



Reprinted
April 19, 2011

ENGROSSED
SENATE BILL No. 300

DIGEST OF SB 300 (Updated April 18, 2011 3:58 pm - DI 101)

Citations Affected: IC 7.1-3; IC 24-4.4; IC 24-4.5; IC 24-5; IC 26-1; IC 26-2.

Synopsis: Trade regulation matters. Provides that the holder of a club permit for alcoholic beverages may designate as "guest day" or "guest days" three or fewer days in a month or nine or less consecutive days in a quarter. (Current law allows a holder of a club permit to designate one day each month as a "guest day".) Requires a person who: (1) provides services or the service, maintenance, lease, sale, or repair of
(Continued next page)

Effective: July 1, 2011.

Taylor, Young R Michael

(HOUSE SPONSORS — EBERHART, PRYOR)

January 6, 2011, read first time and referred to Committee on Commerce & Economic Development.

February 15, 2011, amended, reported favorably — Do Pass.

February 21, 2011, read second time, amended, ordered engrossed.

February 22, 2011, engrossed. Read third time, passed. Yeas 49, nays 0.

HOUSE ACTION

March 28, 2011, read first time and referred to Committee on Commerce, Small Business and Economic Development.

April 15, 2011, amended, reported — Do Pass.

April 18, 2011, read second time, amended, ordered engrossed.

C
O
P
Y



Digest Continued

real or personal property to a consumer; and (2) includes an automatic renewal clause in the person's contracts; to clearly and conspicuously in the contract and contract offer, disclose the automatic renewal clause and what actions the consumer must take to cancel the contract at the expiration of the contract term. Excludes certain transactions, policies, contracts, and agreements. Makes it a rebuttable presumption that a person complied with the requirements if the person meets certain criteria regarding the person's routine business practices. Provides that if a person: (1) enters into a with a consumer a contract that automatically renews; and (2) fails to comply with the requirements; the contract reverts to a 30 day renewal contract with the same terms. Provides that if a contract that is the subject of a lawsuit in which actual damages of less than \$50,000 are sought purports to choose laws of a jurisdiction other than Indiana to govern the contract, the choice is not enforceable. Provides that a payoff statement provided by a creditor or mortgage servicer in: (1) a first lien mortgage transaction; or (2) a consumer credit sale or consumer loan; must include in the itemization of the payoff amount the unpaid principal balance and each other fee, sum, or other charge included in the payoff amount.

**C
o
p
y**



First Regular Session 117th General Assembly (2011)

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 2010 Regular Session of the General Assembly.

ENGROSSED SENATE BILL No. 300

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 7.1-3-20-8.6 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 8.6. (a) The holder of
3 a club permit may do the following:

4 (1) Designate ~~one (1) day~~ as "guest day" or "guest days":

5 (A) **three (3) or fewer days** in each a month; as "guest day"

6 or

7 (B) **nine (9) or fewer consecutive days in a quarter.**

8 (2) Keep a record of all designated guest days.

9 (3) Invite guests who are not members of the club to attend the
10 club on a guest day.

11 (4) Sell or give alcoholic beverages to guests for consumption on
12 the permit premises on a guest day.

13 (5) Keep a guest book listing members and their nonmember
14 guests, except on a designated guest day.

15 (b) This subsection applies to a club that furnishes alcoholic
16 beverages on not more than two (2) days in each week.
17 Notwithstanding subsection (a)(1), the holder of a club permit to which

ES 300—LS 7210/DI 110+



C
O
P
Y

1 this subsection applies may designate twenty-four (24) guest days in
2 each calendar year. ~~rather than one (1) guest day in each month.~~

3 SECTION 2. IC 24-4.4-2-201, AS AMENDED BY HEA
4 1528-2011, SECTION 5, IS AMENDED TO READ AS FOLLOWS
5 [EFFECTIVE JULY 1, 2011]: Sec. 201. (1) A creditor or mortgage
6 servicer shall provide, in writing, an accurate payoff amount for a first
7 lien mortgage transaction to the debtor not later than seven (7) business
8 days (excluding legal public holidays, Saturdays, and Sundays) after
9 the creditor or mortgage servicer receives the debtor's written request
10 for the accurate payoff amount. A payoff statement provided by a
11 creditor or mortgage servicer under this subsection must include the
12 date the statement was prepared and the payoff amount as of that date,
13 including an itemization of **the payoff amount, including the unpaid**
14 **principal balance and each other** fee, charge, or other sum included
15 within the payoff amount. A creditor or mortgage servicer who fails to
16 provide an accurate payoff amount is liable for:

17 (a) one hundred dollars (\$100) if an accurate payoff amount is not
18 provided by the creditor or mortgage servicer not later than seven
19 (7) business days (excluding legal public holidays, Saturdays, and
20 Sundays) after the creditor or mortgage servicer receives the
21 debtor's first written request; and

22 (b) the greater of:
23 (i) one hundred dollars (\$100); or
24 (ii) the loan finance charge that accrues on the first lien
25 mortgage transaction from the date the creditor or mortgage
26 servicer receives the first written request until the date on
27 which the accurate payoff amount is provided;

28 if an accurate payoff amount is not provided by the creditor or
29 mortgage servicer not later than seven (7) business days
30 (excluding legal public holidays, Saturdays, and Sundays) after
31 the creditor or mortgage servicer receives the debtor's second
32 written request, and the creditor or mortgage servicer fails to
33 comply with subdivision (a).

34 (2) This subsection applies to a first lien mortgage transaction, or
35 the refinancing or consolidation of a first lien mortgage transaction,
36 that:

37 (a) is closed after June 30, 2009; and
38 (b) has an interest rate that is subject to change at one (1) or more
39 times during the term of the first lien mortgage transaction.

40 A creditor in a transaction to which this subsection applies may not
41 contract for and may not charge the debtor a prepayment fee or penalty.

