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**FOREWORD**

The goal of this handbook is to inform rather than advise students of Texas State University on areas of law that most frequently concern them. We caution students to seek the advice of an attorney regarding specific legal problems.

**ACKNOWLEDGMENTS:**

The Student Legal Services Handbook (4th edition). The University of Nebraska-Lincoln
The Student Legal Services Handbook (2nd edition). University of Texas at Austin
Artists and Illustrators of Southwest Texas State Pedagogs, 1904-1942

Various consumer brochures published by:
The Texas Department of Insurance
The State Bar of Texas
The Federal Trade Commission
Office of the Attorney General of Texas
PEDIAGOGUE 1910

ATTORNEY FOR STUDENTS

PURPOSE: The purpose of the Attorney for Students office at Texas State University is to give advice to students concerning their individual legal problems.

ELIGIBILITY: Anyone currently enrolled, as a student at Texas State University is eligible to use the Attorney for Students office.

IT'S FREE! Your student service fee is used to help fund this office. As a result, if you are a currently registered student, you are entitled to the services provided by this office at no additional cost.

LOCATION & HOURS: The Attorney for Students office is located on the fifth level of the LBJ Student Center. The telephone number is (512) 245-2370 and the fax number is (512) 245-9053. The office is open from 8:00 a.m. to 5:00 p.m. Monday through Friday. It is closed on weekends and university holidays.

HOW TO USE THIS SERVICE: Contact our staff to make an appointment either by calling or coming by in person. You will be scheduled in the first available opening that is convenient for you.

When you come in, you will be required to show your current student identification card and to fill out an intake form, which includes a brief description of your legal problem or question. You will meet with one of our two attorneys. No legal advice will be given over the telephone.

PRESENTATIONS: We are available to speak to your organization, residence hall, class, etc., on any legal topic of your choice, subject to availability. Simply contact our office and we will be happy to make the arrangements.

AVAILABLE SERVICES: Consultation in: landlord-tenant disputes, criminal law, family law, employment law, consumer and civil matters, contract law, simple wills and name changes, Notary Public service; referral to outside agencies or private attorneys for students with legal issues for which we cannot provide assistance.

EXCLUDED SERVICES: Consultation against Texas State University System and in disputes between Texas State students. Due to limited staffing, we cannot represent students in court.

WEBSITE: www.attorney.txstate.edu

IS IT CONFIDENTIAL? The attorney/client privilege applies to the relationship between the office of the Attorney for Students personnel and the students. Therefore, all information discussed in this office is held in strict confidence. For this reason, no legal advice will be given over the phone or by e-mail, as we cannot be certain with whom we are speaking or corresponding.

WHAT DO I BRING WITH ME? Bring any pertinent documents with you when you come to see us. For example - your lease is necessary for analyzing any aspect of your tenancy; if you have received a ticket, bring it; or if you have been in an auto accident, bring a copy of the police report and the repair estimates. Also, it helps to jot down a summary of your legal problem before coming in along with a list of questions you would like to have answered.
THE LEASE- BEFORE YOU SIGN

Is an apartment lease a legal contract?
Yes. If you do not understand something in your lease - or if the landlord’s/management’s explanation appears to be contrary to what you believe the lease means - contact this office, a tenant’s organization, or a private attorney BEFORE you sign. At the very minimum, be sure that all the blanks are filled in properly and that all options have been chosen.

When signing a lease, look out for and try to negotiate out provisions which:
1. Allow the landlord to automatically deduct a fixed cleaning fee from your security deposit;
2. Give the landlord the right to take certain pieces of property if you fall behind on rent;
3. Allow the landlord to enter your home or apartment without prior notice to you;
4. Limit your right to repairs (e.g. plumbing stoppages, and conditions other than those which threaten your health or safety) or arbitrarily extend the time period for a landlord to make repairs or require you to pay a fixed amount for each repair; and
5. Allow the landlord to retain your entire security deposit if proper notice of move-out is not provided.

How can I protect my rights?
Put things in writing - including promises made by the landlord, any complaints you have, and notices the lease requires you to give to the landlord. Both the landlord and you should sign and date the writing;
2. Read the lease or any document before you sign, making sure that blanks are filled out correctly;
3. Keep copies of every document; and
4. Get proof the landlord received documents sent by you. Get rent receipts. Send important letters and notices by certified mail, return receipt requested; or ask the landlord to sign and date your copy of the document.

How can I be sure that I am picking a good apartment?
1. Look at the actual unit you plan to rent before you sign any document or put down any money;
2. Check out the area in the evening for outside lighting, parking and safety;
3. Ask current residents how they like the complex;
4. Check around the units for obvious maintenance problems; and
5. Get a crime statistics report for the area from the police department.

Does a landlord have to inform me of the crime rate in the apartment’s immediate vicinity?
No. However, while there is no duty for a landlord to be responsible for the safety of the tenants and their property, there is a duty for the landlord to take reasonable and necessary precautions to protect both the property and the tenants from foreseeable harm if promises of safety have been made to the tenant (written are best) or security devices are present but not operational because of negligence on the part of the landlord.

BREAKING A LEASE

Can I break my lease?
Usually, not without severe financial consequences. However, if the reason for leaving is caused by the landlord’s noncompliance with the lease or failure to repair a condition that affects the health or safety of the tenant, certain steps may be taken which are described in other sections of this handbook.
If I have personal reasons for needing to vacate before the end of the lease, what are all of my alternatives and what penalties might I suffer?

Sublet the apartment with landlord’s written approval. The problem with subletting is that the tenant remains responsible to the landlord if the subletting tenant fails to pay rent or damages the premises. Negotiate a settlement or a mutual release of the lease. The tenant may have to pay some money to the landlord and/or agree to forfeit the deposit. If an agreement is reached it should be in writing, signed, and a copy given to all parties. Move out with notice to the landlord. The TAA lease (a very common local lease form) requires that the landlord make a good faith attempt to reduce damages by arranging to rent the apartment to a new tenant. However, the leaving tenant will be responsible for the time the apartment remains vacant during the remainder of the lease term unless the landlord does not make a good faith effort to release the unit. In addition, the lease may require a tenant to pay the cost of re-letting. Also, the lease may allow the landlord to enforce a landlord’s lien or contractual lien by taking some of the tenant’s property from the unit until these financial obligations are met if the tenant moves out without giving the landlord any notice or arranging for a replacement. The landlord will be unable to enforce a lien against your property, but the unit may sit open for a longer period of time before a new tenant is located. You are liable for this “down” time.

Does my landlord have to make an effort to relet my unit once I have broken the lease?

Yes. Landlords must make a good faith effort to lessen their damages in the event you move out early.

Am I liable for the reletting cost if I break the lease?

Yes. Landlords usually charge the full amount indicated in the relet portion of the lease regardless of their actual costs. This amount is normally stipulated to be 85% of one month’s rent. However, it is arguable that such charges are legally enforceable only to the extent of actual costs, which the landlord can prove that s/he has incurred (cost of advertising, leasing fee to a realtor, cost of preparing a new lease, etc.).

What other monetary damages could I be responsible for?

The tenant will be responsible for repair of any damage and cleaning of conditions caused beyond ordinary wear and tear. If your landlord knows that you are planning to move out early, and if your lease allows, the landlord can immediately demand full payment of the rent for the remainder of your lease term without any notice to you, and initiate a landlord’s lien. (The TAA lease allows for all of this.)

If I break my lease, what will happen to my security deposit?

Your security deposit will not be refunded, but it should be credited against the amount that the landlord determines that you owe.

What is a landlord’s lien and when can it be used against me?

Normally allowed by the lease, a landlord can seize certain non-exempt property roughly equivalent in value to the amount of rent you owe, and can hold the property until you pay the amount owed. In addition, the landlord may sell the property at an auction and apply the proceeds to your debt.

The lien can also be used if the lease rent has been accelerated because of a tenant default. Some of the property which cannot be seized under this lien are: a) clothes; b) tools and books of a trade or profession; c) schoolbooks; d) family portraits and pictures; f) one couch, two living room chairs, and a dining table and chairs; g) beds and bedding; h) food; i) kitchen furniture and utensils; j) medicine; k) one car and one truck; l) children’s toys not commonly used by adults; m) goods that the landlord knows are not owned by the tenant; and n) goods that the landlord knows are subject to a recorded lien or financing agreement.
If the landlord does not seize my property, what is likely to happen if I do not pay the damages s/he claims?

A landlord can report the debt to a credit reporting agency and it will show up as an outstanding debt on your credit history. When you apply for a loan or a credit card, and a creditor requests your credit history, the landlord’s report of the debt may cause your loan or credit card application to be denied. Also, a landlord can sue you. If the landlord wins the lawsuit, a judgment will be entered against you, and it may show up on your credit history if it goes unpaid. Texas law provides certain protection to judgment debtors. Homesteads and certain personal property (valued up to $30,000 if the debtor is single or $60,000 if married) are exempt and cannot be seized or sold by forced sale to pay off the judgment. Note that neither cash nor money on account in financial institutions is exempt and these can be seized by means of a lawsuit from the creditor against your bank account. If you are sued, or if a judgment is taken against you, consult an attorney.

RENTER’S INSURANCE

Do I need renter’s insurance?
Yes. Many tenants assume that the landlord will cover any losses that occur from events not caused by the tenants - such as fire or floods. However, for the landlord to be liable, the landlord either would have had to know or should have known about the problem, and then either failed to repair it or repaired it with poor workmanship. If you have renter’s insurance, your insurance company will issue a check to cover the loss and then possibly proceed against the responsible party. Renter’s insurance is not very expensive and covers property loss when something you own is stolen or destroyed by fire, water, or other casualty loss. You can get insurance that will reimburse you for either the “fair market value” or the “replacement cost” of the lost or damaged property.

