



Sen. Daniel Biss

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LRB099 18541 HEP 48139 a

1 AMENDMENT TO SENATE BILL 2804

2 AMENDMENT NO. _____. Amend Senate Bill 2804, AS AMENDED,
3 by replacing everything after the enacting clause with the
4 following:

5 "Section 5. The Illinois Wage Assignment Act is amended by
6 changing Sections 2, 2.1, 2.2, 4.1, and 4.2 as follows:

7 (740 ILCS 170/2) (from Ch. 48, par. 39.2)

8 Sec. 2. Demand on an employer for the wages of wage-earner
9 by virtue of a wage assignment may not be served on the
10 employer unless:

11 (1) There has been a default of more than 40 days in
12 payment of the indebtedness secured by the assignment and
13 the default has continued to the date of the demand;

14 (2) The demand contains a correct statement as to the
15 amount the wage-earner is in default and the original or a
16 ~~photostatic~~ copy of the assignment is exhibited to the

1 employer; and

2 (3) Not less than 20 days before serving the demand,
3 notice required under Section 2.2 ~~a notice of intention to~~
4 ~~make the demand~~ has been served upon the employee, and an
5 advice copy sent to the employer, by 2 methods: (i) first
6 class mail; and (ii) registered or certified mail.

7 Service of any demand without complying with this Section
8 has no legal effect. Proof of certified mail is prima facie
9 evidence of service.

10 A demand under this Section applies only to wages due at
11 the time of service of the demand and upon subsequent wages
12 until the total amount due under the assignment is paid, or, if
13 the wage assignment is revocable under federal law, until the
14 employee revokes it ~~or until the expiration of the employer's~~
15 ~~payroll period ending immediately prior to 84 days after~~
16 ~~service of such demand, whichever first occurs.~~

17 (Source: P.A. 88-395.)

18 (740 ILCS 170/2.1) (from Ch. 48, par. 39.2a)

19 Sec. 2.1. A demand shall be in the following form:

20 "Demand is hereby made upon an assignment of salary, wages,
21 commissions or other compensation for services, executed by
22 and delivered to on (insert date), to secure a debt
23 contracted on (insert date).

24 The total amount of the debt is \$..... Payments in the
25 amount of \$..... have been made. The duration of the contract is

1 months. There is now due and owing without acceleration
2 the sum of \$....., the last payment having been made on (insert
3 date).

4 The employee herein named has been in default in his
5 payments in the amount of \$....., of which \$.... has been due
6 and owing for more than 40 days.

7 Unless you have received a written notice from the employee
8 herein named revoking the wage assignment ~~within the past 20~~
9 ~~days, or do receive within 5 days after the service hereof, a~~
10 ~~notice of defense from the employee herein named,~~ you are
11 required by law to make payment in accordance with such
12 assignment., first being duly sworn, deposes and says that
13 the facts stated in the demand above are true and correct; and
14 further deposes and says that he (or his principal, if he is an
15 agent for the assignee) has not received notice from the debtor
16 that he or she is revoking the wage assignment ~~no notice of any~~
17 ~~defenses of the debtor.~~

18 Payments must be made until the total amount due under the
19 assignment is paid or until the employee revokes the wage
20 assignment.

21

22 Subscribed and sworn to before me on (insert date).

23

24 Notary Public".

25 (Source: P.A. 91-357, eff. 7-29-99.)

1 (740 ILCS 170/2.2) (from Ch. 48, par. 39.2b)

2 Sec. 2.2. Forms; notice of intent to assign wages;
3 revocation.

4 (a) The notice to an employee required by Section 2 shall
5 be in the following form:

6 "NOTICE OF INTENT TO ASSIGN WAGES

7 This notice is required by the Illinois Wage Assignment
8 Act. The notice has been sent to tell you that a creditor (name
9 and address listed below) plans to have your wages assigned. A
10 wage assignment is a document you signed at the time you signed
11 the contract for your debt. It authorizes your creditor to
12 receive a portion of your wages directly from your employer, in
13 order to pay your debt. This notice contains important
14 information about the debt and what your options are. You
15 should read the entire notice carefully.

