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Inside this issue:

PA Home Improvement
Consumer Protection
Act: Ensuring you
won't get fooled again!

1

Internet Identity Theft

1

Cruise Vacations and
Boating: The Law may
not be what you think!!

5

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**Pennsylvania Home Improvement Consumer Protection Act:
Ensuring you won't get fooled again!**

By Lauren Reap, Esquire



Planning to remodel your kitchen, build a deck or lay some new pavers down in your backyard? Whether you go to your local hardware store, hire a contractor, or utilize a local specialty store may effect the rights and protections you are afforded in connection with the materials and services that you purchase.

The Pennsylvania Home Improvement Consumer Protection Act ("Act") (73 P.S. § 517.1, *et. seq.*) went into effect July 1, 2009, and yet there are still many who do not know what the Act requires, who it applies to, or when it applies.

The Act requires all Pennsylvania "Contractors" to register with the Bureau of Consumer Protection in the Office of the Attorney General. A "Contractor" is defined by the Act as "Any person who owns and operates a home improvement business or who undertakes, offers to undertake or agrees to perform any home improvement."

continued on page 2...

Internet Identity Theft

By Regina Parker, Esquire

Today, more than ever, individuals are turning to the Internet to complete more of their daily tasks and chores. From shopping to banking to applying for new credit cards, personal information is being transferred electronically. The question most individuals do not ask themselves when sending personal information, through the Internet is: "How secure am I?"

Identity theft has become extremely prevalent in America. Most victims do not realize that someone has stolen their identity until they notice charges for purchases that were never made or receive bills for accounts

continued on page 4...

PA Home Improvement Consumer Protection Act: Ensuring you won't get fooled again!

continued from page 1

A contractor includes a subcontractor or independent contractor "who has contracted with a home improvement retailer, regardless of the retailer's net worth, to provide home improvement services to the retailer's customers." Exemptions include home improvement retailers that have a net worth of over \$50,000,000 (like a Home Depot or Lowes), employees of such a retailer who do not perform home improvements, and persons whose home improvements totaled less than \$5,000 in the previous year.

"Home Improvement" includes the following when executed in connection with land or a portion of a building that is a private residence or is adjacent to a private residence, when the price of the work exceeds \$500: "Repair, replacement, remodeling, demolition, removal, renovation, installation, alteration, conversion, modernization, improvement, rehabilitation or sandblasting," as well as "construction, replacement, installation or improvement of driveways, swimming pools, pool houses, porches, garages, roofs, siding, insulation, solar energy systems, security systems, flooring, patios, fences, gazebos, sheds cabanas," certain landscaping, painting, doors and windows and waterproofing, in addition to "the installation of heating, air conditioning, storm windows or awnings."

"Home Improvement" does NOT include new home construction or the sale of materials by a seller who neither arranges or performs, directly or indirectly, any work or labor in connection with the installation or application of such materials. Also exempt is the sale of appliances, like stoves and refrigerators, that are easily removed, as well as work performed by the owner of his or her own residence for no compensation.

continued on page 3.....

PA Home Improvement Consumer Protection Act: Ensuring you won't get fooled again!

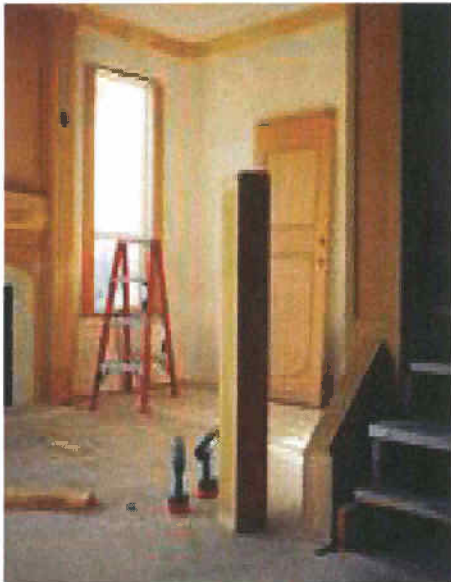
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As stated, all contractors subject to the Act must register with the Consumer protection Bureau. Registration requires includes disclosure of extensive information concerning the contractor's business and its principles, and other information. Registration yields a registration number that must appear on all advertisements, estimates, proposals and contracts generated in connection with any qualifying Home Improvement.

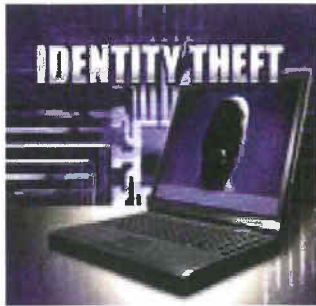
Most importantly, a Home Improvement Contract will NOT be valid or enforceable against the property owner unless it contains certain information, including: approximate start and end dates of the work to be performed; the name, addresses and telephone numbers of all subcontractors to be used; signatures by the property owner and contractor (or salesperson on his or her behalf); a description of the work to be performed, including specifications; and a guaranty of certain liability and property damage insurance. Also required is a right to rescind the contract within three business days of signing, without penalty.

Additionally, a Home Improvement Contract is voidable by the property owner if it contains any of the following: a provision prohibiting the property owner from asserting a claim arising out of the contract; a provision that the contractor can be awarded attorneys fees in the event of a dispute; a waiver of a right to a jury trial; or a waiver of any rights afforded under the Act. A Home Improvement contract with a home improvement retailer is subject to similar contractual requirements.

If you engage in any of the home improvements described above, you should consult with an attorney immediately to see if you are subject to the Act. Failure to comply with the Act may render your contracts unenforceable or subject you to penalties under the Unfair Trade Practices and Consumer Protection Law.



continued on page 4...