REPAIR PROBLEMS

When does a landlord have to make repairs to my apartment?
The Texas Property Code requires landlords to fix any problem that affects the health or safety of “an ordinary tenant.” Your lease may increase the landlord’s responsibility to repair a wider range of conditions. Be sure to check your lease. The Texas Property Code has five basic requirements tenants must meet to use the law:

- You must be current on your rent
- You, your family, or your guests must not have caused the problem; and
- You must give your landlord one written notice by either certified or registered mail of the specific repairs that need to be made. Be sure to keep a copy of the notice;
- You may also wish to contact the City of Austin Housing Code Enforcement Inspectors to verify defects that might be a violation of the City of Austin Building Codes if you live in Austin or contact the San Marcos Health Department to verify that what you are complaining of is a serious health, safety, or “reasonable request for repair” issue… as well as demonstrating that the landlord is in violation of a local law. Be sure you have first followed all requirements of your lease.
- If the landlord has not made a diligent effort to begin those repairs within a reasonable time (which is usually assumed to be seven days unless unusual circumstances suggest a longer or shorter time frame is more appropriate), you may terminate the lease without going to court; hire someone to make the repairs and deduct the cost from the next month’s rent; or you can go to court and obtain one month’s rent plus $500 as a penalty and/or get a judge’s order requiring that the landlord perform the necessary repairs;
- If you do not send the first written notice by certified mail, then the statutes require that a second notice be sent stating that the landlord must commence repairs in good faith within seven days of receiving your second notice, before the normal remedies might be available to you.
If I discover mold in my apartment, can I break the lease?

Probably not. There are no specific or local health regulations that offer you a remedy if mold is discovered in your residence. However, if you can prove through medical or other scientific documentation that you have, or could develop, a materially adverse health condition that derives primarily from mold growth, you may be able to insist upon the removal of the mold under the health provision of the repair requirements in your lease. You should consult an attorney before trying to terminate your lease in this situation.

If I meet all five requirements above, what remedies are available to me?

- If you are fed up with the unsafe conditions and are ready to move, the Texas Property Code gives you this right. However, be careful because landlords are unlikely to believe that you have the right to unilaterally terminate your lease and move out early. If the landlord becomes aware of your intentions and if your lease allows it, the landlord may accelerate your rent and take some of your property under the landlord’s lien or contractual lien. (See section on Landlord’s Lien above.) After you move out, you can sue the landlord for: (1) any unused portions of your rent, (2) your security deposit, (3) one month’s rent plus $500, (4) actual damages (possibly moving costs and utility connection fees), and/or (5) court costs and attorney’s fees;

- If you want to stay and force your landlord to make the repairs, you can sue your landlord for: (1) an order requiring the landlord to make the repairs, (2) a reduction in your rent beginning at the time you first notified the landlord of the condition, (3) one month’s rent plus $500, (4) actual damages, and/or (5) court costs and attorney’s fees; or

- If you want to stay and hire someone to fix the problems yourself, you must first get a housing, building or health inspector to give the landlord a written notice that the condition is a threat to the health or safety of “an ordinary tenant”- unless the condition is raw sewage back-up or overflow outside your home, flooding from broken pipes or natural drainage inside your home, a heating or air conditioning problem, or if you have no water service the landlord has agreed to furnish, in which event the time frames for initiating repairs are shorter. The deduction from the rent for the cost of repairs cannot exceed one month’s rent, or $500; whichever is greater (however, this total may be able to be repeatedly deducted over several months).

THERE ARE OTHER REQUIREMENTS FOR MAKING THE REPAIRS YOURSELF, SO BE SURE TO CHECK WITH OUR OFFICE, A TENANT ORGANIZATION, OR A PRIVATE ATTORNEY BEFORE PURSUING THE REPAIR AND DEDUCT REMEDY.

SECURITY DEPOSIT

Under what conditions should my security deposit be returned?

If a tenant does not do any damage and fulfills her/his obligations, her/his deposit should be returned. To get your deposit back, you should:

- Leave owing no rent;
- Fulfill the lease agreement;
- Return the key;
- Leave the place clean and cause no damage-beyond “normal wear and tear;”
- Give the landlord your forwarding address in writing; and
- Give notice that you are leaving. (Most leases require 30 days advance written notice, but some are now requiring 60. Check your lease.)
When does a landlord have to return my security deposit?

A landlord is obligated to return your security deposit and/or give you a written itemized list of deductions for repairs and cleaning within 30 days after you move out or give the landlord written notice of your forwarding address (whichever is later).

What damages may I collect if s/he does not return the deposit on time?

If the landlord refuses to return your deposit or if you do not agree with the deductions, you can sue for your deposit. If the landlord keeps the deposit in bad faith, you can sue for three times the amount of the deposit wrongfully withheld, plus $100, attorney’s fees and court costs.

How can I help ensure the return of my deposit?

- Fill out a check-in/check-out list when you move in and out. Have it witnessed by the landlord and keep a copy (see our website for a form if one is not provided by your landlord);
- After you have cleaned the unit prior to moving out, ask the landlord to walk-through with you and to tell you what needs to be cleaned or repaired so that you have the opportunity to clean or repair; and
- Take pictures or videos of the unit both before you move in and after you move out.

Warning!!! A tenant who withholds the last month’s rent thinking that the deposit will cover the amount due can be sued for three times the amount of rent wrongfully withheld plus attorney’s fees.

**EVICT**

When may a landlord ask me to move out?

If the tenant-

- Does not pay the rent or pays the rent late;
- Breaks part of the lease (such as having a pet without permission, moving extra people in, disturbing neighbors, or destroying property); or
- Refuses to move after proper notice.

If the landlord wants to evict me, what procedures must be followed?

- The landlord must first give you a notice to vacate. You are entitled to a three-day notice unless your lease says otherwise;
- If you do not move when you get the notice to vacate, the landlord can file an eviction procedure (called a Forcible Detainer Suit) with the Justice Court;
- A constable or sheriff will give you notice that the lawsuit has been filed. It can be delivered in person to you or to someone sixteen years or older at your address, or it can be posted on your door with a copy sent by mail;
- You usually have seven days in which to contact the court and have a hearing scheduled. If you do not contact the court you lose the right to tell your side of the story, and you will automatically lose;
- If you lose at the hearing, you have five days after the hearing to move out or appeal the case; and
- If you do not move out within five days of the hearing, the landlord can get a “Writ of Possession” on the sixth day which gives the constable the power to move you out and set your property outside, by force if necessary.
Is it legal for a landlord to evict me by changing the locks?

No. The landlord is allowed, however, to change the locks if you are behind on rent, as long as s/he leaves a note on the door stating where you can get a copy of the key, 24 hours a day. If the landlord locks you out and refuses to give you a key, you can file a lawsuit with the Justice of the Peace for re-entry, the greater of one month’s rent or $500, actual damages, attorney’s fees, and court costs, less any money you owe the landlord.

Note: If you pay for utilities directly to the utility company, it is illegal for a landlord to cut off your utilities when you are behind on the rent.

POST SCRIPT

Disclaimer: The following postscript is intended to be a humorous list of comments the Attorney for Students office has heard from our clients. It is intended to be instructional in advising students what NOT to do with respect to landlords. It is NOT TO BE TAKEN OR INTERPRETED AS LEGAL ADVICE.

Twelve Truisms in Landlord/Tenant Law or What “Everyone” Knows:

1. The apartment will be absolutely spotless when you move in.
2. Changes or additions to the lease never need to be in writing.
3. The landlord will repair everything requested ASAP.
4. When your roommate moves out, you only have to pay half the rent.
5. If you find a less expensive place you can move out immediately with no consequences.
6. If the landlord is rude, you can break the lease.
7. If you do not like your roommate, you can break your lease.
8. Your friends/pets can stay with you for as long as you want and not be on the lease.
9. You’ll always get your full deposit timely refunded with no deductions.
10. Rent can be paid at anytime and in any amount.
11. The apartment is always in better condition when you move out than when you moved in
12. The landlord cannot enter my apartment without my consent.

CRIMINAL LAWS

IF YOU ARE STOPPED

What do I do if I am stopped for questioning?

- It is not a crime to refuse to answer questions, although it is a crime to refuse to identify yourself and produce proof of your identity;
- The police may “pat-down” your clothing if they suspect you have a concealed weapon. Do not physically resist, but you are not required to consent to any further search;
- Ask if you are under arrest and if so, what the charge is; and
- Do not “bad mouth” the police or run away even if you believe what is happening is unreasonable. It could lead to your arrest and/or additional charges of evading arrest.

What are some things I should NOT say to a police officer?

1. I know my rights.
2. My daddy’s/mommy’s an attorney.
3. You can’t do that.
4. I’m a criminal justice major/pre-law student.
5. Can you hold my beer while I get out my driver’s license?
6. I usually get a warning for this.
7. I pay your salary.
8. You’re not gonna check the trunk are you?
9. Sorry I was speeding- my radar detector was not plugged in.
10. I didn’t think that university cops were real cops.
11. Why aren’t you out catching real criminals?
12. You’re out of your jurisdiction.
If I am arrested, do I have to be read my Miranda rights?

A suspect must be read his/her Miranda warnings if 1) s/he is being questioned by police officers or other state officials and 2) s/he is being detained by those officials. If the police do not do this, then any statements made during the questioning are generally inadmissible in court. If a suspect is being questioned by police officers but is not detained, or is being detained but not questioned about anything beyond his/her identity, any statements made can be used against the suspect in the court.

What if I am stopped while driving my car?

