

YOU'RE 18...

Now What?

A guide to your legal rights and
responsibilities
as an adult.

OCEAN COUNTY BAR ASSOCIATION
100 HOOPER AVENUE
P.O. BOX 381
TOMS RIVER, NEW JERSEY 08754
(732)240-3666
KARIN POOLA, DIRECTOR

EMPLOYMENT

WAGES

When you work full time, you should be receiving at least minimum wage, which is currently \$11.00 per hour. Full time employment is 40 hours, and if you are paid hourly, overtime of 1 ½ of your hourly wage should be paid for additional hours. If you are not receiving appropriate compensation, or if you have additional questions about your wages, you should contact an attorney specializing in labor and employment law or the New Jersey Department of Labor and Workforce Development, Office of Wage and Hour Compliance at (609) 292-2259.

EMPLOYMENT

Your workplace should be safe and free from exposure to harmful chemicals or contaminants. There are federal and state laws to help insure your safety. Further, if you do suffer an injury arising out of your employment, the New Jersey Workers' Compensation Act is in place to insure that you are provided employer-authorized medical treatment to cure the effects of your injury at no cost to you. In the event that you are temporarily unable to work while receiving medical treatment, you are entitled to receive 70 % of your gross weekly wages, up to the state maximum, which is determined yearly. Furthermore, you are entitled to payment for your permanent residuals from that injury. Should you have questions regarding an injury arising out of your employment, you should contact an attorney specializing in workers' compensation or the New Jersey Department of Labor and Workforce Development, Division of Workers' Compensation at (609) 292-2515.

JOB SECURITY

In New Jersey, unless your employment is governed by contract, you are an at-will employee. This means that you can leave your job, or that your employer can terminate your employment without cause, unless the termination violates a legal statute. Union contracts usually protect an employee from at-will termination, providing that an employee's termination can only occur in accordance with the disciplinary rules of the contract. Further, be sure to review your employee manual, should one exist, as this may also provide contractual rights. Additionally, if you are a highly specialized, highly desirable, or highly paid employee, you may have the opportunity to negotiate an employment contract for yourself.

It is unlawful to terminate certain employees under particular circumstances pursuant to statutes governing discrimination. These statutes make it unlawful to fire an employee based on certain personal characteristics, such as race, national origin, age, sex, religion, handicap or disability, marital status, pregnancy, sexual

orientation and HIV status. It is also unlawful for an employer to terminate an employee for reporting an employer's violation of the law, for filing a claim for workers' compensation benefits, for wages, or for asserting a discrimination claim. For any questions or concerns regarding these issues, you should contact an employment attorney or the New Jersey Division on Civil Rights at (609) 292-4605 or the Equal Employment Opportunity Commission (EEOC) at (609) 984-1096.

UNEMPLOYMENT

In the event that you are laid off or terminated from your job, you may be eligible to receive unemployment benefits. This generally does not apply if you are terminated for gross misconduct, if you resign, or leave your job voluntarily. An exception to ineligibility for voluntary resignation may be applied if you can demonstrate that there was *good cause* forcing you to leave. If you lose your job, it is best to contact your local unemployment office to determine if you are eligible for benefits. Once this is determined, application can be made online at www.lwd.dol.state.nj.us.

STATUTE OF LIMITATIONS

Should you have questions about or think you have a legal claim regarding any aspect of your employment, you should immediately consult with an attorney specializing in those actions, ie: a workers' compensation attorney for a workplace injury or an employment attorney for unlawful termination or discrimination, etc. REMEMBER – you are limited in the amount of time you have to report an injury or misconduct, as well as limited in your time in which you may file legal action. If you do not appropriately report the incident or circumstances and file the legal action within the requisite time frames, you will be forever barred from filing the claim or receiving compensation for your injury or claim.

INTERNET SAFETY

If you have recently turned 18, you have grown up with the Internet on every computer, phone, tablet or other electronic device. You are used to pointing, clicking, tapping and having information, communication, sales transactions and music at your fingertips. You need to understand a few things about the Internet from the criminal and civil liability perspectives, as well as for your own personal safety.

First, law enforcement officials have broad powers to intercept electronic communications. With various warrants, if law enforcement has probable cause that you are involved in criminal activity, they can search your text messages, photos, contacts, call log records, computer, emails and more. Other statutes relate to pornography, particularly involving children, and provide for serious penalties including imprisonment. Do not engage in practical jokes, cyber bullying, or hacking of sensitive sites, and be wary of with whom you are communicating electronically. There are a large number of reported suicides by young people over practical jokes that started online. Please consider these very serious repercussions before you decide to send messages

over the Internet that could be interpreted as triggering any of these laws.

Next, as a legal adult, you can enter into and be held liable for contracts. Read carefully the licensing agreements and other *legalese* before you rush to "click to accept." These are contracts. The best legal advice is to proceed with caution and make sure you understand what you are reading and signing, even electronically.

Also, be aware of what constitutes defamation - saying something negative about someone that is false, or is true, but taken out of context and puts someone in a *false light*. If you defame someone online or publicly, you can be sued in appropriate circumstances, even in another state.

Intellectual property is the right people have in their names and brands (trademarks); creative expression, like songs, books and some papers (copyright); and ideas, like products or designs (patents). Sharing things you download from the internet, like music, may implicate copyright law and expose you to penalties.

