



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB2121

Introduced 2/7/2025, by Sen. Mary Edly-Allen

SYNOPSIS AS INTRODUCED:

New Act

Creates the Privacy Protections for Location Information Derived from Electronic Devices Act. Makes it unlawful for a covered entity to collect or process an individual's location information except for a permissible purpose. Provides that before collecting or processing an individual's location information for one of those permissible purposes, a covered entity shall provide the individual with a copy of the location privacy policy and obtain consent from that individual. Authorizes a civil action in which if the plaintiff prevails, the court may award (1) actual damages including damages for emotional distress, or \$5,000 per violation, whichever is greater; (2) punitive damages; and (3) any other relief. Provides that in addition to any relief awarded, the court shall award reasonable attorney's fees and costs to any prevailing plaintiff. Defines terms. Makes other changes.

LRB104 09974 JRC 20044 b

1 AN ACT concerning civil law.

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

4 Section 1. Short title. This Act may be cited as the
5 Privacy Protections for Location Information Derived from
6 Electronic Devices Act.

7 Section 5. Legislative intent. The General Assembly
8 intends to protect the reproductive health access, safety of
9 LGBTQ lives, religious liberty, and freedom of movement by
10 passage of this Act.

11 Section 10. Definitions. As used in this Act:

12 "Application" means a software program that runs on the
13 operating system of a device.

14 "Collect" means to obtain, infer, generate, create,
15 receive, or access an individual's location information.

16 "Consent" means freely given, specific, informed,
17 unambiguous, opt-in consent. "Consent" does not include (i)
18 agreement secured without first providing to the individual a
19 clear and conspicuous disclosure of all information material
20 to the provision of consent, apart from any privacy policy,
21 terms of service, terms of use, general release, user
22 agreement, or other similar document; or (ii) agreement

1 obtained through the use of a user interface designed or
2 manipulated with the substantial effect of subverting or
3 impairing user autonomy, decision making, or choice.

4 "Covered entity" means any individual, partnership,
5 corporation, limited liability company, association, or other
6 group, however organized. "Covered entity" includes all agents
7 of the entity. "Covered entity" does not include a State or
8 local government agency, or a State court, a clerk of the
9 court, or a judge or justice. "Covered entity" does not
10 include an individual acting in a noncommercial context.

11 "Device" means a mobile telephone or any other electronic
12 device that is or may commonly be carried by or on an
13 individual or that is a component part of a motor vehicle and
14 is capable of connecting to a cellular, bluetooth, or other
15 wireless network.

16 "Disclose" means to make location information available to
17 a third party, including, but not limited to, by sharing,
18 publishing, releasing, transferring, disseminating, providing
19 access to, or otherwise communicating such location
20 information orally, in writing, electronically, or by any
21 other means.

22 "Individual" means a person located in the State.

23 "Location information" means information derived from a
24 device or from interactions between devices, with or without
25 the knowledge of the user and regardless of the technological
26 method used, that pertains to or directly or indirectly

1 reveals the present or past geographical location of an
2 individual or device within the State with sufficient
3 precision to identify street-level location information within
4 a range of 1,850 feet or less. "Location information"
5 includes, but is not limited to, (i) an internet protocol
6 address capable of revealing the physical or geographical
7 location of an individual, (ii) Global Positioning System
8 (GPS) coordinates; and (iii) cell-site location information.
9 "Location information" does not include location information
10 identifiable or derived solely from the visual content of a
11 legally obtained image, including the location of the device
12 that captured such image or publicly posted words.

13 "Location privacy policy" means a description of the
14 policies, practices, and procedures controlling a covered
15 entity's collection, processing, management, storage,
16 retention, and deletion of location information.

17 "Monetize" means to collect, process, or disclose an
18 individual's location information for profit or in exchange
19 for monetary or other consideration. "Monetize" includes, but
20 is not limited to, selling, renting, trading, or leasing
21 location information.

22 "Person" means any natural person.

23 "Permissible purpose" means one of the following purposes:
24 (i) provision of a product, service, or service feature to the
25 individual to whom the location information pertains when that
26 individual requested the provision of such product, service,

1 or service feature by subscribing to, creating an account, or
2 otherwise contracting with a covered entity; (ii) initiation,
3 management, execution, or completion of a financial or
4 commercial transaction or fulfill an order for specific
5 products or services requested by an individual, including any
6 associated routine administrative, operational, and
7 account-servicing activity such as billing, shipping,
8 delivery, storage, and accounting; (iii) compliance with an
9 obligation under federal or State law; or (iv) response to an
10 emergency service agency, an emergency alert, a 911
11 communication, or any other communication reporting an
12 imminent threat to human life.