- Show your driver’s license and proof of insurance upon request
- Remember, except for the reasons noted above, the general rule is that the U.S. and Texas constitutions give you the right to refuse to allow a search of your person or car.
- If the officers observe an open alcoholic beverage container, you may face a fine of up to $500.
- If you are given a ticket, you should sign it or you can be arrested. Signing the ticket merely indicates that you agree to appear in court. You can always challenge the ticket once you get to court.
- If you are suspected of DWI and refuse a blood, urine, or breath test, your driver’s license will likely be suspended for a minimum of 6 months. If you take the test and fail it will likely be suspended for a minimum of 90 days.

When can a police officer search my car?

Your car may not be searched unless (1) you give consent, or (2) there is probable cause. Unfortunately, there is no hard and fast rule as to what is probable cause. Courts have held that mere suspicion or hunches are not probable cause, nor are nervousness, fidgeting, or ambiguous gestures on the part of the suspect. On the other hand, courts have held that the odor of marijuana in a car can serve as probable cause for a search. If a judge decides that probable cause did not in fact exist, all evidence found as a result of the wrongful search will be excluded from any resulting trial.

If, after pulling over your vehicle, a police officer properly believes that he or she has probable cause to believe that you have been involved in a crime, he or she may conduct a full search of the vehicle. If, however, the officer does not have probable cause, he or she must limit the search to items in the car within plain view - under the seats, inside the glove box, and inside the trunk are off limits.

IF YOU ARE ARRESTED

What happens if I am arrested and taken to jail?

- You have the right to remain silent and to talk to a lawyer before you talk to the police. If you cannot pay for a lawyer, you may have the right to a free attorney, and you should ask the police how the lawyer can be contacted;
- After you are arrested or immediately after being booked, you have the right to make phone calls in the local dialing area to a lawyer, a bail bondsman, or any relative or other person; and
- Sometimes you can be released without bail on a “PR” or “Personal Recognizance” bond. When bail is being set, you can also ask the judge about lowering it.
TRAFFIC OFFENSES

If a police officer misspells my name on a ticket, will the charge be dismissed?

The fact that the police officer may have made a mistake while writing the ticket does not automatically invalidate the ticket, unless it is a fundamental or serious error. All that is required is that the ticket reasonably identifies you and the events surrounding the offense with sufficient certainty that the person, place and basis of the crime are ascertainable.

If I receive a speeding ticket what should I do?

First and foremost, it is important that you sign the ticket... Failure to do so may result in your immediate arrest. Next, after you have left the scene, you should either sign the back of the ticket and request defensive driving or plead not guilty. It is normally a bad decision to pay the fine and plead guilty or no contest.

What is defensive driving?

It is an intense 6-hour course that instructs you in a myriad of safety techniques that might help you to avoid an accident and be a better driver. In many instances, even if you are charged with a minor traffic offense that does not involve an accident, you can resolve the matter with minimal cost by taking such a course. These are available through a variety of venues, including the internet. The most significant restriction is that if the offense was speeding, you cannot have been exceeding 25 mph over the limit and you cannot have taken the course within one year from the date of the second offense. Also, you must have a valid Texas driver’s license to be eligible for this option.

What are the advantages to meeting with the prosecutor?

If you plead not guilty, this will give you the chance to ask for such a meeting to try to plea-bargain the case. You can always change your not guilty plea any time before the judge or jury passes sentence. Remember, the prosecutor represents the state (NOT YOU) and is not someone in whom you should confide. However, prosecutors are usually fair people who do want to reach a reasonable compromise in the disputes.

You can ask them to give you a deferred adjudication (similar fine, but the ticket stays off your record if you do not repeat the offense in the next few months) or to allow you to take the defensive driving course a second time (some courts will allow this). This will permit you to keep the ticket from being reported to your insurance company and increasing your rates significantly (which presents a much worse financial impact than the fine associated with the ticket).

Of course, you can contest the ticket in trial as well, but often it is more practical to pursue one of the suggestions noted above from a time and cost perspective.

DWI ADVICE

What is a DWI?

This is one of the most common and most serious charges students typically encounter. In Texas, if you are intoxicated to the extent that you cannot properly operate a motor vehicle you are potentially liable for a DWI charge. If your blood alcohol level exceeds 0.08 %, then there is a legal presumption that you have reached the point where you cannot safely drive, and you can be charged with Driving While Intoxicated.

The consequences of being convicted of DWI are severe. A first offense is considered to be a Class B misdemeanor. You can be jailed for a minimum of seventy-two hours and a maximum of 180 days, fined up to $2,000, required to pay court costs, have to attend an alcohol awareness class and pay a probation officer a set monthly fee that averages about $50 per month for the entire time that you are put on probation (which is usually about two years)... and that’s not the worst part!
Your insurance rates will likely skyrocket (probably doubling at minimum) after you are convicted. These rates will not reduce to their pre-conviction level for three years after the offense, even if you have no further offenses during that time. The alternative is worse; your insurance company could choose to “drop” your policy. This would force you to obtain liability coverage from the state’s high-risk pool, an option that is very expensive. As the ad says, you cannot afford DWI!

What do I do if I am charged with DWI?
- Be courteous at the scene, identify yourself, show your driver’s license and insurance papers;
- If you are arrested, you cannot stop the police from video-taping you, but you do not have to do answer any questions requested of you; and
- Your license will be suspended for at least 3 months if you do take the test and fail, and a minimum suspension will be 6 months if you refuse to take the test.

OTHER ALCOHOL MISDEMEANOR CRIMES

What is a “DUI?”
A minor (anyone under 21) who operates a motor vehicle in a public place while having any detectable amount of alcohol in his or her system is guilty of this criminal offense. Because the law only requires a “detectable” amount of alcohol in the young driver’s system, it is easier to be convicted under this law than normal DWI. Penalties include fines, community service, and attendance to an Alcohol Awareness workshop. A third offense may also include a jail term.

What other alcohol offenses do Texas State students commonly encounter?
A minor possessing, consuming, purchasing, or attempting to purchase alcohol, or the misrepresentation of his/her age (for example, using a fake I.D). A first offense for any of the above crimes is punishable by fines, community service, and possible suspension of your driver’s license for 30 days. The penalties are stiffer for second and third offenses including a possible 60 and 180 day driver’s license suspension, respectively.

Several of my friends have been charged or threatened with “public intoxication” what is that?
If a person appears in a public place while intoxicated to the degree that the person may endanger the person or another, then he/she could be charged with this offense. It is a Class C misdemeanor (lowest level), but you could still end up spending a night in jail if you are charged with this. Obviously, this is a somewhat subjective crime, so guilt is often determined by all the surrounding circumstances of the case. However, one accused of public intoxication does not have the right to demand a breath test or field test to prove his/her sobriety.

Marijuana
What are the penalties for the possession of marijuana?
It depends upon the amount that you have:
- Possession of two ounces of marijuana or less is a Class B (mid-level) misdemeanor;
- Four ounces or less but more than two ounces is a Class A (high level) misdemeanor;
- And the offense level continues to rise all the way up to a first-degree felony if you possess 2,000 pounds or more.
There is a presumption that one intends to distribute marijuana if you possess over 5 pounds of the drug and the penalties become much more serious for that offense. Under the Regent’s Rules of the Texas State University System, even being arrested for such an offense (not necessarily a conviction) can lead to suspension from the university for up to two long semesters.

**STALKING AND HARASSMENT**

**What is harassment?**
A person commits this offense if, with intent to harass, annoy, abuse, torment, or embarrass another, s/he:
- Initiates obscene communication by telephone, in writing, or electronic communication;
- Threatens, by telephone, in writing, or electronic communication to inflict bodily injury on the person or to commit a felony against the person, a member of his/her family, or his/her property;
- Causes the telephone of another to ring repeatedly or makes repeated telephone communications anonymously; or
- Makes a telephone call and intentionally fails to hang up or disengage the connection.
- Sends repeated electronic communications in a manner likely to harass, alarm... another.

**What is stalking?**
A person commits this offense if the person, on more than one occasion, knowingly engages in conduct, including following the other person, which the victim will reasonably regard as
- Threatening bodily injury or death to the victim or a member of the victim’s family or household; or
- Threatening damage to the victim’s property.

**What are the penalties for these two offenses?**
- Harassment is a Class B misdemeanor for which the punishment is a fine up to $2,000; or confinement in jail for up to 180 days; or both such fine and confinement.
- Stalking is a Class A misdemeanor for a first conviction for which the punishment is a fine up to $4,000; confinement in jail for up to one year; or both such fine and confinement.

**What can I do if I believe I am being harassed or stalked?**
You can call any of the following agencies for information and/or help. **DO NOT WAIT UNTIL SOMETHING SERIOUS HAPPENS TO CALL.** If you call early, you may be able to take actions to prevent injury or harm.
- UPD (if the acts occur on campus) 245-2805
- Emergency 911
- Victim Services/ San Marcos Police Dept. 753-2108
- Hays-Caldwell Women’s Center 396-4357

**What are other resources for Texas State University students who believe they are being harassed or stalked?**
- Call the Texas State Police Department (UPD) at 245-2805. UPD advises students not to wait for repeated actions or behaviors, but to call as soon as they have good reason to believe they are being stalked or harassed. UPD will conduct a thorough investigation and follow up on the situation.
• If you are a university student living on campus in a residence hall, you should advise your Resident Assistant (RA) of the situation. Your RA can then document your complaint and pass the information along to the Hall Coordinator and any other housing administrator who needs to be informed.

• If you are a university student living off campus you should notify someone in the management office so that extra precautions or preventative measures may be taken.

If I am being harassed or stalked by another Texas State student, is there anyone else I can contact?
Yes, you can report the matter to the Dean of Students office at 245-2124 or the Office of Equity and Access at 245-2539. If the stalking behaviors are occurring on campus, they will investigate and may take formal disciplinary actions against the offender.

