

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA  
MAGISTERIAL DISTRICT COURT 26-3-04**

COMMONWEALTH  
vs.  
GERARD JONES, Constable — Defendant

No. 1639-TR of 2024  
No. 1640-TR of 2024  
No. 1641-TR of 2024

**DEFENDANT'S BRIEF  
STATING SOME OF THE GROUNDS  
FOR DISMISSAL (or for a VERDICT OF "NOT GUILTY")**

These three (3) cases are before Magisterial District Court 26-3-04.  
  
For the reasons stated in open court and/or in this Brief, the Court should  
dismiss the charges, or, in the alternative, should enter a verdict of "Not  
Guilty."

**Table of Contents**

Section One	pp. 3-8
Section Two	pp. 9-11
Section Three	page 12
Conclusion	page 13
Appendix A	<i>appended</i>
Appendix B	<i>appended</i>
Appendix C	<i>appended</i>

**SECTION ONE OF THIS BRIEF addresses the following point:**

Section 4571(a) of the Vehicle Code allows red lights on "emergency vehicles," and §4571(b)(1) allows the red-&-blue combination on a "police vehicle." Constable Jones's car—the car that he was driving when he was ticketed—is a "police vehicle," as that phrase is used in 75 Pa.C.S. § 102 (within the applicable definition, which defines "emergency vehicle"). //See Appendix "A" for this statute.

This two-word phrase - - "police vehicle" - - is not defined, but the § 102 definition of "emergency vehicle" lists 22 categories (or types) of emergency vehicles, and one of the 22 types of "emergency vehicles" is a "police vehicle." In other words, "police vehicle" is a sub-category of "emergency vehicles."

Less than half of these 22 categories of vehicles need to be government-owned, and most of the 22 categories can be privately owned. //See Appendix "B" for this statute.

A constable vehicle is allowed to have red-&-blue lights.

**SECTION TWO OF THIS BRIEF addresses the following point:**

Following up on SECTION ONE OF THIS BRIEF, just in case there is any doubt as to how to interpret the relevant sections of the Vehicle Code, the Statutory Construction Act, 1 Pa.C.S. §§1501-1991—especially § 1928(b)(1)—applies. Every such statute shall be "strictly construed." When the text of a penal statute has two possible reasonable interpretations, the statutory law of Pennsylvania requires that that statute must be applied in the manner that is in favor of the accused.

Furthermore, this legal mandate in favor of the accused is not only statutory: the Constitution of the Commonwealth of Pennsylvania and the U.S. Constitution both require - - as a matter of **substantive** due process - - that any penal statute must be strictly interpreted ***in favor of the accused***.

A Constable vehicle is allowed to have red-&-blue lights.

**SECTION THREE OF THIS BRIEF** addresses the following point:

The § 4571(e) charge and the § 3714 charge should be dismissed, or there should be a finding of “not guilty.”

## SECTION ONE OF THIS BRIEF

Section 4571(a) of the Vehicle Code allows red lights on “emergency vehicles,” and §4571(b)(1) allows the red-&-blue combination on “police vehicle(s).” Constable Jones’ car—the car that he was driving when he was ticketed—is a “police vehicle,” as that phrase is used in 75 Pa. C.S. § 102 (within the applicable definition, which defines “emergency vehicle”). //See Appendix “A” for this statute.

This two-word phrase - - “police vehicle” - - is not defined, but the § 102 definition of “emergency vehicle” lists 22 categories (or types) of emergency vehicles, and one of the 22 types of “emergency vehicles” is a “police vehicle.” In other words, “police vehicle” is a sub-category of “emergency vehicles.”

Less than half of these 22 categories of vehicles need to be government-owned, and most of the 22 categories can be privately owned. //See Appendix “B” for this statute.

A Constable vehicle is allowed to have red-&-blue lights.

**Section 1.1 of this BRIEF.** A constable is a police officer. First of all, it is 100% undeniable that a constable is a police officer; the Pennsylvania Supreme Court says so. He or she (the Constable) is not a *municipal* police officer, nor a state *trooper*. But a constable is a police officer. In fact, there are at least a dozen different types of “police officers,” under Pennsylvania law, and there are at least *another* dozen types of officers with police powers. In 1991, the Pennsylvania Supreme Court held that:

Simply stated, **a constable is a peace officer.**<sup>3</sup> A constable is a known officer charged with the conservation of the peace, and **whose business it is to arrest** those who have violated it. Commonwealth v. Deacon, 8 Serg. & R. 47, 49 (Pa. Supreme Ct. 1822). ...

<sup>3/</sup> [Footnote 3:] **The constable is a police officer.** ...

In re Act 147 of 1990, 528 Pa. 460, 470 & 470 n.3, 598 A.2d 985, 990 & 990 n.3 (1991).

(Emphasis added.) A constable is also a police officer under the Vehicle Code’s definition:

**“Police officer.”** A natural person authorized by law to make arrests for violations of law.

75 Pa. C.S. § 102 (definitions). Many other statutes, rules, cases, and administrative decisions,

[3] // [“Footnote 3” does not appear here: it appears above, at the end of the blocked-&-indented quote because it is actually part of the quote.]

including but not limited to Pa. R. Crim. P. 103,<sup>1</sup> Pa. R. Crim. P. 431(A),<sup>2</sup> Pa. R. Crim. P. 515(B),<sup>3</sup> and 3 P.S. § 459-102,<sup>4</sup> also hold that constables are police officers.

**Section 1.2 of this BRIEF.** A constable vehicle is a police vehicle. In addition to ruling, both in its court decision in the *In re Act 147* case, mentioned above, and in Rules 431(A) and 515(B), cited above and quoted in the footnotes below (quoting Rules of Criminal Procedure, which are rules that are promulgated by the Pennsylvania Supreme Court), the Pennsylvania Supreme Court has officially taken *control* (not ownership, but supervisory *control*) over constables' vehicles.<sup>5</sup> **The vehicle itself** continues to be owned by the constable (and please *see* the discussion on the following two pages, to see why this feature of private ownership is NOT an impediment to its being a "police vehicle"); however, simultaneously with this feature, the Pa. Supreme Court absolutely requires that a constable vehicle must be a police car.<sup>6</sup>

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<sup>1</sup> [Definition:] **"Police officer** is any person who is by law given the power to arrest when acting within the scope of the person's employment." Pa. R. Crim. P. 103.

<sup>2</sup> "When a warrant is issued pursuant to Rule 430 in a summary, case, the warrant shall be executed by a police officer as defined in Rule 103." Executing these particular warrants is probably the most well-known job that constables do. A constable, therefore, is a police officer. Pa. R. Crim. P. 431(A).

<sup>3</sup> "A warrant of arrest shall be executed by a police officer." Pa. R. Crim. P. 515(B).

<sup>4</sup> [Definition:] **"Police officer."** "Any person employed or elected by this Commonwealth, or by any municipality and whose duty it is to preserve peace or to make arrests or to enforce the law. The term includes constables and dog, game, fish and forest wardens." 3 P.S. § 459-102.

<sup>5</sup> Pa.R.J.A. 1907.2(a), and the resultant policies, procedures, and standards of conduct that have since been issued by the AOPC (requiring all constables, as a requirement prerequisite to getting any MDJ-assigned work, to have a vehicle that has a "cage" in the back for arresting people and tanking them to the MDJ court [or back-&-forth between the MDJ-court and the prison]). *See* the next footnote, for more information about the "PENNSYLVANIA UNIFIED JUDICIAL SYSTEM CONSTABLE POLICIES, PROCEDURES AND STANDARDS OF CONDUCT."

<sup>6</sup> A copy of the "PENNSYLVANIA UNIFIED JUDICIAL SYSTEM CONSTABLE POLICIES, PROCEDURES AND STANDARDS OF CONDUCT," referred to in the preceding footnote, is attached hereto as Appendix "C." The said 22-page document, of which the Court can take judicial notice because it is promulgated under Pa.R.J.A. 1907.2(a), is also available online at <https://www.pccd.pa.gov/training/Pages/Legislation-and-Regulation.aspx>, by clicking on "Supreme Court Rules for Constables."

The Pennsylvania Supreme Court requires that a constable vehicle must have a "cage behind

This footnote continues on the next page.]

There are 22 categories (or types) of vehicles, listed in the definition of “emergency vehicle” in the Vehicle Code. And one of those 22 categories (the third one) is “police vehicle.”

The “definitions” section of the Vehicle Code, Section 102, does have a definition of the two-word phrase “**emergency vehicle.**”

The said “definitions” section of the Vehicle Code, however, USES the two-word phrase “police vehicle,” but does NOT contain any definition of the two-word phrase “**police vehicle.**”

In SECTION TWO OF THIS BRIEF, this Brief addresses the Statutory Construction Act, especially with regard to that statute’s prohibition against having a penal statute, enforceable by the Commonwealth with fines and other penalties, unless the particular penal statute’s text is strictly interpreted in favor of the accused.

The instant SECTION ONE OF THIS BRIEF, however, does not depend upon the above-referenced “vagueness” situation, which triggers Section 1928 of the Statutory Construction Act.

Instead, please let us look at the statute itself.

Please see Appendix “A” and Appendix “B”—the statute being charged (§ 4571), and the related definition statute (§ 102).

Appendix “A” is the actual statute being charged: § 4571. Section 4571(a) allows an “emergency vehicle” to have flashing *red* lights.<sup>7</sup> What is an “emergency vehicle”? It’s any vehicle listed in the long, long definition of “emergency vehicle,” found in Section 102, 75 Pa. C.S. § 102.

