

**ALASKA STATE LEGISLATURE
HOUSE JUDICIARY STANDING COMMITTEE**

April 24, 2006

2:13 p.m.

MEMBERS PRESENT

Representative Lesil McGuire, Chair
Representative Tom Anderson
Representative John Coghill
Representative Pete Kott
Representative Peggy Wilson
Representative Les Gara
Representative Max Gruenberg

MEMBERS ABSENT

All members present

COMMITTEE CALENDAR

CS FOR SENATE BILL NO. 12(STA)

"An Act relating to financial relationships with persons conducting business in or having headquarters in countries that support or ignore slavery and trafficking in persons."

- MOVED HCS CSSB 12(STA) OUT OF COMMITTEE

SENATE BILL NO. 273

"An Act relating to a motor vehicle dealer's selling or offering to sell motor vehicles as new or current models or as new or current model motor vehicles having manufacturer's warranties."

- MOVED SB 273 OUT OF COMMITTEE

CS FOR SENATE BILL NO. 249(JUD)

"An Act relating to criminal justice information."

- MOVED CSSB 249(JUD) OUT OF COMMITTEE

PREVIOUS COMMITTEE ACTION

BILL: SB 12

SHORT TITLE: LIMIT RELATIONS WITH CERTAIN NATIONS

SPONSOR(S): SENATOR(S) DYSON

01/11/05 (S) PREFILE RELEASED 12/30/04

01/11/05 (S) READ THE FIRST TIME - REFERRALS
 01/11/05 (S) STA, JUD
 02/08/05 (S) STA AT 3:30 PM BELTZ 211
 02/08/05 (S) Heard & Held
 02/08/05 (S) MINUTE(STA)
 04/14/05 (S) STA AT 3:30 PM BELTZ 211
 04/14/05 (S) Moved CSSB 12(STA) Out of Committee
 04/14/05 (S) MINUTE(STA)
 04/15/05 (S) STA RPT CS FORTHCOMING 4DP
 04/15/05 (S) DP: THERRIAULT, HUGGINS, DAVIS, ELTON
 04/18/05 (S) STA CS RECEIVED NEW TITLE
 04/26/05 (S) JUD AT 8:30 AM BUTROVICH 205
 04/26/05 (S) Moved CSSB 12(STA) Out of Committee
 04/26/05 (S) MINUTE(JUD)
 04/26/05 (S) JUD RPT CS(STA) 4DP 1NR
 04/26/05 (S) DP: SEEKINS, FRENCH, THERRIAULT,
 HUGGINS
 04/26/05 (S) NR: GUESS
 05/02/05 (S) TRANSMITTED TO (H)
 05/02/05 (S) VERSION: CSSB 12(STA)
 05/03/05 (H) READ THE FIRST TIME - REFERRALS
 05/03/05 (H) STA, JUD
 02/16/06 (H) STA AT 8:00 AM CAPITOL 106
 02/16/06 (H) Heard & Held
 02/16/06 (H) MINUTE(STA)
 02/21/06 (H) STA AT 8:00 AM CAPITOL 106
 02/21/06 (H) Heard & Held
 02/21/06 (H) MINUTE(STA)
 04/11/06 (H) STA AT 8:00 AM CAPITOL 106
 04/11/06 (H) Moved HCS CSSB 12(STA) Out of Committee
 04/11/06 (H) MINUTE(STA)
 04/12/06 (H) STA RPT HCS(STA) NT 6DP
 04/12/06 (H) DP: LYNN, GATTO, GRUENBERG, ELKINS,
 RAMRAS, SEATON
 04/21/06 (H) JUD AT 1:00 PM CAPITOL 120
 04/21/06 (H) -- Meeting Canceled --
 04/24/06 (H) JUD AT 1:00 PM CAPITOL 120

BILL: SB 273

SHORT TITLE: MOTOR VEHICLE SALES

SPONSOR(S): SENATOR(S) COWDERY

02/08/06 (S) READ THE FIRST TIME - REFERRALS
 02/08/06 (S) TRA, L&C
 02/23/06 (H) TRA AT 1:30 PM CAPITOL 17
 02/23/06 (H) -- Meeting Canceled --
 03/02/06 (S) TRA AT 2:00 PM FAHRENKAMP 203

