

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1374 Session of
1996

INTRODUCED BY GREENLEAF, HECKLER, HART AND LEMMOND,
FEBRUARY 1, 1996

AS AMENDED ON THIRD CONSIDERATION, HOUSE OF REPRESENTATIVES,
JUNE 26, 1996

AN ACT

1 ~~Amending Title 42 (Judiciary and Judicial Procedure) of the~~ <—
2 ~~Pennsylvania Consolidated Statutes, clarifying provisions~~
3 ~~relating to equitable matters.~~

4 AMENDING TITLE 42 (JUDICIARY AND JUDICIAL PROCEDURE) OF THE <—
5 PENNSYLVANIA CONSOLIDATED STATUTES, PROVIDING FOR THE <—
6 UNAUTHORIZED PRACTICE OF LAW AND FOR REAPPOINTMENT OF
7 DISTRICT JUSTICE; ~~AND~~ FURTHER PROVIDING FOR SCOPE OF CHAPTER <—
8 RELATING TO LIMITATION OF TIME; PROVIDING FOR ASSIGNMENT TO <—
9 ORPHANS' COURT; AND REGULATING RENTAL PURCHASE TRANSACTIONS.

10 The General Assembly of the Commonwealth of Pennsylvania
11 hereby enacts as follows:

12 ~~Section 1. Section 5501(c) of Title 42 of the Pennsylvania~~ <—

13 ~~Consolidated Statutes is amended to read:~~

14 ~~§ 5501. Scope of chapter.~~

15 ~~* * *~~

16 ~~(c) Equitable matters. [This chapter is applicable to~~
17 ~~equitable matters, but nothing] Nothing in this chapter shall~~
18 ~~modify the principles of waiver, laches and estoppel and similar~~
19 ~~principles heretofore applicable in equitable matters. However,~~
20 ~~a court in equity shall be guided by the limitations of time~~

1 ~~provided for in this chapter.~~

2 ~~Section 2. This act shall take effect immediately.~~

3 ~~SECTION 1. TITLE 42 OF THE PENNSYLVANIA CONSOLIDATED~~ <—

4 ~~STATUTES IS AMENDED BY ADDING A SECTION TO READ:~~

5 SECTION 1. SECTION 2524(A) OF TITLE 42 OF THE PENNSYLVANIA <—
6 CONSOLIDATED STATUTES IS AMENDED AND THE SECTION IS AMENDED BY
7 ADDING A SUBSECTION TO READ:

8 § 2524. PENALTY FOR UNAUTHORIZED PRACTICE OF LAW.

9 (A) GENERAL RULE.--EXCEPT AS PROVIDED IN SUBSECTION (B), ANY
10 PERSON, INCLUDING, BUT NOT LIMITED TO, A PARALEGAL OR LEGAL
11 ASSISTANT, WHO WITHIN THIS COMMONWEALTH SHALL PRACTICE LAW, OR
12 WHO SHALL HOLD HIMSELF OUT TO THE PUBLIC AS BEING ENTITLED TO
13 PRACTICE LAW, OR USE OR ADVERTISE THE TITLE OF LAWYER, ATTORNEY
14 AT LAW, ATTORNEY AND COUNSELOR AT LAW, COUNSELOR, OR THE
15 EQUIVALENT IN ANY LANGUAGE, IN SUCH A MANNER AS TO CONVEY THE
16 IMPRESSION THAT HE IS A PRACTITIONER OF THE LAW OF ANY
17 JURISDICTION, WITHOUT BEING AN ATTORNEY AT LAW OR A CORPORATION
18 COMPLYING WITH 15 PA.C.S. CH. 29 (RELATING TO PROFESSIONAL
19 CORPORATIONS), COMMITS A MISDEMEANOR OF THE THIRD DEGREE[.] UPON
20 A FIRST VIOLATION. A SECOND OR SUBSEQUENT VIOLATION OF THIS
21 SUBSECTION CONSTITUTES A MISDEMEANOR OF THE FIRST DEGREE.

22 * * *

23 (C) INJUNCTION.--IN ADDITION TO CRIMINAL PROSECUTION,
24 UNAUTHORIZED PRACTICE OF LAW MAY BE ENJOINED IN ANY COUNTY COURT
25 OF COMMON PLEAS HAVING PERSONAL JURISDICTION OVER THE DEFENDANT.
26 THE PARTY OBTAINING SUCH AN INJUNCTION MAY BE AWARDED COSTS AND
27 EXPENSES INCURRED, INCLUDING REASONABLE ATTORNEY FEES, AGAINST
28 THE ENJOINED PARTY. A VIOLATION OF SUBSECTION (A) IS ALSO A
29 VIOLATION OF THE ACT OF DECEMBER 17, 1968 (P.L.1224, NO.387),
30 KNOWN AS THE UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW.

SECTION 2. TITLE 42 IS AMENDED BY ADDING A SECTION TO READ:

§ 3132.1. REAPPOINTMENT OF DISTRICT JUSTICE.

NOTWITHSTANDING ANY PROVISIONS OF THIS TITLE TO THE CONTRARY,
A DISTRICT JUSTICE WHO RESIGNS FROM OFFICE MAY NOT BE
REAPPOINTED TO HIS OR HER UNEXPIRED TERM.

SECTION ~~2~~ 3. SECTION 5501 OF TITLE 42 IS AMENDED TO READ: <—

§ 5501. SCOPE OF CHAPTER.

(A) GENERAL RULE.--AN ACTION, PROCEEDING OR APPEAL MUST BE
COMMENCED WITHIN THE TIME SPECIFIED IN OR PURSUANT TO THIS
CHAPTER UNLESS, IN THE CASE OF A CIVIL ACTION OR PROCEEDING, A
DIFFERENT TIME IS PROVIDED BY THIS TITLE OR ANOTHER STATUTE OR A
SHORTER TIME WHICH IS NOT MANIFESTLY UNREASONABLE IS PRESCRIBED
BY WRITTEN AGREEMENT.

(B) UNIFORM COMMERCIAL CODE.--THE PROVISIONS OF TITLE 13
(RELATING TO COMMERCIAL CODE), TO THE EXTENT THAT THEY ARE
INCONSISTENT WITH THIS CHAPTER, SHALL CONTROL OVER THE
PROVISIONS OF THIS CHAPTER.