Are there other forms of harassment which I should be aware?
Yes. Stalking or harassment can occur through unwanted e-mail messages. This is becoming increasingly more common among the student population. If this is a concern, you should follow the reporting procedures discussed above.

Does any protection exist for dating violence?
There is a new law that provides protection against threats and violence from another person with whom you have been in a long-term, intimate dating relationship. What distinguishes this from an assault case is that it is possible in this scenario to get a protective order. As each situation can vary greatly, you should consult an attorney regarding the details of your case before taking any action.

HOT CHECKS

I bounced a check for $2 and now I find out there is a warrant for my arrest! What can I do?
When you write a check for goods or services, there is a presumption that you will have funds available to cover that check. If the person you wrote the check to tried to cash it and it bounces, he or she must then notify you by certified or registered mail that your check bounced due to lack of funds or insufficient funds and that you have 10 days to pay. Note that the letter only has to be sent to the address on the check, so if you have moved, be sure the correct address is on your checks. If you don’t answer within 10 days, it is presumed you intended to violate the law and the case may be turned over to the District Attorney’s office for prosecution. You can be arrested for this and if convicted, you will have that theft conviction on your record for life. Keep track of your bank account!

EXPUNCTIONS

Is there a way to remove an arrest from my criminal record?
One arrested for a criminal offense may, in some situations, expunge (delete) the record of their arrest. Typically you are eligible for an expunction if your case is dismissed outright (due to not enough evidence) or you go to trial and are found not guilty. An expunction can be done only when the person (1) was not indicted for a felony, or (2) was indicted for a felony, but the indictment was dismissed because of a mistake, false information, or other absence of probable cause. Also,

a) the person must not have been convicted of a felony within five years preceding the arrest sought to be expunged,
b) has not been convicted of the criminal offense for which s/he was arrested (a deferred adjudication counts as a conviction), and
c) a court has not ordered community supervision (probation) for the crime.
Are Class C Misdemeanors handled differently?
Yes. The “no community supervision” requirement noted above does not apply. Hence, one arrested for public intoxication, DUI, etc. may have the arrest expunged if s/he received “deferred disposition” for the alleged offense. Deferred disposition means a final conviction is not entered against the defendant while s/he completes a period in which s/he cannot repeat the offense. Thereafter, the charge is dismissed, but the arrest remains on the defendant’s record unless it is expunged.

So why bother with an expunction?
The advantages of expunction are numerous. Job and other types of applications often ask if you have ever been arrested for a criminal offense. In most cases, a person who has had an arrest expunged can answer no. Note, however, that many law enforcement, security and military agencies expect applicants to disclose even expunged arrests; failure to do so may result in termination. Such is also the case for people applying for a license from such entities as the State Bar of Texas or the State Board of Medical Examiners.

How long does it take to get my records cleared?
Once an expunction request is filed in state district court, it takes approximately six to eight weeks for the court to rule on it. If the request is granted, the court orders all city, state and federal agencies to destroy the arrest records. This may take up to one year.

SMALL CLAIMS COURT

JURISDICTION AND WHETHER TO FILE SUIT

What is Small Claims Court?
Texas law provides that every county in the state have a Small Claims Court as a forum for settling disputes involving cases for money damages up to $5,000. It costs approximately $60 to file a case. Even though you can represent yourself in Small Claims Court, an attorney can also represent you. The person filing the lawsuit is called the plaintiff and the person being sued is called the defendant.

When should I sue?
There are several factors to consider before taking this step. You must weigh the time and effort required to follow through on the case against the amount of money you hope to win. You must be able to locate the person you are suing because s/he must be served with notice of the lawsuit. If you lose and the other party hires an attorney, a judgment could be entered against you for her/his attorney’s fees. Also, remember that if the person you are suing files a counterclaim against you for money damages and you lose, a judgment could be entered against you for the defendant’s damages and court costs. Once you win, you must take steps to collect a judgment if the defendant does not pay you. Often, the defendant has no assets, which can be attached, and you may not be able to collect on the judgment even though you won your case.

What happens if I am the defendant?
• If you are sued, you are referred to as the defendant in the lawsuit.
• After the plaintiff files a lawsuit, you will be given notice of the lawsuit or “served” by a constable or some other qualified person.
• You then must respond to the court or “answer” by 10:00 a.m. of the Monday following ten (10) days after the day you are served. Once an answer is filed, a contested hearing is scheduled.
• Also, if you believe that the plaintiff owes you money, you can pay a small fee and file a counterclaim against the plaintiff.

What happens if I do not answer?
If you do not enter an answer within the allotted time, the plaintiff can get a default judgment from the court. You will not receive any prior notice of the hearing nor will you have an opportunity to tell your story to the court. You can file an answer after the allotted time as long as you file it before the default judgment is entered.

PREPARING YOUR CASE
What do I need to do to prepare my case?
• Write out all the details you can recall - people, dates, places, times;
• Gather up copies of all documentation (receipts, letters, notices, and pictures) which support your position;
• Arrange for your witnesses to be present at the trial (you can subpoena them if you need to) or get written statements or affidavits from those who will not be present in court;
• Write out questions you want to ask your witnesses;
• Try to anticipate what testimony the other party will give; and
• Arrive at court on time.

What are the procedures in court?
• The plaintiff and her/his witnesses will present evidence first. The defendant can question (cross examine) each witness;
• Next, the defendant and her/his witnesses will present evidence. The plaintiff can question (cross examine) each witness; and
• The judge may ask questions at any time.

How soon will a decision be made and can I appeal it if I do not like it?
The judge usually gives a decision immediately or within a few days of the trial. If either party is dissatisfied with the judgment, s/he may appeal to the County Court within ten days of the trial, post an appeal bond, and pay a filing fee that is normally about $125. At this point, it is probably best to hire a lawyer as the legal procedures and evidence rules become fairly detailed.

CAR QUESTIONS

AUTOMOBILE ACCIDENTS

What do I do when I have a car accident?
• Call the police if a) someone is injured or killed; b) a car cannot be moved; c) there is a substantial property damage (over $500 to either vehicle); or d) if the accident involved a hit-and-run driver;
• Get the other driver’s name, address, telephone number, license plate number, driver’s license number and the name and policy number of her/his insurance;
• Give the other driver the same information about you;
• Get the name, addresses and telephone numbers of witnesses;
• Be careful of what you say. Emotional comments can be misconstrued by others or may be misquoted;
• Notify your insurance company immediately unless nobody else was involved and the damage to your car is less than your deductible;
• See your doctor if there is a chance you may be injured;
• Report the accident to the Department of Public Safety within ten days if there is an injury, death, or if total damages exceed $500; and
• Talk to an attorney to get advice about your rights.

If the other driver caused the accident, what should her/his insurance company pay?
• Medical and hospital bills;
• Wages lost because of injuries;
• Loss of use of your vehicle while it is being repaired;
• Repair or replacement of your car, for its “actual cash value;”
• Compensation for pain and suffering if anyone is hurt; and
• Towing expenses.

What if my bills are more than the other driver’s policy will pay?
• Medical: File a claim for the difference against your uninsured/underinsured motorist (UM/UIM) coverage and against your health insurance; and
• Auto Repair: File a claim for the difference (minus your deductible) against your collision or UM/UIM coverage

If I have only liability insurance, does my policy pay my medical and car repair bills?
No. Your liability insurance pays only for other people’s injuries and property damage if you cause an accident.

What is “actual cash value”?
Insurance pays for repairs or replacement only up to a car’s “actual cash value”- the amount it would have sold for before the accident.

What if the insurance company “totals” my car?
If the car repairs are estimated to cost 70% or more of the actual cash value of the car, an insurer will usually “total” the car and offer to buy the car from you for the actual cash value of the car. An industry benchmark for determining the value is the National Automobile Dealers Association Used Car Guide (“Blue Book”), but you should also get price quotes from used car dealers and newspaper used car ads.

If the insurance company wants to “total” my car and I want to fix it, what can I do?
You can keep your car if you are willing to subtract its salvage value from the insurance settlement. You can get estimates from salvage yards.

What if I do not agree with the amount I am offered to “total” my car?
Your policy offers a procedure called “appraisal” as a way to resolve the dispute. You and the company each choose a damage appraiser who selects an umpire. An estimate agreed to by any two of these three people is binding. Each party must pay its chosen appraiser and split the other expenses of the appraisal process.

Can an insurance company tell me where to get my car fixed?
No. You have the right to choose whether to repair your car, and if so, by whom.
Do I get a rental car while my car is being fixed?

- If the other driver was to blame, her/his liability should pay for a rental car for a reasonable period of time while your car is being repaired. If your car is “totaled” the insurance company will pay for a rental car only until it makes an offer of payment for your car; or

- If the accident was a hit-and-run, or if the other driver was both uninsured and at fault, your UM/UIM property damage coverage will pay. Otherwise your own insurance company will not provide a rental car unless you have rental reimbursement coverage.

When should I sign a release?

- Do not sign a release until you are satisfied with your total settlement, and you have consulted with a doctor and a lawyer. Normally, it is okay to settle the property damage portion of your claim first and to wait until you and your physician are certain that you have achieved maximum medical recovery for any injuries you have received before you settle the personal injury/pain and suffering portion of your claim. Be certain of exactly what you are settling and have read the document before you sign it; and

- If the insurer delays paying for your car repairs in order to pressure you into signing a release on your injury claim, file a formal complaint with the Texas Department of Insurance.

TEXAS PERSONAL AUTOMOBILE INSURANCE

What insurance coverage is available for my car?

