

By: Patterson

H.B. No. 495

A BILL TO BE ENTITLED

1 AN ACT  
2 relating to the deceptive trade practice of providing false or  
3 misleading information regarding the health of an animal being sold  
4 or offered for sale.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Section 17.46(b), Business & Commerce Code, is  
7 amended to read as follows:

8 (b) Except as provided in Subsection (d) of this section,  
9 the term "false, misleading, or deceptive acts or practices"  
10 includes, but is not limited to, the following acts:

- 11 (1) passing off goods or services as those of another;
- 12 (2) causing confusion or misunderstanding as to the  
13 source, sponsorship, approval, or certification of goods or  
14 services;
- 15 (3) causing confusion or misunderstanding as to  
16 affiliation, connection, or association with, or certification by,  
17 another;
- 18 (4) using deceptive representations or designations  
19 of geographic origin in connection with goods or services;
- 20 (5) representing that goods or services have  
21 sponsorship, approval, characteristics, ingredients, uses,  
22 benefits, or quantities which they do not have or that a person has  
23 a sponsorship, approval, status, affiliation, or connection which  
24 the person does not;

1           (6) representing that goods are original or new if  
2 they are deteriorated, reconditioned, reclaimed, used, or  
3 secondhand;

4           (7) representing that goods or services are of a  
5 particular standard, quality, or grade, or that goods are of a  
6 particular style or model, if they are of another;

7           (8) disparaging the goods, services, or business of  
8 another by false or misleading representation of facts;

9           (9) advertising goods or services with intent not to  
10 sell them as advertised;

11           (10) advertising goods or services with intent not to  
12 supply a reasonable expectable public demand, unless the  
13 advertisements disclosed a limitation of quantity;

14           (11) making false or misleading statements of fact  
15 concerning the reasons for, existence of, or amount of price  
16 reductions;

17           (12) representing that an agreement confers or  
18 involves rights, remedies, or obligations which it does not have or  
19 involve, or which are prohibited by law;

20           (13) knowingly making false or misleading statements  
21 of fact concerning the need for parts, replacement, or repair  
22 service;

23           (14) misrepresenting the authority of a salesman,  
24 representative or agent to negotiate the final terms of a consumer  
25 transaction;

26           (15) basing a charge for the repair of any item in  
27 whole or in part on a guaranty or warranty instead of on the value of

1 the actual repairs made or work to be performed on the item without  
2 stating separately the charges for the work and the charge for the  
3 warranty or guaranty, if any;

4 (16) disconnecting, turning back, or resetting the  
5 odometer of any motor vehicle so as to reduce the number of miles  
6 indicated on the odometer gauge;

7 (17) advertising of any sale by fraudulently  
8 representing that a person is going out of business;

9 (18) advertising, selling, or distributing a card  
10 which purports to be a prescription drug identification card issued  
11 under Section [4151.152](#), Insurance Code, in accordance with rules  
12 adopted by the commissioner of insurance, which offers a discount  
13 on the purchase of health care goods or services from a third party  
14 provider, and which is not evidence of insurance coverage, unless:

15 (A) the discount is authorized under an agreement  
16 between the seller of the card and the provider of those goods and  
17 services or the discount or card is offered to members of the  
18 seller;

19 (B) the seller does not represent that the card  
20 provides insurance coverage of any kind; and

21 (C) the discount is not false, misleading, or  
22 deceptive;

23 (19) using or employing a chain referral sales plan in  
24 connection with the sale or offer to sell of goods, merchandise, or  
25 anything of value, which uses the sales technique, plan,  
26 arrangement, or agreement in which the buyer or prospective buyer  
27 is offered the opportunity to purchase merchandise or goods and in

1 connection with the purchase receives the seller's promise or  
2 representation that the buyer shall have the right to receive  
3 compensation or consideration in any form for furnishing to the  
4 seller the names of other prospective buyers if receipt of the  
5 compensation or consideration is contingent upon the occurrence of  
6 an event subsequent to the time the buyer purchases the merchandise  
7 or goods;

8 (20) representing that a guaranty or warranty confers  
9 or involves rights or remedies which it does not have or involve,  
10 provided, however, that nothing in this subchapter shall be  
11 construed to expand the implied warranty of merchantability as  
12 defined in Sections 2.314 through 2.318 and Sections 2A.212 through  
13 2A.216 to involve obligations in excess of those which are  
14 appropriate to the goods;

15 (21) promoting a pyramid promotional scheme, as  
16 defined by Section 17.461;

17 (22) representing that work or services have been  
18 performed on, or parts replaced in, goods when the work or services  
19 were not performed or the parts replaced;

20 (23) filing suit founded upon a written contractual  
21 obligation of and signed by the defendant to pay money arising out  
22 of or based on a consumer transaction for goods, services, loans, or  
23 extensions of credit intended primarily for personal, family,  
24 household, or agricultural use in any county other than in the  
25 county in which the defendant resides at the time of the  
26 commencement of the action or in the county in which the defendant  
27 in fact signed the contract; provided, however, that a violation of

