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***Advance Health Care Directives and
Health Care Powers of Attorney:
Essential Estate Planning Documents***

"Liberty is not collective, it is personal. All liberty is individual liberty." President Calvin Coolidge's statement of 1924 was relevant then and remains true today, especially as it relates to an individual's right to choose the scope, course and duration of his or her health-care.

Through action by the Pennsylvania Legislature, "The Living Will Act," and "The Health Care Agents and Representatives Act," were enacted to provide a "statutory means for competent adults to control their health care through instructions written in advance or by health care agents or health care representatives and requested orders." A core component of the Living Will Act allows competent individuals over the age of eighteen (18) to execute Advance Health Care Directives, commonly referred to as "Living Wills," in which they may declare specific directions for the initiation, continuation, withholding or withdrawal of certain forms of "life-sustaining treatment" in situations where the individuals are determined by their attending physician to be incompetent and to have an end-stage medical condition or to be permanently unconscious. Essentially, Living Wills provide written guidance from an individual concerning forms of treatment when that individual is deemed physically and/or mentally incapable of competently making such decisions or otherwise communicating their wishes.

A vitally important component of many Living Wills is a provision where you designate a "health care agent" to make health care decisions for you, in accordance with your specific instructions stated in your Living Wills. Typically the health care agent is a family member or friend who accepts the responsibility of ensuring that your instructions are complied with.

The best way to make certain that health care agents or representatives have the proper legal standing to act in those capacities is through the contemporaneous execution of Health Care Powers of Attorney, which work in tandem with Living Wills to ensure that the health care agent or representative is duly appointed as your "attorneys-in-fact" for making health care decisions when the you are no longer able to do so.

Most of us don't like thinking about a time when we may be unable to choose our own destiny regarding our health care. But, advanced planning when you are in good health, conscious and competent allows you to fully express your desires for future medical care, to nominate trustworthy health care agents with an opportunity for thoughtful deliberation and to engage in communications with your health care agents concerning your wishes.

A concrete, example of a situation where no advance planning was done involved the well publicized court battle concerning the ultimate control over Terri Schindler-Schiavo's final destiny.

When Mrs. Schindler-Schiavo, a Florida resident, collapsed at age twenty-six (26) in 1990, her heart stopped beating and oxygen was temporarily cut off to her brain. As a result, she suffered severe brain damage and became reliant on artificial nutrition and hydration through the use of feeding tubes for her nourishment and ongoing survival.

Mrs. Schindler-Schiavo had not executed a Living Will or Health Care Power of Attorney. Nothing in writing memorialized her wishes in this regard. Her husband maintained the position that her wish was for the removal of the feeding tubes, while her parents maintained the opposite position. Her husband petitioned the Court to remove the feeding tubes, triggering an avalanche of Court filings from both her

husband and her parents – litigation which continued for nearly seven (7) years until the Court authorized the removal of the feeding tubes.

Although there is no guarantee that a Living Will and Health Care Power of Attorney would have prevented these events from occurring, the reality is that in the absence of these documents, no one knew what Terry Schindler-Schiavo's true desires were. Moreover, the absence of these documents directly resulted in the perpetuation of a tragic situation, which caused immeasurable emotional and financial costs to her family.

For these reasons, it is our strong suggestion that every competent individual over the age of eighteen (18) years should execute a Living Will and Health Care Power of Attorney to make known their desires concerning the direction of their health care. Failure to do so may bring tragic consequences. .

Spousal Support, Alimony and Alimony Pendente Lite (APL)

Going through a divorce is always a difficult time, but legal jargon can add to the frustration of the process. Words like “Spousal”, “Alimony” and “APL” can confuse and dishearten even the savviest of couples. Stories by friends and colleagues about their spouses getting all their money or movies portraying men and women robbing each other blind after a breakup can put fear in anyone. Knowing the difference between some of these terms allow one to make informative decisions during a complicated time.

Spousal Support: Although some may think the idea archaic, married persons are liable for the support of each other. This responsibility is present throughout the entire marriage, even after separation. This means, that if you and your spouse separate, you still may be required to give or be entitled to receive support until the divorce is finalized. This support is established by a statewide guideline based upon the reasonable needs of the spouse seeking support and the ability of the other spouse to provide support. These guidelines will place primary emphasis on the net incomes and earning capacities of the parties with allowable deviations for unusual needs, extraordinary expenses and other factors such as current assets. If one spouse is financially dependent upon the other spouse during the course of the marriage, the wage earning spouse is obligated to support the financially dependent spouse following the separation.