42 (3) This subsection applies to a first lien mortgage transaction with

C
o
p
y



1 respect to which any installment or minimum payment due is
 2 delinquent for at least sixty (60) days. The creditor, servicer, or the
 3 creditor's agent shall acknowledge a written offer made in connection
 4 with a proposed short sale not later than five (5) business days
 5 (excluding legal public holidays, Saturdays, and Sundays) after the date
 6 of the offer if the offer complies with the requirements for a qualified
 7 written request set forth in 12 U.S.C. 2605(e)(1)(B). The creditor,
 8 servicer, or creditor's agent is required to acknowledge a written offer
 9 made in connection with a proposed short sale from a third party acting
 10 on behalf of the debtor only if the debtor has provided written
 11 authorization for the creditor, servicer, or creditor's agent to do so. Not
 12 later than thirty (30) business days (excluding legal public holidays,
 13 Saturdays, and Sundays) after receipt of an offer under this subsection,
 14 the creditor, servicer, or creditor's agent shall respond to the offer with
 15 an acceptance or a rejection of the offer. The thirty (30) day period
 16 described in this subsection may be extended for not more than fifteen
 17 (15) business days (excluding legal public holidays, Saturdays, and
 18 Sundays) if, before the end of the thirty (30) day period, the creditor,
 19 the servicer, or the creditor's agent notifies the debtor of the extension
 20 and the reason the extension is needed. Payment accepted by a creditor,
 21 servicer, or creditor's agent in connection with a short sale constitutes
 22 payment in full satisfaction of the first lien mortgage transaction unless
 23 the creditor, servicer, or creditor's agent obtains:

- 24 (a) the following statement: "The debtor remains liable for any
- 25 amount still owed under the first lien mortgage transaction."; or
- 26 (b) a statement substantially similar to the statement set forth in
- 27 subdivision (a);

28 acknowledged by the initials or signature of the debtor, on or before the
 29 date on which the short sale payment is accepted. As used in this
 30 subsection, "short sale" means a transaction in which the property that
 31 is the subject of a first lien mortgage transaction is sold for an amount
 32 that is less than the amount of the debtor's outstanding obligation under
 33 the first lien mortgage transaction. A creditor or mortgage servicer that
 34 fails to respond to an offer within the time prescribed by this subsection
 35 is liable in accordance with 12 U.S.C. 2605(f) in any action brought
 36 under that section.

37 SECTION 3. IC 24-4.5-2-209, AS AMENDED BY HEA
 38 1528-2011, SECTION 15, IS AMENDED TO READ AS FOLLOWS
 39 [EFFECTIVE JULY 1, 2011]: Sec. 209. (1) Subject to the provisions
 40 on rebate upon prepayment (section 210 of this chapter), the buyer may
 41 prepay in full the unpaid balance of a consumer credit sale, refinancing,
 42 or consolidation at any time without penalty.

COPY



1 (2) At the time of prepayment of a credit sale not subject to the
2 provisions of rebate upon prepayment (section 210 of this chapter), the
3 total credit service charge, including the prepaid credit service charge,
4 may not exceed the maximum charge allowed under this chapter for the
5 period the credit sale was in effect.

6 (3) The creditor or mortgage servicer shall provide, in writing, an
7 accurate payoff amount for the consumer credit sale to the debtor
8 within seven (7) business days (excluding legal public holidays,
9 Saturdays, and Sundays) after the creditor or mortgage servicer
10 receives the debtor's written request for the accurate consumer credit
11 sale payoff amount. A payoff statement provided by a creditor or
12 mortgage servicer under this subsection must include the date the
13 statement was prepared and the payoff amount as of that date,
14 including an itemization of **the payoff amount, including the unpaid
15 principal balance and each other** fee, charge, or other sum included
16 within the payoff amount. A creditor or mortgage servicer who fails to
17 provide the accurate consumer credit sale payoff amount is liable for:

18 (A) one hundred dollars (\$100) if an accurate consumer credit
19 sale payoff amount is not provided by the creditor or mortgage
20 servicer within seven (7) business days (excluding legal public
21 holidays, Saturdays, and Sundays) after the creditor or mortgage
22 servicer receives the debtor's first written request; and

23 (B) the greater of:
24 (i) one hundred dollars (\$100); or
25 (ii) the credit service charge that accrues on the sale from the
26 date the creditor or mortgage servicer receives the first written
27 request until the date on which the accurate consumer credit
28 sale payoff amount is provided;
29 if an accurate consumer credit sale payoff amount is not
30 provided by the creditor or mortgage servicer within seven (7)
31 business days (excluding legal public holidays, Saturdays, and
32 Sundays) after the creditor or mortgage servicer receives the
33 debtor's second written request, and the creditor or mortgage
34 servicer failed to comply with clause (A).

35 A liability under this subsection is an excess charge under
36 IC 24-4.5-5-202.

37 (4) As used in this subsection, "mortgage transaction" does not
38 include a land contract and means a consumer credit sale in which a
39 mortgage (or another equivalent consensual security interest) that
40 constitutes a lien is created or retained against land upon which there
41 is constructed or intended to be constructed a dwelling that is or will be
42 used by the debtor primarily for personal, family, or household

C
o
p
y



1 purposes. This subsection applies to a mortgage transaction with
 2 respect to which any installment or minimum payment due is
 3 delinquent for at least sixty (60) days. The creditor, servicer, or the
 4 creditor's agent shall acknowledge a written offer made in connection
 5 with a proposed short sale not later than five (5) business days
 6 (excluding legal public holidays, Saturdays, and Sundays) after the date
 7 of the offer if the offer complies with the requirements for a qualified
 8 written request set forth in 12 U.S.C. 2605(e)(1)(B). The creditor,
 9 servicer, or creditor's agent is required to acknowledge a written offer
 10 made in connection with a proposed short sale from a third party acting
 11 on behalf of the debtor only if the debtor has provided written
 12 authorization for the creditor, servicer, or creditor's agent to do so. Not
 13 later than thirty (30) business days (excluding legal public holidays,
 14 Saturdays, and Sundays) after receipt of an offer under this subsection,
 15 the creditor, servicer, or creditor's agent shall respond to the offer with
 16 an acceptance or a rejection of the offer. The thirty (30) day period
 17 described in this subsection may be extended for not more than fifteen
 18 (15) business days (excluding legal public holidays, Saturdays, and
 19 Sundays) if, before the end of the thirty (30) day period, the creditor,
 20 the servicer, or the creditor's agent notifies the debtor of the extension
 21 and the reason the extension is needed. Payment accepted by a creditor,
 22 servicer, or creditor's agent in connection with a short sale constitutes
 23 payment in full satisfaction of the mortgage transaction unless the
 24 creditor, servicer, or creditor's agent obtains:

- 25 (a) the following statement: "The debtor remains liable for any
- 26 amount still owed under the mortgage transaction."; or
- 27 (b) a statement substantially similar to the statement set forth in
- 28 subdivision (a);

29 acknowledged by the initials or signature of the debtor, on or before the
 30 date on which the short sale payment is accepted. As used in this
 31 subsection, "short sale" means a transaction in which the property that
 32 is the subject of a mortgage transaction is sold for an amount that is
 33 less than the amount of the debtor's outstanding obligation under the
 34 mortgage transaction. A creditor or mortgage servicer that fails to
 35 respond to an offer within the time prescribed by this subsection is
 36 liable in accordance with 12 U.S.C. 2605(f) in any action brought
 37 under that section.

38 SECTION 4. IC 24-4.5-3-209, AS AMENDED BY HEA
 39 1528-2011, SECTION 16, IS AMENDED TO READ AS FOLLOWS
 40 [EFFECTIVE JULY 1, 2011]: Sec. 209. Right to Prepay - (1) Subject
 41 to the provisions on rebate upon prepayment (section 210 of this
 42 chapter), the debtor may prepay in full the unpaid balance of a

COPY



1 consumer loan, refinancing, or consolidation at any time without
 2 penalty. With respect to a consumer loan that is primarily secured by
 3 an interest in land, a lender may contract for a penalty for prepayment
 4 of the loan in full, not to exceed two percent (2%) of any amount
 5 prepaid within sixty (60) days of the date of the prepayment in full,
 6 after deducting all refunds and rebates as of the date of the prepayment.

7 However, the penalty may not be imposed:

8 (a) if the loan is refinanced or consolidated with the same
 9 creditor;

10 (b) for prepayment by proceeds of any insurance or acceleration
 11 after default; or

12 (c) after three (3) years from the contract date.

13 (2) At the time of prepayment of a consumer loan not subject to the
 14 provisions of rebate upon prepayment (section 210 of this chapter), the
 15 total finance charge, including the prepaid finance charge but
 16 excluding the loan origination fee allowed under section 201 of this
 17 chapter, may not exceed the maximum charge allowed under this
 18 chapter for the period the loan was in effect. For the purposes of
 19 determining compliance with this subsection, the total finance charge
 20 does not include the following:

21 (a) The loan origination fee allowed under section 201 of this
 22 chapter.

23 (b) The debtor paid mortgage broker fee, if any, paid to a person
 24 who does not control, is not controlled by, or is not under
 25 common control with, the creditor holding the loan at the time a
 26 consumer loan is prepaid.

27 (3) The creditor or mortgage servicer shall provide, in writing, an
 28 accurate payoff amount for the consumer loan to the debtor within
 29 seven (7) business days (excluding legal public holidays, Saturdays,
 30 and Sundays) after the creditor or mortgage servicer receives the
 31 debtor's written request for the accurate consumer loan payoff amount.
 32 A payoff statement provided by a creditor or mortgage servicer under
 33 this subsection must include the date the statement was prepared and
 34 the payoff amount as of that date, including an itemization of **the**
 35 **payoff amount, including the unpaid principal balance and each**
 36 **other** fee, charge, or other sum included within the payoff amount. A
 37 creditor or mortgage servicer who fails to provide the accurate
 38 consumer loan payoff amount is liable for:

39 (a) one hundred dollars (\$100) if an accurate consumer loan
 40 payoff amount is not provided by the creditor or mortgage
 41 servicer within seven (7) business days (excluding legal public
 42 holidays, Saturdays, and Sundays) after the creditor or mortgage

C
O
P
Y



1 servicer receives the debtor's first written request; and

2 (b) the greater of:

3 (i) one hundred dollars (\$100); or

4 (ii) the loan finance charge that accrues on the loan from the
5 date the creditor or mortgage servicer receives the first written
6 request until the date on which the accurate consumer loan
7 payoff amount is provided;

8 if an accurate consumer loan payoff amount is not provided by the
9 creditor or mortgage servicer within seven (7) business days
10 (excluding legal public holidays, Saturdays, and Sundays) after
11 the creditor or mortgage servicer receives the debtor's second
12 written request, and the creditor or mortgage servicer failed to
13 comply with subdivision (a).

14 A liability under this subsection is an excess charge under
15 IC 24-4.5-5-202.

16 (4) As used in this subsection, "mortgage transaction" means a
17 consumer credit loan in which a mortgage (or another equivalent
18 consensual security interest) that constitutes a lien is created or
19 retained against land upon which there is constructed or intended to be
20 constructed a dwelling that is or will be used by the debtor primarily
21 for personal, family, or household purposes. This subsection applies to
22 a mortgage transaction with respect to which any installment or
23 minimum payment due is delinquent for at least sixty (60) days. The
24 creditor, servicer, or the creditor's agent shall acknowledge a written
25 offer made in connection with a proposed short sale not later than five
26 (5) business days (excluding legal public holidays, Saturdays, and
27 Sundays) after the date of the offer if the offer complies with the
28 requirements for a qualified written request set forth in 12 U.S.C.
29 2605(e)(1)(B). The creditor, servicer, or creditor's agent is required to
30 acknowledge a written offer made in connection with a proposed short
31 sale from a third party acting on behalf of the debtor only if the debtor
32 has provided written authorization for the creditor, servicer, or
33 creditor's agent to do so. Not later than thirty (30) business days
34 (excluding legal public holidays, Saturdays, and Sundays) after receipt
35 of an offer under this subsection, the creditor, servicer, or creditor's
36 agent shall respond to the offer with an acceptance or a rejection of the
37 offer. The thirty (30) day period described in this subsection may be
38 extended for not more than fifteen (15) business days (excluding legal
39 public holidays, Saturdays, and Sundays) if, before the end of the thirty
40 (30) day period, the creditor, the servicer, or the creditor's agent
41 notifies the debtor of the extension and the reason the extension is
42 needed. Payment accepted by a creditor, servicer, or creditor's agent in