Finally, your own personal safety is an important consideration when using the Internet as frequently as we all do. In fact, we have become so reliant upon the Internet that we don't give our Internet safety much thought. However, we cannot ignore the fact that the Internet is a vast, and often, anonymous place. You really never know with whom you are communicating. Be wary of requests to meet and other suggestions for contact or sending money. These requests come via email, online advertisements, bulletin board threads, dating sites and more. There are a lot of scams out there. Use your judgment and if you are unsure or uneasy, terminate communication or ask for help.

CONSUMER RIGHTS

CONTRACTS

Contracts are legal and binding upon individuals who are 18 years or older. Contracts can include any loan, applications for credit, or to buy goods and services.

There are two different types of contracts, written and implied. It is important that, before you sign a contract, you read the entire document and understand what you have read. Once you enter into a contract, you cannot later attempt to cancel that contract by arguing that you did not read it or understand the contents.

Federal law provides that a person has a right to cancel a contract to buy goods or services valued at \$25.00 or more under the following circumstances:

1. The contract was made with a salesperson in the home; or
2. The contract was made at any place other than the salesperson's normal place of business; and

3. The buyer gives a written notice of cancellation within three business days of when the contract was signed (notice can be made by mail, or if that is too slow, by hand delivery or telegram).

It is not necessary to give a reason for the cancellation.

Once the right to cancellation is exercised, the salesperson must return the money within ten days. The salesperson may pick up the product if the contract involved the sales of goods. If the salesperson does not pick up the product within 20 days of the date of cancellation, the consumer may either keep it or discard it.

In all situations, the vendor or contractor is responsible to advise the consumer, in writing, of the cancellation provision. Failure to do so will result in the cancellation period running from the time the consumer is advised of the cancellation correctly.

The only exception is with regard to home repairs. The cancellation provision in this type of instance is not applicable to repairs made in an emergency.

CREDIT CARDS

The new Credit Card Act, signed into Law by President Obama in August, 2009, indicates that you must 21 years old to apply. If younger, you must have a co-signer over the age of 21 years old. Applying for your first credit card may help you develop responsible financial management skills and may eventually open a door to more financing options. Look for low interest rates.

When applying for a credit card, a review of your credit report is important.

When you apply for credit, credit card issuers are not permitted to discriminate against you because of your gender, race, religion, nationality, age, marital status or whether you receive public assistance. The credit card issuer, however, can deny your credit card application if you don't meet the legal age for getting a credit card. Credit card issuers cannot deny your credit card application because you receive public assistance and they are to permit you to include public assistance in your income.

Within 30 days of application, a credit card issuer must tell you the result of your credit card application. If your application is denied, they must provide you a reason and provide you 60 days to determine why your application was turned down. You are entitled to a free credit score if your credit card application is denied or if you're approved, but for less favorable terms.

CREDIT CARD BILLING

Once you are able to obtain a credit card, you will be billed upon usage. Credit cards have to mail you a billing statement at least 21 days before your payment due date, enough time for you to make your payment

on time and take advantage of a grace period, if you have one. Not all credit cards have grace periods. Your billing statement will include credits and charges to your account since the last billing statement. It will also include your minimum payment, the due date and information about late payment penalties, as well as the impact of making the minimum payment.

If there is an error, you have the right to dispute the billing errors. If your credit card statement has an error, you generally have 60 days to dispute the error with the credit card issuer. Though many credit card issuers will take a dispute over the phone, you should make your dispute in writing to ensure your rights are fully protected under the law.

If your credit card is used without your consent, you can reduce your liability for the charges by taking certain actions. First, you should report your credit card as missing as soon as possible. Any charges reported, if your card has been stolen, will not be your responsibility if charges by an unauthorized individual appear after that report. Unfortunately, you may still be liable for up to \$50.00 if you're late in reporting the loss. You are not liable at all for charges made using your credit card number when you still have the credit card in your possession.

CREDIT REPORTING

A credit report provides details about your credit card and your payment history. Credit card issuers report your activity to the credit bureau, also called a credit reporting agency or credit bureau. You have the right to view your credit report and make sure the information reported about your credit card is accurate. You can dispute any inaccurate information with the credit bureau or the credit card issuer.

CHANGES TO YOUR CREDIT CARD AGREEMENT

Credit card issuers sometimes make major changes to your credit card agreement, like increasing your interest rate or introducing a new annual fee. You have the right to reject these changes and pay off your credit card under your current terms. The credit card issuer has to send you a 45-day advance notice before a major change takes place. They must also give you instructions on how to opt out of these changes.

If you feel your rights as a credit card holder have been violated, you can file a complaint against a credit card issuer. The Consumer Financial Protection Bureau is responsible for enforcing laws for the credit card companies. For now, continue to send complaints about debt collectors and credit bureaus to the Federal Trade Commission. Several different agencies regulate credit card companies, like the National Credit Union Administration.

BANK ACCOUNTS

Bank accounts are important, providing a place to safely store your money and allowing you to take control of your own finances. Being 18 years old allows you to open your own individual bank account. Although it

may seem overwhelming, banks make it easy to open an account. One of the most important features of having a bank account is, if your account is in good order, you will be able to build your credit and make future financial transactions much easier.