Unlike other types of support orders, spousal support does have an entitlement defense. This means that a spouse may not receive spousal support if they have conducted themselves in a fashion rising to a level that constitutes valid grounds for a fault divorce. For example, a man or woman will not be entitled to receive this support if s/he abandoned the other party, was involved in an adulterous relationship etc...

Alimony Pendente Lite (APL): APL is defined as temporary alimony. This support, like spousal, is granted after separation and terminated upon finalization of divorce. APL is temporary support money which a court may require one spouse to pay to the other spouse during the pendency of a divorce. The main purpose of APL is to enable the financially dependent spouse to maintain or defend the divorce action. This attempts to allow an even playing field during the divorce so that both parties may meet the expenses in connection with litigation. The court does not want one party to be at a disadvantage because the other party can afford to hire the best attorney in the area, while the once financially dependent party can not retain counsel due to lack of resources.

The allowance of APL is dependent upon factors including the paying spouse's ability to pay and the needs, income and separate assets of the other party. When both parties have even means, APL will generally not be awarded.

Unlike spousal support, APL does not have an entitlement defense. There is no one at fault when it comes to this form of support. It does not matter which spouse ended the relationship or if one party was involved in an extramarital affair. Another thing to remember is that a party can receive spousal support and APL concurrently during the divorce proceedings. If a spouse is not entitled to spousal support because of prior conduct it does not necessarily mean that they can not receive APL.

Alimony: Unlike the previous two type of support, alimony begins once the divorce is over. Alimony is not intended to reward one party and to punish the other, but rather to ensure that the reasonable needs are met of the person who is unable to support himself or herself through appropriate employment. Alimony is based upon reasonable needs in accordance with the lifestyle and standard of living established by the parties during the marriage as well as the payor's ability to pay. But even though one party may be entitled to alimony there is a

responsibility on their part to contribute to his or her own economic well-being. One can not purposely "make a job" out of collecting alimony.

Alimony does not necessarily last forever. Unless the receiving party is substantially prevented from gaining adequate employment, the court will limit the duration of the alimony order to a period of time that is reasonable for the purpose of allowing the party seeking alimony to be able to meet their financial needs on their own. An alimony order will cease after the receiving party remarries. In some cases, courts will bar alimony as soon as the receiving party moves in with another member of the opposite sex.

Even after you become familiar with the differences between marital and post marital support; many times it's still hard to keep a level head when dealing with divorce proceedings. So, no matter what kind of support your litigation brings, make sure to consult with counsel to determine your options.

Child Custody: Physical Custody and Legal Custody: What's the Difference?

Few topics in the law of child custody are more easily defined and equally misunderstood as *legal* and *physical* custody. Understanding the difference between these terms and the significance that each carries will better enable an individual to plan for the effective prosecution of their child custody case, manage their expectations and help them to achieve results.

Legal Custody: Pennsylvania law defines the term, "Legal Custody" as [t]he legal right to make major decisions affecting the best interest of a minor child, including, but not limited to, medical, religious and educational decisions." That definition is statutory, but the inquiry does not end there. Case law, the law that judges make, further clarify this language. Legal custody must be understood in terms of what responsibilities and authority a parent has in this context.

Legal custody encompasses all authority to make decisions concerning the medical treatment of a child as well as the right to have access to a child's medical records and personal information.

A parent who has legal custody has the power and authority to decide where a child will go to school.

A parent with "sole legal custody" does not have to consult with the other parent in making such decisions.

In addition, because legal custody as the religious upbringing of a minor child, the parent with legal custody may decide where and in which faith a child will worship and where a child is to receive religious training. Many parents decide that attendance in religious or parochial schools is in the child's best interest. Often, conflicts in this context arise when parents are of different faiths and either have never agreed on the specific religious training that a child will receive and may not have even discussed it. Additionally, when one parent with legal custody makes a decision to send a child to religious or parochial school – a school for which tuition is due – conflicts more than likely arise when the parent requests reimbursement and/or support based upon parochial school tuition due.



For this and many reasons having to do with fairness, courts frequently award both parents "shared legal custody."

Shared Legal Custody: Case law says that "Shared legal custody is specifically designed to invite input from both parents on such major decisions. Shared legal custody was never intended to govern the myriad of daily domestic decisions that a parent with physical custody makes." A parent with shared legal custody must involve, consult and obtain the agreement of the other parent before decisions affecting minor children can be unilaterally made.