C
O
P
Y



1 connection with a short sale constitutes payment in full satisfaction of
2 the mortgage transaction unless the creditor, servicer, or creditor's
3 agent obtains:

4 (a) the following statement: "The debtor remains liable for any
5 amount still owed under the mortgage transaction."; or

6 (b) a statement substantially similar to the statement set forth in
7 subdivision (a);

8 acknowledged by the initials or signature of the debtor, on or before the
9 date on which the short sale payment is accepted. As used in this
10 subsection, "short sale" means a transaction in which the property that
11 is the subject of a mortgage transaction is sold for an amount that is
12 less than the amount of the debtor's outstanding obligation under the
13 mortgage transaction. A creditor or mortgage servicer that fails to
14 respond to an offer within the time prescribed by this subsection is
15 liable in accordance with 12 U.S.C. 2605(f) in any action brought
16 under that section.

17 SECTION 5. IC 24-5-27 IS ADDED TO THE INDIANA CODE AS
18 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
19 1, 2011]:

20 **Chapter 27. Contracts With Automatic Renewal Clauses**

21 **Sec. 1. (a) This chapter applies only to contracts entered into**
22 **after June 30, 2011.**

23 **(b) This chapter does not apply to the following:**

24 **(1) A transaction between merchants (as defined in**
25 **IC 26-1-2-104).**

26 **(2) A policy or contract that is regulated under IC 27.**

27 **(3) A contract or agreement with a:**

28 **(A) financial institution (as defined in IC 28-1-1);**

29 **(B) depository financial institution (as defined in**
30 **IC 28-1-1-6);**

31 **(C) subsidiary or affiliate of an entity described in clause**
32 **(A) or (B); or**

33 **(D) foreign bank (as defined in IC 6-5.5-1-9) that maintains**
34 **a branch or office licensed under the laws of the United**
35 **States.**

36 **(4) A contract or agreement for a small loan that is regulated**
37 **under IC 24-4.5-7.**

38 **(5) A contract or agreement with a:**

39 **(A) communications service provider (as defined in**
40 **IC 8-1-2.6-13); or**

41 **(B) direct-to-home satellite service provider.**

42 **(6) A contract that, after the initial contract period has**

C
o
p
y



1 expired, allows for cancellation of the contract by the
2 consumer by written notice within:

- 3 (A) thirty (30) days; or
- 4 (B) one (1) month.

5 Sec. 2. As used in this chapter, "automatic renewal clause"
6 means a provision in a contract that provides that the contract
7 shall be renewed for a specified additional period or indefinitely
8 unless the consumer provides notice to the person furnishing the
9 services or the service, maintenance, lease, sale, or repair of real or
10 personal property that the consumer intends to terminate the
11 contract at the expiration of the contract term.

12 Sec. 3. As used in this chapter, "clear and conspicuous" means:
13 (1) in type larger than the surrounding text;
14 (2) in contrasting type, font, or color to the surrounding text
15 of the same size; or
16 (3) set off from the surrounding text of the same size by
17 symbols or other marks in a manner that clearly calls
18 attention to the language.

19 Sec. 4. As used in this chapter, "consumer" means an individual
20 who receives services or the service, maintenance, lease, sale, or
21 repair of real or personal property under a contract for personal,
22 family, or household purposes.

23 Sec. 5. (a) As used in this chapter, "contract" means an
24 agreement to provide:
25 (1) services;
26 (2) the service, maintenance, lease, sale, or repair of real or
27 personal property; or
28 (3) both services and the service, maintenance, lease, sale, or
29 repair of real or personal property.

30 (b) The term does not include a contract that does not specify an
31 expiration of the contract term.

32 Sec. 6. As used in this chapter, "person" means an individual, a
33 partnership, a limited liability company, a corporation, an
34 association, or any other legal entity.

35 Sec. 7. (a) A person who offers to enter into a contract with a
36 consumer that automatically renews unless the consumer cancels
37 the contract shall disclose the automatic renewal clause clearly and
38 conspicuously in the contract or contract offer.

39 (b) A person who offers to enter into a contract that
40 automatically renews unless the consumer cancels the contract
41 shall clearly and conspicuously disclose how to cancel the contract
42 in the initial contract, the contract offer, or with the delivery of the

C
O
P
Y



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

product or service.

Sec. 8. If a person fails to meet the requirements under section 7 of this chapter regarding a contract, there is a rebuttable presumption that a person complied with this chapter if the person's routine business practices include the following:

- (1) The person has established and implemented written procedures to comply with this chapter.**
- (2) The person enforces the procedures described under subdivision (1).**
- (3) The failure of the person to comply with this chapter was the result of an error.**
- (4) The person provided a full refund or credit for all amounts billed to or paid by the consumer from the following dates, whichever occurs first:**
 - (A) The date of the automatic renewal until the date of termination of the contract.**
 - (B) The date of the automatic renewal until the date of the next subsequent notice of renewal.**

Sec. 9. If a person:

- (1) enters into a contract with a consumer that automatically renews; and**
 - (2) fails to comply with this chapter;**
- the contract shall revert to a thirty (30) day renewal contract in accordance with the same terms.**

SECTION 6. IC 26-1-1-301, AS ADDED BY P.L.143-2007, SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 301. (1) Except as **provided in IC 26-2-11** or as otherwise provided in this section, if a transaction bears a reasonable relation to Indiana and also to another state or nation, the parties may agree that the law either of Indiana or of the other state or nation shall govern their rights and duties.

