

1 TO THE HOUSE OF REPRESENTATIVES:

2 The Committee on Commerce and Economic Development to which was
3 referred House Bill No. 385 entitled “An act relating to remedies and
4 protections for victims of coerced debt” respectfully reports that it has
5 considered the same and recommends that the bill be amended by striking out
6 all after the enacting clause and inserting in lieu thereof the following:

7 Sec. 1. 9 V.S.A. chapter 63, subchapter 13 is added to read:

8 Subchapter 13. Coerced Debt

9 § 2495a. DEFINITIONS

10 As used in this subchapter:

11 (1) “Adequate documentation” means at least one of the following:

12 (A) a police report that identifies the coerced debt and describes the
13 circumstances under which the coerced debt was incurred;

14 (B) a copy of an official, valid report filed with a federal, state, or
15 local law enforcement agency regarding the debtor’s claim of coerced debt

16 that identifies the coerced debt and the circumstances under which the
17 coerced debt was incurred, the filing of which subjects the person filing the

18 report to criminal penalties for filing false information if, in fact, the

19 information in the report is false;

20 (C) a court order finding that the debt was coerced; or

1 ~~(D)~~(C) a sworn written certification from a qualified third party
2 professional regarding the debtor’s claim of coerced debt, based on
3 information gathered by the third party while acting in their professional
4 capacity.

5 (2) “Coerced debt” means all or a portion of secured or unsecured debt
6 solely or jointly in a debtor’s name that:

7 (A) was incurred in the context of domestic abuse, human trafficking,
8 or the abuse, neglect, or exploitation of a vulnerable adult, and as a result of
9 the perpetrator’s:

10 (i) the use of the debtor’s personal information without the
11 debtor’s knowledge, authorization, or consent; or

12 (ii) the use or threat of force, intimidation, undue influence, fraud,
13 deception, coercion, or other similar means against the debtor;

14 (B) was not subject to either a default judgment [?] or to a final
15 judgment in an action in which the court adjudicated the issue of coerced debt
16 on the merits;

17 (C) is not a mortgage loan as defined in 8 V.S.A. § 2101(15); and

18 (D) is not a commercial loan as defined in 8 V.S.A. § 2101(2).; and

19 ~~(E)~~ with respect to secured debt, only includes the debtor’s liability
20 for any deficiency after the foreclosure, repossession, or surrender and
21 disposition of the subject collateral. [See § 2495c(h)]

1 (3) “Creditor” means a person, or the person’s successor, assignee, or
2 agent, claiming to own or have the right to collect a debt owed by the debtor.

3 (4) “Debtor” means a person who:

4 (A) owes coerced debt; and

5 ~~(B)~~(i) is a survivor of domestic abuse or human trafficking; or

6 ~~(C)~~(ii) is a vulnerable adult who is a survivor of abuse, neglect, or
7 exploitation as those terms are defined under 33 V.S.A. chapter 69; **and**

8 **(B) the coerced debt was incurred as a result of the domestic**
9 **abuse, human trafficking, or elder abuse, neglect, or exploitation.**

10 (5) “Domestic abuse” has the same meaning provided in 15 V.S.A.
11 § 1101(1).

12 (6) “Human trafficking” has the same meaning provided in 13 V.S.A.
13 § 2652 or 2653.

14 (7) “Perpetrator of coerced debt” means an individual who causes or is
15 alleged to have caused coerced debt to be incurred by another.

16 (8) “Qualified third party professional” means:

17 (A) an officer of the court or law enforcement personnel;

18 (B) a court appointed special advocate;

19 (C) a crisis worker as defined in 12 V.S.A. § 1614(a)(1); a licensed
20 social worker; or a clinical mental health counselor as defined in 26 V.S.A.
21 § 3261(3), **employed** at a program that assists older or dependent adults or

1 persons regarding domestic violence, sexual assault, stalking, human
2 trafficking, or abuse of children, and who has relevant training or expertise;

3 (D) a licensed attorney; or

4 (E) a health care provider as defined in 18 V.S.A. § 9402(7).