Because the focus of legal custody surrounds, not the day to day care of a child, but more specifically those aspects of child care having to do with medical treatment decisions and religious and schooling matters, courts frequently award shared legal custody to a parent not in physical custody of a child. Part of the reasoning may be that while the non-custodial parent is not responsible for the day to day care of a child, that parent should have the ability to participate in decisions affecting the medical religious and educational aspect of a child's life. While this may seem fair at first blush, frequently conflicts arise when the parent with shared legal custody fights and/or withholds consent for medical or psychological treatment. Many times physicians and or psychological professionals will not consent to treat minor children when the medical authorization(s) of both parents are required pursuant to a grant of

shared legal custody. This can put custodial parents in a real bind when they are faced with having to provide for the day to day care of a child who needs certain treatment and/or services.

Only by going to court or by agreement can a parent obtain "sole legal custody" such that they do not have to involve and/or consent and obtain agreement in decisions involving the legal custody of minor children.

Physical Custody: Pennsylvania law defines the term, "Physical Custody" as [t]he actual physical possession and control of a child.

This is a somewhat more straightforward definition from others contained in the statute, and it means what it says. Physical custody is the right to have possession of the child and to control the actual person and their day to day behavior and activity. Physical custody involves everything imaginable concerning the upbringing of a child and which does not fit better into the areas having to do with legal custody (above). Physical custody involves but is not limited to:

1. determining where a child will live;
2. determining how a child may dress;
3. who the child may have as friends;
4. how a child spends his or her time;
5. discipline issues;
6. and in all other respects what a child may do and not do.

Under the law of Physical Custody, you will frequently come into contact with the terms, "partial custody," and "visitation." Those terms are defined in the Pennsylvania law as follows:

"Partial Custody." The right to take possession of a child away from the custodial parent for a certain period of time.

"Visitation." The right to visit a child. The term does not include the right to remove a child from the custodial parent's control.

Unless the physical custody of a child is split in half, with each parent having the exact number of days, vacation days and overnights in physical custody of a child, courts will frequently award "primary physical custody" to one parent and "partial custody" and/or "visitation" to the other parent. When this occurs, normally the child will primarily live with the parent

having the award of primary physical custody, and a schedule will be either agreed upon by the parties and/or court ordered which defines the times when the parent with partial physical custody or visitation may see the child.

The length of time or whether there may be overnights awarded to the parent with partial physical custody or visitation is decided on a case by case basis. There is no such thing as a standard schedule in the Pennsylvania statutes or in the case law. Every case and every family is different, and frequently times and schedules for partial physical custody or visitation must change. The law allows for unlimited modifications of custody orders when a parent can demonstrate a change in circumstances or when parties can agree.

No matter if your case involves questions of legal or physical custody, a consultation with an attorney is highly recommended prior to moving forward in non-emergency matters so that you can best present your case in court.

Mandatory Arbitration

A series of United States Supreme Court decisions have changed the meaning of the [Federal Arbitration] Act so that now it extends to disputes between parties of greatly disparate economic power, such as consumer disputes and employment disputes. As a result, a large and rapidly growing number of corporations are requiring millions of consumers and employees to give up their right to have disputes resolved by a judge or jury, and instead submit their claims to binding arbitration.

Who has a cell phone, credit cards, bank account, utilities or agreed to any contract on the internet or agreed or will agree to a refund anticipation loan with a tax preparer? Perhaps the question should be who doesn't have these every day items or entered into these contracts which many say are necessities? If you have any of these items, how many of you have read all of the fine print in them or in the billing inserts? If you have read the fine print, do you know that you may have given up your right to sue in a court and have agreed to arbitration to settle your dispute?

Everyone knows and takes for granted our judicial system, where anyone can sue to uphold their rights in front of a judge and jury. Anyone can bring an action in small claims, or municipal court at a relatively

low cost and have a judge, in an open court decide their case. Television shows have popularized and brought these disputes into our living rooms.

Arbitration was initially set up to speed resolution of disputes between businesses under the Federal Arbitration Act of 1925. Arbitration is being used in a greater role between businesses and consumers as an alternate dispute resolution system, faster than our congested judicial system. But private agreements, called arbitration agreements, when mandatory, can take away your right to bring these actions in a public forum, and substitute a private court, without oversight, miles away from your home, at high cost. Sometimes the arbitration agreements are binding, meaning, that you agree that you will abide by whatever the arbitrator, or decision maker decides. Arbitration is used by business to *reduce* the number of claims that can be made in court to sway a favorable result in a private setting.