(2) In the absence of an agreement under subsection (1), and except as provided in subsection (3), IC 26-1 applies to transactions bearing an appropriate relation to Indiana.

(3) If any of the following provisions specifies the applicable law, that provision governs, and a contrary agreement is effective only to the extent permitted by the law so specified:

- (a) IC 26-1-2-402.
- (b) IC 26-1-2.1-105 and IC 26-1-2.1-106.
- (c) IC 26-1-4-102.
- (d) IC 26-1-4.1-507.
- (e) IC 26-1-5.1-116.

**C
o
p
y**



1 (f) IC 26-1-8.1-110.
 2 (g) IC 26-1-9.1-301 through IC 26-1-9.1-307.
 3 SECTION 7. IC 26-2-11 IS ADDED TO THE INDIANA CODE AS
 4 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
 5 1, 2011]:
 6 **Chapter 11. Choice of Laws Provisions**
 7 **Sec. 1. This chapter applies only to a contract:**
 8 (1) entered into, extended, or renewed after June 30, 2011;
 9 and
 10 (2) that is the subject of a lawsuit in which the complaint seeks
 11 actual damages that are less than fifty thousand dollars
 12 (\$50,000).
 13 **Sec. 2. Except as provided in section 3 of this chapter, if a**
 14 **contract described in section 1 of this chapter purports to choose**
 15 **the laws of a jurisdiction other than Indiana to govern the contract,**
 16 **the choice is not enforceable.**
 17 **Sec. 3. If any of the following provisions specifies the applicable**
 18 **law, the provision governs to the extent it conflicts with section 2**
 19 **of this chapter:**
 20 (1) IC 26-1-2-402.
 21 (2) IC 26-1-2.1-105 and IC 26-1-2.1-106.
 22 (3) IC 26-1-4-102.
 23 (4) IC 26-1-4.1-507.
 24 (5) IC 26-1-5.1-116.
 25 (6) IC 26-1-8.1-110.
 26 (7) IC 26-1-9.1-301 through IC 26-1-9.1-307.

C
o
p
y



COMMITTEE REPORT

Madam President: The Senate Committee on Commerce and Economic Development, to which was referred Senate Bill No. 300, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

Page 1, line 10, delete "or".

Page 1, between lines 10 and 11, begin a new line double block indented and insert:

"(B) depository financial institution (as defined in IC 28-1-1-6);

(C) subsidiary or affiliate of an entity described in clause (A) or (B); or".

Page 1, line 11, delete "(B)" and insert "(D)".

Page 2, between lines 5 and 6, begin a new paragraph and insert:

"Sec. 3. As used in this chapter, "clear and conspicuous" as applied to text in a document means text in a bold font at least two (2) font sizes larger than the predominate font of the document."

Page 2, line 6, delete "3" and insert "4".

Page 2, line 9, delete "4" and insert "5".

Page 2, line 17, delete "5" and insert "6".

Page 2, line 20, delete "6" and insert "7".

Page 2, line 25, delete "7" and insert "8".

Page 2, line 26, delete "6" and insert "7".

Page 2, line 41, delete "8" and insert "9".

and when so amended that said bill do pass.

(Reference is to SB 300 as introduced.)

YOUNG R MICHAEL, Chairperson

Committee Vote: Yeas 8, Nays 0.

SENATE MOTION

Madam President: I move that Senate Bill 300 be amended to read as follows:

Page 2, between lines 2 and 3, begin a new line double block indented and insert:

C
O
P
Y



"(5) a contract or agreement with a communications service provider (as defined in IC 8-1-2.6-13)."

(Reference is to SB 300 as printed February 16, 2011.)

TAYLOR

SENATE MOTION

Madam President: I move that Senate Bill 300 be amended to read as follows:

Page 2, delete lines 2 and 3, begin a new line double block indented and insert:

"(5) A contract or agreement that allows for cancellation by the consumer by written notice month to month after the initial contract period has expired."

(Reference is to SB 300 as printed February 16, 2011.)

TAYLOR

COMMITTEE REPORT

Mr. Speaker: Your Committee on Commerce, Small Business and Economic Development, to which was referred Senate Bill 300, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Page 1, between the enacting clause and line 1, begin a new paragraph and insert:

"SECTION 1. IC 7.1-3-20-8.6 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 8.6. (a) The holder of a club permit may do the following:

- (1) Designate ~~one (1) day~~ as **"guest day" or "guest days"**:
 - (A) **three (3) or fewer days** in each a month; as **"guest day"** or
 - (B) **nine (9) or fewer consecutive days in a quarter.**
- (2) Keep a record of all designated guest days.
- (3) Invite guests who are not members of the club to attend the club on a guest day.
- (4) Sell or give alcoholic beverages to guests for consumption on



C
O
P
Y

the permit premises on a guest day.

(5) Keep a guest book listing members and their nonmember guests, except on a designated guest day.

(b) This subsection applies to a club that furnishes alcoholic beverages on not more than two (2) days in each week. Notwithstanding subsection (a)(1), the holder of a club permit to which this subsection applies may designate twenty-four (24) guest days in each calendar year. ~~rather than one (1) guest day in each month.~~

Page 2, line 1, after "regulated" insert "**under IC 24-4.5-7.**".

Page 2, line 2, delete "a contract" and insert "**A contract**".

Page 2, line 2, delete "with a" and insert "**with a:**

(A)".

Page 2, line 3, delete "IC 8-1-2.6-13)." and insert "**IC 8-1-2.6-13);**
or

(B) direct-to-home satellite service provider.".

Page 2, line 7, before "means" begin a new paragraph and insert:
"**Sec. 2. As used in this section, "automatic renewal clause"**".

Page 2, line 16, delete "a person" and insert "**an individual**".

Page 2, line 18, delete "." and insert "**for personal, family, or household purposes.**".

Page 2, line 30, after "contract" insert "**with a consumer**".

Re-number all SECTIONS consecutively.

and when so amended that said bill do pass.

(Reference is to SB 300 as reprinted February 22, 2011.)

