

SB3186



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB3186

Introduced 2/2/2026, by Sen. Omar Aquino

SYNOPSIS AS INTRODUCED:

815 ILCS 505/2N

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

Amends the Consumer Fraud and Deceptive Business Practices Act. Removes the requirement for an interpreter who assists a consumer in conducting a transaction or negotiation to sign a required form. Removes the requirement that a separate form be used if the consumer selects the retailer or an employee of the retailer as the consumer's interpreter. Makes conforming changes.

LRB104 17895 SPS 31331 b

A BILL FOR

1 AN ACT concerning business.

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 selects ~~used~~ an interpreter other than the
12 retailer or an employee of the retailer in conducting the
13 transaction or negotiations or selects the retailer or an
14 employee of the retailer as the consumer's interpreter in
15 conducting the transaction or negotiations, the retailer must
16 have the consumer ~~and the interpreter~~ sign the following form
17 forms:

18 I, (name of consumer), select ~~used~~ (name of
19 interpreter) to act as my interpreter during this retail
20 transaction or these negotiations. I understand I may
21 voluntarily choose to use the retailer or employee of the
22 retailer as my interpreter for conducting the transaction
23 or negotiations or may select a third-party interpreter.

1 The obligations of the contract or other written agreement
2 will be ~~were~~ explained to me in my native language by the
3 interpreter to facilitate understanding of ~~. I understand~~
4 the contract or other written agreement.

5 (signature of consumer)

6 (relationship of interpreter to consumer)

7 ~~I, (name of interpreter), acted as interpreter during~~
8 ~~this retail transaction or these negotiations. The~~
9 ~~obligations of the contract or other written agreement~~
10 ~~were explained to (name of consumer) in the consumer's~~
11 ~~native language. I understand the contract or other~~
12 ~~written agreement.~~

13 ~~(signature of interpreter)~~

14 ~~(relationship of interpreter to consumer)~~

15 (b) (Blank). ~~If (i) a person conducts, in a language other~~
16 ~~than English, a retail transaction or negotiations related to~~
17 ~~a retail transaction resulting in a written contract and (ii)~~
18 ~~the retailer or an employee of the retailer acted as the~~
19 ~~consumer's interpreter in conducting the transaction or~~
20 ~~negotiations, the retailer must have the consumer sign the~~
21 ~~following form in the consumer's native language (except as~~
22 ~~provided in subsection (c)):~~

23 ~~This retail transaction or these negotiations were~~
24 ~~conducted in (language), which is my native language. I~~
25 ~~voluntarily choose to have the retailer act as my~~
26 ~~interpreter during the negotiations. The obligations of~~

1 ~~the contract or other written agreement were explained to~~
2 ~~me in my native language. I understand the contract or~~
3 ~~other written agreement.~~

4 ~~(signature of consumer) _____ (signature of retailer)~~

5 (c) If a language that cannot be written is used in the
6 retail transaction or in negotiations related to a retail
7 transaction, then the form set forth in subsection (a) ~~(b)~~
8 shall be in the English language.

9 (d) If a person used forms substantially similar to the
10 forms prescribed in subsection (a) ~~subsections (a) and (b)~~ in
11 the regular course of business before January 1, 2002, the
12 person may continue to use those forms instead of the forms
13 prescribed in subsection (a) ~~subsections (a) and (b)~~.

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

17 (Source: P.A. 92-478, eff. 8-23-01.)