

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1374 Session of
1996INTRODUCED BY GREENLEAF, HECKLER, HART AND LEMMOND,
FEBRUARY 1, 1996

SENATE AMENDMENTS TO HOUSE AMENDMENTS, JUNE 28, 1996

AN ACT

1 Amending Title 42 (Judiciary and Judicial Procedure) of the
2 Pennsylvania Consolidated Statutes, providing for the
3 unauthorized practice of law and for reappointment of
4 district justice; further providing for THE JUDICIAL COMPUTER <—
5 SYSTEM AUGMENTATION ACCOUNT AND FOR scope of chapter relating
6 to limitation of time; providing for assignment to orphans'
7 court; ~~and~~ regulating rental purchase transactions; AND <—
8 MAKING A REPEAL.

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

11 Section 1. Section 2524(a) of Title 42 of the Pennsylvania
12 Consolidated Statutes is amended and the section is amended by
13 adding a subsection to read:

14 § 2524. Penalty for unauthorized practice of law.

15 (a) General rule.--Except as provided in subsection (b), any
16 person, including, but not limited to, a paralegal or legal
17 assistant, who within this Commonwealth shall practice law, or
18 who shall hold himself out to the public as being entitled to
19 practice law, or use or advertise the title of lawyer, attorney
20 at law, attorney and counselor at law, counselor, or the

1 equivalent in any language, in such a manner as to convey the
2 impression that he is a practitioner of the law of any
3 jurisdiction, without being an attorney at law or a corporation
4 complying with 15 Pa.C.S. Ch. 29 (relating to professional
5 corporations), commits a misdemeanor of the third degree[.] upon
6 a first violation. A second or subsequent violation of this
7 subsection constitutes a misdemeanor of the first degree.

8 * * *

9 (c) Injunction.--In addition to criminal prosecution,
10 unauthorized practice of law may be enjoined in any county court
11 of common pleas having personal jurisdiction over the defendant.
12 The party obtaining such an injunction may be awarded costs and
13 expenses incurred, including reasonable attorney fees, against
14 the enjoined party. A violation of subsection (a) is also a
15 violation of the act of December 17, 1968 (P.L.1224, No.387),
16 known as the Unfair Trade Practices and Consumer Protection Law.

17 Section 2. Title 42 is amended by adding a section to read:
18 § 3132.1. Reappointment of district justice.

19 Notwithstanding any provisions of this title to the contrary,
20 a district justice who resigns from office may not be
21 reappointed to his or her unexpired term.

22 SECTION 3. SECTION 3733 OF TITLE 42 IS AMENDED BY ADDING A
23 SUBSECTION TO READ:

24 § 3733. DEPOSITS INTO ACCOUNT.

25 * * *

26 (C) EXPIRATION OF SECTION.--THE PROVISIONS OF THIS SECTION
27 SHALL EXPIRE WHEN THE SUM OF \$100,000,000 HAS BEEN DEPOSITED
28 INTO THE JUDICIAL COMPUTER SYSTEM AUGMENTATION ACCOUNT. THE
29 \$100,000,000 SHALL BE THE SUM OF ALL DEPOSITS INTO THE JUDICIAL
30 COMPUTER SYSTEM AUGMENTATION ACCOUNT BEGINNING ON AND AFTER JUNE

1 29, 1990.

2 Section ~~3~~ 4. Section 5501 of Title 42 is amended to read: <—

3 § 5501. Scope of chapter.

4 (a) General rule.--An action, proceeding or appeal must be
5 commenced within the time specified in or pursuant to this
6 chapter unless, in the case of a civil action or proceeding, a
7 different time is provided by this title or another statute or a
8 shorter time which is not manifestly unreasonable is prescribed
9 by written agreement.

10 (b) Uniform Commercial Code.--The provisions of Title 13
11 (relating to commercial code), to the extent that they are
12 inconsistent with this chapter, shall control over the
13 provisions of this chapter.