STEMLER, Chair

Committee Vote: yeas 7, nays 0.

C
O
P
Y

HOUSE MOTION

Mr. Speaker: I move that Engrossed Senate Bill 300 be amended to read as follows:

Page 2, line 7, after "1." insert "**(a) This chapter applies only to contracts entered into after June 30, 2011.**

(b)".

Page 2, line 26, delete "or agreement that allows for cancellation by" and insert "**that, after the initial contract period has expired, allows for cancellation of the contract by the consumer by written notice within:**

(A) thirty (30) days; or

ES 300—LS 7210/DI 110+



(B) one (1) month."

Page 2, delete lines 27 through 28.

Page 2, line 32, delete "recipient" and insert "**consumer**".

Page 2, line 34, delete "recipient" and insert "**consumer**".

Page 2, line 36, after "conspicuous" delete "as" and insert "**means:**

- (1) in type larger than the surrounding text;**
- (2) in contrasting type, font, or color to the surrounding text of the same size; or**
- (3) set off from the surrounding text of the same size by symbols or other marks in a manner that clearly calls attention to the language."**

Page 2, delete lines 37 through 38.

Page 3, line 12, after "7." insert "**(a)**".

Page 3, line 13, delete "includes an automatic renewal clause in the contract" and insert "**automatically renews unless the consumer cancels the contract shall disclose the automatic renewal clause clearly and conspicuously in the contract or contract offer.**

(b) A person who offers to enter into a contract that automatically renews unless the consumer cancels the contract shall clearly and conspicuously disclose how to cancel the contract in the initial contract, the contract offer, or with the delivery of the product or service."

Page 3, delete lines 14 through 17.

Page 3, delete lines 34 through 35, begin a new paragraph and insert:

"Sec. 9. If a person:

- (1) enters into a contract with a consumer that automatically renews; and**
- (2) fails to comply with this chapter;**

the contract shall revert to a thirty (30) day renewal contract in accordance with the same terms."

(Reference is to ESB 300 as printed April 15, 2011.)

EBERHART

C
O
P
Y



HOUSE MOTION

Mr. Speaker: I move that Engrossed Senate Bill 300 be amended to read as follows:

Page 2, line 29, delete "section," and insert "**chapter**,".

Page 3, line 1, after "means" insert "**an agreement**".

Page 3, line 12, delete "enter into a contract with a" and insert "**a consumer to enter into a contract that includes an automatic renewal clause**".

Page 3, delete line 13.

Page 3, line 33, after "the" insert "**automatic renewal until the date of the next**".

Page 3, after line 35, begin a new paragraph and insert:

"SECTION 3. IC 26-1-1-301, AS ADDED BY P.L.143-2007, SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 301. (1) Except as **provided in IC 26-2-11 or as** otherwise provided in this section, if a transaction bears a reasonable relation to Indiana and also to another state or nation, the parties may agree that the law either of Indiana or of the other state or nation shall govern their rights and duties.

(2) In the absence of an agreement under subsection (1), and except as provided in subsection (3), IC 26-1 applies to transactions bearing an appropriate relation to Indiana.

(3) If any of the following provisions specifies the applicable law, that provision governs, and a contrary agreement is effective only to the extent permitted by the law so specified:

- (a) IC 26-1-2-402.
- (b) IC 26-1-2.1-105 and IC 26-1-2.1-106.
- (c) IC 26-1-4-102.
- (d) IC 26-1-4.1-507.
- (e) IC 26-1-5.1-116.
- (f) IC 26-1-8.1-110.
- (g) IC 26-1-9.1-301 through IC 26-1-9.1-307.

SECTION 4. IC 26-2-11 IS ADDED TO THE INDIANA CODE AS A **NEW CHAPTER** TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]:

Chapter 11. Choice of Laws Provisions

Sec. 1. This chapter applies only to a contract:

- (1) entered into, extended, or renewed after June 30, 2011; and
- (2) that is the subject of a lawsuit in which the complaint seeks actual damages that are less than fifty thousand dollars (\$50,000).

C
O
P
Y



Sec. 2. Except as provided in section 3 of this chapter, if a contract described in section 1 of this chapter purports to choose the laws of a jurisdiction other than Indiana to govern the contract, the choice is not enforceable.

Sec. 3. If any of the following provisions specifies the applicable law, the provision governs to the extent it conflicts with section 2 of this chapter:

- (1) IC 26-1-2-402.
- (2) IC 26-1-2.1-105 and IC 26-1-2.1-106.
- (3) IC 26-1-4-102.
- (4) IC 26-1-4.1-507.
- (5) IC 26-1-5.1-116.
- (6) IC 26-1-8.1-110.
- (7) IC 26-1-9.1-301 through IC 26-1-9.1-307."

(Reference is to ESB 300 as printed April 15, 2011.)

GRUBB

C
o
p
y

HOUSE MOTION

Mr. Speaker: I move that Engrossed Senate Bill 300 be amended to read as follows:

Page 2, between lines 2 and 3, begin a new paragraph and insert:

"SECTION 2. IC 24-4.4-2-201, AS AMENDED BY HEA 1528-2011, SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 201. (1) A creditor or mortgage servicer shall provide, in writing, an accurate payoff amount for a first lien mortgage transaction to the debtor not later than seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's written request for the accurate payoff amount. A payoff statement provided by a creditor or mortgage servicer under this subsection must include the date the statement was prepared and the payoff amount as of that date, including an itemization of **the payoff amount, including the unpaid principal balance and each other** fee, charge, or other sum included within the payoff amount. A creditor or mortgage servicer who fails to provide an accurate payoff amount is liable for:

- (a) one hundred dollars (\$100) if an accurate payoff amount is not provided by the creditor or mortgage servicer not later than seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the

ES 300—LS 7210/DI 110+



debtor's first written request; and

(b) the greater of:

(i) one hundred dollars (\$100); or

(ii) the loan finance charge that accrues on the first lien mortgage transaction from the date the creditor or mortgage servicer receives the first written request until the date on which the accurate payoff amount is provided;

if an accurate payoff amount is not provided by the creditor or mortgage servicer not later than seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's second written request, and the creditor or mortgage servicer fails to comply with subdivision (a).