(C) EQUITABLE MATTERS.--[THIS CHAPTER IS APPLICABLE TO
EQUITABLE MATTERS, BUT NOTHING] NOTHING IN THIS CHAPTER SHALL
MODIFY THE PRINCIPLES OF WAIVER, LACHES AND ESTOPPEL AND SIMILAR
PRINCIPLES HERETOFORE APPLICABLE IN EQUITABLE MATTERS.

SECTION 4. SECTION 6351 OF TITLE 42 IS AMENDED BY ADDING A <—
SUBSECTION TO READ:

§ 6351. DISPOSITION OF DEPENDENT CHILD.

* * *

(I) ASSIGNMENT TO ORPHANS' COURT.--A JUDGE WHO ADJUDICATED
THE CHILD DEPENDENT OR WHO HAS CONDUCTED DISPOSITION REVIEW
HEARINGS OR OTHER DEPENDENCY PROCEEDINGS INVOLVING THE CHILD MAY
BE ASSIGNED TO THE ORPHANS' COURT DIVISION FOR THE PURPOSE OF
HEARING PROCEEDINGS RELATING TO ANY OF THE FOLLOWING:

1 (1) INVOLUNTARY TERMINATION OF PARENTAL RIGHTS OF A
2 PARENT OF THE DEPENDENT CHILD UNDER 23 PA.C.S. CH. 25 SUBCH.
3 B (RELATING TO INVOLUNTARY TERMINATION).

4 (2) A PETITION TO ADOPT THE DEPENDENT CHILD.

5 SECTION 5. TITLE 42 IS AMENDED BY ADDING A CHAPTER TO READ:

6 CHAPTER 69

7 PARTICULAR RIGHTS AND IMMUNITIES

8 SEC.

9 6901. SHORT TITLE OF CHAPTER.

10 6902. DEFINITIONS.

11 6903. REQUIRED DISCLOSURES IN CONNECTION WITH
12 RENTAL-PURCHASE AGREEMENT.

13 6904. PROHIBITED PROVISIONS OF AGREEMENT.

14 6905. LESSEE'S RIGHT TO ACQUIRE OWNERSHIP.

15 6906. LESSEE'S RIGHT TO REINSTATE AGREEMENT AFTER
16 TERMINATION.

17 6907. RENT REDUCTION.

18 6908. ADVERTISING AND DISPLAY OF PROPERTY.

19 6909. LESSOR'S LIABILITY FOR NONCOMPLIANCE.

20 6910. LIMITATIONS ON LESSOR'S LIABILITY.

21 6911. CONFLICT WITH OTHER LAW.

22 § 6901. SHORT TITLE OF CHAPTER.

23 THIS CHAPTER SHALL BE KNOWN AND MAY BE CITED AS THE RENTAL-
24 PURCHASE AGREEMENT ACT.

25 § 6902. DEFINITIONS.

26 THE FOLLOWING WORDS AND PHRASES WHEN USED IN THIS CHAPTER
27 SHALL HAVE THE MEANINGS GIVEN TO THEM IN THIS SECTION UNLESS THE
28 CONTEXT CLEARLY INDICATES OTHERWISE:

29 "ADVERTISEMENT." A WRITTEN, VISUAL OR ORAL COMMUNICATION
30 MADE TO A LESSEE OR PROSPECTIVE LESSEE BY MEANS OF PERSONAL

1 REPRESENTATION, NEWSPAPER, MAGAZINE, CIRCULAR, BILLBOARD, DIRECT
2 MAILING, SIGN, RADIO, TELEVISION, TELEPHONE OR OTHER MEANS OF
3 COMMUNICATION THAT AIDS, PROMOTES OR ASSISTS, DIRECTLY OR
4 INDIRECTLY, A RENTAL-PURCHASE AGREEMENT.

5 "CASH PRICE." THE PRICE AT WHICH THE LESSOR WOULD OFFER TO
6 SELL IN THE ORDINARY COURSE OF BUSINESS THE SAME OR SIMILAR
7 PROPERTY FOR CASH ON THE DAY THE LESSEE ENTERS INTO A RENTAL-
8 PURCHASE AGREEMENT.

9 "LESSEE." A PERSON WHO RENTS PERSONAL PROPERTY PURSUANT TO A
10 RENTAL-PURCHASE AGREEMENT.

11 "LESSOR." A PERSON WHO, IN THE ORDINARY COURSE OF BUSINESS,
12 REGULARLY OFFERS TO RENT OR ARRANGES FOR PERSONAL PROPERTY TO BE
13 RENTED PURSUANT TO A RENTAL-PURCHASE AGREEMENT. A LESSOR IS A
14 CREDITOR AS DEFINED IN 37 PA. CODE § 303.2 (RELATING TO
15 DEFINITIONS), WHEN OWED OR ALLEGED TO BE OWED A DEBT AND IS
16 SUBJECT TO 37 PA. CODE CH. 303 (RELATING TO DEBT COLLECTION
17 TRADE PRACTICES).

18 "PERSONAL PROPERTY." ANY PROPERTY THAT IS NOT REAL PROPERTY
19 UNDER THE LAWS OF THE STATE WHERE IT IS LOCATED WHEN IT IS
20 OFFERED OR MADE AVAILABLE FOR A RENTAL-PURCHASE AGREEMENT.

21 "RENTAL-PURCHASE AGREEMENT." AN AGREEMENT FOR THE USE OF
22 PERSONAL PROPERTY BY AN INDIVIDUAL PRIMARILY FOR PERSONAL,
23 FAMILY OR HOUSEHOLD PURPOSES FOR AN INITIAL PERIOD OF FOUR
24 MONTHS OR LESS THAT IS AUTOMATICALLY RENEWABLE WITH EACH RENTAL
25 PAYMENT AFTER THE INITIAL PERIOD AND THAT PERMITS THE LESSEE TO
26 ACQUIRE OWNERSHIP OF THE PROPERTY. IT DOES NOT INCLUDE NOR IS IT
27 SUBJECT TO LAWS GOVERNING ANY OF THE FOLLOWING:

28 (1) A LEASE FOR AGRICULTURAL, BUSINESS OR COMMERCIAL
29 PURPOSES.

30 (2) A LEASE MADE TO AN ORGANIZATION.

1 (3) A LEASE OF MONEY OR INTANGIBLE PERSONAL PROPERTY.

2 (4) A LEASE OF A MOTOR VEHICLE, MOTOR HOME, MOBILE HOME
3 OR MANUFACTURED HOUSING.

4 (5) A HOME SOLICITATION SALE UNDER SECTION 7 OF THE ACT
5 OF DECEMBER 17, 1968 (P.L.1224, NO.387), KNOWN AS THE UNFAIR
6 TRADE PRACTICES AND CONSUMER PROTECTION LAW.