5 (9)(A) “Statement of coerced debt” means a **sworn** written statement by
6 a debtor provided by mail to a creditor that includes the following information:

7 (i) identification of the debt, or portion of the debt alleged to be
8 coerced debt;

9 (ii) if available, a description of the circumstances under which the
10 coerced debt was allegedly incurred;

11 (iii) a statement by the debtor disclosing that the debtor did not
12 willingly authorize the use of the debtor’s name or personal information to
13 incur such debt;

14 (iv) any information known by the debtor, including account
15 information or credit card information and, **if applicable**, the name of **the any**
16 **other** individual in whose name such debt was **jointly** incurred [TBD];

17 (v) the identity of and contact information for the perpetrator of
18 the coerced debt, if known, unless the debtor signs a sworn statement that
19 disclosing such information is likely to result in abuse to the debtor or to a
20 member of the debtor’s immediate family;

1 (vi) the debtor’s preferred **language and** contact method and
2 information such as a telephone number, email address, physical address, or
3 safe address for either the debtor or a third party whom the debtor designates to
4 receive information about the coerced debt, which shall be specified by the
5 debtor **in writing**; and

6 (vii) any other documents the debtor deems appropriate to support
7 the statement.

8 (B) As used in this subdivision, “mail” means certified mail,
9 certificate of mailing, or any other similar first-class mail tracking method used
10 or approved by the U.S. Postal Service, including Intelligent Mail barcode
11 Tracing (IMb Tracing). The term also includes any electronic or digital
12 transmission that provides a verifiable date, timestamp, or tracking capability.

13 **(C) A statement of coerced debt shall include the following**
14 **language inserted above the debtor’s signature and date:**

15 **“I declare that the above statement is true and accurate to the**
16 **best of my knowledge and belief. I understand that if the above statement**
17 **if false, I will be subject to the penalty of perjury or to other sanctions in**
18 **the discretion of the court.”**

19 (10) “Sworn written certification” means a statement by a qualified third
20 party professional in the following form:

21 CERTIFICATION OF QUALIFIED THIRD PARTY PROFESSIONAL

1 I, (name of qualified third party professional), do hereby
2 certify under penalty of perjury as follows:

3 1. I am a qualified third party professional as defined in 9 V.S.A.
4 § 2495a(8) who has had in-person contact or face-to-face contact through an
5 electronic medium with (name of debtor).

6 2. Based on my professional interactions with the debtor and
7 information presented to me in my professional capacity, I have a reasonable
8 basis to believe (name of debtor) is a survivor of domestic abuse
9 or human trafficking or is a vulnerable adult who is a survivor of abuse,
10 neglect, or exploitation, and has incurred all or a portion of debt that is coerced
11 debt.

12 3. Based on my professional interactions with the debtor and on
13 information presented to me, I have reason to believe that the circumstances
14 under which the coerced debt was incurred are as follows:

15 4. The following debts or portions of the debts have been identified to
16 me as coerced:

17 I attest that the foregoing is true and correct.

18 (Printed name of qualified third party professional)

19 (Signature of qualified third party professional)

20 (Business address and business telephone)

21 (Date)

1 § 2495b. COERCED DEBT PROHIBITED

2 A person shall not cause another person to incur coerced debt.

3 Substantiated coerced debt is not enforceable against the debtor.

4 § 2495c. CREDITOR’S CONDUCT PURSUANT TO A DEBTOR’S

5 STATEMENT OF COERCED DEBT

6 (a) Within 10 business days following receipt of a debtor’s statement of
7 coerced debt and adequate documentation, a creditor shall:

8 (1) cease all collection activities and refrain from selling, assigning, or
9 otherwise transferring for consideration such debt;

10 (2) notify the debtor it has ceased all collection activities **pending**
11 **further review of the claim;** and

12 (3) notify any credit reporting agency to which it furnished adverse
13 information about such debt that the debtor disputes the accuracy of the
14 adverse information.

15 (b) If a debtor notifies a creditor that a particular debt being collected, or
16 portion thereof, is coerced debt, but does not provide all the information
17 required under subsection (a) of this section or provides such notice orally, and
18 if such creditor does not cease such collection activities, then within 10
19 business days after receipt of the debtor’s notice of the coerced debt, the
20 creditor shall inform the debtor that additional written information is required

1 and shall provide the debtor with Model Form A-1, as described in subsection
2 ~~(h)~~(g) of this section.