This long, long definition is re-printed, below, as Appendix “B” to the instant Brief. For

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the driver’s seat and in front of the back passenger seat[, must] be permanent, rather than temporary, and must be the same type and quality used in police and sheriff vehicles.” Division IV.(E)(3) of the “PENNSYLVANIA UNIFIED JUDICIAL SYSTEM CONSTABLE POLICIES, PROCEDURES AND STANDARDS OF CONDUCT,” found on pages 11-12 of Appendix “C” (emphasis added).

<sup>7</sup> And § 4571(b)(1) explicitly allows every “police vehicle” to have red-&-blue lights.



the purpose of reading that long definition in outline form, which is how it is *written* (even though it is not *organized* in outline form), Appendix “B” prints the statute using numerals from “1” to “22.” These numerals, from “1” through “22,” are added, so that the reader can see each category, by itself.

The third (3rd) category in this 22-item list<sup>8</sup> is “*police vehicle*.”

There is an automatic temptation, on the part of anyone reading this statute, to assume that the two-word phrase “police vehicle” means a government-owned vehicle. However, it doesn’t.

There are several reasons why the phrase “police vehicle” *doesn’t* mean that the vehicle must be government-owned, to fall under the definition.

1. The Legislature didn’t say so.

If the Legislature wanted a “government vehicle” exception in Section 4571, the Legislature would’ve used that phrase. And if the Legislature wanted to narrow down the “police vehicle” exception, then they would’ve said so.

Throughout the Commonwealth, 22 P.S. § 501 provides the statutory basis for colleges and other non-profit organizations (*i.e.*, many colleges which are not community colleges, nor part of any government-owned system) to apply for a Court Order “appoint[ing] policemen” whose compensation shall not be paid by the public, but by the private college or other non-profit organization. And these organizations - - especially the colleges - - privately own police vehicles for the use of their employees who are Court-appointed “policemen.” Other examples of “police vehicles” which are not government-owned include, but are not limited to: Railroad Police, established by law under 22 Pa.C.S. §§ 3301 3305; Humane Society Police, established by law under 22 Pa.C.S. §§ 3701 3718. And there are more.

2. Elsewhere in the Vehicle Code, the Legislature DOES use that phrase—“government vehicle”—in the exception to the tint statute.

There is a “government vehicle” exception, in § 4524(e)(2)(1). (Thus, it is clear that the Legislature certainly knows how to write that two-word phrase, WHEN they want to do so.) (They did so in § 4524; but they did not do so in § 4571. By choice.)

3. It’s improper to add extra requirements to the statute. The statute—§ 4571(a)—

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<sup>8</sup> Constables are NOT claiming to be included in the 22nd item on the 22-item list.

Constables’ vehicles, because constables are police officers, are included within the 3rd item on the list.

allows “emergency vehicles” to have flashing red lights. And the phrase “emergency vehicle” is defined.

The way “emergency vehicle” defined, its definition has 22 types<sup>9</sup> (or categories) of vehicles which automatically fall under the definition. And ONLY eight (8) of the 22 types of vehicles, are vehicles which are automatically government-owned: categories #1, #4, #12, #15, #16, #18, #19, and #20.<sup>10</sup>

In conclusion: no other agency provides a vehicle for a constable; a constable is legally required to have a vehicle with a cage in it before doing any judicial duties; the Rules of Criminal Procedure regarding assignment of warrant work clearly state that ONLY a “police officer” may do that work (and THAT’S the very work that constables routinely DO, as we all know); a “police vehicle” is permitted to have flashing red-&-blue lights under § 4571(a)-(b); and (in addition to all of the arguments set forth *supra* on pages 3 through 6, and in addition to arguments made (or to be made) in open court on June 15, 2023—and in addition to other applicable law), the allowance for a “police vehicle” to have flashing red-&-blue lights under § 4571(a)-(b) is NOT limited to “government-owned” vehicles.

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<sup>9</sup> The enrolled text of the statute has these 22 types of vehicles listed, in a long list. In the attached Appendix “B,” numerals from “1” through “22” have been added, so that the reader can see each category, by itself.

<sup>10</sup> These are, respectively:

- #1--a “State or county emergency management vehicle” (#1 on the list in Appendix “B”);
- #4--a “sheriff vehicle” (#4);
- #12--an “armed forced emergency vehicle” (#12);
- #15--certain county or regional police association vehicles (#15);
- #16--certain vehicles that are “owned and operated by a county correctional institution in a city of the first class” (#16);
- #18--certain vehicles that are “owned and operated by the Philadelphia Parking Authority” (#18);
- #19--certain vehicles that are “owned by a city of the first class and operated by first judicial district certified armed probation officers” (#19); and
- #20--certain vehicles “owned and operated by the Pennsylvania Turnpike Commission” (#20).

Only these 8 types of vehicles, from among a statutory list of 22 types of vehicles, must be government-owned. All of the others *can be privately owned*. Some of the others can be privately owned or publicly owned.

Constable Jones's vehicle - - the one he was driving when the instant case's traffic tickets were issued - - was permitted to have red-&-blue lights, ...

- because it is a "police vehicle," and:
- because there is no "government-owned" restriction on that statutory authorization, and:
- because of the arguments set forth, supra, within the instant SECTION ONE OF THIS BRIEF, and:
- because of the arguments set forth, supra, in SECTION TWO OF THIS BRIEF.



## **SECTION TWO OF THIS BRIEF**

Following up on **SECTION ONE OF THIS BRIEF**, just in case there is any doubt as to how to interpret the relevant sections of the Vehicle Code, the **Statutory Construction Act**, 1 Pa.C.S. §§1501-1991—especially §1928(b)(1)—applies. Every such statute shall be “strictly construed.” When the text of a penal statute has two possible reasonable interpretations, the statutory law of Pennsylvania requires that that statute must be applied in the manner that is **in favor of the accused**.

Furthermore, this legal mandate in favor of the accused is not only statutory: the Constitution of the Commonwealth of Pennsylvania and the U.S. Constitution both require - - as a matter of **substantive** due process - - that any penal statute must be strictly interpreted **in favor of the accused**.

A Constable vehicle is allowed to have red-&-blue lights.

As **SECTION ONE OF THIS BRIEF**, *supra*, points out, there is a temptation to read the “police vehicle” exception to §4571(d)’s prohibition (prohibiting car drivers and car owners from having flashing red-&-blue lights) as though the “police vehicle” must be government-owned.

There is no such requirement.

And just in case we might be tempted to “read between the lines,” and to “interlineate” such a requirement, our Legislature has given us mandatory guidance, forbidding us from adding text to a statute - - in particular, to a statute which can lead to a fine or imprisonment.

In the Statutory Construction Act of 1972, our Legislature has included a particular section—Section 1928—which closes a statute off at its four corners. No citizen is required to guess when he or she is “stepping across the line” in a manner which will end up with a trial in the Criminal Division of the Court. (Such as the trial in the instant case.)

Section 1928(b)(1) requires that:

“All provisions of a statute of the classes hereafter enumerated shall be strictly construed:

(1) Penal provisions.

....

1 Pa. C.S. § 1928(b)(1). Penal statutes include any statute that imposes a fine. Commonwealth v. Stone & Co., 788 A.2d 1079 (Pa.Comm.w. 2001).

When a statute can lead to a conviction, any doubt as to the statute's meaning must be resolved in favor of the defendant. Commonwealth v. Velez, 51 A.3d 260 (Pa.Super 2012); accord, Commonwealth v. J.C., 199 A.3d 394 (Pa.Super 2018), appeal denied, 210 A.3d 268; Harnier v. Pennsylvania Board of Probation & Parole, 83 A.3d 293 (Pa.Comm.w. 2014), appeal denied, 97 A.3d 746. Dozens of other cases are in accord; this section of the Statutory Construction Act is one of the most-often cited sections of the Statutory Construction Act.

Therefore, just in case there remains a temptation to interpret the two-word phrase “police vehicle” AS THOUGH it includes an IMPLIED statutory requirement, requiring that the vehicle must be “GOVERNMENT-OWNED” before it can “count as” a police vehicle, the Statutory Construction Act's § 1928(b)(1) makes it mandatory to interpret the red-&-blue lights statute—75 Pa. C S. § 4571(a)-(b)—to forbid adding such a requirement.

The Statutory Construction Act locks Pa. law in, into NOT adding requirements that aren't in the text.

The Pennsylvania Constitution does the same thing - - and so does the U.S. Constitution.

It is not necessary to reach the constitutional argument, if a “Not Guilty” verdict (or a dismissal) is entered based upon the arguments above, both in this SECTION TWO and in SECTION ONE. But if we DO reach the constitutional requirements, whenever two possible interpretations, both interpretations being legal based on other factors, are available, the only interpretation that is available is the one that goes in favor of the accused. *See, e.g., Sessions v. Dimaya*, 584 U.S. \_\_\_, 138 S. Ct. 1204, 1212; 200 L. Ed. 2d 549; 2018 U.S. LEXIS 2497 (2018), especially at 138 S. Ct. at 1212 (focusing on substantive due process, and, in particular, on fair

warning). (Also referred to as “void for vagueness.”)

Dimaya is only the latest U.S. Supreme Court decision, in a long line of federal cases holding that the U.S. Constitution’s Due Process Clause in the Fourteenth Amendment - - especially the concept of substantive due process, and the concept of “void for vagueness” - - forbid any government, state, or federal power from exercising—(and, accordingly, guarantees, to the citizen, in the 14th Amendment, the personal right to be free from)—any governmental use of its power to imprison, or of its power to impose a fine, without “fair warning”—and “fair warning” requires that every statute with a fine or confinement as a potential penalty must be construed in favor of the accused. (Again, this is the “void for vagueness” doctrine.)