7 (6) A RETAIL INSTALLMENT SALE, RETAIL INSTALLMENT
8 CONTRACT OR RETAIL INSTALLMENT ACCOUNT AS DEFINED IN THE ACT
9 OF OCTOBER 28, 1966 (1ST SP.SESS., P.L.55, NO.7), KNOWN AS
10 THE GOODS AND SERVICES INSTALLMENT SALES ACT.

11 (7) A SECURITY INTEREST AS DEFINED IN 13 PA.C.S. CH.
12 1201 (RELATING TO GENERAL DEFINITIONS).

13 § 6903. REQUIRED DISCLOSURES IN CONNECTION WITH RENTAL-PURCHASE
14 AGREEMENT.

15 (A) GENERAL RULE.--A LESSOR SHALL DISCLOSE ALL OF THE
16 FOLLOWING IN A CLEAR AND CONSPICUOUS MANNER:

17 (1) A BRIEF DESCRIPTION OF THE RENTED PROPERTY
18 SUFFICIENT TO IDENTIFY IT TO THE LESSEE AND LESSOR AND A
19 STATEMENT AS TO WHETHER THE PROPERTY IS NEW, USED OR
20 PREVIOUSLY RENTED. IF A RENTAL IS FOR MULTIPLE ITEMS OF
21 PROPERTY, A DESCRIPTION OF EACH ITEM MAY BE PROVIDED IN A
22 SEPARATE STATEMENT INCORPORATED BY REFERENCE IN THE RENTAL-
23 PURCHASE AGREEMENT OR PRIMARY DISCLOSURE STATEMENT.

24 (2) THE TOTAL AMOUNT OF ANY INITIAL PAYMENT, INCLUDING
25 ANY ADVANCE PAYMENT, DELIVERY CHARGE OR ANY TRADE-IN
26 ALLOWANCE, TO BE PAID BY THE LESSEE AT OR BEFORE CONSUMMATION
27 OF THE RENTAL-PURCHASE AGREEMENT.

28 (3) THE AMOUNT AND TIMING OF RENTAL PAYMENTS.

29 (4) THE AMOUNT OF ALL OTHER CHARGES, INDIVIDUALLY
30 ITEMIZED, PAYABLE BY THE LESSEE TO THE LESSOR THAT ARE NOT

1 INCLUDED IN THE RENTAL PAYMENTS.

2 (5) THE PARTY WHO IS LIABLE FOR LOSS, DAMAGE IN EXCESS
3 OF NORMAL WEAR AND TEAR OR DESTRUCTION OF THE RENTED
4 PROPERTY.

5 (6) THE RIGHT OF THE LESSEE TO REINSTATE UNDER SECTION
6 6906 (RELATING TO LESSEE'S RIGHT TO REINSTATE AGREEMENT AFTER
7 TERMINATION) AND THE AMOUNT OF, OR METHOD OF DETERMINING THE
8 AMOUNT OF, THE DELINQUENCY CHARGES, REINSTATEMENT FEE OR
9 DELIVERY CHARGE FOR REINSTATEMENT.

10 (7) THE PARTY RESPONSIBLE FOR MAINTAINING OR SERVICING
11 THE RENTAL PROPERTY AND A BRIEF DESCRIPTION OF THE
12 RESPONSIBILITY.

13 (8) THE CONDITIONS UPON WHICH THE LESSEE OR LESSOR MAY
14 TERMINATE THE RENTAL AGREEMENT PRIOR TO THE EXPIRATION OF THE
15 RENTAL TERM.

16 (9) THE TOTAL OF ALL INITIAL PAYMENTS, ALL RENTAL
17 PAYMENTS AND ALL OTHER CHARGES NECESSARY TO ACQUIRE OWNERSHIP
18 OF THE RENTED PROPERTY.

19 (10) THAT THE LESSEE HAS THE OPTION TO PURCHASE THE
20 RENTED PROPERTY AT ANY TIME AND AT WHAT PRICE OR BY WHAT
21 FORMULA OR METHOD THE PURCHASE PRICE WILL BE DETERMINED.

22 (11) THE CASH PRICE OF THE PERSONAL PROPERTY THAT IS THE
23 SUBJECT OF THE RENTAL-PURCHASE AGREEMENT.

24 (12) THE COST OF LEASE SERVICES, WHICH IS THE DIFFERENCE
25 BETWEEN THE TOTAL OF PAYMENTS DISCLOSED UNDER PARAGRAPH (9)
26 AND THE CASH PRICE OF THE PROPERTY DISCLOSED UNDER PARAGRAPH
27 (11).

28 (13) THAT IF ANY PART OF A MANUFACTURER'S WARRANTY
29 EXISTS ON THE LEASED PROPERTY WHEN A LESSEE ACQUIRES
30 OWNERSHIP OF THE PROPERTY, THE WARRANTY WILL BE TRANSFERRED

1 TO THE LESSEE IF PERMITTED BY THE TERMS OF THE WARRANTY.

2 (14) THAT THE LESSEE IS NOT REQUIRED TO PURCHASE
3 INSURANCE OR LIABILITY DAMAGE WAIVER FOR THE PROPERTY THAT IS
4 THE SUBJECT OF THE RENTAL AGREEMENT FROM THE LESSOR OR FROM
5 ANY VENDOR OWNED OR CONTROLLED BY THE LESSOR.

6 (B) NOTICE REQUIRED.--EVERY PRIMARY DISCLOSURE STATEMENT
7 SHALL INCLUDE A NOTICE IN A PROMINENT PLACE IN AT LEAST TEN-
8 POINT TYPE IN SUBSTANTIALLY THE FOLLOWING FORM:

9 NOTICE

10 YOU ARE RENTING THIS PROPERTY. YOU WILL NOT OWN IT UNTIL
11 YOU MAKE ALL OF THE REGULARLY SCHEDULED PAYMENTS OR YOU
12 USE THE EARLY PURCHASE OPTION. YOU DO NOT HAVE THE RIGHT
13 TO KEEP THE PROPERTY IF YOU DO NOT MAKE REQUIRED PAYMENTS
14 OR DO NOT USE THE EARLY PURCHASE OPTION. SUBJECT TO YOUR
15 GRACE PERIODS AND REINSTATEMENT RIGHTS, THE LESSOR MAY
16 REPOSSESS THE PROPERTY IF YOU FAIL TO MAKE RENTAL
17 PAYMENTS AS SCHEDULED. YOUR RIGHTS AND RESPONSIBILITIES
18 ARE FULLY EXPLAINED IN THIS RENTAL-PURCHASE AGREEMENT.