The arbitration clause in these private agreements is written by the company with whom you want to do business, and favors the business. Arbitration is:

- Expensive. The fee for the private decision maker, the arbitrator, is an average of \$700.00 per day. The American Arbitration Association has capped arbitration costs at \$375.00 for the consumer, the business to pay the balance, but this does not apply where the damages exceed \$75,000.00. (Example: cases involving predatory mortgage lending).
- Inconvenient. You may have agreed to go to another state to bring your claim.
- Private. The decision is a private one between the parties and is not public. This makes the arbitration decision a decision which cannot be appealed.
- Unfair, or perceived to be. A 2007 analysis by *The Christian Science Monitor* of data from the National Arbitration Forum has found that 96 percent of the time, arbitrators have made awards in favor of creditors and against people owing debt.
- Limit Discovery. Discovery is the right to obtain information or evidence from your opponent or other parties. Unlike in court, at arbitration discovery is not a right, but a privilege.

Some businesses have obtained legislation to stop arbitration from being applied to them. Automobile dealerships have requested and Congress passed legislation to stop arbitration as it applies to them and the manufacturers who provide them with cars to sell. Automobile dealerships have not requested that

arbitration agreements not be applied between them and the consumer purchasers of those automobiles. The Magnuson-Moss Warranty Act states that you must first submit a warranty claim to arbitration, but you are not bound by the arbitrator's decision.

The Military Lending Act, effective on October, 1, 2007 bans mandatory arbitration between a consumer in active military duty and payday lenders, automobile title loan companies and companies that provide tax refund anticipation loans.

Currently, there is legislation proposed and intended to mitigate against the harm that Arbitration Agreements causes to consumers.

The Arbitration Fairness Act (AFA) was introduced on July 12, 2007 in Congress to prohibit binding arbitration clauses in consumer and employment contracts. The legislation proposes to bar mandatory arbitration in the areas of employment, medical securities, and franchise cases and all consumer disputes defined as a dispute with a company regarding acquisition of real estate or personal property (a purchase), services, money, or credit for personal, family, or household purposes. This legislation is in committee, and has not been passed by Congress.

The Mortgage Reform and Anti-Predatory Lending Act, passed the House of Representatives in November, 2007 bans mandatory arbitration in residential mortgages, home equity loans, reverse mortgages. This legislation has not yet been passed by the Senate. Note also that Fannie Mae and Freddie Mac, the federal corporations that purchase mortgages from lenders, refuse to purchase those loans with arbitration clauses.

There may be grounds to try to invalidate a mandatory arbitration clause, but in any case, you should consult your attorney.

PREVENTION OF FRAUDULENT TRANSFERS OF REAL ESTATE

Fraudulent transfers of real estate have become a growing problem in the Philadelphia area. Imagine the horror of finding out that a third party had somehow transferred your property to someone else, without your knowledge, and that they had profited in doing so. Now, the burden is on you to locate the person responsible (also known as the "fraudulator"),

and to file an Action to Quiet Title to put the property back into your name.

Or, imagine buying a property, only to find out that you had given money to someone who was not the legitimate owner of the property. Now, the only thing you own is a fraudulent piece of paper which inaccurately reflects you as the owner, and which is subject to dispute.

Remedying these situations can be both time-consuming and expensive, not to mention stressful. Here are some ways to protect yourself, your loved ones and your property from being the victim of a fraudulent transfer:

1. **Get Title Insurance When Purchasing a Property:** When purchasing a property, many people feel that it is easier to avoid the hassle and cost of involving a title company in the transaction and instead attempt to transfer the property on their own through a simple deed transfer. This is a huge mistake. When purchasing a property, it is very important to purchase title insurance. Title insurance assures that the Seller of the property is the legal owner and that they have valid title to transfer the property to you. The title company will also insure that there are no liens or judgments against the property. Purchasing title insurance allows you the confidence of knowing that you are the true owner of the property, and that you are not inheriting someone else's debts. In the event that there is a contest as to your ownership of the property, title insurance will protect you from these claims.