3 (c)(1) Within 30 business days following receipt of a debtor's statement of
4 coerced debt and adequate documentation, the creditor shall **complete a**
5 **reasonable investigation of the disputed information, which shall include a**
6 review of all information provided by the debtor and any other relevant
7 information available to the creditor and, upon completion of the **review**
8 **investigation**, make a determination **as to whether to accept or dispute as to**
9 the accuracy of the debtor's **claim of coerced debt** ~~debtor's statement of~~
10 ~~coerced debt and notify the debtor in writing of its determination and the good~~
11 ~~faith basis for such determination.~~

12 **(2) The 30-day period described in subdivision (1) of this subsection**
13 **may be extended for up to an additional 15 days if the creditor receives**
14 **supplementary information from the debtor during that 30-day period**
15 **that is relevant to the investigation.**

16 (d) Within five business days of making a determination under subsection
17 (c) of this section, **the creditor shall notify the debtor of such determination**
18 **in writing and shall provide a good faith basis for the determination,**
19 **including identification of the evidence relied upon and:**

20 (1) if the creditor ~~accepts the accuracy of the statement of~~ **determines**
21 **the disputed debt is** coerced debt, **the creditor shall notify the debtor that it**

1 ~~is ceasing collection activities the creditor shall and~~ contact any consumer
2 ~~reporting agencies to which it furnished adverse information about the debtor's~~
3 ~~coerced debt and request that such information be deleted from the debtor's~~
4 ~~file and credit report; or~~

5 (2) if the creditor ~~disputes the accuracy of the statement of~~ **determines**
6 **the available information does not establish that the disputed debt is**
7 ~~coerced debt.~~ [TBD – 3 options below; others?]

- 8 **1. Resume collection activities**
- 9 **2. Resume collection activities but not sell or transfer debt**
- 10 **3. Cease all collection activities unless court finds the debt is not**
11 **coerced debt.**

12 ~~and, as a result, will recommence collection activities against the debtor,~~
13 ~~the creditor shall provide the debtor with written notice of the debtor's right to~~
14 ~~request reconsideration of the creditor's determination as provided in~~
15 ~~subsection (e) of this section.~~

16 ~~(e) Within 30 days following the date of mailing of the creditor's~~
17 ~~determination under subsection (c) of this section, the debtor may request that~~
18 ~~the creditor reconsider its determination to recommence collection activities.~~
19 ~~A debtor requesting reconsideration shall be permitted to submit additional~~
20 ~~documentation or other relevant information. Within 30 days after receiving a~~
21 ~~request for reconsideration, the creditor shall complete a review of all relevant~~

1 ~~information, including any additional adequate documentation submitted by~~
2 ~~the debtor, and make another determination. Any further reconsideration of~~
3 ~~the creditor's determination shall be at the discretion of the creditor.~~

4 ~~Submitting a request for reconsideration of a creditor's initial determination is~~
5 ~~not a required condition for initiating a cause of action for a declaratory~~
6 ~~judgment to determine that the debt was coerced.~~

7 ~~(f)(e)~~ All communications from the creditor to a debtor under this section
8 shall be made using only the debtor's preferred contact method and, in
9 addition, the creditor shall make reasonable efforts to use the debtor's
10 preferred language **as identified in the debtor's statement of coerced debt.**

11 ~~(g)(f)~~ In connection with a statement of coerced debt, the creditor:

12 (1) shall not disclose the contact information the debtor provides in the
13 statement of coerced debt to any other person, including the perpetrator of the
14 coerced debt or joint account holders, without the debtor's express written
15 authorization, unless directed [**or authorized?**] to do so by court order; and

16 (2) may request that the debtor provide the identity of and contact
17 information for the perpetrator of the coerced debt, if known, unless the debtor
18 signs a sworn statement that disclosing such information is likely to result in
19 abuse to the debtor or to a member of the debtor's immediate family.

20 ~~(h)(g)~~ Model Form A-1 shall be developed by the Commissioner of
21 Financial Regulation, posted in English and Spanish on a publicly accessible

1 website maintained by the Department of Financial Regulation, and shall be
2 substantially in the following form:

3 MODEL FORM A-1 FOR CREDITORS TO PROVIDE DEBTORS

4 [Creditor name:

5 Address:

6 Email address:

7 Telephone number:

8 Website URL where this form can be filled out online]

9 [Debtor's name]

10 [Debtor's preferred contact information: debtor may provide a telephone
11 number, email address, physical address, or the address of a third party]

12 [Debtor's preferred language]

13 You have given us information about a debt that may have been taken out
14 because someone used your personal information without your permission or
15 because someone intimidated, threatened, forced, or manipulated you into
16 taking out this debt.

17 For example, an abusive partner could have taken out a credit card or loan
18 in your name without your knowledge or permission or pressured you into
19 taking out credit to buy a car, television, computer, or other item and
20 threatened you with harm if you refused.