19 (C) TIME OF DISCLOSURE.--EVERY RENTAL-PURCHASE AGREEMENT
20 SHALL BE IN WRITING. THE INFORMATION REQUIRED BY THIS SECTION
21 SHALL BE DISCLOSED BY THE LESSOR PRIOR TO THE SIGNING OF THE
22 RENTAL-PURCHASE AGREEMENT BY THE LESSEE AND SHALL BE DISCLOSED
23 EITHER IN THE RENTAL-PURCHASE AGREEMENT OR ON A DATED, SEPARATE
24 PIECE OF PAPER THAT IDENTIFIES THE RENTAL-PURCHASE AGREEMENT AND
25 THE PARTIES TO IT.

26 (D) MANNER OF DISCLOSURE.--THE DISCLOSURES REQUIRED BY
27 SUBSECTION (A)(2), (3), (9), (11) AND (12) SHALL BE PRINTED OR
28 TYPED IN AT LEAST TEN-POINT BOLDFACE TYPE AND GROUPED TOGETHER.
29 ALL OTHER DISCLOSURES REQUIRED BY THIS SECTION SHALL BE PRINTED
30 OR TYPED IN AT LEAST EIGHT-POINT TYPE. ALL NUMERICAL AMOUNTS AND

1 PERCENTAGES SHALL BE STATED IN FIGURES. ALL INFORMATION REQUIRED
2 BY THIS SECTION SHALL BE WRITTEN, ORGANIZED AND DESIGNED SO THAT
3 IT IS EASY TO READ AND UNDERSTAND. THE INFORMATION SHALL BE
4 APPROPRIATELY DIVIDED AND CAPTIONED BY ITS SECTIONS.

5 (E) DISCLOSURE OF ADDITIONAL INFORMATION.--A LESSOR MAY
6 DISCLOSE INFORMATION THAT IS NOT REQUIRED BY THIS SECTION IF THE
7 ADDITIONAL INFORMATION IS NOT STATED, USED OR PLACED IN A MANNER
8 THAT WILL CONTRADICT, OBSCURE OR DISTRACT ATTENTION FROM THE
9 REQUIRED INFORMATION.

10 (F) COMPLIANCE WITH FEDERAL LAW.--WITH RESPECT TO MATTERS
11 SPECIFICALLY GOVERNED BY THE CONSUMER CREDIT PROTECTION ACT
12 (PUBLIC LAW 90-321, 15 U.S.C. § 1601 ET SEQ.), COMPLIANCE WITH
13 THAT ACT SATISFIES THE REQUIREMENTS OF THIS SECTION.

14 § 6904. PROHIBITED PROVISIONS OF AGREEMENT.

15 A RENTAL-PURCHASE AGREEMENT OR ANY DOCUMENT THAT THE LESSOR
16 REQUESTS THE LESSEE TO SIGN SHALL NOT CONTAIN ANY PROVISION BY
17 WHICH:

18 (1) A POWER OF ATTORNEY IS GIVEN TO CONFESS JUDGMENT IN
19 THIS COMMONWEALTH OR TO APPOINT THE LESSOR, ITS AGENTS OR ITS
20 SUCCESSORS IN INTEREST AS THE LESSEE'S AGENT IN THE
21 COLLECTION OF PAYMENTS OR THE REPOSSESSION OF THE RENTAL
22 PROPERTY.

23 (2) THE LESSEE AUTHORIZES THE LESSOR OR ITS AGENT TO
24 COMMIT ANY BREACH OF THE PEACE IN REPOSSESSING THE RENTAL
25 PROPERTY OR TO ENTER THE LESSEE'S DWELLING OR OTHER PREMISES
26 WITHOUT OBTAINING THE LESSEE'S CONSENT AT THE TIME OF ENTRY.

27 (3) THE LESSOR MANDATES THAT THE LESSEE PURCHASE
28 INSURANCE OR LIABILITY WAIVER AGAINST LOSS OR DAMAGE TO THE
29 RENTAL PROPERTY FROM THE LESSOR. THIS PARAGRAPH SHALL NOT,
30 HOWEVER, BE CONSTRUED TO PROHIBIT A LESSOR FROM OFFERING

1 INSURANCE OR A LIABILITY WAIVER TO A LESSEE PROVIDED IT IS
2 CLEARLY DISCLOSED THAT ACCEPTANCE OF THE OFFER OF INSURANCE
3 OR A LIABILITY WAIVER IS OPTIONAL.

4 (4) THE LESSEE WAIVES OR AGREES TO WAIVE ANY DEFENSE,
5 COUNTERCLAIM OR RIGHT THE LESSEE MAY HAVE AGAINST THE LESSOR,
6 ITS AGENT OR ITS SUCCESSOR IN INTEREST.

7 (5) THE LESSEE IS REQUIRED TO PAY A LATE FEE UNLESS THE
8 RENTAL PAYMENT IS FIVE DAYS OR MORE LATE UNDER A RENTAL-
9 PURCHASE AGREEMENT WITH PAYMENTS MADE MONTHLY, OR TWO DAYS OR
10 MORE LATE UNDER A RENTAL-PURCHASE AGREEMENT WITH PAYMENTS
11 MADE MORE FREQUENTLY THAN MONTHLY.

12 (6) A LESSEE IS REQUIRED TO PAY A LATE FEE EXCEEDING THE
13 GREATER OF \$5 OR 10% OF THE AMOUNT OF THE PAST DUE PAYMENT,
14 REGARDLESS OF HOW LONG THE PAYMENT REMAINS UNPAID.

15 (7) THE LESSEE IS REQUIRED TO PAY A FEE IN CONNECTION
16 WITH RETRIEVAL OF THE PROPERTY OR THE TERMINATION OR
17 RESCISSION OF THE RENTAL-PURCHASE AGREEMENT.

18 (8) THE LESSEE IS CHARGED A FEE FOR IN-HOME COLLECTION
19 OF A RENTAL PAYMENT UNLESS THE AMOUNT OF THE FEE IS DISCLOSED
20 AND THE LESSEE EXPRESSLY HAS AGREED TO PAY THE FEE.

21 § 6905. LESSEE'S RIGHT TO ACQUIRE OWNERSHIP.