14 (c) Equitable matters.--[This chapter is applicable to
15 equitable matters, but nothing] Nothing in this chapter shall
16 modify the principles of waiver, laches and estoppel and similar
17 principles heretofore applicable in equitable matters.

18 Section ~~4~~ 5. Section 6351 of Title 42 is amended by adding a <—
19 subsection to read:

20 § 6351. Disposition of dependent child.

21 * * *

22 (i) Assignment to orphans' court.--A judge who adjudicated
23 the child dependent or who has conducted disposition review
24 hearings or other dependency proceedings involving the child may
25 be assigned to the orphans' court division for the purpose of
26 hearing proceedings relating to any of the following:

27 (1) Involuntary termination of parental rights of a
28 parent of the dependent child under 23 Pa.C.S. Ch. 25 Subch.
29 B (relating to involuntary termination).

30 (2) A petition to adopt the dependent child.

1 Section ~~5~~ 6. Title 42 is amended by adding a chapter to
2 read:

3 CHAPTER 69
4 PARTICULAR RIGHTS AND IMMUNITIES

6 6901. Short title of chapter.

8 6903. Required disclosures in connection with
9 rental-purchase agreement.

11 6905. Lessee's right to acquire ownership.

14 6907. Rent reduction.

16 6909. Lessor's liability for noncompliance.

18 6911. Conflict with other law.

20 This chapter shall be known and may be cited as the Rental-
21 Purchase Agreement Act.

23 The following words and phrases when used in this chapter
24 shall have the meanings given to them in this section unless the
25 context clearly indicates otherwise:

1 indirectly, a rental-purchase agreement.

2 "Cash price." The price at which the lessor would offer to
3 sell in the ordinary course of business the same or similar
4 property for cash on the day the lessee enters into a rental-
5 purchase agreement.

6 "Lessee." A person who rents personal property pursuant to a
7 rental-purchase agreement.

8 "Lessor." A person who, in the ordinary course of business,
9 regularly offers to rent or arranges for personal property to be
10 rented pursuant to a rental-purchase agreement. A lessor is a
11 creditor as defined in 37 Pa. Code § 303.2 (relating to
12 definitions), when owed or alleged to be owed a debt and is
13 subject to 37 Pa. Code Ch. 303 (relating to debt collection
14 trade practices).

15 "Personal property." Any property that is not real property
16 under the laws of the state where it is located when it is
17 offered or made available for a rental-purchase agreement.

18 "Rental-purchase agreement." An agreement for the use of
19 personal property by an individual primarily for personal,
20 family or household purposes for an initial period of four
21 months or less that is automatically renewable with each rental
22 payment after the initial period and that permits the lessee to
23 acquire ownership of the property. It does not include nor is it
24 subject to laws governing any of the following:

25 (1) A lease for agricultural, business or commercial
26 purposes.

27 (2) A lease made to an organization.

28 (3) A lease of money or intangible personal property.

29 (4) A lease of a motor vehicle, motor home, mobile home
30 or manufactured housing.

1 (5) A home solicitation sale under section 7 of the act
2 of December 17, 1968 (P.L.1224, No.387), known as the Unfair
3 Trade Practices and Consumer Protection Law.

4 (6) A retail installment sale, retail installment
5 contract or retail installment account as defined in the act
6 of October 28, 1966 (1st Sp.Sess., P.L.55, No.7), known as
7 the Goods and Services Installment Sales Act.

8 (7) A security interest as defined in 13 Pa.C.S. Ch.
9 1201 (relating to general definitions).

10 § 6903. Required disclosures in connection with rental-purchase
11 agreement.

12 (a) General rule.--A lessor shall disclose all of the
13 following in a clear and conspicuous manner:

14 (1) A brief description of the rented property
15 sufficient to identify it to the lessee and lessor and a
16 statement as to whether the property is new, used or
17 previously rented. If a rental is for multiple items of
18 property, a description of each item may be provided in a
19 separate statement incorporated by reference in the rental-
20 purchase agreement or primary disclosure statement.