16 WHY THE CREDITOR WANTS TO ASSIGN YOUR WAGES

17 You signed a wage assignment on (date) The
18 wage assignment was signed as security if you failed to make
19 payment on the contract you signed on (date)
20 A copy of the wage assignment is attached. The
21 creditor's records show that you have not made a payment since
22 (date) and that you now owe \$..... on the
23 contract. The creditor will send a demand for wages to your
24 employer 20 days from the date you receive this.

25 ~~WHAT YOU CAN DO TO PREVENT YOUR WAGES FROM BEING ASSIGNED~~

26 ~~If you have a legal defense to the wage assignment you can~~

1 ~~stop the wage assignment by filling out the enclosed Notice of~~
 2 ~~Defense Form and (1) sending it to the creditor by registered~~
 3 ~~or certified mail and (2) giving a copy to your employer. You~~
 4 ~~must do those 2 things within 20 days of receiving this notice.~~
 5 ~~You have the right to contact an attorney concerning the wage~~
 6 ~~assignment. In the event a false defense is made, you will be~~
 7 ~~subject to payment of attorneys' fees, court costs and other~~
 8 ~~expenses.~~

9 The creditor's name, and address, and phone number are:

10
 11
 12
 13

(Signed by) "

15 (b) If the wage assignment is revocable under federal law,
 16 the notice required under subsection (a) shall also include the
 17 following:

18 UNDERSTANDING YOUR CHOICES UNDER THE
 19 ILLINOIS WAGE ASSIGNMENT ACT

20 There are options available to you in this process. You
 21 should consider your options and determine the one that is best
 22 for you. You have the right to contact an attorney at any point
 23 concerning the wage assignment, or to help you determine your
 24 best option.

25 Your options include:

26 (1) You can stop the wage assignment at any time, which

1 will stop your wages from being deducted. It will not
2 eliminate your debt, and interest may continue to accrue.
3 You may contact your creditor for more information about
4 the interest rate on your contract, and to determine how
5 much interest might accrue if you stop the wage assignment.

6 Your creditor will still be able to pursue other means
7 of collecting any debt you may owe, including filing a
8 lawsuit against you for the full amount owed under the
9 contract and any interest that might accrue. A lawsuit
10 might result in you owing legal fees and other costs.

11 You can stop the wage assignment by filling out the
12 enclosed Revocation Notice Form, or by writing a letter
13 stating that you are revoking the wage assignment. Send the
14 Revocation Notice Form or letter by registered or certified
15 mail to the creditor, at the address listed above. It is
16 highly recommended that you give a copy of the Revocation
17 Notice Form or letter to your employer so your employer can
18 stop any pending payments.

19 If you choose to write a letter, it should be addressed
20 to the creditor, and should include:

21 (i) your name;

22 (ii) the account number; and

23 (iii) a statement that you are revoking the wage
24 assignment, such as, "I am revoking the wage
25 assignment."

26 Even if the wage assignment has already begun, you can

1 still stop it now or at any point in the future.

2 (2) You can do nothing, and allow the wage assignment
3 process to proceed. Starting in 20 days, part of your wages
4 will be sent directly to the creditor to pay off your debt.
5 This will reduce your take-home pay every pay period until
6 the total amount of the debt is repaid.

7 Up to 15% of your wages will be sent to the creditor
8 every pay period. Once the total amount is repaid, the
9 creditor will send a notice to you and to your employer
10 that includes the creditor's name, your name, and the
11 account number, stating that the wage assignment is closed
12 and no further wages should be assigned.

13 (3) You can contact your creditor to repay the debt, or
14 to explore other options, including a repayment plan or
15 refinancing, if available. You can contact your creditor at
16 the address and phone number listed above.

17 If you agree on another repayment option with your
18 creditor, the creditor will send a notice to your employer
19 stating that your wages should not be assigned.

20 (c) If the wage assignment is revocable under federal law,
21 the notice required under subsection (b) shall be accompanied
22 by the following Revocation Notice Form, with the relevant
23 information inserted by the creditor:

24 "REVOCATION NOTICE

25 The employee's name and address are:

26

1

2

3

4 The creditor's name and address are:

5

6

7

8

9 Re: (insert account number)

10 I, (insert name), hereby revoke the wage assignment I
11 signed on (insert date the wage assignment was signed). You no
12 longer have my permission to use this wage assignment.