The Texas Personal Automobile Policy offers eight types of coverage:

1. **Liability insurance** is the most basic coverage. Texas law requires that if you own a car, you must purchase liability insurance. The minimum liability insurance required by law is $20,000 per injured person, $40,000 for everyone hurt in an accident, and $15,000 for property damage. Failure to carry basic liability insurance can result in suspension of your driver’s license, impoundment of your car, and a fine up to $1,000. This insurance covers other people’s expenses for accidents caused by you, your family member, and anybody else driving with your permission. It also covers you and your family members when driving other people’s cars – including rental cars – but not a car regularly available to you such as a company car.

2. **Uninsured/Underinsured Motorist** (UM/UIM) covers your losses for an accident caused by a hit-and-run driver or an uninsured motorist (up to your policy’s dollar limits), or an under-insured driver (one who did not have enough insurance to cover all your expenses). However, you are still responsible for payment of any deductible.

3. **Medical Payments** pay medical and/or funeral bills arising from car accidents, including those where the victim was a pedestrian or a bicyclist. It covers you, your family members and passengers in your car, regardless of who caused the accident. You cannot “double” collect from both your medical payments and your UM/UIM coverage. You probably do not need this coverage if you have good health insurance.

4. **Personal Injury Protection** (PIP) pays the same as Medical Payments (fault being no consideration), plus 80% of lost income and the cost of hiring someone to take on the household and caregiver responsibilities of an injured person. The usual amount of coverage offered is $2,500, but you can obtain it in higher increments if you desire. It covers the same people as Medical Payments. If you do not want PIP, you must reject it in writing. This is a worthwhile coverage even if you have good health insurance.

5. **Collision** pays the cost of fixing or replacing your car after an accident - regardless of who was driving or who was to blame. Payment is limited to your car’s actual cash value, minus your
deductible. We strongly urge you to obtain this type of insurance, as you may not otherwise be able to replace your car after a wreck that is deemed to be your fault.

6. Comprehensive (Physical Damage Other than Collision) pays to replace or fix your car if it is stolen or if it is damaged by causes other than a collision, such as a fire, vandalism, tree damage, or hail, it also pays for a rental car or other temporary transportation if your car is stolen. The coverage is limited to your car’s actual cash value minus your deductible. It will not pay for auto theft unless you report the theft to the police.

7. Towing and Labor pays for towing charges when your car is disabled and labor charges - such as changing a tire - at the place where your car is disabled.

8. Rental Reimbursement pays a set daily amount for a rental car if your car is stolen or is being fixed because of damage covered by your auto policy.

Is my Texas policy good in Mexico?
No, unless you get a special “endorsement” to extend your policy’s coverage to infrequent trips as far as twenty-five miles into Mexico. You can buy Mexican Liability insurance from Texas agents who specialize in it.

AUTO REPAIRS

How can I find a reputable mechanic?
- Ask friends for recommendations;
- Call the Better Business Bureau and the Consumer Protection Division of the Texas Attorney General to determine whether a business has unresolved complaints filed against it;
- Do comparison shopping; and
- Remember the cheapest estimate may not be the best choice in terms of workmanship and reliability.

Do you need to get an estimate in writing?
Yes, include in the estimate:
- Specific repairs to be done,
- Breakdown of cost as to parts and labor, and
- When the work will be completed.

What are my options if I am dissatisfied with the repair work?
- Complaint: File this with the Attorney General-Consumer Protection Division and/or the Better Business Bureau and allow them to try to resolve the dispute on your behalf.
- Mediation: The Better Business Bureau will mediate at no cost to the parties. There are also private and community alternate dispute resolution centers.
- Sue: If you cannot negotiate or mediate a settlement, you may need to file a lawsuit. Claims up to $5,000 can be brought in Small Claims Court without the assistance of an attorney.

What happens if I do not pay or stop payment on my check or credit card if I am not satisfied with the repair work?
Often the repairman refuses to release a car until the bill is paid. Texas law provides a “possessory mechanic’s lien” for a worker who repairs a car. If a consumer pays for repairs by check or credit card and stops payment on either, the repairman has the right to “repossess” the car under the lien and refuse to release the car until all the repair costs and repossession fees are paid. However, stopping payment on a check or credit card is generally not considered a criminal act, and you should not be prosecuted for theft of services unless the repairman can prove that you had intent to steal his/her service.
TOWING LAWS

When can my car be legally towed?
- Police can order a car towed if it is parked in violation of a city ordinance;
- A private landowner or parking facility can order a car towed only if one or more of the following conditions have been met:
  - If one or more conspicuous signs state who may park in designated area, and prohibit others from parking there;
  - If the owner or operator of the property has notified you to “move the vehicle or it will be towed;” or
  - If the vehicle is blocking an entrance, an exit, a fire lane, or an aisle of a parking facility.

If my car is illegally towed, what are my remedies and whom should I sue?
If your vehicle is towed illegally, the individual who requested the wrongful towing will be liable for any damages resulting from towing and storage, any towing and storage fees, and attorney’s fees, if any. If the court determines that probable cause existed for the tow, the owner of the vehicle must pay the costs of the towing and storage.

What are the court procedures if I wish to file a wrongful towing suit?
The car owner is entitled to a hearing to determine whether or not probable cause existed for the tow:
- Before the fourteenth day after the date of the tow, the owner must request a hearing before:
  - A justice of the peace or magistrate in whose jurisdiction the vehicle storage facility is located; or
  - Municipal court judge in whose jurisdiction the vehicle storage facility is located (in municipalities that have a population of 1,200,000 or more).

Note: any damage done to your vehicle by the towing company during the tow is the responsibility of the towing company.

CONSUMER LAWS

SALES

Buying and selling a car
What should I do first?
- Drive the car and inspect it thoroughly.
- Ask the Seller about wrecks, major problems, repair, and maintenance records
- Ask the Seller how long s/he has owned it, and why s/he is selling it.
- Check the date of the inspection and license tags.

If you still like the car, you may:
- Have a mechanic inspect it.
- Get the VIN (vehicle identification number) and check current title and history with DOT at (512) 465-7611
- Ask Seller about the title: does s/he have it, and if not, when will it be obtained? Make sure s/he has clear title, that is, one without a lien. Do not accept a title stamped “Non-Negotiable.”
- Make sure that the odometer reading (mileage) matches or is close to that reflected on the title.
Do Not:
- Pay cash for a car. Use a cashier’s check, certified funds, or money order(s). Keep the receipts.
- Give the seller the check without receiving the title or completing the title transfer papers
- Drive without insurance. Once you decide to buy it, let your insurance agent know immediately!

Note: Seller may tell you by law he has certain number of days to deliver the title. While this may be true in certain instances, it is best not to give up the money without the title.

How should I close the deal?
- When agreed on a price, meet the Seller at the county tax assessor’s office. Fill out a Form I30-U (the title transfer form), sign it and have the Seller sign it.
- Make sure any lien is released on the front of the title.
- Make sure the Seller has signed the title over to you on the back
- Buyer normally pays the sales tax and transfer fee.
- Put the right sales price on the form. Lying on a title form to avoid taxes can be a felony.
- Bring your check. When the clerk approves the paper work, give the check to the Seller. Get the keys, the owner’s manual if available, and all maintenance and repair records.
- Make sure you get the “White Slip” from the tax assessor. This document is your receipt until the new title is mailed.

What if I am the seller?
- Don’t lie about the car’s condition
- Sell it “As Is-No Warranty” and put this provision in writing
- Do NOT take a personal check
- Make sure title transfer is complete, so you won’t be confused with the owner in case of a future accident.

Is it okay to buy from a Dealer?
Of course; however, make sure the dealer has the title. Paper dealer tags are only good for a short period. If the first time period expires, contact this office or DOT. If dealer doesn’t transfer title, you may be able to recover money from his $25,000.00 “performance” bond.

DOOR TO DOOR SALES

How long do I have to cancel a purchase made via door to door sale?
A Federal Trade Commission rule gives a buyer three days in which s/he may cancel a sale that:

a) Is over $25;
b) Does not take place on the seller’s premises; and
c) Is in interstate commerce.

If I wish to cancel the sale, what do I do?
If you decide to cancel the sale, you should contact the seller within three days of the purchase - follow up an oral notice with a written notice - and allow the seller to come pick up the product. It must be in substantially the same condition as when you received it. If the seller fails to pick up the item within twenty days of cancellation, you may keep it without any further obligations unless other arrangements have been made.

Within ten days of receipt of the notice of cancellation, the seller must return any payments and trade-in merchandise and release the buyer from any further obligations.
Telephone Sales
Helpful Hints:
- Do not agree to buy something over the telephone unless the salesperson agrees to send you a written contract which explains the sale;
- Sales agreed to over the telephone are hard to cancel; and
- Be cautious giving a telephone salesperson your credit card and/or bank account number

Mail order sales
What can I do to minimize risk of loss when ordering by mail?
- Read catalogues thoroughly. Check products, prices, shipping, and handling charges. Compare catalogue offers with store offers;
- Order the merchandise four weeks before you want it. Determine whether an order made after a certain date will be shipped later than you might desire;
- It is preferable to pay by credit card as you may be able to challenge the charge if something is wrong; and
- Keep a record of your orders.

Are there other remedies available to me?
Yes. A dissatisfied buyer can file a complaint with the Postal Inspector through the Postal Authorities. Also, the Federal Trade Commission has regulations concerning delivery delays and refunds. Companies are required to:
- Fill mail orders within thirty days if no other time is stated. If this deadline cannot be met, the customer must be given the option of accepting the delay or canceling the order with a full refund; and
- If the consumer does not reply to the company’s offer to cancel a delayed order, the company can assume it has thirty days to meet the order. After the additional thirty days, the consumer must then provide written consent to allow any further delay.