21 (2) The total amount of any initial payment, including
22 any advance payment, delivery charge or any trade-in
23 allowance, to be paid by the lessee at or before consummation
24 of the rental-purchase agreement.

25 (3) The amount and timing of rental payments.

26 (4) The amount of all other charges, individually
27 itemized, payable by the lessee to the lessor that are not
28 included in the rental payments.

29 (5) The party who is liable for loss, damage in excess
30 of normal wear and tear or destruction of the rented

1 property.

2 (6) The right of the lessee to reinstate under section
3 6906 (relating to lessee's right to reinstate agreement after
4 termination) and the amount of, or method of determining the
5 amount of, the delinquency charges, reinstatement fee or
6 delivery charge for reinstatement.

7 (7) The party responsible for maintaining or servicing
8 the rental property and a brief description of the
9 responsibility.

10 (8) The conditions upon which the lessee or lessor may
11 terminate the rental agreement prior to the expiration of the
12 rental term.

13 (9) The total of all initial payments, all rental
14 payments and all other charges necessary to acquire ownership
15 of the rented property.

16 (10) That the lessee has the option to purchase the
17 rented property at any time and at what price or by what
18 formula or method the purchase price will be determined.

19 (11) The cash price of the personal property that is the
20 subject of the rental-purchase agreement.

21 (12) The cost of lease services, which is the difference
22 between the total of payments disclosed under paragraph (9)
23 and the cash price of the property disclosed under paragraph
24 (11).

25 (13) That if any part of a manufacturer's warranty
26 exists on the leased property when a lessee acquires
27 ownership of the property, the warranty will be transferred
28 to the lessee if permitted by the terms of the warranty.

29 (14) That the lessee is not required to purchase
30 insurance or liability damage waiver for the property that is

1 the subject of the rental agreement from the lessor or from
2 any vendor owned or controlled by the lessor.

3 (b) Notice required.--Every primary disclosure statement
4 shall include a notice in a prominent place in at least ten-
5 point type in substantially the following form:

6 NOTICE

7 You are renting this property. You will not own it until
8 you make all of the regularly scheduled payments or you
9 use the early purchase option. You do not have the right
10 to keep the property if you do not make required payments
11 or do not use the early purchase option. Subject to your
12 grace periods and reinstatement rights, the lessor may
13 repossess the property if you fail to make rental
14 payments as scheduled. Your rights and responsibilities
15 are fully explained in this rental-purchase agreement.

16 (c) Time of disclosure.--Every rental-purchase agreement
17 shall be in writing. The information required by this section
18 shall be disclosed by the lessor prior to the signing of the
19 rental-purchase agreement by the lessee and shall be disclosed
20 either in the rental-purchase agreement or on a dated, separate
21 piece of paper that identifies the rental-purchase agreement and
22 the parties to it.

23 (d) Manner of disclosure.--The disclosures required by
24 subsection (a)(2), (3), (9), (11) and (12) shall be printed or
25 typed in at least ten-point boldface type and grouped together.
26 All other disclosures required by this section shall be printed
27 or typed in at least eight-point type. All numerical amounts and
28 percentages shall be stated in figures. All information required
29 by this section shall be written, organized and designed so that
30 it is easy to read and understand. The information shall be

1 appropriately divided and captioned by its sections.

2 (e) Disclosure of additional information.--A lessor may
3 disclose information that is not required by this section if the
4 additional information is not stated, used or placed in a manner
5 that will contradict, obscure or distract attention from the
6 required information.

7 (f) Compliance with Federal law.--With respect to matters
8 specifically governed by the Consumer Credit Protection Act
9 (Public Law 90-321, 15 U.S.C. § 1601 et seq.), compliance with
10 that act satisfies the requirements of this section.

11 § 6904. Prohibited provisions of agreement.

12 A rental-purchase agreement or any document that the lessor
13 requests the lessee to sign shall not contain any provision by
14 which:

15 (1) A power of attorney is given to confess judgment in
16 this Commonwealth or to appoint the lessor, its agents or its
17 successors in interest as the lessee's agent in the
18 collection of payments or the repossession of the rental
19 property.