If a penal statute can be interpreted in two ways, both of which are legally correct ways to read it, then there is no “fair warning” to the citizen that his conduct is clearly proscribed. Commonwealth v. Barud, 545 Pa. 297, 681 A.2d 162 (1996) (“Accordingly, because we find that § 3731(a)(5) clearly, palpably and plainly violates both the Constitutions of the United States and of this Commonwealth, the order of the trial court [dismissing the charges] is hereby affirmed.”).

The void-for-vagueness holdings both of the U.S. Supreme Court, *supra*, and of the Pennsylvania Supreme Court, *supra*, apply to the instant case.

Constable Jones’s car was a “police vehicle.” And the ONLY way that a different interpretation could be reached, would be to ADD one or more provisions to the text of the statute—provisions which the Legislature did not put there.

Both SECTION ONE OF THIS BRIEF, and SECTION TWO OF THIS BRIEF, each provide separate legal provisions for why the charges must be dismissed.

### **SECTION THREE OF THIS BRIEF**

The § 4571(e) charge and the § 3714 charge should be dismissed, or there should be a finding of “not guilty.”

Both SECTION ONE OF THIS BRIEF and SECTION TWO OF THIS BRIEF address the red-&-blue lights charge, § 4571(d).

This SECTION THREE OF THIS BRIEF addresses the other tickets.

Constable Jones activated his red-&-blue lights ONLY after the traffic stop. At all times prior to the traffic stop, Constable Jones did not operate red-&-blue lights. The charge under § 4571(e) should be dismissed, or Constable Jones should be found “Not Guilty.”

Constable Jones operated his vehicle properly at all relevant times. At all times prior to the traffic stop, Constable Jones did not operate in a careless manner. The charge under § 3714 should be dismissed, or Constable Jones should be found “Not Guilty.”

**CONCLUSION**

The Magisterial District Court should enter a verdict of “Not Guilty”—or should dismiss the charges.

Respectfully submitted,



RONALD L. CLEVER  
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a Pennsylvania State Constable



**Appendix “A”—**

**Section 4571 of the Vehicle Code**

**(including subsections (a) and (b)(1),  
making provisions for “police vehicles”)**

**75 Pa.C.S.A. § 4571—Visual and audible signals on emergency vehicles.**

**(a) General rule.**--Every emergency vehicle shall be equipped with one or more revolving or flashing red lights and an audible warning system. Spotlights with adjustable sockets may be attached to or mounted on emergency vehicles.

**(b) Police, sheriff, fire and coroner or medical examiner vehicles.--**

- (1) Police, sheriff, coroner, medical examiner or fire police vehicles may in addition to the requirements of subsection (a) be equipped with one or more revolving or flashing blue lights. The combination of red and blue lights may be used only on police, sheriff, coroner, medical examiner or fire police vehicles.
- (2) Unmarked police and sheriff vehicles used as emergency vehicles and equipped with audible warning systems shall be equipped with the lights described in this subsection.

**(b.1) Mounted lights and additional equipment.--**

- (1) Police, sheriff and fire vehicles may be equipped with a mounted rack containing one or more emergency warning lights or side mounted floodlights or alley lights or all such lights in conformance with department regulations.
  - (1.1) Nothing contained in the regulations under paragraph (1) may be construed to require a limit, modification or change of the lighting in police, sheriff and fire vehicles legally complying with regulations as of the date of enactment of this paragraph as long as the vehicle is used as an emergency vehicle.
- (2) Additional visual or audible warning signal equipment, including, but not limited to, flashing headlamp system, flashing or revolving white or clear lights, steady burning lights, traffic-control emergency directional light assembly, amber lights and intersection lights, may be utilized on emergency vehicles in accordance with regulations promulgated by the department.
- (3) The department may not prohibit the use of flashing or revolving lights mounted internally in the passenger compartment of fire department vehicles or privately owned vehicles used in answering an emergency call when used by a fire police captain, fire police lieutenant, fire chief, assistant chief and, when a fire company has three or more fire vehicles, a second or third assistant chief that comply with the department's regulations.
  - (3.1) Police and sheriff vehicles may be equipped with flashing red and blue lights in reverse lamp assemblies.
  - (3.2) Emergency vehicles, other than police vehicles, may be equipped with flashing red lights in reverse lamp assemblies.
- (4) On an annual basis, but no later than April 1 of each year, the State Fire Commissioner may recommend to the department any changes or challenges to the emerging technology of the flashing or revolving lights mounted internally or externally in privately owned vehicles of volunteer firefighters when used in answering an emergency call. The department, in consultation with the Pennsylvania State Police, shall review the recommendations and may promulgate any necessary regulations on the use, type and installation of the emerging technology.

**(b.2) Police officer special emergency response team members.**--A privately owned vehicle used in responding to an emergency under 42 Pa.C.S. § 8953 (relating to Statewide municipal police jurisdiction) by a police officer who is also a member of a county or regional special emergency response team shall be equipped with revolving or flashing red lights and an audible

warning system in accordance with subsection (a) subject to the lights and audible warning system being returned to the head of the special emergency response team upon termination of a person's active status as a police officer or active member of a special emergency response team.

(c) [Repealed by 1984, July 9, P.L. 671, No. 142, § 2, imd. effective.]

**(c.1) Public Utility Commission vehicles.**--Vehicles owned or operated by the Pennsylvania Public Utility Commission and used in the enforcement of 66 Pa.C.S. Chs. 23 (relating to common carriers) and 25<sup>1</sup> (relating to contract carrier by motor vehicle and broker) may be equipped with revolving or flashing red lights in accordance with subsection (a).

**(d) Vehicles prohibited from using signals.**--Except as otherwise specifically provided in this section, no vehicle other than an emergency vehicle may be equipped with revolving or flashing lights or audible warning systems identical or similar to those specified in subsections (a) and (b). A person who equips or uses a vehicle with visual or audible warning systems in violation of this section commits a summary offense and shall, upon conviction, be sentenced to pay a fine of not less than \$500 nor more than \$1,000.

**(e) Authorized period of use.**--The lights and warning systems specified by this section may be used only during an emergency, or in the interest of public safety, or by police officers, sheriffs and deputy sheriffs in enforcement of the law. Unauthorized use of the lights and warning systems specified by this section shall be a summary offense punishable by a fine of not less than \$500 nor more than \$1,000.

**(f) Conformity with department regulations.**--Except as provided under subsections (b.1)(1.1) and (b.2), all equipment authorized or required by this section shall conform to department regulations.

**STATUTORY HISTORY:** Enacted 1976, June 17, P.L. 162, No. 81, § 1, effective July 1, 1977. Amended 1980, Feb. 15, P.L. 12, No. 8, § 1, imd. effective. Amended 1981, July 10, P.L. 250, No. 82, § 5, imd. effective. Affected 1984, July 9, P.L. 671, No. 142, § 2, imd. effective. Amended 1986, May 9, P.L. 158, No. 51, § 1, effective in 60 days. Amended 1986, Dec. 11, P.L. 1530, No. 166, § 9, effective in 60 days. Amended 1990, March 13, P.L. 69, No. 14, § 3, effective in 60 days. Amended 1992, Dec. 18, P.L. 1411, No. 174, § 13, effective in 60 days. Amended 2001, June 26, P.L. 734, No. 75, § 6, effective in 60 days. Amended 2016, July 8, P.L. 477, No. 75, § 3. Amended 2018, Oct. 19, P.L. 547, No. 83, § 2, effective in 60 days [Dec. 18, 2018].

**Appendix “B”**—the “definitions” statute within  
the Vehicle Code (§ 102)  
[which includes a definition  
of “emergency vehicle,” but which  
does not separately define “police vehicle”]