13

14 (Signed by) (Date)"

15 (Source: P.A. 83-867.)

16 (740 ILCS 170/4.1) (from Ch. 48, par. 39.4a)

17 Sec. 4.1. Revocation of wage assignment. If the wage
18 assignment is revocable under federal law, the employee may
19 revoke the wage assignment at any time by submitting the
20 Revocation Notice Form as provided in subsection (c) of Section
21 2.2 of this Act or otherwise providing written notice of
22 revocation to the creditor. Revocation is effective regardless
23 of how the creditor receives it. Failure to use the sample
24 language provided in the notice described in Section 2.2 does

1 not affect the validity of the written notice of revocation.
 2 The employee may submit a copy of the notice to his or her
 3 employer. If the written notice of revocation is served upon
 4 the creditor prior to the creditor's service of demand upon the
 5 employer, the demand shall not be served. ~~Within 20 days after~~
 6 ~~receiving the notice required by Section 2 or within 5 days~~
 7 ~~after service of the demand, the employee may notify his~~
 8 ~~employer, in writing, of any defense he may have to the wage~~
 9 ~~assignment. A copy of such notice shall be served upon the~~
 10 ~~creditor by registered or certified mail. If served upon the~~
 11 ~~creditor prior to the creditor's service of demand upon the~~
 12 ~~employer, such demand shall not be served by the creditor. The~~
 13 ~~notice shall be by affidavit and shall be in substantially the~~
 14 ~~following form:~~

15 ~~"I,, hereby (swear) (affirm) that I have a bona fide~~
 16 ~~defense to the claim of, which claim is based on a debt~~
 17 ~~contracted on (insert date), and for security on which debt a~~
 18 ~~wage assignment was executed.~~

19
 20

21 ~~Address for service of summons~~

22
 23

24 ~~Employee~~

25 ~~Subscribed and sworn to before me on (insert date).~~

26"

Notary Public

(Source: P.A. 91-357, eff. 7-29-99.)

1 (740 ILCS 170/4.2) (from Ch. 48, par. 39.4b)

2 Sec. 4.2.

3 If the employee has not served a Revocation Notice Form as
4 provided in Section 4.1 of this Act or has not otherwise served
5 the creditor with a written notice of revocation (if the wage
6 assignment is revocable under federal law) ~~given notice of~~
7 ~~defense~~ as provided in this Act within 20 days after receiving
8 the notice of intention to make a demand, the creditor may
9 proceed with his demand, and the employer shall commence
10 payment to the creditor not sooner than 5 business days after
11 service of such demand, if no revocation notice has been
12 received by the employer ~~unless a notice of defense is received~~
13 ~~within that 5 day period.~~ If the employee cures the default
14 stated in the demand or revokes the wage assignment, the
15 creditor shall notify the employer and release the demand. No
16 employer shall be liable for payments made in compliance with
17 this Section.

18 If a Revocation Notice Form as set forth in Section 4.1 of
19 this Act or other written notice of revocation from the
20 employee is received by an employer, ~~If a notice of defense is~~
21 ~~received by an employer within the period specified in Section~~
22 ~~4.1,~~ no wages are subject to a demand served by the creditor
23 for that wage assignment and the employer shall cease any
24 deduction of wages currently taking place for that wage
25 assignment, ~~described in that notice of defense,~~ unless the

1 employer receives a copy of a subsequent written agreement
2 between the creditor and employee authorizing such payments. If
3 such an agreement is not reached, the creditor may not
4 institute further proceedings on the wage assignment. ~~If a~~
5 ~~notice of defense has been given, service of summons in any~~
6 ~~subsequent proceeding on the debt for which the wage assignment~~
7 ~~was given as security may be made by registered or certified~~
8 ~~mail.~~

9 (Source: Laws 1967, p. 2049.)

10 Section 99. Effective date. This Act takes effect January
11 1, 2017."