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HOUSE FLOOR AMENDMENTS

Amendments proposed by Representative Barras to Engrossed Senate Bill No. 174 by Senator Martiny

1 AMENDMENT NO. 1

2 On page 1, at the beginning of line 2, after "To" and before "relative" change "amend and
3 reenact R.S. 6:1122," to "enact R.S. 6:1122.1"

4 AMENDMENT NO. 2

5 On page 1, line 3, after "conditions;" and before "to provide" insert "to provide for
6 exceptions;"

7 AMENDMENT NO. 3

8 On page 1, after "Section 1." and before "to read" change "R.S. 6:1122 is hereby amended
9 and reenacted" to "R.S. 6:1122.1 is hereby enacted"

10 AMENDMENT NO. 4

11 On page 1, delete lines 7 through 13 in their entirety and insert the following:

12 "§1122.1. Defenses to written credit agreements

13 A.(1) In an action by a creditor, the debtor shall not assert a defense
14 based on the terms and conditions of a credit agreement, unless the
15 agreement is in writing, expresses conditions, sets forth the relevant terms
16 and conditions, and is signed by the creditor and the debtor.

17 (2) This Subsection shall not apply to unsecured revolving loan
18 accounts, including those accessed by credit cards, or to any other unsecured
19 consumer loans.

20 B. Nothing in this Section shall limit the debtor's ability to assert a
21 defense of forgery, identity theft, mistaken identity, lack of authorization,
22 lack of contractual capacity, or payment of the debt.

23 C. As used in this Section, the terms "consumer loan", "credit card",
24 and "revolving loan account" shall have the meanings ascribed to them in the
25 Louisiana Consumer Credit Law, R.S. 9:3510, et seq."