When deciding to open a bank account, compare account features among other banks. Each bank has different standards when it comes to opening a new account. To find out what fits with your needs, you should visit the banks in your area. Review the costs and the requirements when opening a checking account and find out about special offers.

A checking account is a type of bank account which permits you to write checks, pay with a debit card, as well as cash or deposit your paychecks. Please note that a debit card is not equivalent to a credit card. When you use a debit card, you are withdrawing money directly from your checking or savings account by making that purchase. When you use a credit card, you are using funds from a bank or organization that issued you the card. Each purchase is essentially made with a loan that you repay later. Once you've chosen the bank, you should make a request to set up a new checking account. You will speak with an account representative. Bank tellers usually do not set up new accounts.

They will ask you to provide two forms of identification. Generally, you are to provide a driver's license and Social Security card, but your bank may accept alternatives.

You will also be asked if you'd like to order checks. The bank will provide you with a set of starter checks. Starter checks do not have your name or address printed on them and, as a result, most businesses will not accept them. Once you have your account information, you can order checks from your bank or from a private company.

Checks will come with a check register, also known as a checkbook. Use this register. It is important that you write down every transaction that you make with your account. This will help prevent from overdrafts. An overdraft occurs when you spend more money than you have in your account. Every time you over draft your account, the bank will charge you a penalty fee and, most importantly, this will damage your credit.

If you write a check for funds that are not in your bank account, the bank will notify you that there are insufficient funds to cover your check. This is commonly known as writing a *bad check*. If you write a bad check, the law presumes that you had no account with the bank from which you wrote the check or the payment on the check had been refused by your bank for lack of funds. It is further presumed that you failed to deposit enough money to cover the check within ten days after receiving the notice of lack of funds. It is a criminal charge, the degree of which is based on the amount of the overdraft.

There are also civil damages as a result of issuing a bad check. If sued in civil court for issuing a bad check, the court may order that you pay the amount of the check and other court costs, fees and attorney fees, not to exceed \$500.00.

BANKRUPTCY

Bankruptcy is where a person is unable to repay the debts that it owes to creditors. There are different types of bankruptcies. Describing each one is beyond the scope of this article, but it does allow an individual to remove the burden of excessive debt.

WHAT CAN A BANKRUPTCY PERMIT A PERSON TO DO?

1. It makes it possible to eliminate legal obligations to pay most of your debts. This is called a "discharge" of debts.

It would stop debt collection calls, harassment, lawsuits and other similar credit actions.

Some of the disadvantages of bankruptcy consist of:

LOSS OF PROPERTY:

There will be effects on your credit and reputation. A bankruptcy will be part of a debtor's credit history as long as the law allows, which is ten years under the Fair Credit Reporting Act. That means that anyone who requests a credit card report will be informed that a bankruptcy had been filed. The effect of this will have future consequences on other credit card applications.

POSSIBLE DISCRIMINATION AFTER BANKRUPTCY:

Usually the problem of reputation is that of discrimination against debtors who had filed for bankruptcy. To a large extent, the bankruptcy law would alleviate this problem. Government bodies generally may not discriminate on the basis of bankruptcy or because of a debt discharge in bankruptcy. Unfortunately, the distinction between discrimination based in bankruptcy or discharge of debts and discrimination based on future financial responsibility are often blurred. In other words, even creditors who may not be able to discriminate based on bankruptcy could refuse new credit or other services as long as their refusal is based on other concerns.

There are debts that cannot be discharged in bankruptcy such as student loans, family obligations and specific taxes.

RENTING APARTMENT/HOUSING

Before signing a lease make sure you inspect the property and make sure that the property has a Certificate of Occupancy (C.O.) if the town requires it. You can call the town inspector to see if a C.O. is required.

LEASE:

This is a contract (agreement) between a landlord and a tenant for the rental of a dwelling unit. You should make sure you have a written lease, and before you sign it read it carefully.

TERMS:

- The lease should include a *time frame* (year, month, etc.); if there is not a time frame mentioned it is automatically a month to month tenancy.
- The lease should state the *amount of rent* you agree to pay.
- The lease may include *late charges*, if applicable – which means you will be charged a late fee if your rent is not paid by a certain date.
- The lease should include provisions for a *security deposit*. The security deposit cannot exceed one and one-half month's rent. Make sure to ask for a receipt, which should include the date, the landlord's signature and the amount of the deposit. The money is required to be put in a separate, interest-bearing account. The Landlord must notify you in writing of the name and address of the bank, as well as the interest rate.

As the tenant, you will have exclusive possession of the dwelling unit. The landlord is only allowed to enter the unit for the following reasons: if you, as the tenant, invite him or his workers in; if the landlord is conducting an inspection (which must be at reasonable intervals and reasonable times, with notice); if he landlord or his worker needs to do necessary repairs or emergency repairs.

EVICTION:

Tenants can only be evicted for cause and there are more than 18 different "causes" including: nonpayment of rent, disorderly conduct, damage or destruction of property and violation of the landlord's rules and regulations.

An exception to the eviction for cause, and where the law does not apply, is when you are residing in a house with 3 or fewer units and where the owner lives in one of the units; This is known as owner-occupied.