Unsolicited Goods
If I receive unrequested items in the mail, what are my options?
You have two remedies:
- Return the items or keep the unrequested items without any obligation.

CREDIT ISSUES

Credit Cards
What laws protect consumers when they are using credit cards?
A consumer using credit cards is protected by the Federal Consumer Protection Act, which includes the Truth-in-Lending Act.
Can an issuer of a credit card give a consumer an unsolicited credit card?

No.

What am I liable for if my credit card is stolen?

A consumer is protected from unauthorized use of her/his card. S/he is liable for a maximum of $50 if the card is stolen, and then only if the unauthorized use occurs before the consumer notifies the issuer of the theft/loss.

However, if you determine who has stolen your credit card, be aware that if you make a “deal” for the thief to pay you back, and then that person defaults on the agreement, the police may be unwilling to file criminal fraud charges. Further, the credit card companies may not credit your account with the disputed or improperly charged amount. The result could be that your only recourse will be to file a civil suit against the perpetrator while you remain legally responsible for the debt. In this instance, your only hope to recoup your loss is that the defendant has sufficient funds to pay any judgment you might win (something that is not at all a guarantee).

Debit Cards

Debit cards are issued by banks and may be used to withdraw funds from an Automated Teller Machine (ATM, not Texas A & M) or to make purchases from stores or vendors who accept major credit cards. Debit cards are riskier than credit cards because the identity of the person using the “credit” card fraudulently is not verified by a personal identification number (PIN), so funds may be completely withdrawn from a bank account without a consumer knowing his/her money is gone. Unlike a credit card, a consumer does not have the option of withholding payment on charges which they suspect are the result of theft, fraud, or error, nor is liability limited to $50. Once the consumer’s money is gone, it may take a while for the bank to investigate and credit the bank account. In the meantime, the consumer can be left with little or no funds.

To protect yourself against illegal activity on your card(s):

- Check your current bank cards to determine whether you have an ATM or a debit card. Many banks automatically issue debit cards to replace expired ATM cards. If you prefer an ATM card, notify your bank of your preference.
- Check your bank statements carefully and frequently. If you notice fraudulent use of your card, immediately report your suspicions to the bank.

Helpful hints to prevent theft:

- Keep a file of all your credit cards, including the account numbers, and telephone numbers and addresses to contact in case the card is lost or stolen; and
- Save your purchase receipts and compare them to the credit card bill.

Collection Agencies

What should I do if I am behind in paying a bill?

If you are having trouble paying a bill, contact the creditor before the account becomes delinquent. The creditor may be willing to accept smaller payments, at least on temporary basis.

If my debt is turned over to a collection agency, what can they legally do to try to get me to pay?

There are two laws that protect a consumer from bill collectors - the Federal Fair Debt Collection Practices Act and Texas Debt Collection Act. A debt collector/creditor cannot:

- Harass you by contacting you at inconvenient or unusual times, such as before 8 a.m. or after 9 p.m.;
• Call you at work if your employer disapproves; or lie to you about the consequences of not being able to pay the debt on their terms (such as, “you will go to jail if you do not pay this” or “we will force you out of your house, take your car and everything that you own”). If the collector/creditor uses illegal collection methods like this, you can sue for monetary damages.

**How can I stop a collection agency from contacting me?**
Write a letter telling them to stop. Send the letter certified mail, return receipt requested and keep a copy of the letter. Upon receipt of the letter, the collector or creditor cannot contact you any further except to say that they will not contact you again or inform you of a specific action, such as the filing of a lawsuit against you.

**What can I get out of them if they do this to me?**
You can potentially recover your actual damages, statutory damages, and attorney’s fees.

**Credit reporting errors**

**What laws protect a person from inaccurate credit reporting?**
The Fair Credit Reporting Act covers consumers by requiring credit bureaus to furnish correct and complete information to businesses. This law is enforced by the Federal Trade Commission.

**Can I get a copy of my credit report?**
You have the right to know what your credit report says. Request a copy of the report from Credit Reporting Agencies (CRA). (Check the yellow pages under “credit” or “credit rating and reporting.”) There is a fee unless you have been denied credit within thirty days of your request.

**What if I find an error on my credit report?**
Request that the CRA investigate the error. If the investigation does not resolve your dispute, send a written explanation of the disputed information (two hundred words or less) and request that the CRA show your version to the potential creditor who has requested your credit history. There may be a charge unless you request this service within thirty days after you receive notice of denial of a credit application.

**How long will a bad debt be reflected by the agency?**
CRA’s will report unfavorable information for seven years, with certain exceptions, such as bankruptcy data, which will be maintained for ten years, and information regarding a judgment will last until the judgment is no longer valid.

**How else may I challenge the validity of a debt?**
You may request that the CRA verify the debt with the creditor. If they do not confirm the debt within thirty days from receipt of notice, then the debt will be eliminated from your credit report. Helpful Hint: Keep copies of all notices/requests you send and mail them by certified mail, return receipt requested.

**Credit Billing Errors**

**How do I protest an incorrect bill?**
Under the Fair Credit Reporting Act you must send the creditor written notice about the problem to avoid paying for any disputed charges. To be protected under this law:
• Within thirty days after the creditor mailed the first bill containing the error, you must write the creditor. Include your name and account number, the date, type, and dollar amount of the disputed charge; why you think there was a mistake; and request for proof of the charge. (These instructions are usually on the back of every bill.)
• Send the letter to the special address for billing inquiries - not to the payment address;
• Do not send the letter with your payment; and
• Keep your copy of the letter and send it by certified mail, return receipt requested.

**What is the creditor required to do?**
• Acknowledge your letter in writing within thirty days after it is received;
• Conduct a reasonable investigation and, within no more than ninety days, either explain why the bill is correct or adjust the error; and
• Include documents proving the charge is proper (if you requested such proof in your letter).

**BANKRUPTCY**

Notice!!! As of the printing of this manual, congress is considering significant amendments that may alter the following information substantially-consult your attorney to determine the status of this legislation.

**What is bankruptcy?**

During a college career, many students incur a large amount of debt - from student loans, car purchases, landlords, and credit cards. Often when they fall behind, students consider filing bankruptcy to avoid payment of these debts. Bankruptcy is a step of last resort in most cases, and should only be used for emergency or extreme hardship. The ultimate goal of bankruptcy is a discharge, which is a permanent court order against collection of the debt by the creditor, and a chance for the Debtor (the person filing bankruptcy) to start over financially. The two most common types of bankruptcy for individuals are Chapter 7 and Chapter 13.

In a Chapter 7 the Debtor lists his/her debts and property, shows inability to repay, and lists property s/he is allowed to keep. Some debts, such as most taxes, child support, and alimony cannot be discharged. Student loans can only be discharged if extreme hardship is proven - such as a disabling illness - and if the loan became due at least five years ago. This is very rare.

In a Chapter 13 the Debtor proposes a three to five year payback plan based on the excess of monthly income over basic monthly living expenses. This payment plan can be used to restructure payments while keeping most property, including a house, appliances, or car, which might otherwise be repossessed.

**How often can I declare bankruptcy?**

Once every six years.

**How long does a bankruptcy stay on my credit account?**

Ten years.

**When should I file bankruptcy?**

Generally, filing should occur when there is no realistic expectation of repayment, or when the Internal Revenue Service or another creditor is about to seize a person’s assets.

**If I file bankruptcy, can I keep any property?**

In bankruptcy, unless the creditor loaned the money to buy the item or the IRS is a creditor, ordinarily the Debtor keeps exempt property. Exempt property cannot be taken to satisfy debts. There are two sources of exempt property - state law and the Bankruptcy Code. A Debtor must choose between either the state or federal exemptions.

Texas exemptions include 10 acres in town or 200 acres in the country of real estate, as well as $30,000.00 for a single person or $60,000.00 for a married couple in personal property (such as furniture, clothing, car, books, tools of the trade, pictures, and food). In addition, except for child support or income taxes, wages cannot be garnished, that is, taken directly from one’s employer.

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At present, the Bankruptcy Code also offers a set of exemptions, with smaller monetary amounts in the categories than the Texas exemptions but can include cash, which is generally not included in the Texas exemptions. In addition, properly IRS qualified retirement accounts are exempt.

Why should I not file bankruptcy?
- Long-term credit harm.
- After filing bankruptcy a person must answer “yes” to the bankruptcy inquiry on credit, employment, graduate school, and other types of everyday life applications.
- While bankruptcy does not carry the stigma it once did, it still will always require an explanation.
- In addition, if a student files bankruptcy while in school or immediately thereafter, it puts a burden on his/her reputation at the very beginning of a promising career.
- Finally, with a few narrow exceptions, student loans are not discharged, meaning that the debt still must be paid after the bankruptcy is over.

What are some alternatives to filing bankruptcy?
Many companies will allow lower payments if pressed, and the amount of the debt which seems insurmountable now may be relatively minor after securing that first “real” job. If one secures a reduced payment agreement from a creditor, make sure the terms are in writing.

Also Consumer Credit Counseling is available in some cases. Consumer Credit Counseling is a nonprofit agency acting as a mediator between the debtor and creditors, and can, if funds are available, negotiate a long-term payment plan. The debtor pays a certain amount each pay period to Consumer Credit, which then distributes it pro rata to each creditor. Note, however, that Consumer Credit Counseling Services are funded by credit agencies and ultimately, may not always be looking out for your best interests.

What is likely to happen if I decide not to file bankruptcy?
- A creditor can always put a negative entry on the debtor’s credit history and contact the debtor at reasonable times by telephone and letter.
- If the debt is secured (such as money borrowed to purchase a car) and the debtor defaults on the loan, the creditor can foreclose on the loan and repossess the property. If the value of the property is less than the amount due on the loan the creditor can file a lawsuit against the debtor.
- If the debt is unsecured (such as many credit card debts), a creditor can sue a debtor.

