



Rep. Naomi D. Jakobsson

Filed: 5/10/2007

09500HB2564ham001

LRB095 00857 RLC 35709 a

1 AMENDMENT TO HOUSE BILL 2564

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 2564 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Consumer Fraud and Deceptive Business  
5 Practices Act is amended by adding Section 2ZZ as follows:

6 (815 ILCS 505/2ZZ new)

7 Sec. 2ZZ. Liability of customer of a wireless telephone  
8 service provider.

9 (a) Limits on liability.

10 (1) A customer of a wireless telephone service provider  
11 shall be liable for the unauthorized use of a wireless  
12 telephone only if:

13 (A) the customer has a contract for wireless  
14 telephone service with a wireless telephone service  
15 provider;

16 (B) the liability is not in excess of \$50;

1           (C) the wireless telephone service provider gives  
2           adequate notice to the customer of the potential  
3           liability;

4           (D) the wireless telephone service provider has  
5           provided the customer with a description of a means by  
6           which the wireless telephone service provider may be  
7           notified of loss or theft of the wireless telephone,  
8           which description may be provided on the face or  
9           reverse side of the customer billing statement or on a  
10           separate notice accompanying such statement;

11           (E) the unauthorized use occurs before the  
12           wireless telephone service provider has been notified  
13           that an unauthorized use of the wireless telephone has  
14           occurred or may occur as the result of loss, theft, or  
15           otherwise; and

16           (F) the wireless telephone service provider has  
17           provided a method whereby the user of such wireless  
18           telephone can be identified as the person authorized to  
19           use it.

20           (2) For purposes of this Section, a wireless telephone  
21           service provider has been notified when such steps as may  
22           be reasonably required in the ordinary course of business  
23           to provide the wireless telephone service provider with the  
24           pertinent information have been taken, whether or not any  
25           particular officer, employee, or agent of the wireless  
26           telephone service provider does in fact receive such

1       information.

2       (b) Burden of proof.

3       In any action by a wireless telephone service provider to  
4 enforce liability for the use of a wireless telephone, the  
5 burden of proof is upon the wireless telephone service provider  
6 to show that the use was authorized or, if the use was  
7 unauthorized, then the burden of proof is upon the wireless  
8 telephone service provider to show that the conditions of  
9 liability for the unauthorized use of a wireless telephone, as  
10 set forth in subsection (a) of this Section, have been met.

11       (c) Liability imposed by other laws or by agreement with  
12 wireless telephone service provider.

13       Nothing in this Section imposes liability upon a customer  
14 for the unauthorized use of a wireless telephone in excess of  
15 his or her liability for such use under other applicable law or  
16 under any agreement with the wireless telephone service  
17 provider.

18       (d) Exclusiveness of liability.

19       Except as provided in this Section, a customer incurs no  
20 liability from the unauthorized use of a wireless telephone.

21       (e) Violation.

22       A violation of this Section is an unlawful practice within  
23 the meaning of this Act.

24       (f) Applicability.

25       This Section applies only to contracts entered into or  
26 renewed on or after the effective date of this amendatory Act

1 of the 95th General Assembly.

2 (g) Definitions.

3 For purposes of this Section:

4 "Customer" means a person who has a contract for  
5 wireless telephone service with a wireless telephone  
6 service provider.

7 "Wireless telephone" means a telephone that operates  
8 without a physical wireline connection to the provider's  
9 equipment. The term includes, but is not limited to,  
10 cellular and mobile telephones.

11 "Wireless telephone service provider" includes a  
12 wireless telephone service provider and its dealers,  
13 distributors, and agents."