A landlord cannot lock you out of your unit without an order for eviction from a superior court Judge. A constable (officer from the Court) must be present for an eviction to be legal.

Also, it is against the law for a landlord to hold or take your clothing or furniture in an attempt to force you to pay your rent.

What should you do "if" you are locked out by the landlord? Immediately call the police and hire an attorney.

ENDING YOUR LEASE:

Make sure to give proper notice in writing; look at lease for the requirements. If you do not give written notice in the required time, the lease will renew itself automatically "at least" on a month to month basis.

When this occurs, the terms and conditions of the expired lease carry over. If it's a yearly lease, you usually have to provide 30 days notice before the end of the lease term. If it's a month to month tenancy, you must give at least one month notice, in writing, before the month starts and you can then move out at the end of the month.

RETURN OF SECURITY DEPOSIT:

Within 30 days after you move out, the landlord must return your security deposit, plus interest, less any rent you owe or any charges for repairing damage that you have done. The landlord must send a list of the damages to you by registered or certified mail and must return any money left over.

Keep in mind, the landlord can only charge for property damage that is more than ordinary wear and tear. Ordinary wear and tear includes faded paint, loose tiles, window cracks caused by weather and the like.

If the landlord does not return your security deposit you can file a complaint against the landlord in small claims court.

You have access to Legal Services statewide by calling the toll-free hotline at (888) 576-5529.

AUTOMOBILES

NEW JERSEY AUTO INSURANCE REQUIREMENTS

All vehicles registered in New Jersey require three types of mandatory insurance:

- **Liability insurance** pays others for damages that you cause if you are responsible for an accident. It does not cover medical expenses.
- **Personal injury protection (PIP)** pays medical expenses if you or other persons covered under your policy are injured in an automobile accident. Often called No Fault coverage, it pays your medical expenses if you were or were not at fault.
- **Uninsured motorist coverage** protects you if you are in an accident with someone who doesn't have proper insurance coverage.

Please Note	If you do not have any liability coverage, you are responsible for paying for the pain, suffering and other personal hardships and some economic damages,
--------------------	---

Please Note	such as lost wages, that you cause. The insurer will not provide or pay for a lawyer to represent you if you are sued. Your assets will be at risk, including the risk of having money deducted from your wages if a judgment is entered against you. And, if you lack coverage and someone hits you, you cannot sue.
--------------------	--

REQUIRED DOCUMENTS:

Your insurance company must give you a New Jersey insurance identification card for each vehicle under your policy. N.J.S.A. 39:3-29.

You must keep the card in the vehicle and present it:

- Before an inspection;
- When involved in an accident;
- When stopped for a traffic violation;
- When you are stopped in a spot check by a police officer.

Failure to present the card may result in fines.

Driving an uninsured vehicle may result in fines, community service, license suspension and insurance surcharges.

Auto insurance helps protect you and your family from losses resulting from motor vehicle accidents. It is required in New Jersey. If you drive without insurance, you are breaking the law!

What’s in a Policy?

Insurance policies use terms that may be unfamiliar to the average driver. It is useful to understand what these terms mean so you can make better, more informed decisions about your coverage.

COVERAGES:

Your auto insurance policy is divided into different coverages based on the type of **claim** that will be paid to you or others. (A **claim** is a request to an insurer for payment or reimbursement of a loss covered by the terms of an insurance policy.) These coverages are:

Personal Injury Protection – Otherwise known as “**PIP**”, this is your medical coverage for injuries you (and

others) suffer in an auto accident. PIP pays if you or other persons covered under your policy are injured in an auto accident. It is sometimes called “**no-fault**” coverage because it pays your own medical expenses “**no matter who caused the auto accident**”. PIP has two parts – (1) coverage for the cost of treatment you receive from hospitals, doctors and other medical providers, and any medical equipment that may be needed to treat your injuries; and (2) reimbursement for certain other expenses you may have because you are hurt, such as lost wages and the need to hire someone to take care of your home or family. You may purchase both parts of PIP coverage or medical treatment coverage only, depending upon your needs.

Liability – This coverage pays others for damages from an auto accident that **you cause**. It also pays for a lawyer to defend you if you are sued for damages that **you cause**.

There are two kinds of liability coverage. **Bodily injury and Property Damage.**

Bodily Injury Liability Coverage – Pays for claims and lawsuits by people who are injured or die as a result of an accident **you cause**. It compensates others for pain, suffering and economic damages, such as lost wages. This coverage is typically given as two separate dollar amounts: (1) an amount paid per individual; and (2) an amount paid for total injuries to all people injured in any one accident that you cause.

Property Damages Liability Coverage – Pays for claims and lawsuits by people whose property is damaged as a result of an auto accident **you cause**.

Uninsured Motorist Coverage – Pays you for property damage or bodily injury if you are in an auto accident **caused by an uninsured motorist** (a driver who does not have the minimum level of insurance required by law). Claims that you would have made against the uninsured driver who caused the accident are paid by your own policy. Uninsured motorist coverage **does not** pay benefits to the uninsured driver.