2. **Keep Property Inhabited and Monitored:** It is very important that you keep your property inhabited, or that you monitor your property. Vacant properties are most often subject to actions by "fraudulators" because there is nobody at the property to dispute their false ownership claims. Recently, I was contacted by a client when he drove by his investment property and noticed that there was a "For Sale" sign on it. You can imagine his dismay, as he was the owner of the property, but had not listed it for sale. This is precisely why it is so important to have someone living in, or monitoring your property. Thankfully, in this instance, we were able to contact the realtor and the police to avoid this false sale. But this was only possible because the client had monitored his property and sought out legal assistance.

3. **Rent Vacant Property:** If you cannot live in the property and do not have someone to monitor it for you on a regular basis, you may want to consider

renting the property. This not only keeps the property inhabited in order to avoid a possible fraudulent transfer, but you may also be able to profit from this rental. If you choose to rent, make sure you have the appropriate licenses in order to rent the property and also that the property is appropriately zoned for such purposes before doing so. You should also inform your mortgage company of your intentions, so as not to be in default under the conditions of your loan.

4. **Update Your Address With The Real Estate Tax Authorities:** It is very important that you keep the address that you have on file with the Board of Revisions of Taxes updated, so that you are notified in the event of a fraudulent transfer of your property. Currently, the City of Philadelphia has implemented a Program where, once a deed is recorded against a property, a letter is sent to the former owner of record at the address on file with the Board of Revision of Taxes, letting them know that the property has been transferred. If you receive one of these letters, it is very important that you obtain a copy of this false deed and that you seek out legal assistance immediately. If the property information with the Board of Revision of Taxes is not with your current mailing information, you may not receive this notice, and will not be aware of a fraudulent transfer. The sooner you become aware of and address these problems, the more likely you will be able to remedy the matter quickly and at less cost to you.

5. **Pay Your Real Estate Taxes Timely:** "Fraudulators" often search online for homes that are delinquent in taxes through the Board of Revision of Taxes website and then attempt to sell them. They deduce from the fact that the taxes are not being paid that these properties are not being carefully maintained or monitored. Therefore, it is very important that you keep your taxes up to date so you are not subject to their prey.

6. **File for Estates and Probate Estates in a Timely Manner and Have Deed Formally Transferred to New Owner:** Likewise, "Fraudulators" also search for unoccupied or abandoned homes that remain in the name of a decedent for whom no estate has been raised or probated timely after their death. If you have a deceased family member for whom you know that an estate has not been raised or probated, it is important that you, or another qualified individual, have an estate opened for that individual, and have the deed properly transferred to a new owner. While the property remains in limbo, it can be an easy target for "fraudulators".

7. Assist Elderly Relatives Living Alone: If you have an elderly friend or family member who lives alone, they may also be subject to "fraudulators". Elderly individuals living alone have been targeted by "fraudulators" because their properties often appear empty or vacant. Therefore, it is important for you to visit their property, or have someone regularly check in on them and make sure they are not subject to fraudulent activity.

Beware Of the Following:

1. Parties who approach you and try to sell you a property sight unseen.
2. Parties who are selling you a property that they do not live in.
3. Parties who are selling you a property for less than what you think it is worth (if the deal appears to good to be true, it probably is).
4. Parties who encourage you not to get title insurance when purchasing a property.
5. If a Notary who is notarizing the deed does not ask for photo identification, or has an expired notary seal.

If You Feel That You May Have Been the Victim of a Fraudulent Transfer:

1. Obtain a copy of the fraudulent deed from the Office of the Recorder of Deeds at City Hall;
2. Contact Legal Services; and
3. Contact the Philadelphia District Attorney's Office-Economic and Cyber Crime Unit at (215) 686-9902.

Tips for Responsible Dog Ownership in Pennsylvania

Dogs are widely celebrated as Man's Best Friend and many believe that dogs have rightfully earned this title. Dogs provide protection for people, their homes and personal property in addition to serving as loyal companions. Dogs assist in search and rescue missions when people are lost in the wilderness; they aid police officers in law enforcement activities and they serve as guides for the disabled. According to a 2007 survey prepared by the American Pet Products Manufacturers Association (APPMMA) there are 74.8 million dogs owned as pets in the United States and thirty-nine percent (39%) of all U.S. households own at least one dog. Despite the numerous virtues and

services freely offered by the dog, there can be a darker side to dog ownership.