13 "Process" means to perform any action or set of actions on
14 or with location information, including, but not limited to,
15 collecting, accessing, using, storing, retaining, analyzing,
16 creating, generating, aggregating, altering, correlating,
17 operating on, recording, modifying, organizing, structuring,
18 disposing of, destroying, deidentifying, or otherwise
19 manipulating location information. "Process" does not include
20 disclosing location information.

21 "Reasonably understandable" means of length and complexity
22 such that an individual with an 8th-grade reading level, as
23 established by the State Board of Education, can read and
24 comprehend.

25 "Service feature" means a discrete aspect of a service
26 provided by a covered entity, including, but not limited to,

1 real-time directions, real-time weather, and identity
2 authentication.

3 "Service provider" means an individual, partnership,
4 corporation, limited liability company, association, or other
5 group, however organized, that collects, processes, or
6 transfers location information for the sole purpose of, and
7 only to the extent that such service provider is, conducting
8 business activities on behalf of, for the benefit of, at the
9 direction of, and under contractual agreement with a covered
10 entity.

11 "Third party" means any covered entity or person other
12 than (i) a covered entity that collected or processed location
13 information in accordance with this Act or its service
14 providers or (ii) the individual to whom the location
15 information pertains.

16 Section 15. Protection of location information.

17 (a) It is unlawful for a covered entity to collect or
18 process an individual's location information except for a
19 permissible purpose. Before collecting or processing an
20 individual's location information for one of those permissible
21 purposes, a covered entity shall provide the individual with a
22 copy of the location privacy policy and obtain consent from
23 that individual; however, this shall not be required when the
24 collection and processing is done in (i) compliance with an
25 obligation under federal or State law or (ii) in response to an

1 emergency service agency, an emergency alert, a 911
2 communication, or any other communication reporting an
3 imminent threat to human life. For purposes of this
4 subsection, a consumer accessing, procuring, or searching for
5 services regarding contraception, pregnancy care, including,
6 but not limited to, abortion services, does not constitute an
7 imminent threat to human life.

8 (b) If a covered entity collects location information for
9 the provision of multiple permissible purposes, it should be
10 mentioned in the location privacy policy and individuals shall
11 provide discrete consent for each purpose; however, this shall
12 not be required for the purpose of collecting and processing
13 location information to comply with an obligation under
14 federal or State law or to respond to an emergency service
15 agency, an emergency alert, a 911 communication, or any other
16 communication reporting an imminent threat to human life.

17 (c) A covered entity that directly delivers targeted
18 advertisements as part of its product or services shall
19 provide individuals with a clear, conspicuous, and simple
20 means to opt out of the processing of their location
21 information for purposes of selecting and delivering targeted
22 advertisements.

23 (d) Consent provided under this Section expires (i) after
24 one year, (ii) when the initial purpose for processing the
25 information has been satisfied, or (iii) when the individual
26 revokes consent, whichever occurs first, as long as the

1 consent may be renewed pursuant to the same procedures. Upon
2 expiration of consent, any location information possessed by a
3 covered entity must be permanently destroyed.

4 (e) It shall be unlawful for a covered entity or service
5 provider that lawfully collects and processes location
6 information to:

7 (1) collect more precise location information than
8 necessary to carry out the permissible purpose;

9 (2) retain location information longer than necessary
10 to carry out the permissible purpose;

11 (3) sell, rent, trade, or lease location information
12 to third parties;

13 (4) derive or infer from location information any data
14 that is not necessary to carry out a permissible purpose;

15 or

16 (5) disclose, cause to disclose, or assist with or
17 facilitate the disclosure of an individual's location
18 information to third parties, unless such disclosure is
19 (i) necessary to carry out the permissible purpose for
20 which the information was collected or (ii) requested by
21 the individual to whom the location data pertains.

22 (f) It is unlawful for a covered entity or service
23 providers to disclose location information to any federal,
24 State, or local government agency or official unless:

25 (1) the agency or official serves the covered entity
26 or service provider with a valid warrant;

1 (2) disclosure is mandated under federal or State law;
2 (3) the data subject requests such disclosure; or
3 (4) a natural person is at risk or danger of death or
4 serious physical injury, as long as:

5 (A) the request is approved by a high-ranking
6 agency officer for emergency access to a consumer's
7 personal information;

8 (B) the request is based on the agency's good
9 faith determination that it has a lawful basis to
10 access the information on a nonemergency basis; and

11 (C) the agency agrees to petition a court for an
12 appropriate order within 3 days and to destroy the
13 information if that order is not granted.

14 For purposes of this subsection, a consumer accessing,
15 procuring, or searching for services regarding
16 contraception, pregnancy care, and perinatal care,
17 including, but not limited to, abortion services, does not
18 constitute a natural person being at risk or danger of
19 death or serious physical injury.