Underinsured Motorist Coverage – Pays you for property damage or bodily injury if you are in an auto accident **caused by a driver who is insured, but who has less coverage than your underinsured motorist coverage**. When damages are greater than the limits of the other driver’s policy, the difference is covered by your underinsured motorist coverage.

Collision Coverage – Pays for damage to your vehicle as the result of a collision with another car or other object. Collision coverage pays you for damage that **you cause** to your automobile. You can also make a claim under your own collision coverage for damage to your car from an auto accident **you did not cause**. This may take less time than making a property damage liability claim against the driver who caused the auto accident. Your insurer then seeks reimbursement from the insurer of the driver who caused the auto accident.

Comprehensive Coverage – Pays for damages to your vehicle that is not a result of a collision, such as theft of your car, vandalism, flooding, fire or a broken windshield. However, it will pay if you collide with an animal.

The chart compares the differences between the Standard and Basic policies and explains the amounts of coverage you may be able to purchase from an insurer.

	STANDARD	BASIC
BODILY INJURY LIABILITY (Page 1)	<p>As low as: \$15,000 per person, \$30,000 per accident</p> <p>As high as: \$250,000 per person, \$500,000 per accident</p>	Coverage is not Included, but \$10,000 for all persons, per accident, is available as an option
PROPERTY DAMAGE LIABILITY (Page 1)	<p>As low as: \$5,000 per accident</p> <p>As high as: \$100,000 or more</p>	\$5,000 per accident
PERSONAL INJURY PROTECTION (PIP) (Page 1)	<p>As low as: \$15,000 per person or accident</p> <p>As high as: \$250,000 or more</p> <p><i>Up to \$250,000 for certain injuries* regardless of selected limit</i></p>	<p>\$15,000 per person, per accident</p> <p>Up to \$250,000 for certain injuries*</p>
UNINSURED/ UNDERINSURED MOTORIST COVERAGE (Page 2)	Coverage is available up to amounts selected for liability coverage	None
COLLISION (Page 2)	Available as an option	Available as an option <i>(from some insurers)</i>
COMPREHENSIVE (Page 2)	Available as an option	Available as an option <i>(from some insurers)</i>

*permanent or significant brain injury, spinal cord injury or disfigurement or for medically necessary treatment of other permanent or significant injuries rendered at a trauma center or acute care hospital immediately following an accident and until the patient is stable, no longer requires critical care and can be transferred in the judgment of the physician.

CHOICE AS TO RIGHT TO SUE:

There are two choices:

Unlimited Right to Sue – Under the No Limitation on Lawsuit Option, you retain the right to sue the person who caused an auto accident for pain and suffering for **any** injury.

Limited Right to Sue – By choosing the Limitation on Lawsuit Option, you agree **not** to sue the person who caused an auto accident for your pain and suffering **unless** you sustain one of the permanent injuries listed below: (Choosing this option **does not** affect your ability to sue for economic damages such as medical expenses and lost wages.)

- loss of body part
- significant disfigurement or significant scarring
- a displaced fracture
- loss of a fetus
- permanent injury (Any injury shall be considered permanent when the body part or organ, or both, has not healed to function normally and will not heal to function normally with further medical treatment based on objective medical proof.)
- death

ALCOHOL & DRUGS

ALCOHOL

The legal drinking age in New Jersey for alcoholic beverages, including any liquor, beer and wine, is 21. It is also against the law for anyone under 21 to enter a bar or liquor store to purchase alcoholic beverages or to have someone purchase it for them. The penalties for possession or consumption of alcohol by a person over 18, but under 21, are a fine of at least \$500, jail time and a potential driver's license suspension if a motor vehicle is involved.

Be aware that any criminal charges could result in the loss of any awarded financial aid or scholarship money.

DRUGS

It is against the law in New Jersey to loiter to obtain, possess, possess with the intent to distribute, or distribute any controlled dangerous substance (CDS). This includes marijuana and prescription medication (yours or someone else's). It is also unlawful to possess drug paraphernalia, including pipes or syringes. In addition to fines and terms of imprisonment up to 20 years for certain crimes, there are also heavy monetary penalties imposed, depending on the type and quantity of drugs involved. A conviction for a CDS-related offense or crime may result in the loss of your driving privileges, even if a car was not involved.

In recent years, Ocean County has seen a record number of overdose deaths. Heroin, fentanyl and prescription drug abuse are rampant. If you or someone you know has a substance abuse problem, contact someone for help, and in the event of an emergency call 911.

DRINKING AND DRIVING

It is illegal to operate a motor vehicle under the influence of alcohol or drugs. "Operation" has been interpreted to encompass more than driving your car and can be inferred from the surrounding circumstances. You are legally under the influence if your Blood Alcohol Content (BAC) is .08% or higher as determined through an Alcotest or blood draw. You may also be charged with refusing to submit to a test. Whether you are under the influence may also be determined through an officer's observations, such as the smell of alcohol, improbable responses to questions, the observation of alcohol containers, erratic driving, slurred speech and watery, bloodshot eyes, to name a few.

