

# **Montgomery Bar Association**

## **HIGH SCHOOL**

## **STEPPING OUT**

*2002 Edition*

This booklet is being made available to you by the Montgomery Bar Foundation and the Young Lawyers Section of the Montgomery Bar Association. If more copies are needed or you would like to have a speaker address a classroom or meeting in conjunction with this publication, please call Nancy Paul, Executive Director, at (610) 279-9660, Ext. 202. We hope you will find this information helpful.

### **2002 Montgomery Bar Foundation Officers and Directors**

President  
J. Scott Maxwell  
Vice President  
Marc R. Steinberg  
Secretary  
John R. Howland  
Treasurer  
William H. Pugh, V

Theodore P. Barry, Esq.  
Kathy Brandon  
Virginia A. Frantz  
Keith McLennan, Esq.  
Samuel D. Miller, III, Esq.  
J. Edmund Mullin, Esq.  
Nancy R. Paul  
Mark C. Schultz, Esq.  
Harvey F. Strauss, Esq.  
John Webber  
Cheryl Young, Esq.

### **2002 Montgomery Bar Association Young Lawyers Section**

Theodore P. Barry, Esq., Chair  
Bernadette A. Kearney, Esq., Vice-Chair  
Paulyne A. Gardner, Esq., Secretary  
Matthew T. Wilkov, Esq., Treasurer

Special acknowledgement and credit is given to the Berks County Bar Association, who originated the Stepping Out project upon which this booklet and program are based.

Berks County Bar Association  
All Rights Reserved

# Contents

<b>INTRODUCTION</b> .....	<b>4</b>
<b>CONTRACTS</b> .....	<b>4</b>
<i>Warranties</i> .....	<b>4</b>
<i>Buying a Car</i> .....	<b>5</b>
<i>Financing</i> .....	<b>5</b>
<i>Shopping at Home</i> .....	<b>6</b>
<b>CONSUMER CREDIT</b> .....	<b>6</b>
<i>Credit and Debit Cards</i> .....	<b>6</b>
<i>Borrowing Money and Applying for Credit</i> .....	<b>7</b>
<i>Bankruptcy</i> .....	<b>8</b>
<b>RENTING AN APARTMENT</b> .....	<b>8</b>
<i>Entering Into and Living With Your Lease</i> .....	<b>8</b>
<i>Ending Your Lease</i> .....	<b>9</b>
<i>A Word About Discrimination</i> .....	<b>10</b>
<b>FAMILY MATTERS</b> .....	<b>10</b>
<i>Getting Married</i> .....	<b>10</b>
<i>Divorce</i> .....	<b>10</b>
<i>Children</i> .....	<b>11</b>
<i>Protection From Abuse</i> .....	<b>11</b>
<b>ASSISTANCE AGENCIES</b> .....	<b>12</b>
<i>Employment: Wages</i> .....	<b>12</b>
<i>Employment: Discrimination</i> .....	<b>12</b>
<i>Consumer Protection: General</i> .....	<b>12</b>
<i>Family Law Enforcement Agencies</i> .....	<b>12</b>
<i>Residential Matters</i> .....	<b>12</b>
<i>Legal Aid Agencies</i> .....	<b>12</b>
<b>SMALL CLAIMS COURT</b> .....	<b>13</b>
<i>Personal Injuries and Property Damage</i> .....	<b>14</b>
<i>A Word About Legal Fees</i> .....	<b>15</b>
<i>Workmen’s Compensation</i> .....	<b>15</b>
<b>DRIVING UNDER THE INFLUENCE</b> .....	<b>16</b>
<i>A Word About Controlled Substances</i> .....	<b>17</b>
<b>VOTING</b> .....	<b>17</b>
<b>SELECTIVE SERVICE REGISTRATION</b> .....	<b>18</b>
<b>INCOME TAXATION</b> .....	<b>18</b>
<b>EMPLOYEE BENEFITS</b> .....	<b>19</b>

STEPPING OUT HAS BEEN WRITTEN FOR GENERAL INFORMATIONAL PURPOSES AND SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. LEGAL ADVICE SHOULD BE GIVEN ONLY UPON CONSIDERATION OF FACTS PARTICULAR TO AN INDIVIDUAL CASE AND THE LAW APPLICABLE TO IT. FOR THIS REASON, WE RECOMMEND STRONGLY THAT YOU CONSULT WITH YOUR ATTORNEY REGARDING ANY LEGAL PROBLEM BEFORE TAKING ANY ACTION. THE CONTRIBUTORS TO STEPPING OUT HAVE ATTEMPTED TO ACCURATELY SUMMARIZE CERTAIN AREAS OF THE LAW AS IT EXISTED IN MARCH 2002. HOWEVER, THE BOOKLET IS NOT INTENDED TO SURPLANT THE SPECIFIC ADVICE OF YOUR ATTORNEY AFTER CONSULTATION ON THE SPECIFIC FACTS

OF YOUR CASE. THE BERKS COUNTY BAR ASSOCIATION, THE PENNSYLVANIA BAR ASSOCIATION AND THE LOCAL BAR ASSOCIATIONS IN THE COMMONWEALTH OF PENNSYLVANIA, ITS OFFICERS, EMPLOYEES AND MEMBERS SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY FOR ACTIONS TAKEN OR OMISSIONS MADE IN RELIANCE ON THE STATEMENTS MADE IN *STEPPING OUT*.

## **INTRODUCTION**

When you step out of high school, will you step into a job, more education, marriage or a combination of the three? Whatever your destination, you will probably be 18 years old when you begin. Eighteen may be more challenging than you think because at this age you are a legal" adult, but not fully independent. Although you can now vote, marry without your parents' consent, make contracts and be treated like an adult in court, you may not drink alcoholic beverages. What's more, your parents will continue to have a guiding, supportive place in your life.

With your newly acquired rights, you have certain duties and may oblige yourself legally to others more than you realize. The Young Lawyers' Section of the Berks County Bar Association originated this booklet to answer some legal questions and to raise many more. Knowing the answers is now less important than learning how to ask the questions. How do you borrow money? How can you avoid getting "burned" with an apartment lease? Where do you go to vote?