20 (2) The lessee authorizes the lessor or its agent to
21 commit any breach of the peace in repossessing the rental
22 property or to enter the lessee's dwelling or other premises
23 without obtaining the lessee's consent at the time of entry.

24 (3) The lessor mandates that the lessee purchase
25 insurance or liability waiver against loss or damage to the
26 rental property from the lessor. This paragraph shall not,
27 however, be construed to prohibit a lessor from offering
28 insurance or a liability waiver to a lessee provided it is
29 clearly disclosed that acceptance of the offer of insurance
30 or a liability waiver is optional.

1 (4) The lessee waives or agrees to waive any defense,
2 counterclaim or right the lessee may have against the lessor,
3 its agent or its successor in interest.

4 (5) The lessee is required to pay a late fee unless the
5 rental payment is five days or more late under a rental-
6 purchase agreement with payments made monthly, or two days or
7 more late under a rental-purchase agreement with payments
8 made more frequently than monthly.

9 (6) A lessee is required to pay a late fee exceeding the
10 greater of \$5 or 10% of the amount of the past due payment,
11 regardless of how long the payment remains unpaid.

12 (7) The lessee is required to pay a fee in connection
13 with retrieval of the property or the termination or
14 rescission of the rental-purchase agreement.

15 (8) The lessee is charged a fee for in-home collection
16 of a rental payment unless the amount of the fee is disclosed
17 and the lessee expressly has agreed to pay the fee.

18 § 6905. Lessee's right to acquire ownership.

19 (a) Limitation on cost of lease services.--The total amount
20 charged by the lessor for the cost of lease services in a
21 rental-purchase transaction shall not exceed the cash price of
22 the property.

23 (b) Acquisition of ownership.--At any time after tendering
24 an initial rental payment, a lessee may acquire ownership of the
25 property that is the subject of the rental-purchase agreement by
26 tendering an amount equal at a maximum to the amount by which
27 the cash price of the leased property exceeds 50% of all rental
28 payments made by the lessee.

29 § 6906. Lessee's right to reinstate agreement after
30 termination.

1 (a) General rule.--A lessee who fails to make a timely
2 rental payment may reinstate the agreement without losing any
3 rights or options which exist under the agreement by the payment
4 of all of the following within seven days of the renewal date:

5 (1) All past due rental charges.

6 (2) The reasonable costs of retrieval and redelivery, if
7 the property has been retrieved.

8 (3) Any applicable late fee.

9 (b) Extended reinstatement after return of property.--

10 (1) In the case of a lessee who has paid less than two-
11 thirds of the total payments necessary to acquire ownership
12 and where the lessee has returned or voluntarily surrendered
13 the property, other than through judicial process, during the
14 applicable reinstatement period set forth in subsection (a),
15 the lessee may reinstate the agreement during a period of not
16 less than 90 days after the date of the return of the
17 property.

18 (2) In the case of a lessee who has paid two-thirds or
19 more of the total of payments necessary to acquire ownership
20 and where the lessee has returned or voluntarily surrendered
21 the property, other than through judicial process, during the
22 applicable period set forth in subsection (a), the lessee may
23 reinstate the agreement during a period of not less than 120
24 days after the date of the return of the property.

25 (c) Right to reinstate following repossession.--Nothing in
26 this section shall prevent a lessor from attempting to repossess
27 property during the reinstatement period, but a repossession
28 during the reinstatement period shall not affect the lessee's
29 right to reinstate. Upon reinstatement, the lessor shall provide
30 the lessee with the same property or substitute property of

1 comparable quality and condition.

2 § 6907. Rent reduction.