1 this subsection shall not occur where it is shown by the person  
2 filing such suit that the person neither knew or had reason to know  
3 that the county in which such suit was filed was neither the county  
4 in which the defendant resides at the commencement of the suit nor  
5 the county in which the defendant in fact signed the contract;

6 (24) failing to disclose information concerning goods  
7 or services which was known at the time of the transaction if such  
8 failure to disclose such information was intended to induce the  
9 consumer into a transaction into which the consumer would not have  
10 entered had the information been disclosed;

11 (25) using the term "corporation," "incorporated," or  
12 an abbreviation of either of those terms in the name of a business  
13 entity that is not incorporated under the laws of this state or  
14 another jurisdiction;

15 (26) selling, offering to sell, or illegally promoting  
16 an annuity contract under Chapter 22, Acts of the 57th Legislature,  
17 3rd Called Session, 1962 (Article 6228a-5, Vernon's Texas Civil  
18 Statutes), with the intent that the annuity contract will be the  
19 subject of a salary reduction agreement, as defined by that Act, if  
20 the annuity contract is not an eligible qualified investment under  
21 that Act;

22 (27) subject to Section 17.4625, taking advantage of a  
23 disaster declared by the governor under Chapter 418, Government  
24 Code, or by the president of the United States by:

25 (A) selling or leasing fuel, food, medicine,  
26 lodging, building materials, construction tools, or another  
27 necessity at an exorbitant or excessive price; or

1 (B) demanding an exorbitant or excessive price in  
2 connection with the sale or lease of fuel, food, medicine, lodging,  
3 building materials, construction tools, or another necessity;

4 (28) using the translation into a foreign language of  
5 a title or other word, including "attorney," "immigration  
6 consultant," "immigration expert," "lawyer," "licensed," "notary,"  
7 and "notary public," in any written or electronic material,  
8 including an advertisement, a business card, a letterhead,  
9 stationery, a website, or an online video, in reference to a person  
10 who is not an attorney in order to imply that the person is  
11 authorized to practice law in the United States;

12 (29) delivering or distributing a solicitation in  
13 connection with a good or service that:

14 (A) represents that the solicitation is sent on  
15 behalf of a governmental entity when it is not; or

16 (B) resembles a governmental notice or form that  
17 represents or implies that a criminal penalty may be imposed if the  
18 recipient does not remit payment for the good or service;

19 (30) delivering or distributing a solicitation in  
20 connection with a good or service that resembles a check or other  
21 negotiable instrument or invoice, unless the portion of the  
22 solicitation that resembles a check or other negotiable instrument  
23 or invoice includes the following notice, clearly and conspicuously  
24 printed in at least 18-point type:

25 "SPECIMEN-NON-NEGOTIABLE";

26 (31) in the production, sale, distribution, or  
27 promotion of a synthetic substance that produces and is intended to

1 produce an effect when consumed or ingested similar to, or in excess  
2 of, the effect of a controlled substance or controlled substance  
3 analogue, as those terms are defined by Section 481.002, Health and  
4 Safety Code:

5 (A) making a deceptive representation or  
6 designation about the synthetic substance; or

7 (B) causing confusion or misunderstanding as to  
8 the effects the synthetic substance causes when consumed or  
9 ingested;

10 (32) a licensed public insurance adjuster directly or  
11 indirectly soliciting employment, as defined by Section 38.01,  
12 Penal Code, for an attorney, or a licensed public insurance  
13 adjuster entering into a contract with an insured for the primary  
14 purpose of referring the insured to an attorney without the intent  
15 to actually perform the services customarily provided by a licensed  
16 public insurance adjuster, provided that this subdivision may not  
17 be construed to prohibit a licensed public insurance adjuster from  
18 recommending a particular attorney to an insured;

19 (33) owning, operating, maintaining, or advertising a  
20 massage establishment, as defined by Section 455.001, Occupations  
21 Code, that:

22 (A) is not appropriately licensed under Chapter  
23 455, Occupations Code, or is not in compliance with the applicable  
24 licensing and other requirements of that chapter; or

25 (B) is not in compliance with an applicable local  
26 ordinance relating to the licensing or regulation of massage  
27 establishments; [~~or~~]

1           (34) a warrantor of a vehicle protection product  
2 warranty using, in connection with the product, a name that  
3 includes "casualty," "surety," "insurance," "mutual," or any other  
4 word descriptive of an insurance business, including property or  
5 casualty insurance, or a surety business; or

6           (35) knowingly selling or offering for sale an animal  
7 that the seller knows is sick without disclosing the existence and  
8 extent of the sickness, knowingly providing false or misleading  
9 health records of an animal in connection with the sale or offer for  
10 sale of the animal, or knowingly providing false or misleading  
11 information regarding health screenings given to an animal being  
12 sold or offered for sale.

13           SECTION 2. The change in law made by this Act applies only  
14 to an act or practice that occurs on or after the effective date of  
15 this Act. An act or practice that occurs before the effective date  
16 of this Act is governed by the law in effect on the date the act or  
17 practice occurred, and the former law is continued in effect for  
18 that purpose.

19           SECTION 3. This Act takes effect September 1, 2025.