1 Questions: To stop collection of this debt, you need to answer the questions
2 below. If you do not know the answer, you can explain why you do not know
3 the answer.

4 1. Did you sign for or agree to the debt?

5 2. If you did sign or agree to the debt, was it because someone threatened
6 you or used intimidation, force, manipulation, theft, or other forms of control
7 to take out the debt in your name? If yes, please describe how it happened.

8 3. If you did not sign or agree to the debt, do you know who used your
9 information to take out the debt? If yes, please describe.

10 4. What is your preferred contact method and contact information? You
11 can provide a telephone number, email address, physical address, safe address,
12 or the contact information of another trusted person you want to receive
13 information for you because you are concerned about your safety.

14 Supporting Documentation: Please include any one of the documents
15 below that show that the debt was taken out by someone who threatened you or
16 used intimidation, force, manipulation, theft, or other forms of control to take
17 out the debt in your name.

18 You only need to send one, but you may provide more than one.

19 1. A copy of an official, valid report filed with a federal, state, or local law
20 enforcement agency regarding the debtor's claim of coerced debt that identifies
21 the coerced debt and the circumstances under which the coerced debt was

1 incurred, the filing of which subjects the person filing the report to criminal
2 penalties for filing false information if, in fact, the information in the report is
3 false;

4 2. A court order finding that the debt was coerced; or

5 3. A sworn written certification from a qualified third party professional
6 you talked with about this debt. The statement should include who they are,
7 where they work, their contact information, and information you shared with
8 them about the debt and how it was taken out. The third party may be:

9 (a) an officer of the court or law enforcement personnel;

10 (b) a court appointed special advocate;

11 (c) a crisis worker as defined in 12 V.S.A. § 1614(a)(1); a licensed
12 social worker; or a clinical mental health counselor as defined in 26 V.S.A.
13 § 3261(3), **employed** at a program that assists older or dependent adults or
14 persons regarding domestic violence, sexual assault, stalking, human
15 trafficking, or abuse of children, and who has relevant training or expertise;

16 (d) a licensed attorney; or

17 (e) a health care provider as defined in 18 V.S.A. § 9402(7).

18 **In addition to the required documentation, you may include** any other
19 document such as [a divorce decree, restraining order, protection from abuse
20 order] or other document that includes information about the debt and how it
21 was taken out.

1 We need to receive your answers to the above questions and at least one
2 document supporting your claim before we stop collecting on the debt.

3 **Within 30 days after we receive this information, we will do all of the**
4 **following:**

5 1. Stop all attempts to collect the coerced debt from you.

6 2. Notify you in writing that we are stopping all attempts to collect the debt
7 from you.

8 3. Review your claim and make a determination as to whether you should
9 be relieved from liability for the coerced debt.

10 4. Contact the consumer reporting agencies to which we gave information
11 about you and the coerced debt and request that they remove the information
12 from your file and credit report. Alternatively, we also have the right to
13 challenge your claim of coerced debt in court.

14 If you have questions, please contact us at: [Creditor's name, mailing
15 address, telephone number, and email address]. If **you are communicating**
16 **prefer to communicate** with us by email, please confirm with us by telephone
17 our correct email address for submitting information about the debt so we can
18 ensure a timely response.

19 For more information, see 9 V.S.A. chapter 63, subchapter 13.

20 **(h) With respect to coerced debt secured by tangible personal**
21 **property, nothing in this subchapter shall affect a creditor's right to**

1 **enforce a security interest upon default under 9A V.S.A. § 9-9 (Uniform**
2 **Commercial Code - Secured Transactions), including repossession,**
3 **surrender, or court-ordered seizure of the subject collateral. However, a**
4 **creditor is prohibited from collecting or seeking to collect any deficiency**
5 **from the victim of coerced debt.**

6 **§ 2495d. CIVIL LEGAL REMEDIES**

7 (a)(1) A debtor shall not be liable to a creditor for coerced debt.

8 (2) In any action initiated by a creditor to seek collection of a debt from
9 a debtor, the debtor may establish a prima facie case that the debt is coerced
10 debt by submitting a statement of coerced debt and adequate documentation. If
11 the debtor establishes a prima facie case of coerced debt, the creditor shall bear
12 the burden of proving, by a preponderance of the evidence, that the debt is not
13 coerced debt.