3 (a) General rule.--If any lessee who has signed a rental-
4 purchase agreement experiences an interruption or reduction of
5 25% or more of income due to involuntary job loss, involuntary
6 reduced employment, illness, pregnancy or disability after two-
7 thirds or more of the total amount of the rental payments
8 necessary to acquire ownership under the agreement has been
9 paid, the lessor shall reduce the amount of each rental payment
10 by:

11 (1) the percentage of the reduction in the lessee's
12 income; or

13 (2) fifty percent, whichever is less, for the period
14 during which the lessee's income is interrupted or reduced.

15 (b) Number of payments.--If payments are reduced, the total
16 dollar amount of payments necessary to acquire ownership shall
17 not be increased, but the number of payments necessary to
18 acquire ownership shall be increased accordingly and the rights
19 and duties of the lessor and the lessee shall not otherwise be
20 affected.

21 (c) Income restored.--When the lessee's income is restored,
22 the lessor may increase the amount of rental payments; but in no
23 event shall rental payments exceed the originally disclosed
24 amount of rental payments.

25 § 6908. Advertising and display of property.

26 (a) Advertisements.--

27 (1) An advertisement for a rental-purchase agreement
28 shall not state that a rental of any specific property is
29 available at a specific amount or on specific terms unless
30 the lessor will rent the property at the amount or on the

1 terms specified.

2 (2) An advertisement shall not state that a payment or a
3 rental payment is due upon origination of a rental without
4 disclosing all of the following:

5 (i) The payment due upon origination of the rental.

6 (ii) The rental payment.

7 (iii) The total number of rental payments necessary
8 to obtain ownership of the property that is the subject
9 of the rental-purchase agreement.

10 (b) Information on displays or offers.--All property
11 displayed or offered under a rental-purchase agreement shall
12 have stamped on or affixed to the property and clearly and
13 conspicuously indicated in Arabic numerals that are readable and
14 understandable by visual inspection all of the following:

15 (1) The amount of the rental payment.

16 (2) The cash price of the property.

17 (3) The total number and amount of rental payments
18 necessary to acquire ownership of the property that is the
19 subject of the rental-purchase agreement.

20 (4) The cost of lease services.

21 (c) Compliance with Federal law.--With respect to matters
22 specifically governed by the Consumer Credit Protection Act
23 (Public Law 90-321, 15 U.S.C. § 1601 et seq.), compliance with
24 that act satisfies the requirements of this section.

25 § 6909. Lessor's liability for noncompliance.

26 (a) Violation of other law.--A violation of this chapter
27 shall constitute a violation of the act of December 17, 1968
28 (P.L.1224, No.387), known as the Unfair Trade Practices and
29 Consumer Protection Law, and shall be subject to the enforcement
30 provisions and private rights of action contained in that act,

1 except as limited in this section.

2 (b) Recovery in class action limited.--Notwithstanding any
3 other provision of this section or the Unfair Trade Practices
4 and Consumer Protection Law, in any class action brought for
5 violation of this chapter, the total recovery arising out of the
6 same failure to comply shall not be more than the lesser of
7 \$500,000 or an amount equal to 1% of the net worth of the
8 lessor.

9 (c) Recovery of damages.--If a particular rental-purchase
10 agreement has more than one lessee, only one recovery of damages
11 is allowed for a violation of this chapter. Multiple violations
12 in connection with a single rental-purchase agreement entitle
13 the lessee or multiple lessees to only one recovery under this
14 chapter.

15 (d) Commencement of class action.--A class action alleging a
16 violation of this chapter may not be brought more than two years
17 after the occurrence of the violation that is the subject of the
18 suit or more than two years after the lessee made the last
19 rental payment, whichever is later. This subsection does not bar
20 a lessee from asserting a violation of this chapter as a matter
21 of defense by recoupment or setoff in an action brought by a
22 lessor more than two years after the date of the occurrence of
23 the violation on an obligation arising from the rental-purchase
24 agreement.