**75 Pa. C.S. § 102—"Definitions"—The definition of "emergency vehicle" has 22 categories:**

**Category: Statutory text:**

- |   |   |
|---|---|
| 1. A State or county emergency management vehicle,  | [GOVERNMENT OWNED (1*)]   |
| 2. fire department vehicle,   | [includes <b>volunteer</b> companies]   |
| 3. police vehicle,  | ← [not defined]   |
| 4. sheriff vehicle,   | [GOVERNMENT OWNED (2*)]   |
| 5. ambulance,   | [includes <b>privately</b> owned]   |
| 6. advanced life support squad vehicle,   | [includes <b>privately</b> owned]   |
| 7. basic life support squad vehicle,  | [includes <b>privately</b> owned]   |
| 8. emergency canteen support service organization vehicle,  | [includes <b>privately</b> owned]   |
| 9. blood delivery vehicle,  | [includes <b>privately</b> owned]   |
| 10. human organ delivery vehicle,   | [includes <b>privately</b> owned]   |
| 11. hazardous material response vehicle,  | [includes <b>privately</b> owned]   |
| 12. armed forces emergency vehicle,   | [GOVERNMENT OWNED (3*)]   |
| 13. one vehicle operated by a coroner or chief county medical examiner and one vehicle operated by a chief deputy coroner or deputy chief county medical examiner used for answering emergency calls,   | [says " <b>operated by</b> "]<br>[therefore, might be gov't owned OR non-gov't owned]                                   |
| 14. a vehicle owned by or leased to a regional emergency medical services council that is used as authorized by the Department of Health to respond to an actual or potential disaster, mass casualty situation or substantial threat to public health [see 35 Pa. C.S. §8103 for the definition],                | [these are <b>NOT</b> gov't agencies—<br>see 35 Pa. C.S. §8103]<br>[i.e., includes <b>privately</b> owned]              |
| 15. a vehicle owned by a county or regional police association and operated by a police officer that is used for police transport or victim extraction,   | [GOVERNMENT OWNED (4*)]   |
| 16. a vehicle that is owned and operated by a county correctional institution in a city of the first class and used to respond to an emergency at a correctional institution in a city of the first class or to escort an ambulance which is transporting sick or injured prisoners in a city of the first class, | [GOVERNMENT OWNED (5*)]   |
| 17. any vehicle operated by a special agent, special agent supervisor, narcotics agent or narcotics agent supervisor while performing official duties as employees of the Office of Attorney General,   | [says " <b>operated by</b> "]<br>[therefore, might be gov't owned OR non-gov't owned]                                   |
| 18. any vehicle owned and operated by the Philadelphia Parking Authority established in accordance with 53 Pa.C.S. Ch. 55 (relating to parking authorities) and used in the enforcement of 53 Pa.C.S. Ch. 57 (relating to taxicabs and limousines in first class cities),   | [GOVERNMENT OWNED (6*)]   |
| 19. a vehicle owned by a city of the first class and operated by first judicial district certified armed probation officers,  | [GOVERNMENT OWNED (7*)]   |
| 20. a vehicle owned and operated by the Pennsylvania Turnpike Commission that is used by an emergency service responder as dispatched by the Pennsylvania Turnpike Commission's traffic operations center,  | [GOVERNMENT OWNED (8*)]   |
| 21. or any other vehicle designated by the State Police under section 6106 (relating to designation of emergency vehicles by Pennsylvania State Police),  | [includes many <b>private</b> vehicles,<br>but Section 6106 vehicles <b>may not</b><br>have red-&-blue lights—just red] |
| 22. or a privately owned vehicle used in answering an emergency call <b>when used by</b> any of the following: [ten items are listed.]  | [says " <b>when used by</b> "]<br>[all Category 22 vehicles<br>are privately owned--by anybody]                         |

\* Only these eight (8) items, in this list of 22 categories, are GOVERNMENT-OWNED vehicles.



## **Appendix "C"—**

### **The "PENNSYLVANIA UNIFIED JUDICIAL SYSTEM CONSTABLE POLICIES, PROCEDURES AND STANDARDS OF CONDUCT":**

- See pages 11-12, in particular.
- The entire document is attached.
- Under Pa. R.J.A. 1907.2(a), and the resultant policies, procedures, and standards of conduct (which are on the following pages, as Appendix "C"), the Pennsylvania Supreme Court requires all constables, as a requirement prerequisite to getting any MDJ-assigned work, to have a "cage behind the driver's seat and in front of the back passenger seat," which must be "permanent," rather than temporary, and which must be "the same type and quality used in police and sheriff vehicles."

**PENNSYLVANIA  
UNIFIED JUDICIAL SYSTEM**

**CONSTABLE POLICIES, PROCEDURES AND  
STANDARDS OF CONDUCT<sup>1</sup>**

Administrative Office of Pennsylvania Courts  
May, 2013

<sup>1</sup> See Pa.R.J.A. No. 1907.2.

**PREFACE**

In Pennsylvania, constables perform numerous important functions at the municipal level and are independent contractors, statutorily authorized to perform services for the courts.

The purpose of the Unified Judicial System Constable Policies, Procedures and Standards of Conduct (Constable Policies), is to establish uniform policies and procedures, as well as standards of conduct for constables engaged to perform services for the courts. The provisions that follow are mandatory, unless expressly stated otherwise. All references to constables herein include elected and appointed constables and deputy constables. A constable's failure to comply with the Constable Policies may render the constable ineligible to receive assignments from the courts or be paid for work performed.

Nothing in the Constable Policies, Procedures or Standards of Conduct are intended to create an employer / employee relationship between the courts and constables. See *In re Act 147 of 1991*, 528 Pa. 460, 598 A.2d 985 (1991).

Constables having questions regarding the Constable Policies, or local policies and procedures should contact their president judge or district court administrator.

**TABLE OF CONTENTS**

Preface .....	3
I. Administration .....	4
A. Qualifications .....	4
1. Election and Appointment .....	4
2. Registration .....	4
3. Insurance .....	4
4. Appointment of Deputies .....	5
B. Constable Review Board .....	5
C. Finance / Payments .....	6
II. Education .....	6
1. Requirements for Certification .....	6
2. Training Requirements .....	6
3. PCCD Registration .....	6
4. Training .....	7
a. Basic Training .....	7
b. Continuing Education .....	7
c. Basic Firearms Training .....	8
d. Annual and Advanced Firearms Training .....	8
III. Standards of Conduct .....	8
IV. Security and Transportation .....	10
A. Certification and Clearances .....	10
B. Weapons .....	10
C. Attire .....	10
D. Security at Magisterial District Court Facilities .....	10
E. Vehicles .....	11
F. Transports .....	12
Appendix .....	
A. Financial Disclosure Requirements of the State Ethics Commission .....	
B. UJS Policy of Non-Discrimination and Equal Employment Opportunity .....	

**I. ADMINISTRATION**

**A. QUALIFICATIONS**

**1. Election & Appointment**

Constables and deputy constables must be in compliance with all applicable laws, Pennsylvania Commission on Crime and Delinquency (PCCD) Constable Education and Training Board (Board) regulations and certification requirements, requirements of the Ethics Act, see Appendix "A", and the provisions of the Constable Policies in order to be assigned to perform judicial duties.<sup>2</sup> Compliance with the aforementioned does not entitle a constable to the receipt of judicial duties.

Only individuals who have been elected or appointed to serve as a constable, and who are currently certified by PCCD, may perform or assist in the performance of judicial duties, unless otherwise authorized by law.

**2. Registration**

Each district court administrator's office shall maintain a list of constables and deputy constables from their county who are authorized to perform judicial duties. The list shall include those constables who are certified to perform judicial duties by PCCD and who have not been prohibited from receiving judicial duties by the President Judge. The list, and any updates, shall be provided to all magisterial district judges in the judicial district, and, upon request, to any other judge, magisterial district judge or district court administrator.

If a president judge decides that an otherwise certified constable is not to be assigned judicial duties, the district court administrator shall immediately notify the district court administrators of all other judicial districts of this determination.

**3. Insurance**

A constable must file with the Clerk of Courts proof of current professional liability insurance, covering each individual in the performance of his or her judicial duties with a minimum coverage of \$250,000 per incident and a minimum aggregate of \$500,000 per year. 44 Pa.C.S.A. § 7142(b).

<sup>2</sup> Throughout the Constable Policies, "judicial duties" refers to those services a constable performs for the courts pursuant to Act 49 of 2009, 44 Pa.C.S.A. §§ 7161-7161.1.

#### 4. Appointment of Deputies

Deputies serve based upon need and at the pleasure of elected constables, subject to approval and appointment as prescribed by law. Deputies must comply with all requirements governing elected constables.

#### B. CONSTABLE REVIEW BOARD

President Judges may authorize the creation of an advisory board called a Constable Review Board (CRB) to assist in resolving any disputes related to a constable's performance of judicial duties.<sup>3</sup> If a CRB is created, the President Judge, in consultation with relevant county officials, should develop filing procedures and guidelines, including notice and opportunity to be heard, and timetables for decisions.

The CRB may receive complaints by or against constables regarding the performance of judicial duties, financial/payment disputes or other matters relevant to a constable's services to the courts. The CRB may then make recommendations to the President Judge regarding the judiciary's continued use of the constable's services, or to the county controller / county executive if the dispute concerns financial or other matters within the county's control.

Any findings of suspected criminal activity shall be forwarded to the county District Attorney. The President Judge shall be notified of any referrals to the District Attorney and shall determine if a constable's services should continue to be used.

It is recommended that membership on a CRB include:

- A Judge of the Court of Common Pleas or Magisterial District Judge
- The District Court Administrator or Special Courts Administrator
- A Certified Constable and an alternate to be used in case of conflict
- The County Controller or his or her designee.

<sup>3</sup> If a CRB is created, it is anticipated that the President Judge will appoint members to the CRB. If the county wishes to empower the CRB to make recommendations to the appropriate county individual / agency regarding disputes within the county's purview, the county executive or another member of the county executive branch would also make an appointment to the CRB.

obtaining certification and allows constables to receive training bulletins, training schedules, and other PCCD communications regarding certification.

#### 4. Training

The Constables' Education and Training Program provides six types of training:

- 30 hours basic training
- 20 hours annual continuing education training
- 40 hours basic firearms training
- 30 hours annual firearms training
- 20 hours advanced firearms training
- Up to 16 hours annual optional training.

Regional contractors offer training from January through October of each year at various locations throughout the state.

A constable must successfully complete basic training in order to obtain initial certification as a constable. Successful completion of continuing education and training every subsequent year is required in order to maintain certification.

Firearms training is optional, as constables are not required to carry firearms in the performance of their duties. However, Act 49 mandates firearms training and certification for any constable who intends to carry a firearm during the performance of his or her constable duties. 44 Pa.C.S.A. §7148.

*Note:* By the requirements set forth in the Constable Policies, some judicial duties, such as prisoner transports and security, may require a constable to carry a firearm.

A constable must successfully complete basic firearms training one time in order to obtain initial certification to carry a firearm in the performance of constable duties. Following initial firearms certification, successful completion of annual or advanced firearms training every year is required in order to maintain firearms certification.