14 (b) If a court finds a debt was coerced debt:

15 (1) the creditor shall have a cause of action against the perpetrator of the
16 coerced debt; and

17 (2) the debtor shall have a cause of action against the perpetrator of the
18 coerced debt for any payments made or costs incurred by the debtor in
19 connection with the coerced debt.

20 (c) This section shall not be construed to limit or infringe upon any other
21 rights or remedies available under common law or any other provision of law

1 or rule. However, in seeking to bring an action against the perpetrator of
2 coerced debt, a creditor may not compel a debtor to disclose the identity of or
3 the contact information for the perpetrator, to the extent known by the debtor,
4 provided the debtor signs a sworn statement specifying that such disclosure is
5 reasonably likely to result in abuse to the debtor or to a member of the debtor’s
6 immediate family, unless such disclosure is required by court order.

7 (d) In any action involving an alleged coerced debt, the presiding court
8 shall take reasonable and appropriate measures to protect the debtor or a
9 member of the debtor’s immediate family from an alleged perpetrator of
10 coerced debt, including sealing court records, redacting personally identifiable
11 information, and directing that any deposition or evidentiary hearing be
12 conducted remotely.

13 (e) The provisions of this subchapter apply in any action brought in a court
14 of this State, notwithstanding a contractual choice-of-law provision.

15 (f) Nothing in this subchapter shall be construed to preclude a creditor from
16 seeking recourse under applicable law for a claim of coerced debt that is
17 **knowingly and materially** false.

18 (g) A person alleged to be a perpetrator of coerced debt shall not be a
19 necessary party to an action between a creditor and a debtor under this
20 subchapter. However, no finding in such an action shall be binding on a
21 person who was not a party to the action.

1 (h) An action by a debtor against a perpetrator of coerced debt shall be
2 commenced within six years after the date the debtor discovered or reasonably
3 should have discovered the coerced debt or within six years after the coercion
4 or abuse giving rise to the debt ceased, whichever is later.

5 (i) An action by a creditor against a perpetrator of coerced debt shall be
6 commenced within six years after the date the creditor discovered or
7 reasonably should have discovered the coerced debt and the identity of the
8 perpetrator.

9 § 2495e. VIOLATIONS

10 (a) A person who **knowingly and materially** violates this subchapter
11 commits an unfair and deceptive act in trade and commerce in violation of
12 section 2453 of this title.

13 (b) The Attorney General has the same authority to make rules, conduct
14 civil investigations, enter into assurances of discontinuance, and bring civil
15 actions as provided under subchapter 1 of this chapter.

16 § 2495f. CONFIDENTIALITY

17 (a) Except as otherwise expressly provided in this subchapter or required
18 by law, any financial and personally identifying information related to a claim
19 of coerced debt that is shared by a debtor pursuant to the provisions of this
20 subchapter shall not be disclosed by the recipient without the express consent
21 of the debtor, unless such disclosure is authorized by court order.

1 (b) Information or material that is subject to privilege protections under
2 federal or state law that is shared by the debtor pursuant to the provisions of
3 this subchapter shall not be disclosed by the recipient, unless the debtor
4 expressly waives the privilege, or the privilege is waived by an express
5 provision of law.

6 (c) Any records or information produced or acquired by a public body
7 pursuant to the provisions of this subchapter that contains financial or
8 personally identifiable information related to a claim of coerced debt shall be
9 kept confidential and shall be exempt from public inspection or copying under
10 Vermont’s Public Records Act. This exemption shall not be subject to 1 V.S.A.
11 § 317(e).

12 Sec. 2. 9 V.S.A. § 2480d is amended to read:

13 § 2480d. PROCEDURE IN CASE OF DISPUTED ACCURACY; COERCED
14 DEBT

15 (a) If the completeness or accuracy of any item of information contained in
16 the consumer’s file is disputed by the consumer and the consumer notifies the
17 credit reporting agency directly of such dispute, the agency shall reinvestigate
18 free of charge and record the current status of the disputed information on or
19 before 30 business days after the date the agency receives notice from the
20 consumer.

1 (b) On or before five business days after the date a credit reporting agency
2 receives notice of a dispute from a consumer in accordance with subsection (a)
3 of this section, the agency shall provide notice of the dispute to all persons who
4 provided any item of information in dispute.