The articles in *Stepping Out* are arranged with a view toward four kinds of relationships: (1) contractual (Promises, Promises); (2) personal (Close to Home); (3) adversarial (Getting Stuck [and Unstuck] ); and (4) the individual in a nation (Making It Work). Be sure to look at the assistance agencies in the "Local Information" section for help in answering questions *Stepping Out* doesn't answer. If you ever have a serious legal question, don't hesitate to visit an attorney.

## **CONTRACTS**

Have you ever thought about buying a car or renting a VCR or DVD player? The person who sells or rents these items will be much more likely to do business with you when you are 18 years old than when you were younger for two reasons. First, you will probably have a job or some other means to pay the merchant. Second, Pennsylvania courts of law will hold you responsible for your promise to pay.

You and the merchant will have entered into a contract agreement that creates legally enforceable obligations. Because the merchant regularly sells cars or VCRs he will know how to prove your obligations to him. He will have you sign your name to a written contract. Then, if you don't pay as agreed for the car or VCR, the merchant will get a district justice or court of common pleas judgment against you. Because you are 18 years old, the judge or justice could demand that you pay the value of the car or VCR, rather than simply allowing you to return it.

What obligations does the merchant have to you? That depends on whether the contract is to buy or rent something, whether that thing is land or something else, and whether you will use it in a business or for personal, family or household purposes. Most agreements you make in the next several years will probably be to buy items for your personal, family or household use. In that case, you would be a buyer of "consumer goods", examples of which are cars, stereos, hair dryers and furniture. The law protects you, the buyer, by giving merchants of consumer goods special obligations.

### ***Warranties***

In addition to the promises the merchant makes to you, the law implies a certain warranty in your contract the warranty of merchantability. To be merchantable, the goods must be fit for the ordinary purposes for which such goods are normally used. For example, a stereo must play music as well as similar stereos do. If it doesn't, you have the right to demand a remedy from the merchant. The merchant can avoid this duty before the sale

if he provides you with a written statement saying that the stereo is being sold "AS IS," "WITH ALL FAULTS" or something similar.

Merchants don't have to give you a written warranty. However, if you buy a consumer item that costs more than \$10 and you do receive a written warranty, it must say whether it is a "full" or "limited" warranty. You should read the warranty carefully because it is part of your bargain.

With a "full" warranty, the warrantor:

- (1) must fix the item within a reasonable time and without charge if it is defective or not in the condition it was warranted to be;
- (2) may not limit the time during which the warranty of merchantability or other implied warranty is in effect;
- (3) may limit the kind of remedy you can get for harm resulting from the defect by stating so in bold face print; and
- (4) must allow you to choose a replacement or refund if the item continues to be defective after the merchant makes a reasonable number of attempts to fix it.

A limited warranty doesn't provide all of these promises, and the warrantor can choose which ones he wishes to leave out.

### ***Buying a Car***

When you buy and register a new car in Pennsylvania, the "Pennsylvania Lemon Law" imposes special warranties on the manufacturer. The manufacturer must repair a substantial defect in the car at no cost to you if you notice it and request repair during the first year of ownership or during the first 12,000 miles. If the manufacturer tries to fix the car three times but fails, or if you can't use the car because of the defect for a total of 30 days during the warranty period, you can choose either a replacement or a refund.

How do you force the manufacturer to fulfill these implied promises? You must follow the dispute settlement procedure the manufacturer sets up. Then, if you are still dissatisfied, you can get a court to order the warrantor to pay you for the losses you have suffered.

When you buy a used car, the law implies obligations in addition to the promises made by the used car dealer. He must either satisfy the warranty of merchantability talked about earlier, or disclaim it in writing. If you buy a car "as is," be careful! The dealer is saying that he is not warranting anything. He must tell you how many miles the car has traveled as indicated by the odometer. If the dealer knows or should know that the odometer doesn't accurately show how far the car has traveled, he must warn you not to rely on it. The used car dealer must also tell you in writing the year, make, and identification number of the car.

Be careful when you buy a used car from someone who doesn't regularly deal in them! In that case, there is no implied warranty of merchantability. The seller must, however, give the other information required of used car dealers. Take the car to a licensed inspection station to find out whether it will cost anything to pass state vehicle inspection.

### ***Financing***

How will you pay for a car, new or used? Most likely, you will borrow money from a bank or other lending institution, or you will agree to pay the merchant over a period of time. In either case, the merchant or lender will take a "security interest" in the car, giving him the right to repossess or take the car if you fail to pay for it as agreed.

If you borrow from a lender, you will have to sign a "promissory note," which is your written promise to pay. You have the right to know the total cost of the loan, including interest.

If you agree to pay the merchant over a period of time, he will demand that you sign an installment sale agreement, which contains the terms of the car sale and the financing. The installment sale agreement will contain some of the information required of the lender plus information about the cash price and credit of your down payment or trade-in.

### ***Shopping at Home***

Sometimes merchants come to your home to sell you consumer goods or services. These door-to-door sales could be for vacuum cleaners, books or house painting. If you choose to buy something costing \$25 or more, you must receive a fully completed receipt or contract giving the date, the seller's name and a notice of your right to cancel. Even if you don't receive the notice, you may cancel such a contract by writing to the seller within three business days.

Did you ever receive a book or piece of jewelry you never ordered? You have the right to refuse it, or you may keep it (unless it has obviously been ordered by someone else). If a charitable organization sends something, you may keep it, and you need not contribute, although you may choose to do so. In this situation, there is no agreement to sell, and you cannot be forced to pay for the item.

## **CONSUMER CREDIT**

How many times have you passed an automatic teller machine of one of the local banks? They certainly do seem to be sprouting up all over the place! Did you know that you can borrow money through these machines? Today, it is easier than ever to use a small plastic card to get money or to buy things on credit. The larger the credit industry grows, the more likely you will be to borrow money and use credit cards. You should know something about how the law affects your credit and what you owe people and businesses.

### ***Credit and Debit Cards***

It is now easy to get credit cards. There are two basic kinds of credit cards. First, many national and local department stores issue credit cards to allow you to charge your purchases of their goods. You are simply agreeing to pay later for the merchandise you are buying today. Second, many banks issue cards (such as Visa or MasterCard) that allow you to buy goods on credit from any store that honors the card. Each time you use one of these bank cards, you are borrowing money from the bank to pay for your purchases.