The penalties for driving while intoxicated are severe in New Jersey. For a first offense where the BAC is .08% but less than .10% there are fines, penalties and surcharges, 12 to 48 hours in the Intoxicated Driver Resource Center (IDRC), up to 30 days in jail and license forfeiture until installation of an ignition interlock device. For a first offense where the BAC is over .10%, there are increased fines, penalties, surcharges, 12 to 48 hours in the IDRC, up to 30 days in jail and the potential of increased license loss and installation of an ignition interlock device. For a second offense there are increased fines, penalties, surcharges, a jail sentence of 2 to 90 days (including 48 hours in the IDRC), 1 to 2 year loss of license, the installation of an interlock device and 30 days community service. For third and subsequent offenses, the offender faces increased fines, penalties and surcharges, 180 days jail (up to 90 days may be served in IDRC), 8 year loss of license and the installation of an interlock device.

In addition to the above penalties, if you are under the age of 21 and have a BAC of at least .08%, you will received an additional loss of license, community service and hours in the IDRC.

If you are found driving during a period of license suspension for your second or subsequent DWI, or if your license was suspended for your first DWI and it is your second or subsequent time driving while suspended

for that first offense, the penalty is a mandatory 180 day jail sentence.

A DWI has some serious effects on your insurance premiums, as well. You will receive insurance points and see increases of up to three times your usual premium.

Driving under the influence is reckless, expensive and can cost you or someone else their life.

CRIMINAL LAW

So you're finally 18. You can vote, drive and serve in the United States military. You will also be treated like an adult if you are arrested for a violation of the criminal laws of this State. Under appropriate circumstances, a law enforcement officer can make an arrest with or without an arrest warrant. An officer may also use whatever force is necessary, including deadly force, to make that arrest. If an officer is placing you under arrest, it is illegal to resist, whether you believe the officer is right or wrong. A law enforcement officer can also conduct a search with or without a search warrant, if one of the many exceptions to the warrant requirement applies. When an officer gives you an order, it is unlawful to ignore that order, again, whether you think the officer is right or wrong. Also remember that not knowing the law is not a defense.

As an adult, you are entitled to be advised of your rights if you are arrested. This includes your right to an attorney and your right to remain silent. Any statements you make to the police will be used against you in court as evidence. If you are charged with a crime, you may face significant penalties, which often include jail and prison. When you face a "consequence of magnitude" like incarceration, a significant monetary fine or the loss of your driver's license, you have the right to be represented by an attorney. If you cannot afford an attorney, one will be made available to represent you.

In 2017, New Jersey reformed its bail system. Monetary bail is now rarely used to guarantee your appearance at court proceedings. If you commit an eligible crime, you will be charged on either a complaint summons or a complaint warrant. If you are charged with a crime on a complaint warrant you will be taken to jail pending a first appearance before a Judge. The State may ask the court to hold you in jail pending a final resolution of your case. After considering a variety of factors, the court will determine whether to grant the State's request to detain you. If you are released from jail, the court will impose certain conditions to guarantee your appearance and Pretrial Services will monitor you until your case is finalized. Keep in mind, domestic violence crimes, including assaults and violations of restraining orders, require a mandatory arrest on a complaint warrant and you will be sent to county jail pending a first appearance, which takes place within 48 hours of your arrival.

EXPUNGEMENT:

When you turn 18, any criminal conviction you receive will become part of your permanent criminal record. Under certain circumstances, you may have your criminal record expunged. An expungement allows for a conviction to be removed from your criminal record.

ESTATE PLANNING

There are three documents that are essential for any simple estate plan: a Last Will and Testament, Durable Power of Attorney, and an Advanced Directive for Healthcare . The latter two are the most important while an individual is still alive.

A ***Last Will and Testament*** is a document wherein an individual will dictate how their estate will be distributed upon their death. The document only comes into effect upon an individual's death. The document can also be changed at any time, so long as an individual maintains their testamentary capacity. If an individual does not have a Last Will and Testament, their estate will be distributed pursuant to Statute. In other words, according to how the lawmakers believe it should be distributed. A Last Will and Testament can be very simple or very complex, depending on the size of the estate and the complexities of their life. This document can also direct where an individual would like their minor children to reside if both parents predecease the child and how the minor child will be cared for financially.

A ***Durable Power of Attorney*** is a document that allows another individual to handle your affairs, in your place, while you are alive. You as the "principal" assign an "agent" to act in your place and manage all of your affairs as if you were managing same yourself. This document only survives so long as the principal is alive. This document is durable, which means that it is still valid even if the principal becomes disabled or incapacitated. The principal can revoke or revise this document at any time so long as the principal maintains capacity to make such changes. If the principal loses capacity, the document remains in effect until the death of the principal or by Court order. A Durable Power of Attorney can go into effect immediately after it has been executed or can be springing, which means it goes into effect after a specific event occurs.

When a principal is choosing an agent, that agent should be a person that the principal trusts implicitly, as the agent will have access to all of the principals most personal information and all of their financial holdings. An agent cannot do the following for a principal; create, edit or revoke a Last Will and Testament, contract a marriage, vote, or change insurance beneficiaries. If an individual does not have a valid Durable Power of Attorney and an individual becomes incapacitated, a guardianship proceeding has to be implemented in the court to appoint a guardian to manage the individual's affairs. Guardianships are very complex, time consuming and expensive. The individual also does not have the ability to choose their guardian, as the court makes the ultimate decision.