03/02/06 (S) Moved SB 273 Out of Committee
 03/02/06 (S) MINUTE(TRA)
 03/03/06 (S) TRA RPT 4DP
 03/03/06 (S) DP: HUGGINS, THERRIault, COWDERY,
 KOOKESH
 03/16/06 (S) L&C AT 1:30 PM BELTZ 211
 03/16/06 (S) Moved SB 273 Out of Committee
 03/16/06 (S) MINUTE(L&C)
 03/17/06 (S) L&C RPT 5DP
 03/17/06 (S) DP: BUNDE, DAVIS, ELLIS, SEEKINS,
 STEVENS B
 03/20/06 (S) TRANSMITTED TO (H)
 03/20/06 (S) VERSION: SB 273
 03/22/06 (H) READ THE FIRST TIME - REFERRALS
 03/22/06 (H) L&C, JUD
 03/27/06 (H) L&C AT 3:15 PM CAPITOL 17
 03/27/06 (H) Heard & Held
 03/27/06 (H) MINUTE(L&C)
 03/29/06 (H) L&C AT 3:15 PM CAPITOL 17
 03/29/06 (H) Heard & Held
 03/29/06 (H) MINUTE(L&C)
 03/31/06 (H) L&C AT 3:15 PM CAPITOL 17
 03/31/06 (H) Moved Out of Committee
 03/31/06 (H) MINUTE(L&C)
 04/03/06 (H) L&C RPT 3DP 2NR 1AM
 04/03/06 (H) DP: LYNN, KOTT, ANDERSON;
 04/03/06 (H) NR: CRAWFORD, ROKEBERG;
 04/03/06 (H) AM: GUTTENBERG
 04/19/06 (H) JUD AT 1:00 PM CAPITOL 120
 04/19/06 (H) <Bill Hearing Postponed to 04/21/06>
 04/21/06 (H) JUD AT 1:00 PM CAPITOL 120
 04/21/06 (H) -- Meeting Canceled --
 04/24/06 (H) JUD AT 1:00 PM CAPITOL 120

BILL: SB 249

SHORT TITLE: REPORTING BAIL AND RELEASE INFORMATION

SPONSOR(S): SENATOR(S) FRENCH

01/23/06 (S) READ THE FIRST TIME - REFERRALS
 01/23/06 (S) JUD
 02/15/06 (S) JUD AT 8:30 AM BUTROVICH 205
 02/15/06 (S) Heard & Held
 02/15/06 (S) MINUTE(JUD)
 03/01/06 (S) JUD AT 8:30 AM BUTROVICH 205
 03/01/06 (S) Scheduled But Not Heard
 03/02/06 (S) JUD AT 8:30 AM BUTROVICH 205
 03/02/06 (S) Moved CSSB 249(JUD) Out of Committee

03/02/06 (S) MINUTE(JUD)
 03/03/06 (S) JUD RPT CS 5DP SAME TITLE
 03/03/06 (S) DP: SEEKINS, FRENCH, GUESS, THERRIAULT,
 HUGGINS
 03/20/06 (S) TRANSMITTED TO (H)
 03/20/06 (S) VERSION: CSSB 249(JUD)
 03/22/06 (H) READ THE FIRST TIME - REFERRALS
 03/22/06 (H) STA, JUD
 03/30/06 (H) STA AT 8:00 AM CAPITOL 106
 03/30/06 (H) Moved Out of Committee
 03/30/06 (H) MINUTE(STA)
 03/30/06 (H) STA RPT 5DP
 03/30/06 (H) DP: GARDNER, LYNN, GATTO, ELKINS,
 SEATON
 04/21/06 (H) JUD AT 1:00 PM CAPITOL 120
 04/21/06 (H) -- Meeting Canceled --
 04/24/06 (H) JUD AT 1:00 PM CAPITOL 120

WITNESS REGISTER

JASON HOOLEY, Staff
 to Senator Fred Dyson
 Senate Health, Education and Social Services Standing Committee
 Alaska State Legislature
 Juneau, Alaska
 POSITION STATEMENT: Presented SB 12 on behalf of the sponsor,
 Senator Dyson.