##### A. Basic Training

A constable must attend basic training only once, as long as he or she maintains certification. If a constable has taken and passed the law enforcement basic training waiver examination, as determined by PCCD, and has been certified by the Board, he or she is not required to attend basic training.

##### B. Continuing Education

A constable must complete annual continuing education in order to renew his or her certification for the following calendar year. Upon successful completion of

#### C. FINANCE / PAYMENTS

Each court of common pleas must develop or adopt a form ("payment sheet") to be used by all constables seeking payment for the performance of judicial duties. Payment sheets submitted by constables must be legible, complete, and contain at a minimum the following information: 1) the defendant's name; 2) the docket and/or OTN number; 3) the statutorily authorized fees requested, see 44 Pa.C.S.A. §§ 7161 and 7161.1; 4) the signature of the constable/deputy constable who is submitting the document; and 5) the signature of the judicial authority who authorized the services to be performed. The President Judge or his or her designee, as well as the county executive / paying agent, may require that additional information be included on payment sheets.

## II. EDUCATION

The following section is a summary of the training and certification programs and requirements established by the PCCD pursuant to Act 49 of 2009. See 44 Pa. C.S.A. §§ 7141 - 7149 and 37 Pa. Code §§ 431.1 - 431.54. (This information is provided by the PCCD Constables' Education and Training Board). This information applies to elected and appointed constables and deputy constables.<sup>4</sup>

##### 1. Requirements for Certification

Act 49 of 2009 established the Constables' Education and Training Board (Board) as an advisory board of the PCCD and authorized the Board to establish and administer the mandatory training and certification of constables.

##### 2. Training Requirements

Training programs administered by the Board include: basic training (the initial certification of constables) and annual continuing education (the re-certification of constables). Certification is awarded only to individuals who hold the office of constable or deputy constable. Constables/deputy constables must complete these programs in order to receive judicial assignments.

##### 3. PCCD Registration

Act 49 training is available, free of charge, to all elected or appointed constables and deputy constables who are registered with PCCD. Registration is the first step in

<sup>4</sup> Constables and other users of the Constable Policies are advised to review state law and Constable's Education and Training Board regulations for changes that may occur after this publication.

continuing education by October, constables and deputy constables will be issued new certification cards in December, providing certification for the following year.

#### C. Basic Firearms Training

A constable must be at least twenty-one (21) years of age to attend firearms training. Constables who seek Act 49 firearms certification must first complete Basic Firearms Training. While not mandatory, this training is available to any constable who has completed the 80-hour basic training course, has acquired a certification number, and is not precluded under state or federal law from possessing or using a firearm. Firearms certification is contingent upon a constable passing an annual criminal history record check. Successful completion of the 40-hour Basic Firearms training course is a prerequisite for the Annual Firearms and the Advanced Firearms courses.

#### D. Annual & Advanced Firearms Training

Constables who are currently in office and have obtained certification through basic training or the waiver examination are authorized to attend firearms training. This training must be completed annually in order to maintain firearm certification. The Annual Firearms course is designed for the average proficiency level shooter while the Advanced Firearms course is for more experienced proficiency level shooters.

## III. STANDARDS OF CONDUCT

Scope: "Constable" includes elected and appointed constables and deputy constables.

Standard 1. Adherence to the Unified Judicial System Constable Policies, Procedures and Standards of Conduct

A constable shall adhere to the terms and provisions contained within the Constable Policies. Nothing in the Constable Policies shall prohibit judicial districts from enacting policies and procedures consistent therewith.

Standard 2. Non-Discrimination and Equal Employment Opportunity

A constable shall comply with all provisions of the UJS Policy on Non-Discrimination and Equal Employment Opportunity (attached as Appendix "B"). As "officers serving process or enforcing orders," a constable is included in the policy's definition of "related staff" (as defined in 42 Pa.C.S.A. § 102) and is thus covered by the Supreme Court policy.

Standard 3. Impropriety and Appearance of Impropriety to be Avoided

A constable must respect and comply with the law, and while performing judicial duties, shall conduct him or herself in a manner that promotes public confidence in his or her integrity and impartiality. A constable shall not allow family, social or other relationships to influence his or her conduct while performing judicial duties. A constable shall not lend the prestige of his or her office to advance the private interests of others, nor shall he or she convey or permit others to convey the impression that they are in a special position to influence the constable in the performance of judicial duties.

#### Standard 4. Business of the Office of Constable

A constable shall devote the time necessary for the prompt and proper performance of judicial duties.

#### Standard 5. Solicitation of Funds

A constable shall not solicit funds for any educational, religious, charitable, fraternal, political or civic organizations while performing judicial duties.

#### Standard 6. Political Activity

A constable shall not engage in partisan political activity while performing judicial duties.

As used in this Rule, the term "partisan political activity" shall include, but is not limited to: running for public office; serving as a party committee-person; working at a polling place on Election Day, except as part of the constable's statutory duties; performing volunteer work in a political campaign; soliciting contributions for political campaigns; and soliciting contributions for a political action committee or organization, but shall not include involvement in non-partisan or public community organizations or professional groups.

This prohibition applies only while constables are performing judicial duties. It is not a complete ban on all political activity.

#### Standard 7. Professionalism

A constable shall conduct him or herself in a professional, courteous and respectful manner when interacting with the public and the courts.

#### Standard 8. Confidentiality

A constable shall not disclose personal or confidential information obtained while performing judicial duties, except as authorized by law. A constable shall neither access directly, nor request through an individual with authorized access, information contained within criminal justice agency databases, unless expressly authorized to do so by law,

Supreme Court rule, AOPC policy, or by the court on a case-by-case basis. Criminal justice agency databases include, but are not limited to, the Pennsylvania Justice Network (JNET), the Commonwealth Law Enforcement Assistance Network (CLEAN), and the Federal Bureau of Investigation's National Crime Information Center (NCIC).

## IV. SECURITY AND TRANSPORTS

The following procedures set forth the minimum standards to be implemented by constables and deputy constables while performing judicial duties, including but not limited to the transportation of defendants to and from magisterial district courts and the performance of security within a magisterial district court facility.

### A. Certification & Clearances

A constable may only perform judicial duties for the courts if he or she has been certified by the Constables' Education and Training Board pursuant to 44 Pa.C.S.A. § 7142.

### B. Weapons

No constable shall carry a firearm in the performance of judicial duties unless he or she has received firearm certification pursuant to 44 Pa.C.S.A. § 7144 and complied with all regulations established by the Constables' Education and Training Board.

### C. Attire

A constable shall carry identification and wear clothing that clearly identifies him or her as a constable while performing judicial duties.

### D. Security at a Magisterial District Court Facility

#### 1. When providing security at a magisterial district court, a constable:

- shall conduct a search of prisoner hold areas, restrooms, and any other areas of the magisterial district court facility accessible by prisoners prior to allowing them to occupy such areas;
- shall observe all actions of those within the court facility to ensure the safety of the public, the parties, court staff, and the magisterial district judge, and be prepared to act swiftly should the need arise;
- shall prohibit any direct or indirect contact within the magisterial district court facility between a defendant and family members,

9

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friends, or members of the public unless authorized by the magisterial district judge;

- shall search all defendants prior to handcuffing and shackling of the waist and/or ankles.<sup>5</sup> Concerns regarding the use of restraints on a defendant while in a magisterial district court facility or during proceedings should be discussed with the magisterial district judge; and
  - shall, when carrying a firearm, secure the weapon in a Level 2, or higher, security holster.
2. High-Profile/High-Risk Cases: In addition to the requirements set forth above, the following shall also be observed when providing security at a magisterial district court in a proceeding that has been deemed high-profile and/or high-risk by the magisterial district judge and/or the President Judge of the judicial district or his or her designee:
- As many constables as necessary shall be present to ensure safety and security<sup>6</sup>;
  - Two fire armed, certified constables shall transport the defendant(s) to and from the magisterial district court, unless directed otherwise by the President Judge.<sup>7</sup>

### E. Vehicles

Vehicles used for the transportation of defendants shall:

- comply with applicable law and regulations, including the provisions of the Pennsylvania Motor Vehicle Code (Title 75);

<sup>5</sup> It is recommended that a transport belt with an integrated "D" ring be used around the defendant's waist. It is further recommended that all handcuffs and shackles should be double-locked for added security.

<sup>6</sup> For example, a constable may be stationed at the court entrance with a metal detector wand while another is assigned to monitor activity within the courtroom and another to escort defendants to and from a holding cell. It is recommended that constables assigned to maintain physical custody of defendants should not be assigned to or perform other court security duties.

<sup>7</sup> A President Judge may waive or amend this requirement in individual cases, or in a class of cases.

- be maintained in a roadworthy condition to ensure the safety of its occupants and the public;
- contain a cage behind the driver's seat and in front of the back passenger seat for purposes of creating separate and secure areas of the vehicle for the constable and the defendant(s). Cages shall be permanent, rather than temporary, and of the same type and quality used in police and sheriff vehicles; and
- include functioning window and child safety door locks.

### F. Transports

While transporting a defendant to and from court, the following provisions apply.

- Each transport to and from a magisterial district court or other court facility<sup>8</sup> shall include at least one certified fire armed constable, unless directed otherwise by the President Judge.<sup>9</sup>
- Each transport shall include at least one of the following forms of two-way communication: i) two-way radio or ii) cellular phone.
- A constable shall not transport a number of defendants that is greater than the number of seatbelts present in the secure area of the vehicle, in accordance with applicable provisions of the Pennsylvania Motor Vehicle Code (with the exception of a specially-adapted van without seatbelts, such as a prisoner transport van).
- The constable shall search the transport area of the vehicle prior to and following each transport.
- The constable shall, in the event of an escape or other security breach during a transport, immediately contact 911 or, if applicable, the local emergency communications center, and then notify the magisterial district judge who issued the transport or commitment order.