(2) This subsection applies to a first lien mortgage transaction, or the refinancing or consolidation of a first lien mortgage transaction, that:

(a) is closed after June 30, 2009; and

(b) has an interest rate that is subject to change at one (1) or more times during the term of the first lien mortgage transaction.

A creditor in a transaction to which this subsection applies may not contract for and may not charge the debtor a prepayment fee or penalty.

(3) This subsection applies to a first lien mortgage transaction with respect to which any installment or minimum payment due is delinquent for at least sixty (60) days. The creditor, servicer, or the creditor's agent shall acknowledge a written offer made in connection with a proposed short sale not later than five (5) business days (excluding legal public holidays, Saturdays, and Sundays) after the date of the offer if the offer complies with the requirements for a qualified written request set forth in 12 U.S.C. 2605(e)(1)(B). The creditor, servicer, or creditor's agent is required to acknowledge a written offer made in connection with a proposed short sale from a third party acting on behalf of the debtor only if the debtor has provided written authorization for the creditor, servicer, or creditor's agent to do so. Not later than thirty (30) business days (excluding legal public holidays, Saturdays, and Sundays) after receipt of an offer under this subsection, the creditor, servicer, or creditor's agent shall respond to the offer with an acceptance or a rejection of the offer. The thirty (30) day period described in this subsection may be extended for not more than fifteen (15) business days (excluding legal public holidays, Saturdays, and Sundays) if, before the end of the thirty (30) day period, the creditor, the servicer, or the creditor's agent notifies the debtor of the extension and the reason the extension is needed. Payment accepted by a creditor,

C
O
P
Y



servicer, or creditor's agent in connection with a short sale constitutes payment in full satisfaction of the first lien mortgage transaction unless the creditor, servicer, or creditor's agent obtains:

- (a) the following statement: "The debtor remains liable for any amount still owed under the first lien mortgage transaction."; or
- (b) a statement substantially similar to the statement set forth in subdivision (a);

acknowledged by the initials or signature of the debtor, on or before the date on which the short sale payment is accepted. As used in this subsection, "short sale" means a transaction in which the property that is the subject of a first lien mortgage transaction is sold for an amount that is less than the amount of the debtor's outstanding obligation under the first lien mortgage transaction. A creditor or mortgage servicer that fails to respond to an offer within the time prescribed by this subsection is liable in accordance with 12 U.S.C. 2605(f) in any action brought under that section.

SECTION 3. IC 24-4.5-2-209, AS AMENDED BY HEA 1528-2011, SECTION 15, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 209. (1) Subject to the provisions on rebate upon prepayment (section 210 of this chapter), the buyer may prepay in full the unpaid balance of a consumer credit sale, refinancing, or consolidation at any time without penalty.

(2) At the time of prepayment of a credit sale not subject to the provisions of rebate upon prepayment (section 210 of this chapter), the total credit service charge, including the prepaid credit service charge, may not exceed the maximum charge allowed under this chapter for the period the credit sale was in effect.

(3) The creditor or mortgage servicer shall provide, in writing, an accurate payoff amount for the consumer credit sale to the debtor within seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's written request for the accurate consumer credit sale payoff amount. A payoff statement provided by a creditor or mortgage servicer under this subsection must include the date the statement was prepared and the payoff amount as of that date, including an itemization of **the payoff amount, including the unpaid principal balance and each other fee, charge, or other sum included within the payoff amount.** A creditor or mortgage servicer who fails to provide the accurate consumer credit sale payoff amount is liable for:

- (A) one hundred dollars (\$100) if an accurate consumer credit sale payoff amount is not provided by the creditor or mortgage servicer within seven (7) business days (excluding legal public

COPY



holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's first written request; and

(B) the greater of:

(i) one hundred dollars (\$100); or

(ii) the credit service charge that accrues on the sale from the date the creditor or mortgage servicer receives the first written request until the date on which the accurate consumer credit sale payoff amount is provided;

if an accurate consumer credit sale payoff amount is not provided by the creditor or mortgage servicer within seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's second written request, and the creditor or mortgage servicer failed to comply with clause (A).

A liability under this subsection is an excess charge under IC 24-4.5-5-202.

(4) As used in this subsection, "mortgage transaction" does not include a land contract and means a consumer credit sale in which a mortgage (or another equivalent consensual security interest) that constitutes a lien is created or retained against land upon which there is constructed or intended to be constructed a dwelling that is or will be used by the debtor primarily for personal, family, or household purposes. This subsection applies to a mortgage transaction with respect to which any installment or minimum payment due is delinquent for at least sixty (60) days. The creditor, servicer, or the creditor's agent shall acknowledge a written offer made in connection with a proposed short sale not later than five (5) business days (excluding legal public holidays, Saturdays, and Sundays) after the date of the offer if the offer complies with the requirements for a qualified written request set forth in 12 U.S.C. 2605(e)(1)(B). The creditor, servicer, or creditor's agent is required to acknowledge a written offer made in connection with a proposed short sale from a third party acting on behalf of the debtor only if the debtor has provided written authorization for the creditor, servicer, or creditor's agent to do so. Not later than thirty (30) business days (excluding legal public holidays, Saturdays, and Sundays) after receipt of an offer under this subsection, the creditor, servicer, or creditor's agent shall respond to the offer with an acceptance or a rejection of the offer. The thirty (30) day period described in this subsection may be extended for not more than fifteen (15) business days (excluding legal public holidays, Saturdays, and Sundays) if, before the end of the thirty (30) day period, the creditor, the servicer, or the creditor's agent notifies the debtor of the extension

C
O
P
Y



and the reason the extension is needed. Payment accepted by a creditor, servicer, or creditor's agent in connection with a short sale constitutes payment in full satisfaction of the mortgage transaction unless the creditor, servicer, or creditor's agent obtains:

- (a) the following statement: "The debtor remains liable for any amount still owed under the mortgage transaction."; or
- (b) a statement substantially similar to the statement set forth in subdivision (a);

acknowledged by the initials or signature of the debtor, on or before the date on which the short sale payment is accepted. As used in this subsection, "short sale" means a transaction in which the property that is the subject of a mortgage transaction is sold for an amount that is less than the amount of the debtor's outstanding obligation under the mortgage transaction. A creditor or mortgage servicer that fails to respond to an offer within the time prescribed by this subsection is liable in accordance with 12 U.S.C. 2605(f) in any action brought under that section.