RYAN MAKINSTER, Staff
 to Senator John Cowdery
 Alaska State Legislature
 Juneau, Alaska
 POSITION STATEMENT: Presented SB 273 on behalf of the sponsor,
 Senator Cowdery.

CLYDE (ED) SNIFFEN, JR., Assistant Attorney General
 Commercial/Fair Business Section
 Civil Division (Anchorage)
 Department of Law (DOL)
 Anchorage, Alaska
 POSITION STATEMENT: Responded to questions during discussion of
 SB 273.

JON COOK, Legislative Director
 Alaska Auto Dealers Association (AADA)
 Anchorage, Alaska

POSITION STATEMENT: Testified in support of SB 273, and responded to questions.

CINDY SMITH, Staff
to Senator Hollis French
Alaska State Legislature
Juneau, Alaska

POSITION STATEMENT: Presented SB 249 on behalf of the sponsor, Senator French.

ACTION NARRATIVE

CHAIR LESIL McGUIRE called the House Judiciary Standing Committee meeting to order at [2:13:18 PM](#). Representatives McGuire, Wilson, Kott, Gara, Gruenberg, and Coghill were present at the call to order. Representative Anderson arrived as the meeting was in progress.

SB 12 - LIMIT RELATIONS WITH CERTAIN NATIONS

[2:13:31 PM](#)

CHAIR McGUIRE announced that the first order of business would be CS FOR SENATE BILL NO. 12(STA), "An Act relating to financial relationships with persons conducting business in or having headquarters in countries that support or ignore slavery and trafficking in persons." [Before the committee was HCS CSSB 12(STA).]

[2:13:42 PM](#)

JASON HOOLEY, Staff to Senator Fred Dyson, Senate Health, Education and Social Services Standing Committee, Alaska State Legislature, explained on behalf of the sponsor, Senator Dyson, that SB 12 addresses the international disgrace of human trafficking, which, sadly, has occurred in both the U.S. and Alaska. Senate Bill 12 references a federal report produced annually entitled, "Trafficking in Persons Report", which is published under the authority of the Trafficking Victims Protection Act and which ranks countries according their stance on sex trafficking and human trafficking. Specifically, SB 12 imposes procurement restrictions on the State's three branches of government, thereby precluding the state from entering into or maintaining financial relationships with those companies that are headquartered in the countries identified by the aforementioned report as "Tier 3" countries.

REPRESENTATIVE GARA said he sees no flaws in the bill.

MR. HOOLEY, in response to questions, relayed that the aforementioned report is published annually through the U.S. Department of State, and that according to Anchorage Police Department reports, sex trafficking rings are currently operating in Alaska - the women [and children], often from Asian countries, are promised lucrative careers but are then held in captivity and forced to do sex acts.

MR. HOOLEY, in response to another question, offered his understanding that SB 12 will have very little impact on the State's procurement process for any of the three branches of government.

[2:16:44 PM](#)

CHAIR MCGUIRE, after ascertaining that no one else wished to testify, closed public testimony on SB 12.

REPRESENTATIVE GARA asked whether the proposed procurement prohibition is optional or mandatory.

MR. HOOLEY explained that under the bill, the three branches of state government would be prohibited from procuring goods or services with any company/organization headquartered in a Tier 3 country. He added, "If the organization is not necessarily headquartered in a Tier 3 country but does business there, we may set up provisions for restricting that."

REPRESENTATIVE GARA said he wants to make sure that the procurement restrictions would apply to any company making money in a Tier 3 country.

MR. HOOLEY said that under the bill's current language, the State would not be required to cut off business with a country that merely does business in a Tier 3 country.

REPRESENTATIVE GARA relayed that he will be attempting to amend the bill on the House floor such that the procurement restrictions would also apply with regard to companies doing business in Tier 3 countries.

REPRESENTATIVE GRUENBERG relayed that in the House State Affairs Standing Committee, he'd offered an amendment to add, after the words, "that has headquarters", the phrase, ", is incorporated in, is established in, or is owned in whole or in major part by

a person residing in"; however, that amendment was not adopted, perhaps because it was felt that "maybe the ownership thing was more cumbersome."