<sup>8</sup> Magisterial district court includes not only the established magisterial district court office, but also any other facility that may be used by that court to conduct judicial business.

<sup>9</sup> A President Judge may waive or amend this requirement in individual cases, or in a class of cases.



Accordingly, all judicial officers and managerial and supervisory Personnel of the System shall ensure adherence to and compliance with this Policy and the procedures intended to facilitate its implementation and administration.

#### Prohibition Against Discrimination and Harassment

Discrimination and harassment because of race, color, sex, sexual orientation, national origin, age, disability, or religion are prohibited. Such discrimination and harassment constitute an abuse of authority that will not be tolerated by the UJS. Further, such discrimination and harassment constitute misconduct, warranting appropriate disciplinary action. All judicial officers and managerial and supervisory Personnel of the System shall ensure adherence to, and compliance with, this Policy.

##### 1. Prohibition Against Discrimination

Under this Policy, discrimination includes actions by an individual or organization that cause an individual or a group of individuals to be denigrated or treated less favorably than another person or group because of one's race, color, sex, sexual orientation, national origin, age, disability, or religion. Such discriminatory conduct may include, but is not limited to, actions relating to the following:

1. Recruitment and hiring by Personnel of the System or Related Staff; or
2. Provision of salary, benefits, or other terms or conditions of employment by Personnel of the System or Related Staff; or
3. Provision of training and other education opportunities by Personnel of the System or Related Staff; or
4. Promotions, transfers, discharge or other employment actions by Personnel of the System or Related Staff; or
5. Any matter relating to the judicial process by Personnel of the System, Related Staff or attorneys.

##### 2. Prohibition Against Harassment

###### a. Sexual Harassment

Sexual harassment is sex discrimination. Equal Employment Opportunity Commission (EEOC) guidelines define sexual harassment as unwelcome sexual attention, sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where:

1. The submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. The submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. *Physical:* Threatening, intimidating, or hostile acts.

###### Prohibition Against Retaliation

Retaliation in any form against any person who complains about harassment or discrimination, who files a harassment or discrimination complaint, or who cooperates with, or assists in, the investigation of such complaints is prohibited under this Policy. Retaliation constitutes an abuse of authority, and will not be tolerated. Retaliation by any Personnel of the System or Related Staff will be considered misconduct warranting disciplinary action. All judicial officers and managerial and supervisory Personnel of the System shall ensure adherence to and compliance with this Policy.

Charges of retaliation will be viewed as separate and distinct from the original complaint or action which precipitated the alleged retaliation and may form the basis for a new complaint. Retaliation may result in disciplinary action even though the original harassment or discrimination complaint was determined to be unfounded and dismissed.

###### Compliance and Reporting Responsibilities

All Personnel of the System and Related Staff are expected to comply with this Policy, and all judicial officers and managerial and supervisory Personnel of the System are obligated to take appropriate measures to ensure that prohibited conduct does not occur, or is properly reported, if observed.

Personnel of the System who engage in any form of prohibited discrimination or harassment within a Court Facility may be subject to disciplinary action.

Related Staff who serve the UJS and who engage in any form of prohibited discrimination or harassment within a Court Facility will be reported to the chief official in their Related Staff offices for appropriate review and action. With respect to violations of this UJS Policy by Related Staff, the Supreme Court expects each Related Staff office to take discrimination and harassment complaints very seriously and to properly investigate and adjudicate such complaints.

Any Personnel of the System, Related Staff or Court Users who feel they have been subjected to, or have observed, any form of discrimination or harassment in any judicial process or Court Facility are urged to report such discrimination or harassment in accordance with the published UJS Non-Discrimination and Equal Employment Opportunity Complaint Procedures which are posted as a companion document to this Policy.

Any Personnel of the System, Related Staff or Court Users who do not have access to these complaint procedures may obtain a copy of these procedures from their local personnel office, the AOPC Office of Human Resources at 717-231-3309, or the UJS Website at [www.pacourts.us](http://www.pacourts.us).

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment does not refer to socially acceptable behavior or occasional compliments of a socially acceptable nature. It refers to behavior that a reasonable person could and does consider unwelcome or personally offensive. Sexual harassment involves improper behavior or requests that establish improper *quid pro quo* workplace requirements of a sexual nature, or which otherwise create a hostile work environment for a reasonable person of that gender. Types of sexual harassment include:

1. "*Quid Pro Quo*" Harassment - Is when an individual in a position of authority demands sexual consideration in exchange for the promise of a job, certain job benefits such as raises or promotions, or the promise of continued employment.
2. "Hostile Work Environment" Harassment - Is when unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature create an atmosphere which unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment for any individual.

Sexual harassment may take different forms including, but not limited to, the following examples.

1. *Verbal:* Sexually explicit language, sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions or threats.
2. *Non-Verbal:* Display of sexually suggestive objects or pictures, commentaries, suggestive or insulting sounds, leering, whistling, or obscene gestures.
3. *Physical:* Unwanted physical contact, or the threat of unwanted physical contact, including offensive touching, un-welcomed sexual intercourse, sexual assault and other forms of physical contact of a sexual nature.

###### b. Racial and Other Harassment

Under this Policy, racial and other harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of that individual's race, color, sexual orientation, national origin, age, disability, or religion. Harassing conduct may include, but is not limited to, the following:

1. *Verbal:* Epithets, slurs, stereotyping, or denigrating jokes.
2. *Non-Verbal:* Display of written or graphic materials that denigrate or show hostility or aversion toward an individual or group in such a manner as to be readily viewed by others.

Judicial officers and managerial and supervisory Personnel of the System who observe, or have reason to believe that discrimination or harassment has occurred in a Court Facility, must (1) take immediate action to terminate any ongoing harassment/discrimination if they are reasonably able to do so; or (2) immediately report such harassment/discrimination, if possible, as described in the UJS Non-Discrimination and Equal Employment Opportunity Complaint Procedures referenced above.

###### Filing Complaints under This Policy

The UJS Non-Discrimination and Equal Employment Opportunity Complaint Procedures accompanying this Policy offer guidance as to how to file complaints of alleged harassment or discrimination as described in this Policy. Specific procedures have been created for Personnel of the System and Related Staff based on their organizational entity. Separate procedures have been created for Court Users doing business with the UJS in a Court Facility. Complaints should be filed to the office designated in each procedure document either by phone, by email, or by using the Non-Discrimination Plan Complaint Form available on the UJS website at [www.pacourts.us](http://www.pacourts.us).

If the appropriate procedures are not immediately available, complainants may obtain a copy of these procedures from their local personnel office, the AOPC Office of Human Resources at 717-231-3309, or the UJS Website at [www.pacourts.us](http://www.pacourts.us).

###### Investigation and Adjudication of Complaints

All complaints alleging harassment or discrimination will be fully investigated and adjudicated by duly designated authorities of the UJS. Such authorities are identified in the complaint procedures which are posted as a companion document to this Policy.

###### Disciplinary or Remedial Actions

Violations of this Policy may result in disciplinary action as prescribed by the appropriate policies, which govern the behavior and performance of Personnel of the System and Related Staff. In addition to such discipline, appropriate remedial actions will be taken by the employing authority to (1) remedy the instant complaint, and (2) prevent future violations.

###### Responsibility to Monitor the Implementation and Enforcement of this Policy

For UJS offices employing Personnel of the System, the AOPC shall undertake those measures necessary to properly monitor compliance with this Policy through the following actions:

1. Develop and promote policies and procedures designed to ensure equal employment opportunity and fair and non-discriminatory treatment of the protected classes listed in this Policy.



2. Develop the administrative policies and procedures needed to ensure that alleged violations of this Policy can be appropriately investigated on a timely basis.
3. Collect data related to the hiring and employment practices of each UJS office employing Personnel of the System and conduct related audits of equal employment opportunity and non-discrimination practices.
4. Collect and maintain data/statistics relating to the number, nature, and disposition of complaints filed under this Policy.
5. Work with each UJS office employing Personnel of the System to oversee the development of education and training opportunities and materials designed to promote and ensure proper adherence to these policy guidelines.

For those offices employing Related Staff, the Supreme Court expects each office to take appropriate steps to monitor and enforce this Policy through 1) the development of administrative policies and procedures, 2) the collection of data and statistics, and 3) the development of education and training opportunities and materials.

#### **Penalties for Misconduct**

Any Personnel of the System who have been found to have violated this Policy, impeded the investigation of any complaint filed under this Policy, or retaliated against individuals who have provided evidence or have otherwise cooperated with any investigation of a complaint filed under this Policy, may be subject to appropriate remedial or disciplinary action up to and including discharge, as provided by the policies governing their employment with the UJS.

Any Related Staff serving the UJS who have been reported to officials in their respective offices for appropriate review and action and have been found to have violated this Policy, impeded the investigation of any complaint filed under this Policy, or retaliated against individuals who have provided evidence or have otherwise cooperated with any investigation of a complaint filed under this Policy, may be subject to appropriate remedial or disciplinary actions, as provided by the policies of their respective offices.

The Supreme Court expects each Related Staff office serving the UJS to take such violations very seriously and to apply appropriate remedial or disciplinary actions.

