residence
5 in foreclosure is to be transferred to the equity
6 purchaser;

7 (g) the terms of any rental agreement or lease;

8 (h) the specifications of any option or right to
9 repurchase the residence in foreclosure, including the
10 specific amounts of any escrow deposit, down payment,
11 purchase price, closing costs, commissions, or other fees
12 or costs;

13 (i) a notice of cancellation as provided in Section 65
14 of this Act; and

15 (j) the following notice, in at least 14-point
16 bold-faced type and completed with the name of the equity
17 purchaser, immediately above the statement required by
18 Section 65 of this Act.

19 Section 60. Equity purchase; right to cancel contract.

20 (a) In addition to any right of rescission available under
21 State or federal law, the home owner has the right to cancel a
22 contract with an equity purchaser until 12 midnight of the
23 third business day following the day on which the home owner
24 signs a contract that complies with this Section or until 12
25 noon on the day before the foreclosure sale of the residence in

1 foreclosure, whichever occurs first. Cancellation occurs when
2 the home owner personally delivers written notice of
3 cancellation to the address specified in the contract or upon
4 deposit of such notice in the United States mail, properly
5 addressed, with postage prepaid.

6 (b) Notice of cancellation given by the home owner need not
7 take the particular form as provided with the contract and,
8 however expressed, is effective if it indicates the intention
9 of the home owner not to be bound by the contract. In the
10 absence of any written notice of cancellation from the home
11 owner, the execution by the home owner of a deed or other
12 instrument of conveyance of an interest in the residence in
13 foreclosure to the equity purchaser after the expiration of the
14 rescission period creates a rebuttable presumption that the
15 home owner did not cancel the contract with the equity
16 purchaser.

17 Section 65. Equity purchase contract; notice of
18 cancellation.

19 (a) The contract shall contain, as the last provision
20 before the space reserved for the home owner's signature, a
21 conspicuous statement in at least 12-point bold-faced type,
22 stating the time when the home owner may cancel the equity
23 purchase contract with out penalty.

24 (b) The equity purchaser shall accurately specify the date
25 and time of day on which the cancellation rights ends. The

1 contract shall be accompanied by duplicate completed forms,
2 captioned "notice of cancellation" in at least twelve-point
3 bold-faced type if the contract is printed or in capital
4 letters if the contract is typed, followed by a space in which
5 the equity purchaser shall enter the date on which the home
6 owner executed the contract. Such form shall be attached to the
7 contract and be easily detachable. The equity purchaser shall
8 provide the home owner with a copy of the contract and attached
9 notice of cancellation. Until the equity purchaser has complied
10 with this Section, the home owner may cancel the contract.

11 Section 70. Options through reconveyances.

12 (a) A transaction in which a home owner purports to grant a
13 residence in foreclosure to an equity purchaser by an
14 instrument that appears to be an absolute conveyance and
15 reserves to the home owner or is given by the equity purchaser
16 an option to repurchase shall be permitted only where all of
17 the following conditions have been met:

18 (1) the reconveyance contract complies in all respects
19 with Section 55 of this Act

20 (2) the reconveyance contract provides the home owner
21 with a nonwaivable 30-day right to cure any default of said
22 reconveyance contract and specifies that the home owner may
23 exercise this right to cure on at least 3 separate
24 occasions during such reconveyance contract;

25 (3) the equity purchaser fully assumes or discharges

1 the lien in foreclosure as well as any prior liens that
2 will not be extinguished by such foreclosure, which
3 assumption or discharge shall be accomplished without
4 violation of the terms and conditions of the liens being
5 assumed or discharged.

6 (4) the equity purchaser verifies and can demonstrate
7 that the home owner has or will have a reasonable ability
8 to make the lease payments and to repurchase the residence
9 in foreclosure within the term of the option to repurchase
10 under the reconveyance contract. For purposes of this
11 Section, there is a rebuttable presumption that the home
12 owner has a reasonable ability to make lease payments and
13 to repurchase the residence in foreclosure if the home
14 owner's payments for primary housing expenses and regular
15 principal and interest payments on other personal debt do
16 not exceed 60% of the home owner's monthly gross income;
17 and

18 (5) the price the home owner must pay to exercise the
19 option to repurchase the residence in foreclosure is not
20 unconscionable.