The final document of a simple estate plan is the ***Advanced Directive for Healthcare*** or more commonly known as a ***Living Will***. This document will dictate the type of medical care you wish to receive, or not receive, in the event that you become incapacitated and cannot give consent for yourself. This document is only valid during your lifetime and only comes into effect if you lack capacity to make your own medical decisions. The individual that a person names to make their decisions is called a "medical proxy." It is important to choose a medical proxy that will carry out your medical wishes. Sometimes the person that you are closest too is not the right choice because it can be too emotional for them and they may fail to act according to your wishes. The directive is a guide or outline for the medical proxy to follow so he or she can act in your place to make the best medical decision for you, given your medical condition. So long as the individual has capacity, this document can be revoked and revised at any time. This document terminates upon the

individual's death.

The latter two documents are the most important estate planning documents because they dictate what will happen to an individual's financial and medical affairs while he or she is still alive. It is important to maintain control of your well-being in the event you no longer are capable of managing these affairs on your own. All of these documents require specific components to make them valid. Accordingly, it is important that an

individual consults with an Estate Planning Attorney before executing any of these documents to ensure all of your wishes will be carried out while exploring all of your individual and unique circumstances.

A Last Will and Testament is a document that dictates how an estate will be distributed upon one's death.

A Durable Power of Attorney is a document wherein a principal appoints an agent to manage their personal, financial and medical affairs during the principal's lifetime.

An Advanced Directive for Healthcare is a document that names a medical proxy to make medical decisions on an individual's behalf when the individual lacks capacity to do so on their own. This document provides a guide or outline as to the individual's wishes, within which the medical proxy can act.

FAMILY LAW

MARRIAGE RIGHTS AND RESPONSIBILITIES

You should be aware that should you elect to enter into a marriage, you and your spouse will be bound to over 2400 rights and responsibilities. It is highly advisable that you seek legal advice about such rights and responsibilities prior to entering into a marriage.

In addition, you and your spouse may elect to enter into a Prenuptial Agreement before your marriage to determine what will happen legally should a divorce ensue. Such agreements should be reviewed and signed by attorneys and have very meticulous rules that should be followed if you and your spouse elect to enter into such agreements.

Further, you should be aware that changes were recently made to the Alimony Statute which you should be familiar with prior to entering into a marriage.

There are several different types of alimony (spousal support) which a party could be required to pay at the termination of a marriage. Permanent alimony has been replaced with "Open Ended" alimony, which could be reduced or terminated at the time of the payor's retirement, based upon certain factors. This eliminates permanent alimony. Further, there are now certain regulations which govern when a modification or reduction of support may be appropriate based upon a loss of income.

Based upon these changes, and the various rights and responsibilities that you will be contracting into upon marriage, an attorney can guide you and educate you fully about the impact of a divorce, given your particular circumstances. Many matrimonial attorneys offer free or low cost consultations and can provide valuable information to you so that you are fully informed prior to entering into a marriage contract.

GETTING MARRIED

Once you turn 18, you do not need your parents' permission to get married. However, just because you can doesn't mean you should! Marriage is a huge commitment and not to be taken lightly so think before you act.

Before you can get married, you will need to secure a license from the clerk of the town in which the bride resides. It cannot be issued more than 72 hours after you apply and is valid for only 30 days from the actual date issued.

New Jersey does not recognize common law marriages and we do not have "legal separations." Common sense will also tell you that you cannot marry a blood relative, including your cousin. The ceremony can be performed by anyone authorized by the state to do so, which can include clergy members, mayor, judge, etc.

DIVORCE

If you need to end your marriage, you need to file a Complaint for Divorce in the county in which you reside. New Jersey is a "no fault" state and it does not matter why you want to end the relationship, as fault has no impact on what either party is entitled to receive. Whatever you and your spouse accumulated during the marriage is distributed through what is called *equitable distribution*, whether it is an asset or a debt. Any debts in your own name will most likely end up being your own responsibility unless you can prove it was accumulated for marital purposes. Depending on the length of the marriage and disparity in incomes, one of you may be required to support the other by paying alimony. How much and for how long depends on many criteria which are set forth by statute.

CUSTODY AND CHILD SUPPORT

The majority of parents share joint legal custody, with one parent being designated the Parent of Primary Residence (PPR) and the other the Parent of Alternate Residence (PAR). Both parents share in major decisions concerning the health, education and welfare of the child.

Child support is based on your combined joint gross incomes and is calculated using the Child Support Guidelines, which is a computer program which uses specific information to calculate the amount of support to be paid. By law, it is paid by wage garnishment and through Probation. Support is paid until the child is emancipated, which, in New Jersey, means over the age of 18, graduated high school and is not enrolled in college. If a child goes to college full time, meaning 12 credits a semester with a "C" average, child support

continues to be paid. In addition, both parents may be required to contribute to the costs of college after the child has applied for all scholarships, loans, grants and used their own savings and earnings. If you and the other parent cannot agree on your contribution, you can seek the court's assistance for that determination.

If paid through the Child Support Enforcement Unit of the Probation Department, child support terminates when the child turns 19 years of age, unless the child is a full time student, has special needs, or the parties have agreed to a different termination date. Child support cannot continue to be paid through Probation past the child's 23rd birthday.