MR. HOOLEY offered his recollection that there are a number of businesses and organizations that the State of Alaska does business with that do conduct business in, but don't have headquarters in, Tier 3 countries. For example, a lot of oil companies do business in Venezuela - a Tier 3 country.

[2:20:38 PM](#)

REPRESENTATIVE GRUENBERG said he would support "such an amendment," adding his understanding that members of the House State Affairs Standing Committee felt that his suggested change was too broad.

REPRESENTATIVE GARA indicated that he might consider adding language along the lines of, "or has a physical presence in".

REPRESENTATIVE GRUENBERG noted that some companies have headquarters in several countries.

REPRESENTATIVE GARA, in response to comments, indicated that he would consider limiting his forthcoming proposed House floor amendment to "those who have headquarters there or a physical location there as opposed to somebody who just does pass-through business."

REPRESENTATIVE COGHILL, too, raised the point that many companies have headquarters in several countries.

REPRESENTATIVE GARA, in response to comments, indicated that for him, the question is whether the state is really going to take a stand against companies that make money off of human trafficking and slavery, even if that means establishing procurement prohibitions against brand-name companies that are making substantial money in those countries.

MR. HOOLEY, in response to a question, offered his understanding that the House State Affairs Standing Committee has introduced a title change resolution pertaining to SB 12.

[2:24:52 PM](#)

REPRESENTATIVE GRUENBERG moved to report HCS CSSB 12(STA) out of committee with individual recommendations and the accompanying

fiscal notes. There being no objection, HCS CSSB 12(STA) was reported from the House Judiciary Standing Committee.

SB 273 - MOTOR VEHICLE SALES

[Contains brief discussion of HB 383.]

2:25:06 PM

CHAIR MCGUIRE announced that the next order of business would be SENATE BILL NO. 273, "An Act relating to a motor vehicle dealer's selling or offering to sell motor vehicles as new or current models or as new or current model motor vehicles having manufacturer's warranties."

2:25:13 PM

RYAN MAKINSTER, Staff to Senator John Cowdery, Alaska State Legislature, sponsor, explained on behalf of Senator Cowdery that SB 273 removes the words, "or current model" from AS 08.66.015(a); [adds a new paragraph (2) that stipulates that a dealer must also have a current sales and service agreement with the manufacturer in order to sell a vehicle as new;] and repeals AS 08.66.015(b). He indicated that the change proposed via SB 273 merely reflects current practice, since the Department of Law is not actually enforcing the current statute that prohibits a dealer from selling a used current model vehicle. Characterizing SB 273 as a consumer protection bill that all parties are comfortable with, he suggested that it will allow anyone to sell a used current model vehicle without first having to wait until the next year's model comes out.

2:28:02 PM

REPRESENTATIVE GARA relayed that he is considering offering the following proposed amendment, labeled 24-LS1607\G.2, Bannister, 4/24/06:

Page 1, line 3, following "warranties":

Insert "; relating to the disclosures required for certain motor vehicle transactions; and relating to the financing of motor vehicle purchases"

Page 1, following line 11:

Insert new bill sections to read:

"* **Sec. 2.** AS 45.25.610(c) is amended to read:

(c) If a motor vehicle dealer arranges financing for a buyer, the motor vehicle dealer may deliver the motor vehicle to the buyer before final approval by the financing entity if

(1) the buyer and seller sign an agreement separate from the motor vehicle installment contract on an 8 1/2 x 11 inch sheet of paper that clearly and conspicuously informs the buyer that final financing arrangements have not yet been approved and that clearly sets out the amount that will be financed, the annual percentage rate of the finance charge, the amount of the finance charge, the number and frequency of payments, and the amount of each payment;

(2) the separate agreement in (1) of this subsection clearly and conspicuously informs the buyer that accepting delivery of the vehicle before final financing approval obligates the buyer to terms of the motor vehicle sales contract if the terms on the separate agreement are identical to the terms finally approved by the financing entity; [AND]

(3) the motor vehicle dealer complies with the disclosure requirements of (f) of this section; and

(4) the separate agreement in (1) of this subsection provides that the separate agreement, the motor vehicle sales contract, and any and all other conditions of the purchase will be void if any of the terms contained in the separate agreement are changed by either the motor vehicle dealer or the financing institution as a condition of sale or final financing approval.