22 (A) LIMITATION ON COST OF LEASE SERVICES.--THE TOTAL AMOUNT
23 CHARGED BY THE LESSOR FOR THE COST OF LEASE SERVICES IN A
24 RENTAL-PURCHASE TRANSACTION SHALL NOT EXCEED THE CASH PRICE OF
25 THE PROPERTY.

26 (B) ACQUISITION OF OWNERSHIP.--AT ANY TIME AFTER TENDERING
27 AN INITIAL RENTAL PAYMENT, A LESSEE MAY ACQUIRE OWNERSHIP OF THE
28 PROPERTY THAT IS THE SUBJECT OF THE RENTAL-PURCHASE AGREEMENT BY
29 TENDERING AN AMOUNT EQUAL AT A MAXIMUM TO THE AMOUNT BY WHICH
30 THE CASH PRICE OF THE LEASED PROPERTY EXCEEDS 50% OF ALL RENTAL

1 PAYMENTS MADE BY THE LESSEE.

2 § 6906. LESSEE'S RIGHT TO REINSTATE AGREEMENT AFTER
3 TERMINATION.

4 (A) GENERAL RULE.--A LESSEE WHO FAILS TO MAKE A TIMELY
5 RENTAL PAYMENT MAY REINSTATE THE AGREEMENT WITHOUT LOSING ANY
6 RIGHTS OR OPTIONS WHICH EXIST UNDER THE AGREEMENT BY THE PAYMENT
7 OF ALL OF THE FOLLOWING WITHIN SEVEN DAYS OF THE RENEWAL DATE:

8 (1) ALL PAST DUE RENTAL CHARGES.

9 (2) THE REASONABLE COSTS OF RETRIEVAL AND REDELIVERY, IF
10 THE PROPERTY HAS BEEN RETRIEVED.

11 (3) ANY APPLICABLE LATE FEE.

12 (B) EXTENDED REINSTATEMENT AFTER RETURN OF PROPERTY.--

13 (1) IN THE CASE OF A LESSEE WHO HAS PAID LESS THAN TWO-
14 THIRDS OF THE TOTAL PAYMENTS NECESSARY TO ACQUIRE OWNERSHIP
15 AND WHERE THE LESSEE HAS RETURNED OR VOLUNTARILY SURRENDERED
16 THE PROPERTY, OTHER THAN THROUGH JUDICIAL PROCESS, DURING THE
17 APPLICABLE REINSTATEMENT PERIOD SET FORTH IN SUBSECTION (A),
18 THE LESSEE MAY REINSTATE THE AGREEMENT DURING A PERIOD OF NOT
19 LESS THAN 90 DAYS AFTER THE DATE OF THE RETURN OF THE
20 PROPERTY.

21 (2) IN THE CASE OF A LESSEE WHO HAS PAID TWO-THIRDS OR
22 MORE OF THE TOTAL OF PAYMENTS NECESSARY TO ACQUIRE OWNERSHIP
23 AND WHERE THE LESSEE HAS RETURNED OR VOLUNTARILY SURRENDERED
24 THE PROPERTY, OTHER THAN THROUGH JUDICIAL PROCESS, DURING THE
25 APPLICABLE PERIOD SET FORTH IN SUBSECTION (A), THE LESSEE MAY
26 REINSTATE THE AGREEMENT DURING A PERIOD OF NOT LESS THAN 120
27 DAYS AFTER THE DATE OF THE RETURN OF THE PROPERTY.

28 (C) RIGHT TO REINSTATE FOLLOWING REPOSSESSION.--NOTHING IN
29 THIS SECTION SHALL PREVENT A LESSOR FROM ATTEMPTING TO REPOSSESS
30 PROPERTY DURING THE REINSTATEMENT PERIOD, BUT A REPOSSESSION

1 DURING THE REINSTATEMENT PERIOD SHALL NOT AFFECT THE LESSEE'S
2 RIGHT TO REINSTATE. UPON REINSTATEMENT, THE LESSOR SHALL PROVIDE
3 THE LESSEE WITH THE SAME PROPERTY OR SUBSTITUTE PROPERTY OF
4 COMPARABLE QUALITY AND CONDITION.

5 § 6907. RENT REDUCTION.

6 (A) GENERAL RULE.--IF ANY LESSEE WHO HAS SIGNED A RENTAL-
7 PURCHASE AGREEMENT EXPERIENCES AN INTERRUPTION OR REDUCTION OF
8 25% OR MORE OF INCOME DUE TO INVOLUNTARY JOB LOSS, INVOLUNTARY
9 REDUCED EMPLOYMENT, ILLNESS, PREGNANCY OR DISABILITY AFTER TWO-
10 THIRDS OR MORE OF THE TOTAL AMOUNT OF THE RENTAL PAYMENTS
11 NECESSARY TO ACQUIRE OWNERSHIP UNDER THE AGREEMENT HAS BEEN
12 PAID, THE LESSOR SHALL REDUCE THE AMOUNT OF EACH RENTAL PAYMENT
13 BY:

14 (1) THE PERCENTAGE OF THE REDUCTION IN THE LESSEE'S
15 INCOME; OR

16 (2) FIFTY PERCENT, WHICHEVER IS LESS, FOR THE PERIOD
17 DURING WHICH THE LESSEE'S INCOME IS INTERRUPTED OR REDUCED.

18 (B) NUMBER OF PAYMENTS.--IF PAYMENTS ARE REDUCED, THE TOTAL
19 DOLLAR AMOUNT OF PAYMENTS NECESSARY TO ACQUIRE OWNERSHIP SHALL
20 NOT BE INCREASED, BUT THE NUMBER OF PAYMENTS NECESSARY TO
21 ACQUIRE OWNERSHIP SHALL BE INCREASED ACCORDINGLY AND THE RIGHTS
22 AND DUTIES OF THE LESSOR AND THE LESSEE SHALL NOT OTHERWISE BE
23 AFFECTED.

24 (C) INCOME RESTORED.--WHEN THE LESSEE'S INCOME IS RESTORED,
25 THE LESSOR MAY INCREASE THE AMOUNT OF RENTAL PAYMENTS; BUT IN NO
26 EVENT SHALL RENTAL PAYMENTS EXCEED THE ORIGINALLY DISCLOSED
27 AMOUNT OF RENTAL PAYMENTS.

28 § 6908. ADVERTISING AND DISPLAY OF PROPERTY.