Be careful in your use of credit cards! It is very easy to buy things you cannot really afford by putting the charge on your little piece of plastic and forgetting about it until the bill comes next month. Interest is added to your unpaid credit card balance each month. The charges and interest can add up quickly. If this happens, you can get into financial trouble.

If you lose your credit cards or they are stolen, you are legally responsible up to a maximum of \$50 per card that someone might charge on your cards. Even if someone else charges hundreds of dollars on one of your cards, you are only responsible for \$50 per card. But, if you have five, six or more cards, that can really add up! If you immediately notify, by telephone, the bank or store that issued you the card, you will be responsible for no further charges, regardless of how much the unauthorized person runs up the bill. Keep the telephone numbers of your credit card banks and stores available, just in case. Follow up your telephone call with a letter confirming your conversation.

Some banks issue debit cards such as the MAC cards. Use of debit cards is not borrowing because using the card causes an immediate transfer of money from your bank account to the merchant's bank account. If you do not have enough money in your account, the debit card will "bounce" and the merchant will not sell you the goods. You do

not need to be concerned with paying a large bill at sometime in the future; but you must keep track of your use of a debit card because it reduces the amount of money in your account that you can withdraw or use to pay a check.

Sometimes the credit or debit card company makes a mistake in your bill. Call them and discuss the problem with them. Do not simply ignore it or refuse to pay the bill. Perhaps you can resolve the problem. If you cannot, consult your local Chamber of Commerce or Better Business Bureau.

### ***Borrowing Money and Applying for Credit***

No one may discriminate against you because of your race, religion, nationality, sex, marital status, or age (if you are over 18). Your lender may not ask about your marital plans or whether you plan to have children.

Your lender must tell you how much it will cost you to borrow money or use a credit card. Many lenders set up their interest rates, finance charges and payment terms in different ways. By law, these different terms must be blended together into an annual percentage so that you can compare lender by lender to get the best rate. Watch out also for varying "application" fees and "points" or loan origination fees that can be charged against you. You have a right to know about them in advance.

Your lender must tell you in writing whether your application for a loan was accepted or denied. If it was denied, your lender must tell you why. If he does not tell you why your application was rejected, you should demand an explanation immediately. The lender must answer you. Sometimes lenders make mistakes, and your questioning them might get them to look again and grant your application. Also, you might learn why you were rejected and correct the problem for your next application.

If you borrow money, your lender might want to have "collateral" to "secure" the loan. This means you agree that something you own can be taken by the lender and sold to pay for your debt if you do not make payments. Collateral can be your furniture, your bank account, your car, or anything else you own. When you borrow money to buy something in particular (like a car or furniture), that will be the collateral for your loan. The lender cannot require that your other household goods also be given as collateral.

Once you borrow money, however, you must pay it back! If you do not pay the money back or pay it late, you might be in default by failing to live up to your promise to pay the money back in a certain way. Your creditor will probably give you some notice that you are in default. Treat it seriously! Call your creditor to explain the delay and make arrangements to repay the creditor somehow. If you do not, the creditor can sue you for the money, or he can take back (repossess) the collateral that backs up the debt.

If a creditor repossesses some of your property, you have certain rights:

- (1) The creditor may not use force or enter your home or garage without your permission or a court order;
- (2) You may get the repossessed property back if you pay your debt to the creditor, including the creditor's costs;
- (3) If the creditor sells your goods, he must sell them for the best price available under the circumstances; and
- (4) If the creditor gets more for the repossessed goods than you owe him, you have the right to have the extra money returned to you. If he gets less than the amount you owe, you are responsible for the shortage.

Sometimes, no matter how carefully you watch borrowing money or using credit cards, your debts pile up. If you absolutely cannot work things out with your creditors, you might have to consult an attorney about the possibility of filing bankruptcy.

## ***Bankruptcy***

Congress has created the bankruptcy laws so persons in trouble with debt can get a "fresh start" in life, free of past bills and financial burdens. It cannot be abused, however, or its protective features will not protect you. When your bills and debts are so overwhelming that you cannot resolve your problems with your creditors, bankruptcy might be the answer. In bankruptcy, you would have your debts "discharged" or forgiven. Of course, other steps are possible and less drastic than bankruptcy-creditor arrangements, consumer credit counseling and loan consolidation are all good alternatives.

If you finally decide, after consulting an attorney, that no other way exists but bankruptcy to help you, you will not lose all of your property. Certain property, such as your home, car, tools of the trade and personal furniture, can be "exempt" from seizure and sale under state or federal law. Not all property is exempt, however, and careful consideration must be given to decide what exemptions are available and whether bankruptcy would really benefit you. This is especially so because not all of your debts can be discharged. Taxes, debts not listed in your bankruptcy petition, school loans, alimony, child support and debts incurred through fraud are not discharged.

Two types of bankruptcy are available to you for your consumer debt. First, you can do a liquidating bankruptcy (called a Chapter 7 bankruptcy) in which all of your property (except that which is exempt or otherwise pledged as collateral to "secured" creditors, such as your residence or your car) is sold by a trustee and the money received distributed to your creditors. Your debts are generally discharged in a Chapter 7 bankruptcy (except as noted above), and your present earnings or salary cannot be touched. But you can only do a Chapter 7 bankruptcy if you have not done so in the past six years. The filing of the Chapter 7 bankruptcy can be noted on your credit report for up to ten years.

The other type of bankruptcy is a wage-earner bankruptcy (called a Chapter 13 bankruptcy) in which you keep all of your property but make arrangements to pay your creditors over time out of your future earnings. It is possible to discharge more of your debts in a Chapter 13 than in a Chapter 7, and there is no bar to a Chapter 13, even if you were declared bankrupt within the previous six years. Chapter 13 bankruptcies are looked upon more favorably by your creditors, since you are attempting to pay back some of your debt.

## **RENTING AN APARTMENT**

Sooner or later, you will be involved in a lease of some sort, probably as a tenant of residential property (an apartment or house). It is important to understand the basic aspects of the landlord-tenant relationship so that your experience as a renter is smooth and hassle-free. Do you need a written lease? What happens if the roof leaks? How can you get your security deposit back? You should consider the answers to these and other basic questions before you sign any lease.