5 (c) Notwithstanding subsection (a) of this section, a credit reporting agency
6 may terminate a reinvestigation of information disputed by a consumer under
7 such subsection if the agency reasonably determines that such dispute by the
8 consumer is frivolous or irrelevant. Upon making such a determination, a
9 credit reporting agency shall promptly notify the consumer of such
10 determination and the reasons therefor, by mail, or if authorized by the
11 consumer for that purpose, by telephone. The presence of contradictory
12 information in the consumer's file does not in and of itself constitute
13 reasonable grounds for determining the dispute is frivolous or irrelevant.

14 (d) In conducting a reinvestigation under subsection (a) of this section, the
15 credit reporting agency shall review and consider all relevant information
16 submitted by the consumer with respect to such disputed information.

17 (e) If, after a reinvestigation under subsection (a) of this section of any
18 information disputed by a consumer, the information is found to be inaccurate
19 or cannot be verified, the credit reporting agency shall promptly delete such
20 information from the consumer's file. For purposes of this section,

1 “information” shall not include other information in the same item that is not
2 disputed by the consumer.

3 (f) If any information is deleted after a reinvestigation under subsection (a)
4 of this section, the information may not be reinserted in the consumer’s file
5 after deletion unless the person who furnishes the information reinvestigates
6 and states in writing or by electronic record to the agency that the information
7 is complete and accurate. Such furnisher shall not provide such statement
8 unless the furnisher reasonably believes that the information is complete and
9 accurate. Upon such reinvestigation and statement by the furnisher, the credit
10 reporting agency shall promptly notify the consumer of any reinsertion.

11 (g) A credit reporting agency shall provide written notice of the results of
12 any reinvestigation under this subsection within five business days ~~of~~
13 following the completion of the reinvestigation, by mail or, if authorized by the
14 consumer for that purpose, by telephone. This notice shall include:

15 (1) a statement that the reinvestigation is complete;

16 (2) a statement of the determination of the agency on the completeness
17 or accuracy of the disputed information;

18 (3) a credit report that is based upon the consumer’s file as that file is
19 revised as a result of the reinvestigation;

1 (4) a description of the manner in which the information disputed by the
2 consumer has been altered, changed, deleted, or modified in the consumer’s
3 credit report;

4 (5) a description of the procedure used to determine the accuracy and
5 completeness of the information, including the name, business address, and, if
6 available, the telephone number of any person contacted in connection with
7 such information; and

8 (6) a notification that the consumer has the right, pursuant to 15 U.S.C.
9 § 1681i, to add a statement to the consumer’s file disputing the accuracy or
10 completeness of the information.

11 (h) If a consumer provides notice to a consumer reporting agency that a
12 debt or any portion of a debt is coerced debt and provides the consumer
13 reporting agency either a court order finding that the debt was coerced or a
14 statement of coerced debt and adequate documentation, as those terms are
15 defined in subchapter 13 of this chapter, the consumer reporting agency shall
16 reinvestigate the debt pursuant to this section. If, after the reinvestigation, the
17 credit reporting agency determines that the debt was coerced, the consumer
18 reporting agency shall remove any reference to the debt, or any portion of the
19 debt determined to be coerced debt, from the consumer’s file and credit report.

20 Sec. 3. 9 V.S.A. § 2480k is amended to read:

21 § 2480k. COMPLAINTS TO LAW ENFORCEMENT AGENCIES

1 A person who has learned or reasonably suspects that ~~his or her~~ the person's
2 personal identifying information has been unlawfully used by another, as
3 described in 13 V.S.A. § ~~2030(a)~~ 2030, may make a complaint about the
4 unlawful use of personal identifying information to the State Police or to the
5 person's local law enforcement agency. The law enforcement agency shall
6 take the complaint and provide the complainant with a copy of the complaint,
7 the name of the law enforcement officer taking the complaint, and an incident
8 number or case number assigned to the complaint by the law enforcement
9 agency. If the suspected crime was committed in a different jurisdiction, the
10 law enforcement agency shall take the complaint and provide the complainant
11 with a copy of the complaint, the name of the law enforcement officer taking
12 the complaint, and an incident number or case number assigned to the
13 complaint by the law enforcement agency and refer the complaint to a law
14 enforcement agency in that different jurisdiction.

15 Sec. 4. EFFECTIVE DATE; APPLICATION

16 This act shall take effect on July 1, 2028, and shall apply to all outstanding
17 coerced debt, including coerced debt incurred prior to July 1, 2028.

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(Committee vote: _____)

Representative _____

FOR THE COMMITTEE

DRAFT