25 (e) Counteraction or defense.--A lessee may not take any
26 action to offset any amount for which a lessor is potentially
27 liable under the Unfair Trade Practices and Consumer Protection
28 Law against any amount owed by the lessee unless the amount of
29 the liability of the lessor has been determined by a judgment of
30 a court of competent jurisdiction in an action in which the

1 lessor was a party. This subsection does not bar a lessee in
2 default on an obligation arising from the rental-purchase
3 agreement from asserting a violation of this chapter in an
4 original action or as a defense or counterclaim to an action
5 brought by the lessor to collect amounts owed by the lessee
6 under the rental-purchase agreement.

7 § 6910. Limitations on lessor's liability.

8 (a) Right to correct errors.--A lessor is not liable for any
9 violation of the requirements of this chapter if within 60 days
10 after discovering an error and before an action for damages is
11 filed against the lessor under section 6908 (relating to
12 lessor's liability for noncompliance) or written notice of the
13 error is received from the lessee, the lessor notifies the
14 lessee of the error and makes adjustments to the account of the
15 lessee that are necessary to assure that the lessee is not
16 required to pay an amount in excess of the amounts permitted by
17 this chapter. This subsection applies whether the error was
18 discovered through the lessor's own procedures or by any other
19 means.

20 (b) Limitation in damages.--A lessor is not liable under
21 subsection (a) for damages in excess of actual damage sustained
22 by the lessee if the lessor shows by a preponderance of the
23 evidence that the violation of this chapter resulted from a bona
24 fide error, notwithstanding the maintenance by the lessor of
25 procedures reasonably adopted to avoid the error.

26 (c) Definition.--As used in this section, the term "bona
27 fide error" includes, but is not limited to, clerical or
28 calculation mistakes, computer hardware or software malfunctions
29 and programming and printing errors.

30 § 6911. Conflict with other law.

1 In the event of a conflict between this chapter and the act
2 of October 28, 1966 (1st Sp.Sess., P.L.55, No.7), known as the
3 Goods and Services Installment Sales Act, the provisions of this
4 chapter shall be controlling.

5 Section ~~6~~ 7. Section 9730 heading and (b) of Title 42 are <—
6 amended to read:

7 § 9730. Payment of court costs, restitution and fines.

8 * * *

9 (b) Procedures regarding default.--

10 (1) If a defendant defaults in the payment of a fine
11 [or], court costs or restitution after imposition of
12 sentence, the issuing authority [shall] or a senior judge or
13 senior district justice appointed by the president judge for
14 the purposes of this section may conduct a hearing to
15 determine whether the defendant is financially able to pay.

16 (2) If the issuing authority, senior judge or senior
17 district justice determines that the defendant is financially
18 able to pay the fine or costs, the issuing authority, senior
19 judge or senior district justice may turn the delinquent
20 account over to a private collection agency or impose
21 imprisonment for nonpayment, as provided by law.

22 (3) If the issuing authority, senior judge or senior
23 district justice determines that the defendant is without the
24 financial means to pay the fine or costs immediately or in a
25 single remittance, the issuing authority, senior judge or
26 senior district justice may provide for payment in
27 installments. In determining the appropriate installments,
28 the issuing authority, senior judge or senior district
29 justice shall consider the defendant's financial resources,
30 the defendant's ability to make restitution and reparations

1 and the nature of the burden the payment will impose on the
2 defendant. If the defendant is in default of a payment or
3 advises the issuing authority, senior judge or senior
4 district justice that default is imminent, the issuing
5 authority, senior judge or senior district justice may
6 schedule a rehearing on the payment schedule. At the
7 rehearing the defendant has the burden of proving changes of
8 financial condition such that the defendant is without the
9 means to meet the payment schedule. The issuing authority,
10 senior judge or senior district justice may extend or
11 accelerate the schedule, leave it unaltered or sentence the
12 defendant to a period of community service as the issuing
13 authority, senior judge or senior district justice finds to
14 be just and practicable under the circumstances.

15 (4) A decision of the issuing authority, senior judge or
16 senior district justice under paragraph (2) or (3) is subject
17 to section 5105 (relating to right to appellate review).

18 Section 7 8. Title 42 is amended by adding a section to <—
19 read:

20 § 9730.1. Collection of court costs, restitution and fines by
21 private collection agency.