21 (b) Without limitation on available claims under Section 90
22 of this Act, a repurchase price exceeding 25% of the price at
23 which the equity purchaser acquired the residence in
24 foreclosure creates a rebuttable presumption that the
25 reconveyance contract is unconscionable. The acquisition price
26 paid by the equity purchaser may include any actual costs

1 incurred by the equity purchaser in acquiring the residence in
2 foreclosure.

3 Section 75. Waiver of rights in contracts between equity
4 purchasers and home owners. A provision in a contract between
5 an equity purchaser and home owner is void against public
6 policy if it attempts or purports to:

7 (a) waive any of the rights specified in Sections 50
8 through 95 of this Act or the right to a jury trial;

9 (b) consent to jurisdiction for litigation or choice of
10 law in a state other than this State;

11 (c) consent to venue in a county other than the county
12 in which the property is located; or

13 (d) impose any costs or fees greater than the actual
14 costs and fees.

15 Section 80. Prohibited conduct of equity purchasers.

16 (a) The contract provisions required by Sections 50 through
17 14 of this Act shall be provided and completed in conformity
18 with such Sections by the equity purchaser.

19 (b) Until the time within which the home owner may cancel
20 the transaction has fully elapsed, the equity purchaser shall
21 not do any of the following:

22 (1) accept from a home owner an execution of, or induce
23 a home owner to execute, an instrument of conveyance of any
24 interest in the residence in foreclosure;

1 (2) record with the county recorder any document,
2 including, but not limited to, the contract or any lease,
3 lien, or instrument of conveyance, that has be signed by
4 the home owner;

5 (3) transfer or encumber or purport to transfer or
6 encumber an interest in the residence in foreclosure to a
7 third party; or

8 (4) pay the home owner any consideration.

9 (b) Within 10 days following receipt of a notice of
10 cancellation given in accordance with Section 60 and 65 of this
11 Act, the equity purchaser shall return without condition the
12 original contract and any other documents signed by the home
13 owner.

14 (c) An equity purchaser shall make no untrue or misleading
15 statements of material fact regarding the value of the
16 residence in foreclosure, the amount of proceeds the home owner
17 will receive after a foreclosure sale, any contract term, the
18 home owner's rights or obligations incident to or arising out
19 of the sale transaction, the nature of any document that the
20 equity purchaser induces the home owner to sigh, or any other
21 untrue or misleading statement concerning the sale of the
22 residence in foreclosure to the equity purchaser.

23 Section 85. Penalties. A person who violates Section 80 of
24 this Act is guilty of a Class A misdemeanor and, in addition to
25 any term of imprisonment that may be imposed by the court, may

1 be fined up to \$25,000.

2 Section 90. Unconscionable behavior; equity purchasers.

3 (a) An equity purchaser or associate may not facilitate or
4 engage in any transaction that is unconscionable given the
5 terms and circumstances of the transaction.

6 (b) If a court, as a matter of law, finds an equity
7 purchaser contract or any clause of such contract to have be
8 unconscionable at the time it was made, the court may refuse to
9 enforce the contract, enforce the remainder of the contract
10 without the unconscionable clause, or so limit the application
11 of any unconscionable clause as to avoid an unconscionable
12 result.

13 When it is claimed or appears to the court that the
14 contract or any clause thereof may be unconscionable, the
15 parties shall be afforded a reasonable opportunity to present
16 evidence as to its commercial setting, purpose, and effect to
17 aid the court in making the determination.

18 (c) In order to support a finding of unconscionability,
19 there must be evidence of some bad faith overreaching on the
20 part of the equity purchaser or associate, such as that which
21 results from an unreasonable inequality of bargaining power or
22 under other circumstances in which there is an absence of
23 meaningful choices for one of the parties, together with
24 contract terms that are, under standard industry practices,
25 unreasonably favorable to the equity purchaser or associate.

1 Section 95. Language of equity purchase contracts. Any
2 contract, rental agreement, lease, option, or right to
3 repurchase, and any notice, conveyance, lien, encumbrance,
4 consent, or other document or instrument signed by a home
5 owner, shall be written in English and shall be accompanied by
6 a written translation from English into any other language
7 principally spoken by the home owner, certified by the person
8 making the translation as a true and correct translation of the
9 English version. The translated version shall be presumed to
10 have equal status and credibility as the English version.