What if a creditor sues me?
If a creditor files a lawsuit and wins (that is, gets a judgment against the debtor), the creditor then has to collect the debt. However, if a debtor does not have any non-exempt property (see the above question “What property can a Debtor keep?”), then the creditor normally cannot take any of the debtor’s property. The judgment can also be put on the debtor’s credit history. Also the judgment can remain “active” forever allowing the creditor to periodically attempt collection.

THE DECEPTIVE TRADE PRACTICES ACT (DTPA)

What is the DTPA?
This act protects Texas consumers against false, misleading, and deceptive business practices, unconscionable actions, and breaches of warranty. The DTPA eliminates many barriers to the enforcement of a consumer’s rights. If a consumer prevails in court, s/he can recover her/his attorney’s fees.
What can I recover if I win a case under this law?

A consumer may collect actual and punitive damages. However, to collect punitive damages, it is necessary to show that the seller breached the law intentionally, a standard that may be difficult to prove in court. Without the proof of “intent,” the consumer’s remedies are usually limited to recovery of “economic damages,” court costs and attorney’s fees only, but punitive damages may be up to three times the amount of your actual damages.

Are there any prerequisites before I can file a lawsuit under this law?

Yes. To assert a claim under the DTPA, at least sixty days before filing a lawsuit, a consumer must give written notice to the person or business against whom the complaint is being made. The notice must include:

a) a statement that the letter is intended as notice prior to filing suit under the DTPA;

b) the specific complaint of the consumer; and

c) the amount of actual damages and expenses claimed, including attorney’s fees, if any.

The merchant then has sixty days in which to pay the amount demanded by the consumer or make a written settlement offer. An offer is considered rejected if the consumer fails to accept it within thirty days. If a consumer rejects an offer, the dispute can then go to trial.

EMPLOYMENT LAW

YOU’RE HIRED!

Employment Contracts

What is typically in an employment contract?

- The amount that you will be paid
- Details of your work assignment
- How long you will be employed

Any special circumstances or benefits that you might have bargained for in the hiring process

Can a company require that I sign, a non-competition and/or trade secrets’ agreement?

Yes. A company can insist that you keep secret any:

- Trade secrets
- Techniques or processes
- Customer lists
- Marketing strategies

What if I violate a non-competition and/or trade secrets’ agreement?

If you make any improper revelations, you could be liable for any economic damages the business incurs.

Are there any specific provisions in a non-competition and/or trade secrets agreement of which I should be wary?

Yes; beware of agreements that:

- Forbid you from entering into your own business or
- Joining another competitor
- Not being able to use talents and skills that you possess prior to joining that company
- Restrictions on competing with your former employer that are over 2 years in duration
- Restrictions on the geographic scope (the area in which the company has been active is normally protected)
If I am just a part-time employee, should I be concerned about non-competition and/or trade secrets agreements?

You must carefully weigh the advantages of joining an enterprise that has heavy restrictions on your future employment, especially if the job you are agreeing to do is temporary (summer) or part-time in nature. You may unnecessarily limit yourself from future opportunities for short-lived compensation.

Should I get anything extra for signing such an agreement?

Yes. In Texas, anti-competition contracts normally must be offered only when some additional consideration (compensation of some type) is given. The recompense does not have to be monetary. Remember, it is better not to sign a burdensome contract at all rather than rely on a court to hopefully support your legal argument.

What if I invent something during my employment… is it mine or the company’s?

If you create an invention while using company facilities, equipment or even time, the item belongs to the business. However, if your creation occurs outside the physical presence of the company without the use of their facilities or specific knowledge that you acquired while at work, then it will likely be deemed to be your intellectual property. These concerns are usually addressed in the employment contract, so the best answer is to read your contract to determine your rights. Do not sign an agreement that unfairly or unduly restricts your right to use your ingenious abilities outside the workplace.

What if I receive an offer of employment in writing and then it is withdrawn months later after I have rejected other offers? Can I successfully sue the company for depriving me of other opportunities?

As Texas is an employment-at-will state and as you could hypothetically be fired at any time, even upon your arrival for work, the company is probably not liable for any damages or lost opportunities you suffer. But, if you can prove that the rejection is based upon an illegal reason, then you may be able to successfully collect damages. If the employment offer states or implies a term to the employment period (i.e. annual or monthly salary), you may at least be able to receive a salary for that time period.

What if the company does not pay me for my work?

Unless you are paid by commission, you can file a complaint with the Texas Workforce Commission under the Texas Payday Act. If your grievance is found to be meritorious, then the employer can be ordered to give you all back pay and may be fined by the state for their actions.

YOU’RE FIRED! … OR ARE YOU???

Employment At Will

I understand that Texas is an “employment at will” state. What does that mean?

It means that an employee can be fired for good cause, bad cause or no cause at all. Of course, there are exceptions stated in both federal and state law. The most common of these are covered in:

- Title VII (aka The Civil Rights Act of 1964)
- The Americans with Disabilities Act
- The Age Discrimination Employment Act

These laws state that you cannot be fired because of your race, color, religion, national origin, gender, disability or age if you are 40 or older.

When can a company not terminate an employee?

You cannot be lawfully terminated:
• If a written employment contract stipulates a time period that you will be employed
• If an employee files a worker’s compensation claim
• If an employee takes reasonable time off to go vote
• If an employee serves on a jury
• If an employee has child support withheld from his/her pay check
• If an employee refuses to participate in an employer ordered criminal act.

If I discover that my company is doing something illegal, can I report them to the proper authorities and not be fired?
No. There is no recognized “whistle blower” protection in the private sector in Texas.

What if the company violates its own handbook’s guidelines in disciplining or terminating an employee?
An employer is not liable for wrongful discharge. The courts have ruled that the handbook is not an employment contract, unless there is specific language to the contrary in the handbook.

HARASSMENT
Under Title VII, are harassment claims limited to sexual harassment issues?
No. Recent court decisions have expanded hostile environment claims to all of the protected classes not just those that are gender based. Therefore, if you are harassed because of your race, color, religion, nationality, age or disability, there is a potential cause of action on the same basis as that which is set forth below for sexual harassment.

When can an employer be held liable for harassment?
The most well publicized form of harassment in the workplace is sexual harassment, which is a type of sexual discrimination. There are three types of sexual harassment now recognized as creating liability for a business.

a) “Quid pro quo,” or being forced to have sex with a superior in order to keep your job or to get a promotion, etc. This is illegal if the actions against the employee resulted in an adverse and “tangible employment action” (meaning a significant consequence). The courts have stated that if the allegations are proven, there is virtually automatic liability for the company.

b) Hostile environment from a supervisor or higher-ranking person. The business is required to have a plan to deal with hostile environment issues. This information must be widely disseminated to the work force. Any allegations of harassment need to be investigated and dealt with promptly. Likewise, the employee who has been harassed must take advantage of the company’s resources to resolve the problem and do what is reasonable to avoid the alleged harasser and his/her behavior. If the business does not do its part, liability can be placed on the business; likewise, if the employee does not follow procedures or fails to mitigate the problem, they may not have any legal basis for a claim.

c) Hostile environment from a co-worker or visitor to the company. If the company knew of, or should have known of the problem, and does little or nothing to resolve the issue, then there could be liability. Here, silence is not golden and the victim needs to make Human
Resources or management aware of the problem. We recommend following the same procedures as are stated in the section above regarding hostile environment created by a supervisor.

**Does Title VII cover same sex harassment?**
Yes. Courts have ruled that there is liability even if the victim is the same gender as the harasser.

**What is the legal definition of “harassment”?**
The fact that different people are offended by different actions makes a set definition impossible. However, the guidelines offered by the courts and the EEOC state that the act(s) of the perpetrator must be: severely offensive; or, moderate acts that are frequently repeated and not consensual. In order to be actionable, the actions must also be repugnant to a reasonable person. Therefore, occasional sexual jokes, some casual touching, or asking someone in the workplace for a date on several instances are generally not considered Title VII violations. However, individual companies may have internal polices that prohibit or discourage these actions.

**AMERICANS WITH DISABILITIES ACT**

**How is “disability” defined under the ADA?**
The ADA defines this term broadly. It is:
- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

Recently, court decisions have limited the scope of who is covered under the disability definition - if the handicap can be mitigated substantially or controlled such that the effect of the disability is significantly reduced or eliminated, then the person is not considered disabled. Also, temporary or short-term conditions are not disabilities. Further, current alcohol or drug addicts are not protected under the ADA.

**If a person is disabled, does the employer have to hire that person or keep that person on his/her original job?**
The employer is required to reasonably accommodate the person so that he/she can perform the job. This does not mean that merely because someone has a disability the employer is required to hire or keep such an individual in the position. It does mean that if the disability, with accommodations, would not prevent him/her from successfully performing his/her duties on a particular job, that person should be given the opportunity to compete for that position with any other person who is not disabled.

**So what is a reasonable accommodation in the workplace?**
This can vary form case to case, but generally if the accommodation sought is not a great economic burden to the business, then it can be required. Many alterations cost less than $500 and would apply to nearly every entity. However, the disabled person cannot choose which accommodation he/she prefers as long as it effectively eliminates the barrier.

**Can an employer ask me about my disability in a job interview?**
No. The only time the matter can be discussed is if the disabled applicant voluntarily brings it up or after a job offer is tendered. In that latter situation, the offer may be made conditional upon the candidate being able to demonstrate that he/she can perform the task successfully or passing a medical exam that verifies his/her ability to succeed in that position.
REPORTING DISCRIMINATION
If I believe I have been illegally discriminated against, what actions should I take?