* **Sec. 3.** AS 45.25.610 is amended by adding a new subsection to read:

(f) In addition to the other requirements of this section, if a motor vehicle dealer arranges financing for a proposed buyer or offers financing to a proposed buyer, the dealer shall disclose in writing and before the sale is finalized

(1) whether the interest rate quoted to the proposed buyer is different than the interest rate charged to the dealer; and

(2) that the interest rate quoted to the buyer may not be the lowest interest rate available."

Renumber the following bill section accordingly.

REPRESENTATIVE GARA indicated that this proposed amendment is intended to address a practice among some car dealers and banks wherein the bank charges the dealer a lower interest rate than the dealer in turn charges the consumer for arranging financing and the difference between the two rates is split between the bank and dealer and is called a "dealer reserve." The proposed amendment would require the consumer to be notified if the dealer will be keeping a portion of the interest being charged, thus providing the consumer with the opportunity to perhaps consider alternative financing.

MR. MAKINSTER relayed that the sponsor would not be in favor of such a change.

[2:32:34 PM](#)

REPRESENTATIVE GRUENBERG indicated that he is concerned with the provision that would delete AS 08.66.015(b) - even though some of its language is being retained in proposed AS 08.66.015(a)(2) - because presumably it offers protection to the consumer; AS 08.66.015(b) currently reads:

(b) A person who does business as a dealer in the state may not offer to sell or sell a motor vehicle as a new or current model motor vehicle having a manufacturer's warranty unless

(1) the dealer has a current sales and service agreement with the manufacturer and the agreement requires the dealer, upon demand of the motor vehicle buyer, to perform or arrange for, within a reasonable distance of the dealer's place of business in the state, the repair and replacement work required of the manufacturer under the warranty; or

(2) the dealer offers to give the buyer a rebate to cover the repair and replacement work that the dealer cannot perform or arrange for within a reasonable distance of the dealer's place of business.

REPRESENTATIVE GRUENBERG surmised that if the bill passes as currently written so that that language is deleted from statute, any sales and service agreement might no longer require that any repair and replacement work be performed within a reasonable distance from the dealer's place of business, nor would there any longer be a requirement that the dealer give a rebate to the buyer to cover the cost of the repair and replacement work if such work cannot be performed within a reasonable distance from the dealer's place of business. He suggested that the lack

of these requirements could prove costly to the consumer, and hence, as a practical matter, they should be considered to be important consumer protection provisions.

REPRESENTATIVE GRUENBERG, in response to comments, pointed out that aside from AS 08.66.015(b), no other statute stipulates that a sales and service agreement between a manufacturer and dealer must contain the aforementioned requirements; therefore, even if all such current agreements do contain those requirements, future agreements could be different. He mentioned that he has seen many instances in which consumer protections are watered down, adding that in his view, therefore, simply deleting AS 08.66.015(b) would not provide for adequate consumer protection.

[2:40:52 PM](#)

CLYDE (ED) SNIFFEN, JR., Assistant Attorney General, Commercial/Fair Business Section, Civil Division (Anchorage), Department of Law (DOL), in response to questions and comments, attempted to clarify that once a new vehicle is sold, it loses the [manufacturer's certificate of origin], thus making it impossible, under the current statutory language, for a dealer to sell a used current model vehicle. Deletion of the words, "or current model" from AS 08.66.015(a) should rectify this situation. In response to further questions, he indicated that simply removing the words, "or current model" from AS 08.66.015(b) as well would then prohibit a dealer from selling a new vehicle unless he/she were able to perform service work.

MR. SNIFFEN went on to say:

Every modern sales and service agreement between a dealer and a manufacturer requires that the [dealer] perform that work already, so it didn't seem to make sense to remove the phrase, ["or current model"] and then leave the rest of [subsection (b)] in, because it just didn't have any application.

MR. SNIFFEN explained that simply altering subsection (b) in an attempt to provide the aforementioned consumer protections would essentially require used car dealers to offer repair services to consumers who buy current model used vehicles - a very narrow and specific type of used car. It made more sense, therefore, to simply make changes as proposed by SB 273.

REPRESENTATIVE GRUENBERG offered his belief that simply removing the phrase, "or current model" from both AS 08.66.015(a) and AS 08.66.015(b) would solve the problem as stated by Mr. Makinster. He then posed a question regarding the agreements and contracts.