11 Section 100. Unfair trade practices. A person engages in an
12 unfair trade practice when, in the course of the person's
13 business, vocation, or occupation, the person violates any
14 provision of this Act.

15 Section 900. The Consumer Fraud and Deceptive Business
16 Practices Act is amended by changing Section 2Z as follows:

17 (815 ILCS 505/2Z) (from Ch. 121 1/2, par. 262Z)

18 (Text of Section before amendment by P.A. 95-562)

19 Sec. 2Z. Violations of other Acts. Any person who knowingly
20 violates the Automotive Repair Act, the Automotive Collision
21 Repair Act, the Home Repair and Remodeling Act, the Dance
22 Studio Act, the Physical Fitness Services Act, the Hearing

1 Instrument Consumer Protection Act, the Illinois Union Label
2 Act, the Job Referral and Job Listing Services Consumer
3 Protection Act, the Travel Promotion Consumer Protection Act,
4 the Credit Services Organizations Act, the Automatic Telephone
5 Dialers Act, the Pay-Per-Call Services Consumer Protection
6 Act, the Telephone Solicitations Act, the Illinois Funeral or
7 Burial Funds Act, the Cemetery Care Act, the Safe and Hygienic
8 Bed Act, the Pre-Need Cemetery Sales Act, the High Risk Home
9 Loan Act, the Payday Loan Reform Act, the Mortgage Rescue Fraud
10 Act, subsection (a) or (b) of Section 3-10 of the Cigarette Tax
11 Act, the Payday Loan Reform Act, subsection (a) or (b) of
12 Section 3-10 of the Cigarette Use Tax Act, the Electronic Mail
13 Act, the Internet Caller Identification Act, paragraph (6) of
14 subsection (k) of Section 6-305 of the Illinois Vehicle Code,
15 Article 3 of the Residential Real Property Disclosure Act, the
16 Foreclosure Protection Act, the Automatic Contract Renewal
17 Act, or the Personal Information Protection Act commits an
18 unlawful practice within the meaning of this Act.

19 (Source: P.A. 94-13, eff. 12-6-05; 94-36, eff. 1-1-06; 94-280,
20 eff. 1-1-06; 94-292, eff. 1-1-06; 94-822, eff. 1-1-07; 95-413,
21 eff. 1-1-08.)

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24 violates the Automotive Repair Act, the Automotive Collision
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1 Studio Act, the Physical Fitness Services Act, the Hearing
2 Instrument Consumer Protection Act, the Illinois Union Label
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4 Protection Act, the Travel Promotion Consumer Protection Act,
5 the Credit Services Organizations Act, the Automatic Telephone
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7 Act, the Telephone Solicitations Act, the Illinois Funeral or
8 Burial Funds Act, the Cemetery Care Act, the Safe and Hygienic
9 Bed Act, the Pre-Need Cemetery Sales Act, the High Risk Home
10 Loan Act, the Payday Loan Reform Act, the Mortgage Rescue Fraud
11 Act, subsection (a) or (b) of Section 3-10 of the Cigarette Tax
12 Act, the Payday Loan Reform Act, subsection (a) or (b) of
13 Section 3-10 of the Cigarette Use Tax Act, the Electronic Mail
14 Act, the Internet Caller Identification Act, paragraph (6) of
15 subsection (k) of Section 6-305 of the Illinois Vehicle Code,
16 Section 18d-115, 18d-120, 18d-125, 18d-135, or 18d-150 of the
17 Illinois Vehicle Code, Article 3 of the Residential Real
18 Property Disclosure Act, the Foreclosure Protection Act, the
19 Automatic Contract Renewal Act, or the Personal Information
20 Protection Act commits an unlawful practice within the meaning
21 of this Act.

22 (Source: P.A. 94-13, eff. 12-6-05; 94-36, eff. 1-1-06; 94-280,
23 eff. 1-1-06; 94-292, eff. 1-1-06; 94-822, eff. 1-1-07; 95-413,
24 eff. 1-1-08; 95-562, eff. 7-1-08; revised 10-17-07.)

25 Section 995. No acceleration or delay. Where this Act makes

1 changes in a statute that is represented in this Act by text
2 that is not yet or no longer in effect (for example, a Section
3 represented by multiple versions), the use of that text does
4 not accelerate or delay the taking effect of (i) the changes
5 made by this Act or (ii) provisions derived from any other
6 Public Act.