Although they are domestic, dogs are animals and are subject to unpredictable behavior such as unprovoked attacks on humans or other animals. Dog attacks have become a national problem, with more than 4.7 million people suffering from dog bites each year. Dogs, unprovoked, have maimed and even killed innocent people. We hope this article will provide some tips for responsible dog ownership within the state of Pennsylvania and discuss the liability to an owner, when their dog attacks.

In Pennsylvania, dogs are viewed as personal property, not unlike a car or bicycle. For that reason, a series of laws were enacted for the purpose of insuring responsible dog ownership. Those laws relate to licensing and registration of the dog, leash laws, animal abuse, sale, medical care and liability of owners for damages and injuries caused by their dog.

The Pennsylvania Department of Agriculture, Bureau of Dog Law Enforcement is the agency responsible for establishing statewide laws regarding dog ownership, although each county or township may have additional local ordinances. Owners should check with their particular county for specific information regarding dog laws in their area. Statewide, all dogs older than three months must be licensed with the treasurer in the county where the dog resides. To secure a dog license, the owner must provide proof of their identification and proof from their veterinarian regarding the dogs' neuter/spay status, the breed, age, sex, color of the dog as well as the name and address of the owner. Owners are also required to keep current their pet's rabies inoculation to prevent against the spread of the disease to other pets or people. Proof of rabies vaccination is often required for animal licensing.

Licensing fees range depending on a series of factors, but are generally inexpensive and the license may require yearly renewal. Once the license is approved, the owner will be provided with a tag that the dog is required to wear on a collar for identification purposes. Ownership of unlicensed dogs can result in a fine to the owner of up to \$300 for each dog. Licensing also provides a benefit to the owner, dog and community because it assists in the recovery of lost or stolen pets and location of the owner so that the animal can be returned home.

In Pennsylvania, all dogs are also subject to leash laws. Generally, when a pet is not on its owner's property, it must be under the control of the owner, and the best way for an owner to maintain control is through the use of a leash. When a dog is left outside of a home in a yard, the owner should have a system in place to insure the dog does not leave the property. When dogs are able to become loose, they are often picked up as strays by the local Animal Control agency or Society for the Prevention of Cruelty of Animals (SPCA.) This can result in a fine to the owner to secure the return of the dog. Specifically, the Pennsylvania Dog law permits police or animal control officers to seize and detain any dog found running "at large" in public streets or on the private property of an individual other than the owner. The law also permits these officers to humanely kill dogs found at large who are deemed to be a danger to public safety. Furthermore, if an unlicensed dog is seized by animal control, the agency is required to hold the animal for only 48 hours before either turning the animal over to an animal humane society or having the animal humanely killed. Because of these provisions in the law, it is important to obtain and maintain a license for your dog as well as secure the dog from escape.

Failure to adhere to leash laws or animal control ordinances can not only result in fines to owners, or the death of the dog, but you can be held liable should your dog attack an individual or cause damages to another animal or property. Under the common law, when a dog attacked, the owner was liable for injuries caused by her dog only if she knew or had reason to know the dog was dangerous. Because dogs are domesticated animals, it is believed that a dog is not dangerous until proven so, and that an owner has no way of knowing that her dog is dangerous until the dog attacked, and therefore should not be held liable for the dogs' first attack. Once the dog has attacked, the owner is put on notice of the dogs' dangerous tendencies and should take appropriate steps to prevent future attacks and would be liable for any additional attacks. This theory is called the "one bite rule" because "one bite" puts the owner on notice of the fact that the dog is potentially dangerous.

In consideration of this fact, Pennsylvania does not adhere to the general common law principle and holds the dog's owner liable for the victim's medical expenses, even if it is the dog's first time biting a human. However, the first victim who was not severely injured may be precluded from recovering other losses,

unless the victim can show that the dog had bitten before or that the owner was negligent in handling the dog.

Pet ownership is not only a pleasure, but a responsibility. The owner is responsible for the proper care of the animal, the protection of third parties from the animals' potential dangerous or unpredictable behavior and compliance with state and local laws regarding animal care, registration and vaccination. To assist in preserving the dog's status as man best friend and insure responsible pet ownership, all dog owners should consult their local animal enforcement agency to ascertain whether they are compliant with pet ownership laws in their state and township.

For information regarding benefits provided under the PFT Legal Services Plan, please visit the web at

www.pftls.org/benefits.htm

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CAUTION

These articles are not a substitute for individual legal advice from a lawyer. The information presented here is believed to be accurate, but laws vary between states and every legal situation is different.