

1 AN ACT in relation to business transactions.

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

4 Section 5. The Consumer Fraud and Deceptive Business
5 Practices Act is amended by changing Section 2N as follows:

6 (815 ILCS 505/2N) (from Ch. 121 1/2, par. 262N)

7 Sec. 2N. Non-English language transaction.

8 (a) If (i) a person conducts, in a language other than
9 English, a retail transaction or negotiations related to a
10 retail transaction resulting in a written contract and (ii)
11 the consumer used an interpreter other than the retailer or
12 an employee of the retailer in conducting the transaction or
13 negotiations, the retailer must have the consumer and the
14 interpreter sign the following forms:

15 I, (name of consumer), used (name of interpreter) to
16 act as my interpreter during this retail transaction or
17 these negotiations. The obligations of the contract or
18 other written agreement were explained to me in my native
19 language by the interpreter. I understand the contract
20 or other written agreement.

21 (signature of consumer)

22 (relationship of interpreter to consumer)

23 I, (name of interpreter), acted as interpreter
24 during this retail transaction or these negotiations.
25 The obligations of the contract or other written
26 agreement were explained to (name of consumer) in the
27 consumer's native language. I understand the contract or
28 other written agreement.

29 (signature of interpreter)

30 (relationship of interpreter to consumer)

31 (b) If (i) a person conducts, in a language other than

1 English, a retail transaction or negotiations related to a
 2 retail transaction resulting in a written contract and (ii)
 3 the retailer or an employee of the retailer acted as the
 4 consumer's interpreter in conducting the transaction or
 5 negotiations, the retailer must have the consumer sign the
 6 following form in the consumer's native language (except as
 7 provided in subsection (c)):

8 This retail transaction or these negotiations were
 9 conducted in (language), which is my native language. I
 10 voluntarily choose to have the retailer act as my
 11 interpreter during the negotiations. The obligations of
 12 the contract or other written agreement were explained to
 13 me in my native language. I understand the contract or
 14 other written agreement.

15 (signature of consumer) (signature of retailer)

16 (c) If a language that cannot be written is used in the
 17 retail transaction or in negotiations related to a retail
 18 transaction, then the form set forth in subsection (b) shall
 19 be in the English language.

20 (d) If a person used forms substantially similar to the
 21 forms prescribed in subsections (a) and (b) in the regular
 22 course of business before January 1, 2002, the person may
 23 continue to use those forms instead of the forms prescribed
 24 in subsections (a) and (b). It-is-an-unlawful-practice-for
 25 any-person-who-conducts-a-retail-transaaction-or-negotiations
 26 related-to-a-retail-transaaction--in--a--language--other--than
 27 English--to-fail-to-give-each-consumer-prior-to-entering-into
 28 any-contract-or-any-other-written-agreement-with--respect--to
 29 said-transaaction, an-unexecuted-copy-of-the-contract-or-other
 30 written-agreement-in-such-language.

31 (e) The terms of this Section do not apply to
 32 transactions made pursuant to a credit card issued to the
 33 buyer, whether such card is issued by the seller or by a
 34 third party.

1 (Source: P.A. 79-926.)

2 Section 99. Effective date. This Act takes effect upon

3 becoming law.