### ***Entering Into and Living With Your Lease***

After you shop around for an apartment or a house you should shop around to see what is available at a price you can afford and find one that suits your needs, you will probably be asked by your landlord to enter into a "lease". A lease is simply an agreement between you, as tenant, and your landlord that describes your rights and responsibilities concerning the property you are renting. The lease should be in writing (although it doesn't have to be) and usually will be a "form" to which your landlord adds specific terms. All of the terms in the lease are important, and you should read and understand any lease before you sign it. If you don't understand it, ask someone who does, preferably an attorney, to help you.

Look closely at the provisions concerning rent, the security deposit, repairs and maintenance of the property, the duration of the lease and renewal or termination of the lease. What is the amount of rent (usually set forth as a monthly figure) and when, where and to whom must it be paid? Is there a "late charge" if your rent is paid late? What are the other consequences of not paying your rent on time? How often and how much can your rent be increased? Must you accept a rent increase? Also, what do you get for your monthly rent? Is heat included? What about other utilities?

A security deposit is an amount of money, usually equal to one or two months rent, that is paid by you to the landlord as his protection against damage to the property (other than usual wear and tear). Is a security deposit required? How much? Who gets the interest earned on the money? The landlord may, for the first two years, keep any interest earned on the security deposit. After two years, the landlord may keep only one percent of the interest and must pay the remainder to you.

If repairs—a dripping faucet, broken window or leaky roof are necessary, who is responsible to make and pay for them? Repairs to the property, which are necessary to provide a "habitable" dwelling—one that is safe and sanitary and provides the facilities and services vital to the tenant's health and safety are the landlord's responsibility. A lease may, however, shift responsibility for repairs other than those necessary to make the dwelling "habitable" to the tenant. If the landlord must make repairs, tell him in writing what must be fixed. If the landlord doesn't respond within a reasonable time, you may be able to make the repair yourself and deduct the cost from future rent due or simply withhold all or part of your rent each month until the landlord makes the necessary repairs. Communicating with your landlord clearly and in writing is an important step toward avoiding these kinds of problems.

Who provides necessary services? Who is responsible for trash and snow removal? If emergency repairs are necessary, who should you call? Where is the fuse box in case the lights go out? Ask these questions before you need to know the answers.

Finally, how long is the lease term? Most residential leases extend for a period of one year, during which time the rent is fixed. Many leases provide that at the end of the original lease term, the lease will automatically be renewed for an additional term (one year, for example) Watch out! Does your lease have a provision like that? If you stay one day past the original term of the lease you may be considered a holdover tenant and could be responsible for rent for the entire additional term of the original lease. Or can you (must you) move out at the end of the original term? If now, what do you (or does your landlord) have to do to terminate the lease? Usually, either party to the lease can stop it from being renewed for another term by giving the other party written notice in advance that he wants the lease to end. Also, some (not all) leases permit the tenant to end the lease prior to the end of the set term under certain circumstances (for example, if the landlord announces a rent increase). Does yours?

### ***Ending Your Lease***

If your lease ends, you fail to pay rent, or you violate a provision of your lease, the landlord may have you "evicted" (removed) from the property. Unless the lease states otherwise, and you should carefully read the lease, the landlord must give you notice to leave the premises. If you receive notice because you failed to pay rent, then you must be given 15 days notice from April through August and 30 days notice from September through March. If you receive notice for any other reason, the notice period is 30 days, for a lease less than one year, and 3 months for a lease longer than a year. If you refuse to vacate the premises voluntarily, the landlord may seek an order for possession from a district justice and have you forcibly removed.

When your lease ends or you decide to move and your landlord consents to ending the lease early, make sure to give the landlord your new address in writing. If you do, so long as you do not owe any back rent and you did not violate the lease, the landlord must return your security deposit to you within 30 days. If you damaged the premises, the landlord may deduct from your deposit the actual value of those damages and return the rest of your security deposit to you, so long as he gives you a written list of the damage you caused. If the landlord fails to do this within 30 days, he cannot charge you with any damage to the property, and you may be able to recover twice what he owes you.

### ***A Word About Discrimination***

No landlord may refuse to rent an apartment or house to you or alter the terms of a proposed lease solely on the basis of your race, religion, sex, nationality, ancestry, family status, handicap, disability, or use of a guide dog. In fact, the landlord may not even ask you questions about any of these matters on a form or other application. Any landlord who does any of these things may be guilty of discrimination in violation of both state and federal law. If you feel you have been the victim of discrimination, you should contact the Human Relations Commission of Pennsylvania or your local fair housing agency.

## **FAMILY MATTERS**

### ***Getting Married***

Many people decide to get married during the first five years after high school, and you may be one of them. At least three days before your wedding ceremony, you and your fiancé must apply personally to the county clerk for a marriage license.

If you are under 18, you will need your custodial parents' consent to get married; if you are under 16, a judge's consent is also required. Persons who are weak-minded, insane or of unsound mind may not marry. The county clerk will also refuse to issue a license to anyone under the influence of alcohol or drugs. In most cases, you cannot marry someone to whom you are related by blood or marriage. Of course, you may not marry someone if you are already married to someone else.

Persons qualified to perform your ceremony include judges, district justices and any regular clergy. With certification from the clerk of the orphans' court, you can even perform your own ceremony.

### ***Divorce***

Unfortunately, not all marriages work out. If you find yourself in this difficult situation, you may decide to divorce your spouse. Suits for divorce are filed in the court of common pleas. To start a divorce suit in Pennsylvania, you or your spouse must have resided in the Commonwealth for at least six months.

Pennsylvania courts grant divorces in the following four situations: (1) the fault of one spouse; (2) one spouse confined in a mental institution; (3) separation for two years; and (4) consent of both spouses. The legal grounds for a "fault" divorce include desertion, adultery, bigamy, cruelty, indignities, and one spouse having been sentenced to a term of imprisonment for at least two years. The mental-institution ground for divorce depends on one spouse being so confined for at least 18 months without reasonable hope of discharge within the next 18 months. The third and fourth situations involve what are commonly called "no fault" divorces. The third situation requires you to file a complaint and affidavit (sworn statement) that you and your spouse have lived apart from each other for at least two years, and that the marriage is irretrievably broken. Finally, a consensual divorce is granted based on the affidavit of each spouse stating that their marriage is "irretrievably broken", which affidavits may be signed 90 days after the divorce action has commenced.