Any judicial officer or attorney who - after proper investigation by the appropriate authority - has been found to have violated this Policy, impeded the investigation of any complaint filed under this Policy, or retaliated against individuals who have provided evidence or have otherwise cooperated with any investigation of a complaint filed under this Policy, may be subject to appropriate remedial or disciplinary action by the Disciplinary Board (in the case of attorneys) or the Court of Judicial Discipline (in the case of judicial officers.)

#### **Exclusion of Judicial Proceedings and the Judicial Decision-Making Process**

This Policy does not apply to a judicial officer's or attorney's consideration of, or reference to, a protected class as referenced above, when such consideration or reference is appropriate under the law and is relevant to an issue in a judicial proceeding, to the judicial decision-making process or to the proper administration of justice.

#### **Distribution of Policy and Procedures**

**Personnel of the System** - A copy of this Policy and accompanying complaint procedures will be provided initially to all current employees and will be posted prominently in visible locations within Court Facilities. Thereafter, a copy of this Policy, with accompanying complaint procedures, will be distributed to all new Personnel of the System upon their entry into judiciary service.

**Related Staff** - A copy of this Policy and accompanying complaint procedures will be provided to the chief official in each Related Staff office for duplication and distribution to all current employees and new Related Staff upon their entry into service.

**Court Users** - A copy of this Policy and accompanying complaint procedures will be prominently posted in a location visible to all Court Users within each Court Facility.

Published: 1/1/2008

## TD Double Up<sup>SM</sup>

### Important Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Double Up Visa® Credit Card are disclosed below. Additional fees and account terms are described in the TD Double Up Credit Card Agreement that will be enclosed with the card if a card is issued. The terms disclosed below and in the TD Double Up Credit Card Agreement (together, the "Agreement") and the TD Double Up Credit Card reward program may be changed at any time subject to applicable law. Based on our evaluation of your credit report and other factors, if approved for a TD Double Up Credit Card, you may receive a credit card account ("Account") with a minimum credit line of \$500 or more.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases:</b>	<b>19.24%, 24.24% or 29.24%</b> based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers:</b>	<b>0%</b> Introductory APR for the first 15 billing cycles after Account opening. After that, your APR will be <b>19.24%, 24.24% or 29.24%</b> , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances:</b>	<b>29.49%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest:</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. Interest Charges will begin to accrue on Balance Transfers and Cash Advances as of the transaction date.
<b>Minimum Interest Charge:</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau:</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
Fees	
<b>Annual Fee:</b>	<b>None</b>
<b>Transaction Fees:</b> • Balance Transfers  • Cash Advances • Foreign Transactions	Intro fee of either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater, on transfers made within the introductory offer. After that: Either <b>\$5</b> or <b>5%</b> of the amount of each transfer, whichever is greater.  Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.  <b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees:</b> • Late Payment • Returned Payment	Up to <b>\$40</b> Up to <b>\$40</b>

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including Current Transactions)."

**Procedures for Opening a New Account (USA Patriot Act):** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



**Notice to Active Duty Service Members and Dependents:** If you would like more information regarding your account, please call us at 1-877-488-3712.

**How the Variable APRs on your Account are Determined:** The APRs on your Account will be determined each billing cycle by adding a margin to the Index. Please see your Agreement for more information.

**Margins:** For Purchases and Balance Transfers, 11.74%, 16.74% or 21.74% will be added to the Index; for Cash Advances, 21.99% will be added to the Index.

**Index:** The APRs that apply to your Account are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) as published in the Money Rates section of The Wall Street Journal. As of December 19, 2024 the Prime Rate was 7.50%.

**About This Credit Card Program:** This credit card program is issued and administered by TD Bank, N.A. ("TD Bank") located in Wilmington, DE. Any Account opened in response to this application shall be governed by the laws of the State of Delaware. Visa is a registered trademark and service mark of Visa International Service Association and is used pursuant to a license.

**Card Eligibility:** To be eligible for an Account, you must meet certain minimum income, residency, age, credit quality and other requirements.

**Balance Transfers:** You may be able to transfer balances from eligible credit card accounts to your Account. **Balance Transfers are subject to a fee based on the amount of the transfer with a minimum fee as indicated in the Fees Table and are subject to your available credit limit.**

Should your Balance Transfer request be approved, the **amount of the Balance Transfer transaction fee will be added to your minimum monthly payment amount** in the month the balance transfer posts to your account. Each month you must pay at least the full amount of your minimum monthly payment which will include any Balance Transfer transaction fee(s) by the payment due date specified on that statement. We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. Balance Transfers may not be payable to yourself or made payable to cash. Balance Transfers may be used to pay off other creditors but cannot be used to pay off accounts owned by TD Bank or to any bank now or previously affiliated with TD Bank.

It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. You must continue paying each of your creditors until the requested Balance Transfer appears on your monthly billing statement sent to you by your creditor as a credit. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact your other creditors directly.

**Introductory or Promotional APRs on Balance transfers:** If you take advantage of a 0% Introductory or Promotional Annual Percentage Rate (APR) balance transfer offer and then you use your Account to make new purchases, you can avoid paying interest on those new Purchases if you pay each month by payment due date, the amount that equals (1) your Minimum Payment Due; plus (2) the total outstanding purchase balance; plus (3) the total outstanding cash advance balance; plus (4) the total amount of outstanding balance transfer balances that are not subject to the 0% introductory or promotional APR; plus (5) any fees that had been assessed to the Account.

**Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers.** If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

**Credit Reports:** You agree that we have a right to obtain a credit report in connection with our review of your application and if approved after we establish the Account, to administer the Account. You agree that we may report to others our credit experience with you. At your request we will provide the name and address of each consumer-reporting agency from which we obtained a report about you.

**CONSENT TO USE CANADIAN CREDIT BUREAUS (for Canadian Customers Only):**

You acknowledge you consented to TD Bank obtaining information and reports about you from TransUnion Canada located at P.O. Box 338, LCD1, Hamilton, ON L8L 7W2, at the time of and any time during the application process, and on an ongoing basis, to review and verify your creditworthiness, establish credit limits, help TD Bank collect a debt or enforce an obligation owed to TD Bank by you and/or manage and access TD Bank's risk. Once you have a credit product with TD Bank, TD Bank may from time to time disclose information about you to credit reporting agencies seeking such information, which helps establish your credit history.



and supports the credit granting and processing functions in general. You may access and rectify any of your personal information contained in the files of TransUnion Canada by contacting them in writing at the address noted above.

**Your Telephone Number:** When you give us your mobile phone number, we have your permission to contact you at that number about your Account. Your consent allows us to use artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. You may contact us anytime to change these preferences.

When you give us your Canadian mobile number, we have permission to contact you at that number about your Account. Your consent allows us to use text messaging for informational and account service, but not for telemarketing or sales. Message frequency varies. To opt-out, reply STOP. For assistance, reply HELP. You may contact us anytime to change these preferences.

**Consent to Text:** When you give us your mobile number and opt-in, we have permission to contact you at that number about your Account. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, telemarketing, or sales calls. Message frequency varies. Message and data rates may apply. To opt-out of alerts, reply STOP. For assistance, reply HELP. You may contact us anytime to change these preferences.

**Information Sharing:** TD Bank's Privacy Policy is available online at [http://www.tdbank.com/bank/privacy\\_and\\_security.html](http://www.tdbank.com/bank/privacy_and_security.html).

**Important Notice & Acknowledgement:** By signing or otherwise authorizing and submitting an application, you authorize TD Bank, its successors, assigns, employees and designated agents (together, "TD Bank"), to gather credit, employment and other information about you, including credit bureau reports, that TD Bank may deem necessary or appropriate in evaluating your application for credit. If your application is approved and credit is extended to you, you further authorize TD Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing the credit line on the Account, or for taking collection on the Account, and to furnish information concerning your Account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. You agree that all credit card applications remain the property of TD Bank. By submitting a credit card application to TD Bank, you also certify that no essential information has been concealed and that no misrepresentations have been made on the application. If approved, you agree to the terms and conditions applicable to the Account for which you are approved. By submitting a credit card application to TD Bank, N.A. you agree to the Important Credit Card Terms and Conditions, including the important rate, fee and cost information and the conditions of the Agreement, including the right of TD Bank to change terms and add new terms to the credit card account at any time. By activating a card or allowing an authorized person to activate or use a card or the Account, you personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. You also agree that the federal and state courts sitting in New Castle County, Delaware shall have exclusive jurisdiction over any judicial action or proceeding relating to or arising out of the credit card account or the Agreement, and you agree to submit to the personal jurisdiction of such courts. You also agree to waive the right to a trial by jury. You agree that the account will only be used for lawful personal, family or household purposes. You further acknowledge you are at least 18 years of age.

**Notice to California Residents:** Married applicants may apply for separate accounts.

**Notice to New York Residents:** Information about Applying for a Credit Card: When you sign or otherwise submit a credit application, you are providing your consent and authorizing TD Bank, N.A. and its successors, assigns, employees and designated agents to gather credit, employment and other information about you, including credit bureau reports, for purposes of evaluating your application for credit. If your application is approved and credit is extended to you, we may take steps to re-verify any or all of such information from time to time, including by obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the account, increasing the credit line on the account, or for collecting on the account. In addition, we will furnish information concerning your account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. When you submit a credit application to us, you are certifying that you have not concealed essential information for determining your identity and creditworthiness, and that no misrepresentations have been made on the application. If approved, you agree to abide by the terms and conditions applicable to the account. New York Residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or <http://www.dfs.ny.gov>.