MR. SNIFFEN said that the contracts he's viewed don't have any provisions for rebate because they instead have the provisions regarding the sales and service agreements between the manufacturer and the dealer, agreements that require the dealer to have a facility to make repairs.

[2:47:54 PM](#)

REPRESENTATIVE GRUENBERG opined that AS 08.66.015 as currently written gives Alaska consumers more protection than they would have under the bill, because under current law, the rebate provision would give consumers in remote areas of the state the option of possibly receiving a rebate for the purpose of having repairs done locally. He is therefore reluctant to see AS 08.66.015(b) deleted because although the dealer will benefit, the consumer will pay more.

MR. SNIFFEN pointed out, though, that under current law, any repair or replacement work must be done within a reasonable distance of the dealer's place of business - not the buyer's residence; deleting subsection (b) will not result in a reduction in consumer protection because even currently consumers who live in remote areas are not entitled to a rebate.

REPRESENTATIVE GRUENBERG suggested having something in the law that prohibits franchise agreements from being changed.

MR. SNIFFEN acknowledged that there is always the risk - though minimal - that a manufacture and a dealer might change the terms of their franchise agreement so that the dealer would not be required to perform specific warranty repairs, but he has never seen that happen and he does not know that as a consumer he would be willing to do business with such a dealer.

REPRESENTATIVE GRUENBERG said it seems that although, in the legal sense, the consumer is a third party beneficiary of such a contract - the franchise agreement - there is nothing prohibiting the dealer and manufacturer from changing it, even for an existing vehicle, and thus the consumer would have no cause of action.

MR. SNIFFEN explained that the consumer would always have the ability to bring a private cause of action for breach of contract or perhaps product liability claim and tort, but under AS 08.66.015, if the dealer sold the vehicle as a new vehicle, the dealer would be required to have that franchise agreement in place that included a sales and service agreement which in turn would require the dealer to repair the vehicle.

REPRESENTATIVE GRUENBERG reiterated that he is uncomfortable with repealing AS 08.66.015(b), and indicated that he would instead prefer to simply remove the phrase, "or current model motor vehicle" from both AS 08.66.015(a) and AS 08.66.015(b) as a way of curing the problem.

REPRESENTATIVE WILSON pointed out that the words, "motor vehicle" should be left in.

REPRESENTATIVE GRUENBERG concurred.

MR. MAKINSTER relayed that when [a similar change] was proposed in the House Labor and Commerce Standing Committee, the sponsor was not comfortable with it.

REPRESENTATIVE ANDERSON concurred, and recommended keeping the bill as is.

[2:55:36 PM](#)

JON COOK, Legislative Director, Alaska Auto Dealers Association (AADA), relayed that the AADA supports the passage of SB 273 as it is currently written, and opined that the bill will benefit both new and used car dealers as well as consumers. The AADA has been working on this issue for two years, and has submitted a letter of support to the committee. Under current law, as a dealer, he is prohibited from selling current model used vehicles until August of the following year; fortunately, the DOL has chosen not to enforce that law, but dealers don't like being in technical violation of the law regardless and so have sought to have AS 08.66.015 changed.

MR. COOK mentioned that SB 273 will still require those who sell new vehicles to have a current sales and service agreement with the manufacturer, and that he has four such agreements, all of which require him to provide service to the customer. He summarized by saying that used car dealers, new car dealers, and the DOL are all fairly happy with the current language of the

bill, and he therefore urges the committee to support the passage of SB 273.

REPRESENTATIVE GARA asked Mr. Cook to comment on his proposed amendment regarding the issue of "dealer reserve".

MR. COOK indicated that he'd testified on that issue on behalf of the AADA during discussion of HB 383 in the House State Affairs Standing Committee, outlined some of the problems he sees with HB 383, and expressed a preference for keeping SB 273 simple and focused on the one issue it is designed to address.

[Following was further brief discussion on HB 383.]