20 (g) A covered entity shall maintain and make available to
21 the data subject a location privacy policy, which shall
22 include, at a minimum, the following:

23 (1) the permissible purpose for which the covered
24 entity is collecting, processing, or disclosing any
25 location information;

26 (2) the type of location information collected,

1 including the precision of the data;

2 (3) the identities of service providers with which the
3 covered entity contracts with respect to location data;

4 (4) any disclosures of location data necessary to
5 carry out a permissible purpose and the identities of the
6 third parties to whom the location information could be
7 disclosed;

8 (5) whether the covered entity's practices include the
9 internal use of location information for purposes of
10 targeted advertisement;

11 (6) the data management and data security policies
12 governing location information; and

13 (7) the retention schedule and guidelines for
14 permanently deleting location information.

15 (h) A covered entity in lawful possession of location
16 information shall provide notice to individuals to whom that
17 information pertains of any change to its location privacy
18 policy at least 20 business days before the change goes into
19 effect and shall request and obtain consent before collecting
20 or processing location information in accordance with the new
21 location privacy policy.

22 (i) It shall be unlawful for a governmental entity to
23 monetize location information.

24 Section 20. Prohibition against retaliation. A covered
25 entity may not take adverse action against an individual

1 because the individual exercised or refused to waive any of
2 such individual's rights under this Act, unless location data
3 is essential to the provision of the good, service, or service
4 feature that the individual requests, and then only to the
5 extent that this data is essential. This prohibition includes,
6 but is not limited to:

7 (1) refusing to provide a good or service to the
8 individual;

9 (2) charging different prices or rates for goods or
10 services, including through the use of discounts or other
11 benefits or imposing penalties; or

12 (3) providing a different level or quality of goods or
13 services to the individual.

14 Section 25. Enforcement.

15 (a) A violation of this Act or a rule adopted by the
16 Department of Innovation and Technology regarding an
17 individual's location information constitutes an injury to
18 that individual.

19 (b) Any individual alleging a violation of this Act by a
20 covered entity or service provider may bring a civil action in
21 State court.

22 (c) An individual protected by this Act may not be
23 required, as a condition of service or otherwise, to accept
24 mandatory arbitration of a claim arising under this Act.

25 (d) In a civil action in which the plaintiff prevails, the

1 court may award:

2 (1) actual damages, including damages for emotional
3 distress, or \$5,000 per violation, whichever is greater;

4 (2) punitive damages; and

5 (3) any other relief, including, but not limited to,
6 an injunction or declaratory judgment that the court deems
7 to be appropriate.

8 (e) For purposes of subsection (e) of Section 15, a
9 covered entity that, in more than one instance, violates
10 (1) through (4) of Section 15, from the same person using
11 the same method of collection or sale in violation of
12 subsection (e) of Section 15 has committed a single
13 violation of subsection (e) of Section 15 for which the
14 aggrieved person is entitled to, at most, one recovery
15 under this Section.

16 (f) For purposes of subsection (f) of Section 15, the
17 court shall consider each instance in which a covered
18 entity or service provider collects, processes, or
19 discloses location information in a manner prohibited by
20 subsection (f) of Section 15 as constituting a separate
21 violation of this Act or rule adopted under this Act.

22 (g) Upon motion, a court shall award reasonable
23 attorney's fees and costs, including expert witness fees
24 and other litigation expenses, to a plaintiff who is a
25 prevailing party in any action brought under this Act. In
26 awarding reasonable attorney's fees, the court shall

1 consider the degree to which the relief obtained relates
2 to the relief sought.

3 (h) For the purpose of this Act, "prevailing party"
4 includes any party:

5 (1) who obtains some of the requested relief
6 through a favorable judicial judgment;

7 (2) who obtains some of the requested relief
8 through any settlement agreement approved by the
9 court; or

10 (3) whose pursuit of a nonfrivolous claim was a
11 catalyst for a unilateral change in position by the
12 opposing party relative to the relief sought.

13 (i) Any provision of a contract or agreement of any kind,
14 including a covered entity's terms of service or policies,
15 including, but not limited to, the location privacy policy,
16 that purports to waive or limit in any way an individual's
17 rights under this Act, including, but not limited to, any
18 right to a remedy or means of enforcement, is deemed contrary
19 to State law and is void and unenforceable.

20 (j) No private or government action brought under this Act
21 precludes any other action under this Act.

22 Section 30. Nonapplicability. This Act does not apply to
23 location information collected from a patient by a health care
24 provider or health care facility, or collected, processed,
25 used, or stored exclusively for medical education or research,

1 public health or epidemiological purposes, health care
2 treatment, health insurance, payment, or operations, if the
3 information is protected from disclosure under the federal
4 Health Insurance Portability and Accountability Act of 1996 or
5 other applicable federal and State laws, rules, and
6 regulations.