The court may also be involved in other ways during a divorce proceeding. If requested by one spouse, or in certain cases on its own, a court may require marriage counseling for both parties. You can request alimony (regular payments of money from one spouse to the other) and "equitable distribution" (the court-supervised distribution of property acquired by either of the spouses during marriage). You may also request child custody and support, and that the attorney's fees and costs of the divorce be paid by your spouse. If you don't request any of these financial arrangements prior to receiving a divorce decree, the court has no authority to order that you get them.

In Pennsylvania, each spouse has a duty to support the other, but a spouse may lose their right to support due to marital misconduct. The amount of support depends on each spouse's needs and their ability to pay. The court may impose a fine or order imprisonment for spouses who refuse to obey support orders. Because of this duty and the other spouse's needs, requests for support are not unusual in divorce cases. Support during the divorce action (alimony pendente lite) and support after divorce (alimony) may be ordered in appropriate cases.

### ***Children***

Just as spouses have a duty to support each other, parents must jointly provide for their children under 18 who are "unemancipated", that is, unmarried and unable to provide adequately for themselves. This joint obligation diminishes, and in most cases ceases, after a child turns age 18, but is not affected by the child's birth in or out of wedlock. You can agree with your spouse or the child's parent on the amount each pays as child support, or the court can determine or modify it. In the event the amount of support is determined by the court, or if the court approves an amicable agreement between the parties, should the amount of the support not be paid, it may result in civil or criminal penalties.

Finally, if you and your spouse or the child's parent cannot agree on who will get custody of your children, the court will determine who gets custody. Although courts may order shared custody, they often award custody to one spouse or parent only. In this case, visitation or partial custody is awarded to the other spouse or parent and it is not dependent on payments of child support. The court will always base the final custody decision on what is in the best interest of the child.

### ***Protection From Abuse***

In 1976 Pennsylvania passed a Protection From Abuse Act, which is designed to protect a spouse, family or household member, sexual or intimate partners, or persons who share biological parenthood from physical abuse and/or menace by another spouse, family or household member, sexual or intimate partners, or persons who share biological parenthood. The court has jurisdiction over all abuse proceedings with local district justices having limited jurisdiction at night or on weekends when court is not in session. A parent may seek relief for either him or herself or on behalf of a minor child. Based on the situation a spouse, family or household member may be excluded from the residence of the parties for a period of up to 18 months. Local police departments are authorized to enforce protection from abuse orders and if someone disobeys such an order, he or she may be subject to imprisonment or fines.

## **ASSISTANCE AGENCIES**

Did you know that there are many government agencies which protect and enforce your rights as a consumer, wage earner and citizen? The following federal, state and local agencies stand ready to assist you. You may also refer to the blue pages of your local telephone directory for phone numbers of governmental agencies.

### ***Employment: Wages***

If you ever disagree with your employer about the amount you believe he should pay you or if he fails to pay you, the Pennsylvania Department of Labor and Industry and the United States Department of Labor, Wage/Hour Division can help you. These agencies ensure that wage laws are enforced. The local office of the Pennsylvania Department of Labor and Industry is found in the "Local Information" section of this book. The local office of the United States Department of Labor, Wage/Hour Division is found in the "Local Information" section of this book.

### ***Employment: Discrimination***

If you believe someone has discriminated against you because of your race, color, sex, religion, national origin, or non-work-related handicap, the Pennsylvania Human Relations Commission may be able to help you. This agency will cover job-related problems and discrimination in other areas, such as living accommodations and access to public buildings. The regional office is found in the "Local Information" section of this book.

### ***Consumer Protection: General***

The Pennsylvania Bureau of Consumer Protection, part of the Pennsylvania Attorney General's Office, protects and enforces consumer rights. Cases handled include consumer fraud and misrepresentation in purchases of goods and in certain real estate transactions. The Bureau offers an excellent Consumer Protection Kit with a complaint form.

### ***Family Law Enforcement Agencies***

The Domestic Relations Office of your County Court of Common Pleas is very active in enforcing support obligations. If your spouse, former spouse or child's parent owes you or your child support money, this is the agency to contact.

The Office of County Children and Youth Services enforces the rights of abused children.

In addition, the "Guide to Human Services" in the blue pages of the telephone directory lists several private organizations offering assistance in cases of domestic violence.

### ***Residential Matters***

Many laws protect the rights of borough, township and city tenants and other residents. These laws set out specific duties of landlords and land owners. If you live in a borough or township, the person to contact if you have a complaint is the zoning or code enforcement officer of the borough or township where the residential property is located. If you live in the city, the City Bureau of Code Services has enforcement rights against landlords and land owners who violate the law.

### ***Legal Aid Agencies***

If you need legal advice, you can contact your local county Bar Association Lawyer Referral Service. For a small fee, the service will arrange for you to meet with an attorney who can analyze your problem and advise you how to proceed. Check the "Local Information" section of this book for your local lawyer referral service.

Two agencies provide legal assistance at no cost to you, depending on your financial situation. If you need, but cannot afford, a criminal defense attorney, contact the office of the Public Defender in your county. In civil cases, contact the legal services office in your area.

## **SMALL CLAIMS COURT**

All of you are familiar with "Judge Judy" The plaintiff complains, the defendant explains, and Judge Judy decides the case based upon the law and whose version of the truth she most believes. In each case, if the plaintiff wins, the judge orders the defendant to pay a certain amount of money to the plaintiff, or to do something or stop doing something. If the defendant wins, the plaintiff gets nothing, or, occasionally, the plaintiff must pay money to the defendant.

Where can you turn if you have a complaint against another person or business and cannot get on "Judge Judy"? In Pennsylvania, a system of district courts makes up the small claims court system which, in many respects, functions just like "Judge Judy". Each court is presided over by a district justice, an elected official who lives within the district and who can resolve small claims of \$8,000 or less. District justices handle all types of civil (non-criminal) matters, like negligence and property damage claims, contract claims or collection of money due to you, all in a relatively informal atmosphere.

Do you have a complaint like the plaintiffs on "Judge Judy"? If so, and you cannot resolve it yourself, go to the appropriate district justice office and file a complaint. (You do not need an attorney, but you may want to consult with an attorney before proceeding.) To determine the proper office, simply contact your local district justice. (Look in the blue pages of your telephone directory under "Government Offices County" for telephone numbers and addresses.)