29 (A) ADVERTISEMENTS.--

30 (1) AN ADVERTISEMENT FOR A RENTAL-PURCHASE AGREEMENT

1 SHALL NOT STATE THAT A RENTAL OF ANY SPECIFIC PROPERTY IS
2 AVAILABLE AT A SPECIFIC AMOUNT OR ON SPECIFIC TERMS UNLESS
3 THE LESSOR WILL RENT THE PROPERTY AT THE AMOUNT OR ON THE
4 TERMS SPECIFIED.

5 (2) AN ADVERTISEMENT SHALL NOT STATE THAT A PAYMENT OR A
6 RENTAL PAYMENT IS DUE UPON ORIGINATION OF A RENTAL WITHOUT
7 DISCLOSING ALL OF THE FOLLOWING:

8 (I) THE PAYMENT DUE UPON ORIGINATION OF THE RENTAL.

9 (II) THE RENTAL PAYMENT.

10 (III) THE TOTAL NUMBER OF RENTAL PAYMENTS NECESSARY
11 TO OBTAIN OWNERSHIP OF THE PROPERTY THAT IS THE SUBJECT
12 OF THE RENTAL-PURCHASE AGREEMENT.

13 (B) INFORMATION ON DISPLAYS OR OFFERS.--ALL PROPERTY
14 DISPLAYED OR OFFERED UNDER A RENTAL-PURCHASE AGREEMENT SHALL
15 HAVE STAMPED ON OR AFFIXED TO THE PROPERTY AND CLEARLY AND
16 CONSPICUOUSLY INDICATED IN ARABIC NUMERALS THAT ARE READABLE AND
17 UNDERSTANDABLE BY VISUAL INSPECTION ALL OF THE FOLLOWING:

18 (1) THE AMOUNT OF THE RENTAL PAYMENT.

19 (2) THE CASH PRICE OF THE PROPERTY.

20 (3) THE TOTAL NUMBER AND AMOUNT OF RENTAL PAYMENTS
21 NECESSARY TO ACQUIRE OWNERSHIP OF THE PROPERTY THAT IS THE
22 SUBJECT OF THE RENTAL-PURCHASE AGREEMENT.

23 (4) THE COST OF LEASE SERVICES.

24 (C) COMPLIANCE WITH FEDERAL LAW.--WITH RESPECT TO MATTERS
25 SPECIFICALLY GOVERNED BY THE CONSUMER CREDIT PROTECTION ACT
26 (PUBLIC LAW 90-321, 15 U.S.C. § 1601 ET SEQ.), COMPLIANCE WITH
27 THAT ACT SATISFIES THE REQUIREMENTS OF THIS SECTION.

28 § 6909. LESSOR'S LIABILITY FOR NONCOMPLIANCE.

29 (A) VIOLATION OF OTHER LAW.--A VIOLATION OF THIS CHAPTER
30 SHALL CONSTITUTE A VIOLATION OF THE ACT OF DECEMBER 17, 1968

1 (P.L.1224, NO.387), KNOWN AS THE UNFAIR TRADE PRACTICES AND
2 CONSUMER PROTECTION LAW, AND SHALL BE SUBJECT TO THE ENFORCEMENT
3 PROVISIONS AND PRIVATE RIGHTS OF ACTION CONTAINED IN THAT ACT,
4 EXCEPT AS LIMITED IN THIS SECTION.

5 (B) RECOVERY IN CLASS ACTION LIMITED.--NOTWITHSTANDING ANY
6 OTHER PROVISION OF THIS SECTION OR THE UNFAIR TRADE PRACTICES
7 AND CONSUMER PROTECTION LAW, IN ANY CLASS ACTION BROUGHT FOR
8 VIOLATION OF THIS CHAPTER, THE TOTAL RECOVERY ARISING OUT OF THE
9 SAME FAILURE TO COMPLY SHALL NOT BE MORE THAN THE LESSER OF
10 \$500,000 OR AN AMOUNT EQUAL TO 1% OF THE NET WORTH OF THE
11 LESSOR.

12 (C) RECOVERY OF DAMAGES.--IF A PARTICULAR RENTAL-PURCHASE
13 AGREEMENT HAS MORE THAN ONE LESSEE, ONLY ONE RECOVERY OF DAMAGES
14 IS ALLOWED FOR A VIOLATION OF THIS CHAPTER. MULTIPLE VIOLATIONS
15 IN CONNECTION WITH A SINGLE RENTAL-PURCHASE AGREEMENT ENTITLE
16 THE LESSEE OR MULTIPLE LESSEES TO ONLY ONE RECOVERY UNDER THIS
17 CHAPTER.

18 (D) COMMENCEMENT OF CLASS ACTION.--A CLASS ACTION ALLEGING A
19 VIOLATION OF THIS CHAPTER MAY NOT BE BROUGHT MORE THAN TWO YEARS
20 AFTER THE OCCURRENCE OF THE VIOLATION THAT IS THE SUBJECT OF THE
21 SUIT OR MORE THAN TWO YEARS AFTER THE LESSEE MADE THE LAST
22 RENTAL PAYMENT, WHICHEVER IS LATER. THIS SUBSECTION DOES NOT BAR
23 A LESSEE FROM ASSERTING A VIOLATION OF THIS CHAPTER AS A MATTER
24 OF DEFENSE BY RECOUPMENT OR SETOFF IN AN ACTION BROUGHT BY A
25 LESSOR MORE THAN TWO YEARS AFTER THE DATE OF THE OCCURRENCE OF
26 THE VIOLATION ON AN OBLIGATION ARISING FROM THE RENTAL-PURCHASE
27 AGREEMENT.

28 (E) COUNTERACTION OR DEFENSE.--A LESSEE MAY NOT TAKE ANY
29 ACTION TO OFFSET ANY AMOUNT FOR WHICH A LESSOR IS POTENTIALLY
30 LIABLE UNDER THE UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION

1 LAW AGAINST ANY AMOUNT OWED BY THE LESSEE UNLESS THE AMOUNT OF
2 THE LIABILITY OF THE LESSOR HAS BEEN DETERMINED BY A JUDGMENT OF
3 A COURT OF COMPETENT JURISDICTION IN AN ACTION IN WHICH THE
4 LESSOR WAS A PARTY. THIS SUBSECTION DOES NOT BAR A LESSEE IN
5 DEFAULT ON AN OBLIGATION ARISING FROM THE RENTAL-PURCHASE
6 AGREEMENT FROM ASSERTING A VIOLATION OF THIS CHAPTER IN AN
7 ORIGINAL ACTION OR AS A DEFENSE OR COUNTERCLAIM TO AN ACTION
8 BROUGHT BY THE LESSOR TO COLLECT AMOUNTS OWED BY THE LESSEE
9 UNDER THE RENTAL-PURCHASE AGREEMENT.