Internet Identity Theft

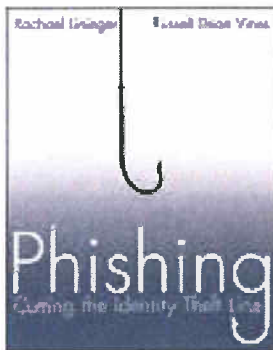
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they never opened. Others realize that identity theft has occurred when they are denied credit because of derogatory credit information for which they were not responsible for. When you find out that your identity has been stolen it can be a long, painstaking process to correct. Today, the Internet has become an extremely popular way for thieves to gain personal information which is used to conducting identity theft.

Two of the most common means of identity theft over the Internet are Phishing and spam. Phishers attempt to acquire sensitive information such as passwords and credit card details by masquerading as a trustworthy business in an electronic communication. Phishing is typically carried out using e-mail or an instant message. Most methods of Phishing use some form of technical deception designed to make a link in an e-mail appear to belong to the spoofed organization. Misspelled web addresses or incorrect links are commonly used by Phishers. Spam or junk e-mail requires people to respond to promotions, contests and the like. As soon as an individual inputs information, the spammer has their personal information which can be used to perpetrate identity theft.

There are many examples of what you as an individual Internet consumer can do to prevent identity theft. An important thing that an Internet user can do is to know what information to provide over the Internet. Check the privacy policy of each merchant or company you deal with. Use only one credit card for all Internet purchases and monitor the statement each month and only provide the minimum amount of information to complete a transaction. This list is not extensive and is given only as an example of some protection possible when giving out personal information over the Internet.

Continued on page 5...



Internet Identity Theft

continued from page 4

If you suspect that someone has stolen your identity there are numerous steps that you should take. Contact the fraud department of your credit card company. If your bank account information has been stolen, immediately contact your bank and request that those accounts be closed. You should report the suspected theft to appropriate law enforcement authorities. It is also recommended that you contact the fraud department of the three main credit reporting agencies of Equifax, Experian and TransUnion and ask them about issuing a fraud alert including a statement that creditors should get your permission prior to opening any new accounts.

If you have any questions on how best to proceed or actions that can be taken regarding identity theft, or uncooperative credit card companies, banks or credit reporting agencies, we recommend contacting either the Federal Trade Commission or seek advice from an attorney. This article provides general information regarding identity theft. It is not a comprehensive review of all issues surrounding identity theft, so anyone with specific questions should seek advice from an attorney.

Cruise Vacations and Boating: The Law may not be what you think!!

By Stephen J. Galati, Esquire



Many people do not realize that the law that controls matters such as cruise vacations and the ownership and operation of boats, in many instances will be federal admiralty law, rather than state law. Federal admiralty law is unique in many respects and many attorneys may not be familiar with its peculiarities. If you are involved in an accident during a cruise or while boating, special attention must be paid.

continued on page 6...

Cruise Vacations and Boating: The Law may not be what you think!!

continued from page 5

Cruising

Many local residents take cruise vacations each year. These may be elaborate affairs involving a plane trip to one of the popular cruise ports in Florida such as Miami, Fort Lauderdale, or Port Canaveral, among others. Others may cruise out of the Port of Philadelphia or a local cruise ports such as New York, Port Newark, or Baltimore. In many cases, the travelers will use a travel agent to make all arrangements, or will make all arrangements directly through the cruise line. In other instances, the travelers will make separate arrangements to the port, hotels, and the cruise itself.

In all instances the passengers will be issued a ticket for the cruise. This ticket, or more formally known as a "passenger ticket contract," contains many important terms and should be read before the cruise or after any accident. Accidents may occur while boarding or disembarking from the vessel, and can include accidents or illnesses while aboard the vessel, or during shore excursions.

One particular typical ticket contract terms that should be paid particular attention to is a requirement that any passenger lawsuit be filed within one year of the date of the accident. This shortened period is one year shorter than the typical two year statute of limitations provided for by state law. If a passenger's lawsuit is not filed within one year of the accident the claim can be lost and the passenger will lose any right to compensation.

Another typical passenger contract term of particular concern is a requirement that any lawsuit be filed in the jurisdiction where the cruise line has its principal place of business. Often this is in South Florida or New York. This will require the passenger to file a lawsuit far from his home and will increase the cost and burden of a lawsuit. If the passenger files the lawsuit in the wrong jurisdiction the cruise line often asks the court to transfer the case to its "home court" or that the case be dismissed. If dismissed, the passenger may, again, lose any right he may have to compensation.

continued on page 7...



Cruise Vacations and Boating: The Law may not be what you think!!
continued from page 6

If a passenger is injured during a shore excursion, the cruise line may not have any responsibility. Cruise lines will sometimes hire outside vendors, who are considered “independent contractors” for its shore excursions. If injured, the passenger’s right of recovery may only be against the company providing the shore excursion. In most instances this lawsuit must be filed where the accident took place. In many instances this will be a foreign country.

Personal Boating

Ownership and operation of a personal boat or jet ski can also present special challenges. If you own an boat and hire someone to repair the boat or provide “necessaries” to the boat, a maritime lien may arise. Necessaries include matters such as repairs, dockage, wages, towage, salvage, etc. This lien will give the supplier of necessaries a secret security interest in the boat that can be enforced by having the United States Marshal “arrest” the boat. If this occurs, security must be posted to secure the claim or the vessel will be sold by the court to create a fund to pay claimants.

These secret liens are especially important when one buys a boat since the liens may not be listed on the vessel’s title or registration. In such cases the supplier can arrest the boat and have it sold even if it is owned by a new purchaser who did not incur the debt.