Once you locate the appropriate district justice office, go there with the details of your claim, including any relevant documents, and the district justice or his staff will help you process your complaint. You must know the defendant's name and current mailing address, the amount you claim from the defendant, and the date, time and place of the transaction or occurrence resulting in your claim. The cost for filing is generally between \$35 and \$85. When your complaint is filed, the district justice will schedule a date for a "hearing" to be held between 12 and 60 days in the future. If possible, the defendant will be notified of your complaint and of the time and date set for the hearing. The defendant may respond to such a complaint by filing his own complaint for any claim he may have against you, the plaintiff, at least five days before the hearing date.

At the hearing, the district justice will listen to your complaint, and the defendant will have a chance to respond. Each of you may bring witnesses to testify, and, if necessary, they may be forced to attend the hearing by a district justice "subpoena". Either at the hearing, or within five days of it, the district justice will render a decision called a judgment in favor of either the plaintiff or the defendant. This judgment is final and binding upon both parties unless either party appeals it within 30 days to the court of common pleas. Once again, your district justice office can assist you in appealing an unfavorable decision, or you can ask an attorney for help in determining whether and how to appeal. If you win a favorable decision and your opponent does not file an appeal, the district justice office can assist you with the collection of any money awarded to you, including recovery of the costs you incurred in obtaining the judgment.

Any lawsuit is a serious matter. Before you sue another person, always try to work out any dispute you have personally. However, if you cannot, small claims court does offer a dispute resolution process that is relatively informal and inexpensive and does not require the assistance of an attorney.

## ***Personal Injuries and Property Damage***

When you become 18 and leave high school, your activities as a worker, student and driver, and your contacts with other people, will increase dramatically. Naturally, each of these activities and contacts involves some risk of harm to you or others. In order to minimize this risk, everyone has a legal duty to exercise reasonable care to avoid harm to other people and their property.

Unfortunately, accidents do happen. As you drive your car on a crowded highway or work as an employee in a factory, you may be injured, your property may be damaged, or both. If your injuries are the result of someone else's failure to exercise reasonable care toward you for example, you are in an auto accident with a drunk driver that person is said to have committed a "tort" or a "wrong". Such a person may be legally responsible to compensate you for your damages: your property damages and the expenses, pain and suffering caused by your personal injuries. What should you do if you are injured in an accident?

First, do not delay. If you are involved in an accident, your right to assert your claims against any responsible party is usually limited to two years (it may be a longer or shorter period) from the date of the accident. If your claim is against a governmental unit, you have only six months to properly give notice of your claim. Therefore, if you are injured or your property is damaged, you should exercise your legal rights as soon as possible. Also, if you are involved in an automobile accident, let your automobile insurance representative know right away, preferably in writing.

The decision to try to recover your damages (usually in the form of money) from another individual or legal entity (known as a party) through a lawsuit should not be undertaken lightly. It is best to consult an attorney who will listen to your story and guide you through the process of deciding whether, where, when and whom to sue. Once you decide to initiate a lawsuit, you and your attorney will work closely together. First, your attorney will "evaluate" your claim by examining your medical bills, records, reports and any other information (for example, and automobile appraisal or wage-loss statement from your employer) relevant to your claim. When you have determined the approximate dollar value of your claim, your attorney will contact the person who caused the damage, the defendant (or, if the defendant has insurance, the insurance company's "claim adjuster") and demand that amount of money from the defendant. If the defendant (or his or her insurance company) agrees to pay that amount, then your claim has been settled without the necessity of a lawsuit and you will receive your money.

If you cannot settle your claim and you have to file a lawsuit against the defendant, your attorney will prepare a formal complaint (with your assistance), and this complaint will be delivered to the courthouse for filing with the court clerk (who is officially known as the Prothonotary). A copy of the complaint is "served upon" (delivered to) the defendant, who must then file his or her response to your complaint with the Prothonotary.

Before your case "goes to trial", both you and the defendant (or defendants) will have an opportunity to learn as much about the other party's case as possible. This is accomplished through a process called "discovery", during which each party asks questions of the other parties and/or witnesses. Documents concerning the case may be requested as well. In this manner, each party accumulates evidence to present to the court during a trial, if necessary. Many cases are settled during this phase of the civil litigation process. You have the right to a jury trial, and if your case cannot be settled, a trial will be held either before a judge and jury, or before a judge sitting without a jury. If your lawsuit is for an amount less than \$50,000, your case will first be heard by a panel of three arbitrators.

At the trial, your attorney will present factual evidence to the judge (or a jury, if you request a jury trial) to try to prove that the defendant should pay you for the damages you have suffered. The defendant's attorney will also have an opportunity to present

evidence to the judge and jury. If your case involves a claim that the defendant was negligent, you can't recover against the defendant if you were more negligent than the defendant. Based upon the evidence presented and the applicable law, the jury (or judge, if there is no jury) will render a decision (called "verdict") in favor of either you or the defendant. Both parties will then have a period of time during which they can "appeal" the verdict. If no appeal is filed, the verdict becomes final and is known as a "judgment".

Once a judgment is entered in your favor on the court records, you must still collect it from the defendant or his or her insurance company, if he or she has insurance. Many judgments are uncollectible because the defendant has no insurance and no money or property to satisfy the judgment.

What do you do if you are sued? If you are sued, a copy of a summons or complaint will be served upon you (usually by a sheriff). If you have insurance coverage, you should immediately notify your insurance agent or the appropriate insurance company. This is usually a condition of your insurance policy. Your insurance policy will also require you to cooperate with the insurance company when it defends you. Assuming the coverage exists, the insurance company will retain an attorney to defend you, and will cover you for any liability within the policy coverage up to the insurance policy limits. If you do not have insurance coverage, you should immediately contact your attorney so that steps can be taken for your defense. Regardless of whether or not you have available insurance, it is necessary for you to act immediately because you are required to respond to the complaint within 20 days of the time it is served upon you. Do not contact or discuss the matter with the party that has sued you or the attorney who filed suit.