22 (a) Generally.--In accordance with section 9730(b)(1) and
23 (2) (relating to payment of court costs, restitution and fines),
24 an issuing authority may refer the collection of costs, fines
25 and restitution of a defendant to a private collection agency
26 upon the expiration of a defendant's maximum sentence or
27 probationary term with or without holding a hearing pursuant to
28 this section. Such collection agency shall adhere to accepted
29 practices in accordance with applicable Federal and State law to
30 collect such costs, fines and restitution.

1 (b) Contracts with private collection agencies.--

2 (1) The president judge of the judicial district, county
3 commissioner or designee of either may contract with private
4 collection agencies for the collection of fines, costs and
5 restitution in accordance with the provisions of this
6 section.

7 (2) The amount of the collection fee as negotiated
8 between the president judge of the judicial district, county
9 commissioner or designee of either and private collection
10 agencies shall be added to the bill of costs to be paid by
11 the defendant and shall not exceed 25% of the amount
12 collected.

13 (3) The funds secured from the defendant by the private
14 collection agency in connection with the collection of fines,
15 costs and restitution shall be distributed as follows:

16 (i) The fee due the private collection agency shall
17 be paid.

18 (ii) The balance shall be distributed in accordance
19 with the original distribution of fines, costs and
20 restitution as set forth in the order of the court
21 sentencing the defendant.

22 (c) Limitations on private collection agencies.--For the
23 purposes of this section, a private collection agency shall
24 cease its efforts designed to collect fines, costs and
25 restitution and so inform the court or the county commissioners
26 upon the occurrence of any of the following:

27 (1) the private collection agency considers the amount
28 owing noncollectible;

29 (2) a period of 180 days has elapsed since referral of
30 the amount owing to the private collection agency and there

1 has been no response by the defendant or collection of
2 moneys; or

3 (3) upon demand of a judge of the court of common pleas
4 having jurisdiction over the defendant.

5 (d) Imprisonment.--Nothing in this subchapter limits the
6 ability of a judge to imprison a person for nonpayment, as
7 provided by law, however, imprisonment for nonpayment shall not
8 be imposed without a public hearing under section 9730(b)(1).

9 (e) Definitions.--As used in this section, the following
10 words and phrases shall have the meanings given to them in this
11 subsection:

12 "Amount owing." The total amount owed by a defendant on
13 finer, costs or restitution in accordance with the order of
14 court sentencing the defendant and this section.

15 "Private collection agency." A person, company, partnership
16 or other entity that uses any instrumentality of interstate
17 commerce or the mails in any business the principal purpose of
18 which is the collection of any debts, or who regularly collects
19 or attempts to collect, directly or indirectly, debts owed or
20 due or asserted to be owed or due another under the applicable
21 laws of the United States and of this Commonwealth.

22 ~~Section 8. This act shall take effect in 60 days.~~ <—

23 SECTION 9. SECTION 4 OF THE ACT OF JUNE 29, 1990 (P.L.257, <—
24 NO.59), ENTITLED "AN ACT AMENDING TITLE 42 (JUDICIARY AND
25 JUDICIAL PROCEDURE) OF THE PENNSYLVANIA CONSOLIDATED STATUTES,
26 FURTHER PROVIDING FOR DEPOSITS INTO THE JUDICIAL COMPUTER SYSTEM
27 AUGMENTATION ACCOUNT; IMPOSING ADDITIONAL FEES; AND MAKING
28 REFUNDS," IS REPEALED.

29 SECTION 10. THIS ACT SHALL TAKE EFFECT AS FOLLOWS:

30 (1) THE ADDITION OF 42 PA.C.S. § 3733(C) SHALL TAKE

1 EFFECT IMMEDIATELY.

2 (2) SECTION 9 AND THIS SECTION SHALL TAKE EFFECT
3 IMMEDIATELY.

4 (3) THE REMAINDER OF THIS ACT SHALL TAKE EFFECT IN 60
5 DAYS.