SECTION 4. IC 24-4.5-3-209, AS AMENDED BY HEA 1528-2011, SECTION 16, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 209. Right to Prepay - (1) Subject to the provisions on rebate upon prepayment (section 210 of this chapter), the debtor may prepay in full the unpaid balance of a consumer loan, refinancing, or consolidation at any time without penalty. With respect to a consumer loan that is primarily secured by an interest in land, a lender may contract for a penalty for prepayment of the loan in full, not to exceed two percent (2%) of any amount prepaid within sixty (60) days of the date of the prepayment in full, after deducting all refunds and rebates as of the date of the prepayment. However, the penalty may not be imposed:

- (a) if the loan is refinanced or consolidated with the same creditor;
- (b) for prepayment by proceeds of any insurance or acceleration after default; or
- (c) after three (3) years from the contract date.

(2) At the time of prepayment of a consumer loan not subject to the provisions of rebate upon prepayment (section 210 of this chapter), the total finance charge, including the prepaid finance charge but excluding the loan origination fee allowed under section 201 of this chapter, may not exceed the maximum charge allowed under this chapter for the period the loan was in effect. For the purposes of determining compliance with this subsection, the total finance charge does not include the following:

**C
O
P
Y**



(a) The loan origination fee allowed under section 201 of this chapter.

(b) The debtor paid mortgage broker fee, if any, paid to a person who does not control, is not controlled by, or is not under common control with, the creditor holding the loan at the time a consumer loan is prepaid.

(3) The creditor or mortgage servicer shall provide, in writing, an accurate payoff amount for the consumer loan to the debtor within seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's written request for the accurate consumer loan payoff amount. A payoff statement provided by a creditor or mortgage servicer under this subsection must include the date the statement was prepared and the payoff amount as of that date, including an itemization of **the payoff amount, including the unpaid principal balance and each other fee, charge, or other sum included within the payoff amount.** A creditor or mortgage servicer who fails to provide the accurate consumer loan payoff amount is liable for:

(a) one hundred dollars (\$100) if an accurate consumer loan payoff amount is not provided by the creditor or mortgage servicer within seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's first written request; and

(b) the greater of:

(i) one hundred dollars (\$100); or

(ii) the loan finance charge that accrues on the loan from the date the creditor or mortgage servicer receives the first written request until the date on which the accurate consumer loan payoff amount is provided;

if an accurate consumer loan payoff amount is not provided by the creditor or mortgage servicer within seven (7) business days (excluding legal public holidays, Saturdays, and Sundays) after the creditor or mortgage servicer receives the debtor's second written request, and the creditor or mortgage servicer failed to comply with subdivision (a).

A liability under this subsection is an excess charge under IC 24-4.5-5-202.

(4) As used in this subsection, "mortgage transaction" means a consumer credit loan in which a mortgage (or another equivalent consensual security interest) that constitutes a lien is created or retained against land upon which there is constructed or intended to be constructed a dwelling that is or will be used by the debtor primarily

C
O
P
Y



for personal, family, or household purposes. This subsection applies to a mortgage transaction with respect to which any installment or minimum payment due is delinquent for at least sixty (60) days. The creditor, servicer, or the creditor's agent shall acknowledge a written offer made in connection with a proposed short sale not later than five (5) business days (excluding legal public holidays, Saturdays, and Sundays) after the date of the offer if the offer complies with the requirements for a qualified written request set forth in 12 U.S.C. 2605(e)(1)(B). The creditor, servicer, or creditor's agent is required to acknowledge a written offer made in connection with a proposed short sale from a third party acting on behalf of the debtor only if the debtor has provided written authorization for the creditor, servicer, or creditor's agent to do so. Not later than thirty (30) business days (excluding legal public holidays, Saturdays, and Sundays) after receipt of an offer under this subsection, the creditor, servicer, or creditor's agent shall respond to the offer with an acceptance or a rejection of the offer. The thirty (30) day period described in this subsection may be extended for not more than fifteen (15) business days (excluding legal public holidays, Saturdays, and Sundays) if, before the end of the thirty (30) day period, the creditor, the servicer, or the creditor's agent notifies the debtor of the extension and the reason the extension is needed. Payment accepted by a creditor, servicer, or creditor's agent in connection with a short sale constitutes payment in full satisfaction of the mortgage transaction unless the creditor, servicer, or creditor's agent obtains:

- (a) the following statement: "The debtor remains liable for any amount still owed under the mortgage transaction."; or
- (b) a statement substantially similar to the statement set forth in subdivision (a);

acknowledged by the initials or signature of the debtor, on or before the date on which the short sale payment is accepted. As used in this subsection, "short sale" means a transaction in which the property that is the subject of a mortgage transaction is sold for an amount that is less than the amount of the debtor's outstanding obligation under the mortgage transaction. A creditor or mortgage servicer that fails to respond to an offer within the time prescribed by this subsection is liable in accordance with 12 U.S.C. 2605(f) in any action brought under that section."

Page 2, line 29, delete "section," and insert "**chapter**,".

Page 3, line 1, after "means" insert "**an agreement**".

Page 3, line 12, delete "enter into a contract with a" and insert "**a consumer to enter into a contract that includes an automatic**

C
O
P
Y



renewal clause".

Page 3, delete line 13.

Page 3, line 33, after "the" insert "**automatic renewal until the date of the next**".

Renumber all SECTIONS consecutively.

(Reference is to ESB 300 as printed April 15, 2011.)

SPEEDY

**C
o
p
y**