### ***A Word About Legal Fees***

If you consult an attorney, make sure you understand how much and in what manner he or she expects to be paid for his or her services. Many attorneys will represent a person who has been injured under what is called a "contingent fee" agreement. Under this kind of arrangement, the attorney's fee will be only a percentage of the amount you recover from any person liable for your injuries. The percentage may range from 20% to 50%, depending on the nature of your case, the attorney involved, and other factors. This means that if you do not recover anything from the defendant, the attorney will not receive a fee for his or her services. In any case, you, the client, will be expected to pay all of the costs of your case, including filing fees, expert witness fees, and the costs of medical reports and records. Make sure you get your attorney's fee agreement in writing.

### ***Workmen's Compensation***

If you are injured at work, whether and to what extent you can recover your damage is determined by the Pennsylvania Workmen's Compensation Law. Under this law, employers are generally required to have Workmen's Compensation Insurance or to be self-insured. In general, if you are injured on the job, your employer's insurance will pay all of your related medical expenses, plus two-thirds of your "average weekly wage" (up to a specified maximum amount) if you are disabled and cannot work. If you were forced to take a job for less pay as a result of your injuries, you may have a claim for partial disability for two-thirds of the difference in wages. You may also be entitled to compensation for loss or permanent loss of use of body parts or faculties (for example, hearing) or for permanent disfigurement. So long as your employer is insured and provides you with the benefits you are entitled to under the Workmen's Compensation Law, you will be, generally, unable to recover any additional damages from your employer, even if he or she was at fault in causing your injuries.

If you are injured on the job, notify your employer immediately (or have someone do it for you). Advise them of the fact that you were injured on the job, how you were

injured on the job, and of the time, date and place of your injury. Then consult an attorney familiar with Workmen's Compensation Law before you sign anything.

## **DRIVING UNDER THE INFLUENCE**

Just because you're now 18 years old doesn't mean that you can lawfully drink alcoholic beverages in Pennsylvania. Instead, you must be at least 21 years old to buy, drink, possess or transport any alcoholic beverage. But because you are now 18 years old and will be treated as an adult by the criminal justice system, you cannot afford to ignore Pennsylvania's criminal laws against the use and abuse of alcoholic beverages.

What happens when the police find you buying, drinking, possessing or transporting beer, wine or liquor? You can be arrested and, if convicted, fined up to \$300, jailed up to 90 days, or both. In addition, you will have a criminal record and lose your driver's license for 90 days.

What happens when the police find you driving under the influence of alcohol? Under a tough Pennsylvania law, driving under the influence is a misdemeanor of the second degree with a maximum penalty of up to two years in jail, a fine of up to \$5,000, or both. If you're tried and convicted as a first-time offender, you pay a minimum fine of \$300 and spend at least 48 hours in jail. A two-time offender must spend 30 days in jail; a three-time offender, 90 days; and a four-time offender, not less than one year in jail. In addition to this imprisonment, a sentencing court will suspend your privilege to drive for at least three months, possibly up to one year.

People throughout the United States are organized against drunk driving because drunk drivers are likely to kill and injure others and damage property. When this happens, the lives of the victims, their families and the drunk drivers, themselves, are scarred forever. The Pennsylvania legislature had responded to citizens' concerns with tougher laws. A driver convicted of homicide by vehicle while under the influence of alcohol is guilty of a third degree felony and will be sentenced to at least three years in jail. To assist persons whose property is damaged by a convicted drunk driver the legislature requires such drivers to pay those persons for the damage. A judge who believes the driver has a drinking problem may order professional counseling.

You have a privilege, not a right, to drive a motor vehicle. This means that many conditions attach to your driver's license. One condition is that you must consent to a test of your breath, blood or urine when you are involved in an accident causing personal injury and when a police officer suspects that you are driving under the influence of alcohol or a controlled substance such as marijuana, "speed" or P.C.P. **THE PENALTIES FOR DRIVING UNDER THE INFLUENCE OF ALCOHOL ALSO APPLY TO DRIVING UNDER THE INFLUENCE OF A CONTROLLED SUBSTANCE.** If the alcohol in your blood exceeds two one hundredths of one percent (0.02%), you will be deemed to have operated a motor vehicle under the influence of alcohol, and you will be arrested. This difference reflects Pennsylvania's intolerance of underage drinking. If you refuse to submit to such a test, your driving privileges will be suspended for one year. You do not necessarily have the right to consult an attorney when deciding whether or not to take a blood or breathalyzer test

If a police officer arrests you, **DON'T RESIST.** The officer must tell you that (1) you have the right to remain silent; (2) you have the right to an attorney; (3) if you cannot afford an attorney, one will be appointed for you; and (4) anything you say or do can and will be used against you in a court of law.

You should also be aware of the fact that if you are convicted of underage drinking, your driving privileges are seriously affected. For a first-time conviction you will lose your driver's license for 90 days. Your driving record will also be assessed five points when the operating privileges are reinstated. For a second offense, you will lose your license for a

period of one year from the date of suspension. If you do not have a driver's license, you will be ineligible to apply for a learner's permit for the same designated time frame.

### ***A Word About Controlled Substances***

You should also be aware that knowingly or intentionally possessing a controlled substance, unless obtained pursuant to a valid prescription, is a separate crime. Controlled substances are classified into schedules based on their potential for abuse and physical dependence. The nature of the crime, range of penalties, and sentencing guidelines will depend upon which schedule the controlled substance falls into.

For violations of the Controlled Substance, Drug, Device and Cosmetic Act occurring after 1993, a sentencing court must suspend your driving privilege for a period of six months for a first offense, a period of one year for a second offense, and a period of two years for a third offense. This suspension applies even though the controlled substance was never in your car or the fact that you have not driven under the influence.

## **VOTING**

Did you know that our senators, governors and mayors get their authority from you the voter? When you vote, you select a leader and authorize that person to use the power of his political office for you. The federal and state Constitutions guarantee your right to vote when you become 18 years of age.

But age alone doesn't make you eligible to vote. You must have resided in Pennsylvania immediately preceding the election. Additionally, during the month before the election, you must have been a United States citizen and have lived in your Pennsylvania voting district. Before those 30 days begin to run, you must register to vote.

You can register to vote by mail or by appearing personally at the Voter Registration office in the county courthouse, post office and other public buildings. You can also register to vote when you apply for or renew your driver's license. If you appear personally, don't forget to bring papers to prove your name, age and address. When you first register, you must select which political party you want to be a member of so that you can help choose that party's candidates to run in the general election.