- Try to communicate with the person involved to let him/her know your concerns.
- If this is ineffective or you do not wish to talk to that person directly, report the problem to either your supervisor or the harasser’s supervisor.
- If this is not possible or impractical, then report the problem to the Human resource office at your workplace.
- If no satisfactory resolution is reached, then you may file a report with the Equal Employment Opportunity Commission in San Antonio or the Texas Commission on Human Rights in Austin. Be mindful that any filing must be made within 300 days of the complained of incident or your action is barred by law.

FAMILY LAW

DIVORCE

Can I get a separation in Texas?
Texas law does not provide for a “legal separation.” You are either married or not.

What is “no fault” divorce?
Texas has a “no fault” divorce law, which allows spouses to file for divorce without having to prove grounds, (such as mental cruelty, adultery, abandonment, etc.). The spouses simply have to prove that the marriage cannot be saved because of irreconcilable differences.

Is alimony allowed in Texas?
Yes, but in very limited situations. A recent law allows alimony up to three years for a spouse that has been in a marriage of at least ten years duration if the spouse lacks the ability for self-support. Another way to be eligible for this type of support is if the other spouse was convicted, or has been granted deferred adjudication and placed under community supervision, for an act of family violence within a two-year time frame prior to the filing of the divorce.

Do I have to hire an attorney?
No. However, it is only advisable for you to do your own divorce if: 1) the divorce is uncontested, 2) there are no children of the marriage, 3) you do not own any real estate, and 4) you have agreed to a division of the personal property and debts.

CHILD SUPPORT

How are the child support and visitation issues decided if I have children?
The court will determine the custody, visitation, and child support based upon what is in the best interest of the child. Texas law has established guidelines for child support – for one child, 20% of the monthly net income of the paying parent; for two children, 25%; for three children, 30%; for four children or more, 35%. The Texas Family Code also has a suggested visitation formula that provides for the non-possessory parent to have custody of the children every other weekend and alternation holidays.
What if I have a child by a man who later denies responsibility for fathering the child?
You can file a paternity lawsuit. Once this occurs, the court will order blood tests. If the court determines that the man is the father, the court will determine custody, visitation rights and child support. If neither the mother nor the father want the father to be involved with supporting or raising the child and if the mother does not apply for welfare support, no paternity action is required. If the custodial parent applies for governmental financial assistance, the County Attorney or Attorney General will bring suit against the non-paying parent to recover moneys they have paid to the custodial parent for child support.

SPOUSAL OR CHILD ABUSE
What if someone abuses me or my child?
Most importantly, protect yourself and your children by moving out of harm’s way to a friend’s house or possibly to a battered women’s shelter. Next, talk to an attorney about obtaining a restraining or a protective order. You may also seek temporary custody of children to protect them. If you are a victim of abuse, or if you have knowledge of abuse, there are community organizations that can help. (See the list of community resources at the end of this handbook.) Texas law requires any person who suspects or has actual knowledge of child abuse to report the situation to the Texas Department of Protective and Regulatory Services.

ESTATE DOCUMENTS

WILLS
What does a will do?
It determines who receives your property upon your death. It can also solve or avoid costly court supervision of the distributions of your estate and of a guardianship to protect the rights of your minor children.

What happens if you die without a will?
Your property will be disposed of according to provisions of the Texas Probate Code. Of course, this may mean that your wishes my not be met.

Is a Guardianship required if you leave your children and no will?
Generally, if you are survived by your spouse and your children, and you have no will, all of your community property goes to your spouse - BUT, this only happens if all your children came from the marriage of you and your surviving spouse. If you have children from another marriage, then half of your community property goes to your children from all marriages, and half goes to your surviving spouse.

In the second case, if the children are minors, the court will probably require a supervised guardianship for your children for their inheritance, even if their other parent is still living. The guardian would take charge of the property, and have to get probate court approval for most transactions. This burdensome, time-consuming process is avoided with a proper will naming a guardian for the inheriting minors from your previous marriage. You do of course need a provision providing for a guardian in the event something happens to both you and your spouse simultaneously, because in this case, the court would again step in and decide who gets custody of your children.
LIVING WILLS
What is a “living will?”
This is a legal document, which indicates to a medical provider that you do not want extraordinary measures taken to sustain your life. This typically is done when a patient is brain dead or existing solely on a life support system without any real hope of recovery or quality of life.

OTHER DOCUMENTS
Are there other instruments I should consider signing in conjunction with my will?
Yes. In a Health Care Power of Attorney you can appoint a trusted individual to make medical decisions for you if you are unable to make your own medical decisions.
Also, if you plan on going out of the country for an extended period of time, or have some other need to allow another person to make business, financial, and other decisions on your behalf, then you may wish to sign a General Power of Attorney.
IMPORTANT NUMBERS

UNIVERSITY:

Alcohol & Drug Resource Center 245-3601
Emergency 911
Fire (non-emergency) 393-8460
Information 245-2111
Student Health Center 245-2161
University Police (non-emergency) 245-2805

COMMUNITY:

Hays County Crisis Hotline (24 hours) 396-3939
Austin Tenants Council 512-474-1961
Central Texas Medical Center 353-8979
Child Protective Services 753-2256
Child Abuse/Texas Protective Rights and Regulatory Services (800) 252-5400
Child Support/Texas Attorney General www.oag.state.tx.us/child/mainchil.htm 512-460-6000
City Police (non-emergency) 753-2108
Consumer Credit Counseling Service www.cccsintl.org 396-4599 or 800-388-CCCS

Courts:

Hays Co. Court of Law 1 393-7625
Hays Co. Court of Law 2 393-7625
JP Court- Precinct 1, Place 1 392-5423
JP Court- Precinct 1, Place 2 393-7636

Crisis Information Hotline 396-3939
Hays/Caldwell Council on Alcohol and Drug Abuse 392-7695
Hays Co. District Attorney’s Office 393-7600
District Clerk 393-7660
DA’s Victim Assistance 393-7617
County Legal Aid 392-3183
Sheriff’s Dept. 393-7800
Tax Assessor 399-5545
Women’s Shelter 396-HELP

IRS 713-541-0440
Or 800-829-1040

Kyle Police Dept. 268-3232
Municipal Court 393-8190
NAACP (Hill County Chapter) 754-7808
San Marcos Youth Shelter 754-0500
Dispute Resolution Center http://www.austindrc.org/ 512-371-0033
Federal Trade Commission Consumer Complaint Hotline             (214) 979-0213
www.ftc.gov

Health Dept., Hays County                353-5520
Human Rights Commission www.tchr.state.tx.us      512-437-3450
Hays County Jail www.co.hays.tx.us            393-7800
Labor & Wage Dept./Texas Workforce Commission www.texasworkforce.org 512-837-9559

EEOC- Wage & Hour Division www.eeoc.gov (800) 669-4000
Legal Aid of Central Texas www.lact.org/ 512-447-7707
Secretary of State www.sos.state.tx.us
  (Business Organization)  512-463-5555
  (Trademarks)            512-463-5576
Texas Dept.of Transportation (Title & Registration) 512-465-7611
http://www.dot.state.tx.us/vtr/vtrreginfo.htm

National Domestic Violence Hotline www.ndvh.org/ (800) 799-7233

State Offices:
Social Security Admin.  800-772-1214
State Bar of Texas     800-204-2222
Texas Apartment Assn.  512-479-6252
Texas Dept. of Insurance 800-252-3439
Texas Dept. of Public Safety www.txdps.state.tx.us 353-7000
Veterans Office        392-8387
Texas Legislature www.capitol.state.tx.us

Other:
Credit Bureaus
  Equifax: (800) 685-1111
  Experian: (800) 397-3742
  TransUnion: (800) 888-4213
Free Credit Reports:
  http://www.free-credit-reports.com/
City of San Marcos:
  http://ci.san-marcos.tx.us
Credit/Debt Counseling Services:
  www.powersource.com/cecs
National Child Support Network:
  www.childsupport.org
Tenant Rights:
  http://tenant.net
Texas Alcohol & Beverage Commission:
  www.tabc.state.tx.us
Divorce:
Texas Codes & Statutes:
  www.capitol.state.tx.us
SPECIAL THANKS

Many of the alumni artists whose work has been reborn in this handbook have long departed this earth. Although we do not know each of their names, we have searched to the best of our ability to give them credit for their work. They will always be with us:

Pedagogue 1907 Alice May Mooney, W.T. Buechner, T.M. McGehee
Pedagogue 1909 Helen Morris; J.C. Robison, Bethel, Kate Young
Pedagogue 1910 J.C. Robison, M. Payne, I. Dailey, Waldo
Pedagogue 1911 Eva Murry, Buena McGuire; Cora Roberts, Era Thomas
Pedagogue 1912 M. Davies, M.A. Cook
Pedagogue 1913 Imogene Davis
Pedagogue 1916 Lucy Waldo, N.B. Beard
Pedagogue 1917 G. Boxley, Goldie N. Lee, Lucile Chamberlain, Bernice Swift, D.C. Donalson, Kewell Mears, S. Gawlik, Lucy Waldo, Anna Woodson
Pedagog 1919 Amy Miears, F.G. Robertson, G. Durham, Gyrus Carroll, C. Willett
Pedagog 1920 Storey, H. Young, Hugo Bachle
Pedagog 1921 F.G.W., M. Douglas Mcgaughy
Pedagog 1924 Sam A. Munn, Hazel Lewis, John H. Yoe
Pedagog 1927 James Baker
Pedagog 1930 A. Guerra, Dorothy Kenney
Pedagog 1942 Merry Kone, H.M. Greene