10 § 6910. LIMITATIONS ON LESSOR'S LIABILITY.

11 (A) RIGHT TO CORRECT ERRORS.--A LESSOR IS NOT LIABLE FOR ANY
12 VIOLATION OF THE REQUIREMENTS OF THIS CHAPTER IF WITHIN 60 DAYS
13 AFTER DISCOVERING AN ERROR AND BEFORE AN ACTION FOR DAMAGES IS
14 FILED AGAINST THE LESSOR UNDER SECTION 6908 (RELATING TO
15 LESSOR'S LIABILITY FOR NONCOMPLIANCE) OR WRITTEN NOTICE OF THE
16 ERROR IS RECEIVED FROM THE LESSEE, THE LESSOR NOTIFIES THE
17 LESSEE OF THE ERROR AND MAKES ADJUSTMENTS TO THE ACCOUNT OF THE
18 LESSEE THAT ARE NECESSARY TO ASSURE THAT THE LESSEE IS NOT
19 REQUIRED TO PAY AN AMOUNT IN EXCESS OF THE AMOUNTS PERMITTED BY
20 THIS CHAPTER. THIS SUBSECTION APPLIES WHETHER THE ERROR WAS
21 DISCOVERED THROUGH THE LESSOR'S OWN PROCEDURES OR BY ANY OTHER
22 MEANS.

23 (B) LIMITATION IN DAMAGES.--A LESSOR IS NOT LIABLE UNDER
24 SUBSECTION (A) FOR DAMAGES IN EXCESS OF ACTUAL DAMAGE SUSTAINED
25 BY THE LESSEE IF THE LESSOR SHOWS BY A PREPONDERANCE OF THE
26 EVIDENCE THAT THE VIOLATION OF THIS CHAPTER RESULTED FROM A BONA
27 FIDE ERROR, NOTWITHSTANDING THE MAINTENANCE BY THE LESSOR OF
28 PROCEDURES REASONABLY ADOPTED TO AVOID THE ERROR.

29 (C) DEFINITION.--AS USED IN THIS SECTION, THE TERM "BONA
30 FIDE ERROR" INCLUDES, BUT IS NOT LIMITED TO, CLERICAL OR

1 CALCULATION MISTAKES, COMPUTER HARDWARE OR SOFTWARE MALFUNCTIONS
2 AND PROGRAMMING AND PRINTING ERRORS.

3 § 6911. CONFLICT WITH OTHER LAW.

4 IN THE EVENT OF A CONFLICT BETWEEN THIS CHAPTER AND THE ACT
5 OF OCTOBER 28, 1966 (1ST SP.SESS., P.L.55, NO.7), KNOWN AS THE
6 GOODS AND SERVICES INSTALLMENT SALES ACT, THE PROVISIONS OF THIS
7 CHAPTER SHALL BE CONTROLLING.

8 SECTION 6. SECTION 9730 HEADING AND (B) OF TITLE 42 ARE
9 AMENDED TO READ:

10 § 9730. PAYMENT OF COURT COSTS, RESTITUTION AND FINES.

11 * * *

12 (B) PROCEDURES REGARDING DEFAULT.--

13 (1) IF A DEFENDANT DEFAULTS IN THE PAYMENT OF A FINE
14 [OR], COURT COSTS OR RESTITUTION AFTER IMPOSITION OF
15 SENTENCE, THE ISSUING AUTHORITY [SHALL] OR A SENIOR JUDGE OR
16 SENIOR DISTRICT JUSTICE APPOINTED BY THE PRESIDENT JUDGE FOR
17 THE PURPOSES OF THIS SECTION MAY CONDUCT A HEARING TO
18 DETERMINE WHETHER THE DEFENDANT IS FINANCIALLY ABLE TO PAY.

19 (2) IF THE ISSUING AUTHORITY, SENIOR JUDGE OR SENIOR
20 DISTRICT JUSTICE DETERMINES THAT THE DEFENDANT IS FINANCIALLY
21 ABLE TO PAY THE FINE OR COSTS, THE ISSUING AUTHORITY, SENIOR
22 JUDGE OR SENIOR DISTRICT JUSTICE MAY TURN THE DELINQUENT
23 ACCOUNT OVER TO A PRIVATE COLLECTION AGENCY OR IMPOSE
24 IMPRISONMENT FOR NONPAYMENT, AS PROVIDED BY LAW.

25 (3) IF THE ISSUING AUTHORITY, SENIOR JUDGE OR SENIOR
26 DISTRICT JUSTICE DETERMINES THAT THE DEFENDANT IS WITHOUT THE
27 FINANCIAL MEANS TO PAY THE FINE OR COSTS IMMEDIATELY OR IN A
28 SINGLE REMITTANCE, THE ISSUING AUTHORITY, SENIOR JUDGE OR
29 SENIOR DISTRICT JUSTICE MAY PROVIDE FOR PAYMENT IN
30 INSTALLMENTS. IN DETERMINING THE APPROPRIATE INSTALLMENTS,

1 THE ISSUING AUTHORITY, SENIOR JUDGE OR SENIOR DISTRICT
2 JUSTICE SHALL CONSIDER THE DEFENDANT'S FINANCIAL RESOURCES,
3 THE DEFENDANT'S ABILITY TO MAKE RESTITUTION AND REPARATIONS
4 AND THE NATURE OF THE BURDEN THE PAYMENT WILL IMPOSE ON THE
5 DEFENDANT. IF THE DEFENDANT IS IN DEFAULT OF A PAYMENT OR
6 ADVISES THE ISSUING AUTHORITY, SENIOR JUDGE OR SENIOR
7 DISTRICT JUSTICE THAT DEFAULT IS IMMINENT, THE ISSUING
8 AUTHORITY, SENIOR JUDGE OR SENIOR DISTRICT JUSTICE MAY
9 SCHEDULE A REHEARING ON THE PAYMENT SCHEDULE. AT THE
10 REHEARING THE DEFENDANT HAS THE BURDEN OF PROVING CHANGES OF
11 FINANCIAL CONDITION SUCH THAT THE DEFENDANT IS WITHOUT THE
12 MEANS TO MEET THE PAYMENT SCHEDULE. THE ISSUING AUTHORITY,
13 SENIOR JUDGE OR SENIOR DISTRICT JUSTICE MAY EXTEND OR
14 ACCELERATE THE SCHEDULE, LEAVE IT UNALTERED OR SENTENCE THE
15 DEFENDANT TO A PERIOD OF COMMUNITY SERVICE AS THE ISSUING
16 AUTHORITY, SENIOR JUDGE OR SENIOR DISTRICT JUSTICE FINDS TO
17 BE JUST AND PRACTICABLE UNDER THE CIRCUMSTANCES.