How do you know where to vote? If the County Board of Elections approves your registration, it will send you a voter's identification card telling you where to vote. Where you vote depends on where you live. The building is called a polling place, or simply, the polls.

Take your voter's registration identification card to the polls between 7 a.m. and 8 p.m. on election day. After signing your name on a voter's certificate, the election official will compare that signature to the signature contained in the voting district register. If they match, the official will let you vote.

You vote with privacy, and your choices are a secret. Depending on the practices in your voting district, you will make your selection by filling out a paper ballot that you drop in a box, by moving levers on a machine panel, or using a touch pad on a screen panel. Other people don't know your choices because you fold the paper ballot after marking it or stand between a curtain and the machine panel when you move the levers or use the touch pad.

What happens if you register but cannot appear at the polls on election day? If you timely apply for an absentee ballot, you can vote by mail. Absentee ballots are the solution for people confined by illness or disability and for college students or servicemen who want to vote but cannot get to the polls in their voting districts.

After the County Board of Elections receives your written request for an absentee ballot application, it will send one to you. You must submit your application no more than 50 days before the election and no later than 5 p.m. on the Tuesday before the election.

If the application is approved, you will receive an official absentee ballot. Make sure you apply for your absentee ballot in plenty of time because state law requires you to mark your choices and return it to the County Board of Elections by 5 p.m. on the Friday before election day.

You must apply for an absentee ballot before each election. The spring primary elections and fall general elections are considered separate for absentee ballot purposes, although the fall candidates are determined in the spring of the same year.

Your registration will lapse if you move out of the election district where you have already voted change your political party membership, or fail to vote during the preceding two years. Be sure to re-register by mail or in person and vote!

## **SELECTIVE SERVICE REGISTRATION**

Did you know that federal law requires all men to register with the Selective Service Administration upon turning 18? The registration law permits the Selective Service Administration to maintain records on all men eligible for military duty in case a "draft" becomes necessary, although at present, there is no draft. Women aren't required to register.

To register, go to a United States post office and request a Selective Service registration form. You simply fill in your name, address, Social Security number and date of birth and return the form to a postal employee. Until you are 26 years old, you must let the Selective Service Administration know of any change in your name or address (permanent or mailing) within 10 days of such change.

If you fail to register, you may be imprisoned for up to five years and fined up to \$10,000. You may also be denied federal financial aid for college. When you apply for such aid, you must state whether you have registered. You can become eligible for federal financial aid once you register, even if you register late. If you fail to register, you may also be ineligible for civil service employment with the federal government.

To start a national draft, Congress must pass another law. If that happens, certain men could be excused from military duty (those studying to be ministers, those with disabilities, and those whose families would suffer extreme hardship by the military service). Even if you fit into one of these categories, you must register. The Selective Service Administration will not consider a claim for exemption unless a draft is in effect.

Even conscientious objectors must register, although they could be excused from combat duty in the event of a draft. A conscientious objector is someone who opposes war in any form, based on sincere moral, ethical or religious beliefs. Should a draft be instituted and you desire to be classified as a conscientious objector, you should contact your minister, priest, rabbi or the Central Committee for Conscientious Objectors in Philadelphia. When a draft has been in effect in the past, conscientious objectors have been required to perform some public service in place of combat duty.

## **INCOME TAXATION**

Did you know that even high school students may be required to file a federal income tax return if they have \$1 or more of unearned income and total income of more than \$750 in 2001? If you have income of that amount or more, you should determine whether you must file a Federal income tax return (form 1040 series) by April 15th of the next calendar year. Note also that you must file a Pennsylvania personal income tax return if you received Pennsylvania-sourced income in excess of \$35 in 2001 even if no tax is due. Your burden of reporting income and, in many cases, paying taxes depends on the amount and nature (earned or unearned) of income received by you during a taxable year, not your age.

What is your income? Income is earnings, wages, interest on savings or debts owed to you, tips and other valuable property you earn. For example, if you get paid in TV sets, the market value of the sets is income to you. But income doesn't include the value of property you receive as a gift.

In preparing your return, you may discover that the Internal Revenue Service (IRS) owes you money! Your employer will most likely have withheld money from your pay and given it to the IRS. The IRS will refund the amounts given by your employer in excess of what your tax liability is only if you file a return.

How do you know the amount withheld? By January 31 of the year following each tax year, your employer must give you a document called a W-2 form. It will state the amount of money withheld from your pay for federal income taxes, Social Security taxes, and state and local taxes. Compare that amount to the amount you owe to determine whether you get a refund or must pay more to the IRS. You'll find the amount you owe in a table of numbers listing taxable income that comes with your return. If a booklet containing a blank return, tables and instructions is not mailed to your home, you can get one from the post office, federal building or public library.

Your employer withholds money for the IRS to ensure that the IRS will be paid the amount you owe. What happens when you are self-employed? You may have to pay an amount of money quarterly to the IRS estimated to be owed as federal income tax. In addition, you may have to pay federal self-employment tax. This tax is based on your earned income, and the federal government sets it aside for your Social Security benefits.

You may also be entitled to a refund of amounts withheld by your employer on account of Pennsylvania income taxes. That refund, or the amount you owe in excess of the amount withheld, is the difference between the amount withheld and a certain percentage of your taxable income.

Before you file any return, add all your sources of income. Ask your parents about interest income earned by you on bank or other accounts they might have started for you. Ask your employer if he or she has withheld tax monies for you. Call the IRS toll-free at 1-800-829-1040 if you have special questions.

## **EMPLOYEE BENEFITS**

When you step into a job, it is important to determine what benefits, in addition to a paycheck, your employer may offer. For example, most employers offer some form of group health care coverage, which can take the form of Blue Cross/Blue Shield, a health maintenance organization, or another similar type of program. In addition, your employer may offer life insurance as a benefit.

Other important benefits your employer may offer are retirement benefits provided through a pension, profit sharing or 401(K) program. Although you are young and just starting your career, it is never too early to think about your retirement years. You can also plan for your own retirement through an individual retirement account (IRA). The IRA may or may not be a Roth IRA. An IRA is available at most banks and through some investment companies, and, depending on the circumstances, contributions you make to a non-Roth IRA may be tax deductible. The key is to ask your prospective employer about any benefit programs he may offer and whether you are eligible to participate in them.