MR. COOK, in response to a question regarding the proposed deletion of subsection (b), suggested that subsection (b) could prove problematic if its language became the subject of litigation, and pointed out that current dealer agreements already stipulate the same requirements as listed in AS 08.66.015(b)(1). Furthermore, even if a manufacturer were to change the sales and service agreement it has with the dealer, the manufacturer would still have to honor the warranties of vehicles purchased while the previous sales and service agreement was in effect.

[3:08:15 PM](#)

REPRESENTATIVE GRUENBERG pondered whether they should simply put the language of the franchise agreement in statute.

MR. COOK noted that all of the sales and service agreements he currently has with manufacturers have slightly different wording.

MR. SNIFFEN, in response to a question, verified that the DOL is responsible for enforcing AS 08.66.015(b).

REPRESENTATIVE GRUENBERG opined that AS 08.66.015(b) provides important practical protection for the consumer.

CHAIR MCGUIRE, after ascertaining that no one else wished to testify, closed public testimony on SB 273.

REPRESENTATIVE GARA relayed that he would not be offering his proposed amendment at this time.

[3:10:54 PM](#)

REPRESENTATIVE GRUENBERG made a motion to adopt Conceptual Amendment 1, to rewrite the bill such that it only deleted the phrase, "or current model" from both AS 08.66.015(a) and AS 08.66.015(b). This change, he suggested, would address the sponsor's concern while retaining existing consumer protections.

REPRESENTATIVE ANDERSON objected.

REPRESENTATIVE GARA opined that it would be alright to get rid of subsection (b) because all the cars that would be sold under AS 08.66.015 would come with the manufacturer's warranty.

REPRESENTATIVE GRUENBERG suggested that it's up to the dealer whether to follow AS 08.66.015(b)(1) or AS 08.66.015(b)(2).

REPRESENTATIVE GARA said he is not convinced of the need for Conceptual Amendment 1.

[3:15:12 PM](#)

A roll call vote was taken. Representatives Gruenberg voted in favor of Conceptual Amendment 1. Representatives Gara, McGuire, Coghill, Wilson, Anderson, and Kott voted against it. Therefore, Conceptual Amendment 1 failed by a vote of 1-6.

[3:15:41 PM](#)

REPRESENTATIVE ANDERSON moved to report SB 273 out of committee with individual recommendations and the accompanying zero fiscal note. There being no objection, SB 273 was reported from the House Judiciary Standing Committee.

SB 249 - REPORTING BAIL AND RELEASE INFORMATION

[3:16:00 PM](#)

CHAIR MCGUIRE announced that the final order of business would be CS FOR SENATE BILL NO. 249(JUD), "An Act relating to criminal justice information."

[3:16:22 PM](#)

CINDY SMITH, Staff to Senator Hollis French, Alaska State Legislature, sponsor, explained on behalf of Senator French that in June of 2005, a domestic violence call in his district to the police resulted in a hostage situation wherein a shot was fired

at the police and a SWAT unit was brought into the neighborhood before order was eventually restored. Some days later, a neighbor noticed the defendant back in the neighborhood near the house [where the hostage situation occurred]; the neighbor knew that the man had been ordered to stay away as a condition of bail, but when she called the police the response was that they didn't have access to the conditions of bail and so had no legal way of telling the man he couldn't be there.

MS. SMITH said that in subsequent meetings with court and public safety officials, it became clear that an interagency group has started the process of providing important public safety data in a way that law enforcement agencies can access. [To further those efforts], Senator French has introduced SB 249 to ensure that conditions of bail are specifically provided for as part of the criminal justice information system since those orders often restrict otherwise legal behavior such as driving a car or being in a particular physical location. The Senate Judiciary Standing Committee added a provision to also include, for similar reasons, conditions of probation and parole. The bill does not seek to establish a particular timeline; rather, it seeks to ensure that over time, these specific issues are addressed. She relayed that the agencies affected have no objections to the bill.

CHAIR McGUIRE, after ascertaining that no one else wished to testify, closed public testimony on SB 249.

[3:18:02 PM](#)

REPRESENTATIVE ANDERSON moved to report CSSB 249(JUD) out of committee with individual recommendations and the accompanying fiscal notes. There being no objection, CSSB 249(JUD) was reported from the House Judiciary Standing Committee.

ADJOURNMENT

There being no further business before the committee, the House Judiciary Standing Committee meeting was adjourned at 3:19 p.m.