18 (4) A DECISION OF THE ISSUING AUTHORITY, SENIOR JUDGE OR
19 SENIOR DISTRICT JUSTICE UNDER PARAGRAPH (2) OR (3) IS SUBJECT
20 TO SECTION 5105 (RELATING TO RIGHT TO APPELLATE REVIEW).

21 SECTION 7. TITLE 42 IS AMENDED BY ADDING A SECTION TO READ:

22 § 9730.1. COLLECTION OF COURT COSTS, RESTITUTION AND FINES BY
23 PRIVATE COLLECTION AGENCY.

24 (A) GENERALLY.--IN ACCORDANCE WITH SECTION 9730(B)(1) AND
25 (2) (RELATING TO PAYMENT OF COURT COSTS, RESTITUTION AND FINES),
26 AN ISSUING AUTHORITY MAY REFER THE COLLECTION OF COSTS, FINES
27 AND RESTITUTION OF A DEFENDANT TO A PRIVATE COLLECTION AGENCY
28 UPON THE EXPIRATION OF A DEFENDANT'S MAXIMUM SENTENCE OR
29 PROBATIONARY TERM WITH OR WITHOUT HOLDING A HEARING PURSUANT TO
30 THIS SECTION. SUCH COLLECTION AGENCY SHALL ADHERE TO ACCEPTED

1 PRACTICES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAW TO
2 COLLECT SUCH COSTS, FINES AND RESTITUTION.

3 (B) CONTRACTS WITH PRIVATE COLLECTION AGENCIES.--

4 (1) THE PRESIDENT JUDGE OF THE JUDICIAL DISTRICT, COUNTY
5 COMMISSIONER OR DESIGNEE OF EITHER MAY CONTRACT WITH PRIVATE
6 COLLECTION AGENCIES FOR THE COLLECTION OF FINES, COSTS AND
7 RESTITUTION IN ACCORDANCE WITH THE PROVISIONS OF THIS
8 SECTION.

9 (2) THE AMOUNT OF THE COLLECTION FEE AS NEGOTIATED
10 BETWEEN THE PRESIDENT JUDGE OF THE JUDICIAL DISTRICT, COUNTY
11 COMMISSIONER OR DESIGNEE OF EITHER AND PRIVATE COLLECTION
12 AGENCIES SHALL BE ADDED TO THE BILL OF COSTS TO BE PAID BY
13 THE DEFENDANT AND SHALL NOT EXCEED 25% OF THE AMOUNT
14 COLLECTED.

15 (3) THE FUNDS SECURED FROM THE DEFENDANT BY THE PRIVATE
16 COLLECTION AGENCY IN CONNECTION WITH THE COLLECTION OF FINES,
17 COSTS AND RESTITUTION SHALL BE DISTRIBUTED AS FOLLOWS:

18 (I) THE FEE DUE THE PRIVATE COLLECTION AGENCY SHALL
19 BE PAID.

20 (II) THE BALANCE SHALL BE DISTRIBUTED IN ACCORDANCE
21 WITH THE ORIGINAL DISTRIBUTION OF FINES, COSTS AND
22 RESTITUTION AS SET FORTH IN THE ORDER OF THE COURT
23 SENTENCING THE DEFENDANT.

24 (C) LIMITATIONS ON PRIVATE COLLECTION AGENCIES.--FOR THE
25 PURPOSES OF THIS SECTION, A PRIVATE COLLECTION AGENCY SHALL
26 CEASE ITS EFFORTS DESIGNED TO COLLECT FINES, COSTS AND
27 RESTITUTION AND SO INFORM THE COURT OR THE COUNTY COMMISSIONERS
28 UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:

29 (1) THE PRIVATE COLLECTION AGENCY CONSIDERS THE AMOUNT
30 OWING NONCOLLECTIBLE;

1 (2) A PERIOD OF 180 DAYS HAS ELAPSED SINCE REFERRAL OF
2 THE AMOUNT OWING TO THE PRIVATE COLLECTION AGENCY AND THERE
3 HAS BEEN NO RESPONSE BY THE DEFENDANT OR COLLECTION OF
4 MONEYS; OR

5 (3) UPON DEMAND OF A JUDGE OF THE COURT OF COMMON PLEAS
6 HAVING JURISDICTION OVER THE DEFENDANT.

7 (D) IMPRISONMENT.--NOTHING IN THIS SUBCHAPTER LIMITS THE
8 ABILITY OF A JUDGE TO IMPRISON A PERSON FOR NONPAYMENT, AS
9 PROVIDED BY LAW, HOWEVER, IMPRISONMENT FOR NONPAYMENT SHALL NOT
10 BE IMPOSED WITHOUT A PUBLIC HEARING UNDER SECTION 9730(B)(1).

11 (E) DEFINITIONS.--AS USED IN THIS SECTION, THE FOLLOWING
12 WORDS AND PHRASES SHALL HAVE THE MEANINGS GIVEN TO THEM IN THIS
13 SUBSECTION:

14 "AMOUNT OWING." THE TOTAL AMOUNT OWED BY A DEFENDANT ON
15 FINES, COSTS OR RESTITUTION IN ACCORDANCE WITH THE ORDER OF
16 COURT SENTENCING THE DEFENDANT AND THIS SECTION.

17 "PRIVATE COLLECTION AGENCY." A PERSON, COMPANY, PARTNERSHIP
18 OR OTHER ENTITY THAT USES ANY INSTRUMENTALITY OF INTERSTATE
19 COMMERCE OR THE MAILS IN ANY BUSINESS THE PRINCIPAL PURPOSE OF
20 WHICH IS THE COLLECTION OF ANY DEBTS, OR WHO REGULARLY COLLECTS
21 OR ATTEMPTS TO COLLECT, DIRECTLY OR INDIRECTLY, DEBTS OWED OR
22 DUE OR ASSERTED TO BE OWED OR DUE ANOTHER UNDER THE APPLICABLE
23 LAWS OF THE UNITED STATES AND OF THIS COMMONWEALTH.

24 SECTION ~~2-3~~ 8. THIS ACT SHALL TAKE EFFECT IN 60 DAYS.

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