DOMESTIC VIOLENCE

This is a serious problem throughout the United States. Victims can file a complaint and secure a Temporary Restraining Order (TRO), which orders various relief, such as no contact, seizure of weapons, custody and support. A TRO is entered based on the testimony of only the Plaintiff (the person filing). A return date is normally scheduled for 10-14 days after the TRO is granted and at that time both parties (Plaintiff and Defendant) have the opportunity to testify and present witnesses. If a Final Restraining Order (FRO) is granted, it is a permanent order that never goes away unless the Plaintiff dismisses it or the Defendant is able to have it dismissed by the Court.

If the FRO is granted, the Defendant will be finger printed and photographed and there is a mandatory penalty that must be paid. If the Defendant is charged with violating the FRO and is found guilty, there is the potential for jail time and further financial penalties.

The domestic violence law applies to household members, spouses, persons who have a child together or are having a child and to persons who have a dating relationship. In addition to the matter being in Family Court, there is also the potential for criminal charges to be filed.

VOTING

REGISTRATION AND QUALIFICATIONS

To vote, you must be a citizen of the United States, 18 years old by the time of the next election and must be a resident of your county for at least 30 days before the next election. If you are in college, you have the option to register from your college address or your parents' address.

You are not permitted to register to vote if you have been convicted of an indictable offense (state or federal) and are serving your sentence, or presently are on probation or parole. You are also not eligible to register to vote if a court has determined that you lack the capacity to vote. You must register to vote at least 21 days prior to an election.

You may register to vote by mail or in person. To register in person, you can go to the municipal clerk's office, the county commissioner of registration's office and some libraries. You can find out the location of where you can register in person at Elections.NJ.gov., the NJ Division of Elections, or the League of Women Voters of New Jersey.

You may register by mail, as well. You may obtain the voter registration form online at Elections.NJ.gov, or you can pick up a form at a voter registration agency. In addition, when you first obtain a driver's license, or you are renewing a driver's license, you will be asked if you wish to register to vote.

To complete your registration form, you will need to provide identification information to prove who you are. If you have a driver's license, you must provide the driver's license number. If you have a non driver's identification card, you must provide the number. If you do not have either, you need to provide the last four digits of your social security number or must sign a section of the form affirming that you do not have any of these forms of identification.

Also, to prove your identity if you do not have a driver's license, you may provide a non-driver's identification card, a student or employment identification card, military identification card or other government identification card, store membership card, or any document that has the person's name and current address on it (bank statement, car registration, pay check, government check, or rent receipt).

HOW TO VOTE

Voting is either done via paper ballot or voting machine. We do not have the ability to vote online, as of yet.

To vote in person, you go to your designated polling location (the designations are available online through NJ Division of Elections Polling Place search), you will sign the poll book and the voting authority slip, they will provide you with one part of the voting authority slip and you will hand it to the worker stationed at the polling machine. Then you will enter the machine alone, unless you are visually impaired or disabled, and place your vote(s.)

You can also mail in voting ballots. To mail in a vote, you must file an application (which you can obtain online and print out) with the county clerk. You can apply by mail no later than 7 days before the election, or, in person, up to 3:00 p.m. the day before the election. After that time, you must apply to a court for an emergency mail-in ballot.

After you apply to vote by mail, a ballot will be sent to you, which you complete and mail back. Anyone can choose to vote by mail; you do not need a reason.

MILITARY SERVICE

Federal Law requires that all male U.S. Citizens born after December 31, 1959, who are 18 but not yet 26 years old, must register with the Selective Service. A male turning 18 must register with the Selective Service within 30 days of their 18th birthday. The male may register online at www.sss.gov if he has a Social Security Number. A male can register by completing the registration forms at your local U.S. Post Office.

After your registration is complete, you will receive proof of registration. You should keep it some place very safe so if you are required to provide proof of registration, it will easily be accessible. Failure to register for the Selective Service is a violation of the Law and could result in criminal penalties.

Additionally, those who do not register with Selective Service will not qualify for Federal Student Loans or grant programs or Federal Aid or Federal employment. Any questions concerning Selective Service registration should be addressed to www.sss.gov or by calling the Selective Service System at (888)655-1825.

Disclaimer: The presentation and materials provided today and available on the Ocean County Bar Association website are for informational purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice in respect to any particular legal issue or problem.

ACKNOWLEDGEMENTS

The Ocean County Bar Association wishes to acknowledge the Committee Members and Editors who compiled the information presented and contained on this outline and full brochure which can be found at our website www.oceancountybar.org.

2020 Contributors

Laura M. Halm, Esq. - Coordinator
Lauren Staiger, Esq. - Coordinator

Lisa Adams, Esq.
Christine L. Matus, Esq.
Jared Monaco, Esq.
Jamie L. Schron, Esq.

Founding Committee Members

Stacie A. Brustman, Esq.
Claire M. Calinda, Esq.
Maryanne Calvetto, Esq.
Laura M. Halm, Esq.
Eugenia Lynch, Esq.
Christine L. Matus, Esq.
Marianna C. Pontoriero, Esq.
Jamie L. Schron, Esq.
Richard Sevrin, Esq.
Terrance L. Turnbach, Esq.

Original Editors

Stacie A. Brustman, Esq.
Claire M. Calinda, Esq.