**Notice to Rhode Island and Vermont Residents:** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the account, increasing the credit line on the account, or other legitimate purposes associated with the account. *If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.*

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court decree under Section 766.70, adversely affects the interest of the creditor, TD Bank, unless TD Bank, prior to the time of the credit is granted, is furnished a copy of the Agreement, Statement or Decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. **IF I AM A MARRIED RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF MY MARRIAGE OR FAMILY.** Married applicants must provide their Social Security number and address and their spouse's name and address to TD Credit Card Department, PO Box 100207, Columbia, SC 29202-3207.

### **Rewards Agreement for the TD Double Up Credit Card**

This Rewards Agreement includes important terms, conditions and limitations that you should understand. Use of your TD Double Up Credit Card Account ("Account") constitutes your acceptance of the following terms. Please read this Rewards Agreement and keep it in a safe place.

- Capitalized terms not defined in this Rewards Agreement have the same meaning as in the Credit Card Agreement for your Account.
- "You", "your" and "yours" mean each person who applied for the Account and the person to whom we direct billing statements.
- "We", "us", "our" and "TD Bank" mean TD Bank, N.A., and its affiliates.
- To participate in the Rewards Program, your Account must be open and in good standing, which means that your Account is not in Default as described in your Credit Card Agreement.
- We may make changes to this Rewards Agreement at any time and you may lose Points you have earned as more fully described later in this document.
- This Rewards Agreement may be supplemented with additional terms, conditions, disclosures, and agreements that will be considered part of this Rewards Agreement. For the latest version of the Rewards Agreement and your Redemption Rules log in to [tdbank.com](http://tdbank.com) or the TD Bank app, click or tap on your Credit Card Account, and choose "Redeem Rewards" ("**Rewards Program Website**"). We may refer to this Rewards Agreement as "Program Rules" in other documents.

#### **How do I earn rewards?**

- You earn "Points" when you use your Account to make Purchases (less credits, returns and adjustments) each billing cycle. Not all transactions made with your Account will qualify as a Purchase for purposes of earning rewards, as more fully described later in this document.
- You earn two (2) Points for each one dollar (\$1) of eligible Purchases.
- Points are earned on each individual Purchase transaction and, therefore, we employ rounding to determine how many Points to award for each Purchase. We round up to the next whole Point if the calculation results in  $\frac{1}{2}$  of a Point or more and down to the nearest Point if the calculation results in less than  $\frac{1}{2}$  of a Point.
- You may be offered opportunities to earn additional Points ("Bonus Points"). Related terms will be provided with the offer.
- Points earned are estimated based on the authorization amount reported by retailers and are subject to be changed based on returns and retailer adjustments.

#### **Are there any transactions that do not earn Points?**

- Yes, the following types of transactions are not considered purchases and therefore do not earn Points and are not eligible for Purchase Redemption Credits: Balance Transfers, Cash Advances (including convenience checks and transactions to obtain travelers checks, money orders, lottery tickets, casino gaming chips, wire transfers, foreign currency, cryptocurrency, debt repayments, race track wagers, legal online wagers or similar betting transactions, prepaid cards, or any other similar cash-like transactions), fees, interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits posted to your account.

#### **Is there a One-Time Bonus Offer available for new Accounts?**

- Yes. If you are approved for an Account in response to this specific offer, you are eligible to earn a One-Time Bonus Offer ("One Time Bonus Offer") of 20,000 Bonus Points, equal to \$200 in the form of a statement credit. To qualify for the \$200 statement credit, you must spend \$1,500 in total Purchases using the Account within 90 days of the Account opening date.
- Provided your Account is open and in good standing, the 20,000 Bonus Points, equal to a \$200 statement credit will be reflected on your Account within 6 to 8 weeks after you have met the eligibility criteria.
- This One-Time Bonus Offer is not available if you open an account in response to a different offer that you may receive from us or if you previously received a One-Time Bonus Offer on this account or any other account with us.

#### **How are Points converted to Cash Back?**

- You may redeem for Cash Back once you have accumulated at least 2,500 Points as either a statement credit or direct deposit into a checking or savings account held by a financial institution located in the United States ("Cash Back"). **Account statement credits will reduce your outstanding balance, but you are still required to make at least your minimum monthly payment.**
- Upon redemption one (1) Point is worth one penny (\$0.01) when redeemed for Cash Back. Here is an example of how Points are converted to Cash Back: 20,000 Points are redeemable for \$200 Cash Back.



### **How can I redeem my Points?**

- Points may only be redeemed by the primary Cardholder at specified levels for a variety of Cash Back, gift cards, merchandise and travel. Specific gift cards, merchandise and travel are subject to availability and additional terms and conditions.
- Each Point is worth at least one penny (\$0.01) when redeemed for Cash Back, gift cards or travel. Redemption values for other reward options, such as merchandise, may be worth more or less than that or not be assigned a dollar value.
- For additional information and to redeem, log in to Rewards Program Website or call 1-888-561-8861.

### **Do Points expire?**

- No, as long as the Account remains open and in good standing, your Points will not expire and there is no limit to the number of Points that may be earned.

### **Can I lose my Points?**

- Yes, your Points may be forfeited immediately, as permitted by applicable law, if your Account is closed due to Default as defined in your Credit Card Agreement. Such reasons for closure may include, but are not limited to:
- Filing for bankruptcy
- Serious delinquency in making payments on your account (TD Bank shall be solely responsible for making the determination as to what constitutes "serious delinquency," but in no event will it be less than 60 days)
- Fraudulent activity or misuse associated with your Account or the Rewards Program
- If your Account is closed for any other reason, whether by you or by us, your Points will be forfeited if you do not redeem them within 100 calendar days of Account closure or the date provided in any notice you may receive regarding the forfeiture and redemption of your Points.
- Your Points balance will be reduced for returns, credits and adjustments.
- We reserve the right to disqualify customers from earning or redeeming Points, or close your Account, in the event of fraud, abuse of program privileges, or violation of this Rewards Agreement, as determined by TD Bank, N.A. in its sole judgement, and in such event you may lose your Points.

### **When am I prevented from redeeming my Points?**

- If your Account is not open to new Purchases you cannot redeem your Points until it is open to Purchases again.

### **Can the Rewards Program change?**

- Yes, the Rewards Program may change. We may, at our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time.
- If we materially change or terminate the Rewards Program, we will provide you with advance notice as required by applicable law. Examples of material changes include: if we were to reduce the rate at which you earn Points, or if we were to increase the minimum redemption amount for Cash Back.
- Other changes may be made without prior notice by posting an updated copy of the Rewards Agreement on Rewards Program Website.

### **What else do I need to know?**

- All interpretations of the Rewards Program shall be at TD Bank's sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program or your Account, as determined by us, we may make adjustments to your Points balance, cancel your participation in the Rewards Program, close your Account, or take any other action available to us at law or equity.
- Points have no cash value until redeemed, are not your property and may not be transferred or assigned by agreement or operation of law.
- You are responsible for any tax liability related to the Rewards Program. Please consult a tax advisor regarding any tax concerns.
- Applicable federal law and the substantive laws of the State of Delaware shall govern this Agreement.
- You consent to and authorize us and any of our affiliates, agents and service providers to monitor and/or record any of your telephone conversations with any of our or their representatives for quality control, training and other lawful purposes.
- If any part of this Rewards Agreement is found to be void or unenforceable under applicable law, all other parts of the Rewards Agreement will still apply. We may delay or waive enforcing any of our rights or remedies without losing them.
- The Rewards Program is offered by TD Bank and may be administered or serviced by third parties who are not affiliated with TD Bank. You agree that TD Bank may share information about your Account and Account transactions with such third parties to administer and service the Rewards Program.
- TD Bank may assign its rights and obligations under this Agreement to a third party who will take our place in this Agreement.
- By participating in the Rewards Program, and accepting and using rewards earned, you or any other beneficiary of the Rewards Program release, discharge and hold harmless TD Bank and their respective parent companies, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors and assignees from all claims, damages or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program or travel taken or use of products purchased in connection with the Rewards Program.
- The merchants and service providers that participate in the Rewards Program are solely responsible for the quality and performance of any products or services they provide, are not affiliated with TD Bank, are not sponsors or co-sponsors of the Rewards Program, and are subject to change without notice. All participating third party service provider names, logos and marks are used with permission and are the property of their respective owners.

### **Language Practices at TD Bank**

Thank you for banking with us. Please be aware that verbal and written communications from TD Bank ordinarily will be in English.

These communications in English may include, but are not limited to, applications, account agreements, statements and disclosures, notices concerning changes in terms or fees, and communications related to account servicing. As a courtesy to our customers, we sometimes communicate in languages other than English. If you need assistance in a language other than English, please contact us, as we have language services that may help. However, we cannot guarantee that customer service or other Bank communications will be available in any language other than English, and many important bank documents are available only in English.

#### Translated Disclosure

##### Spanish

Gracias por realizar sus operaciones bancarias con nosotros. Tenga en cuenta que las comunicaciones verbales y escritas de TD Bank normalmente estarán en inglés. Estas comunicaciones en inglés pueden incluir, entre otras, solicitudes, acuerdos de cuenta, estados de cuenta y divulgaciones, avisos relacionados con cambios en los términos o cargos, y comunicaciones relacionadas con la administración de cuentas. Como cortesía hacia nuestros clientes, a veces nos comunicamos en otros idiomas que no sean el inglés. Si necesita asistencia en otro idioma que no sea inglés, comuníquese con nosotros, ya que contamos con servicios lingüísticos que pueden ayudar. Sin embargo, no podemos garantizar que el servicio al cliente u otras comunicaciones del banco estarán disponibles en otro idioma que no sea inglés, y muchos documentos bancarios importantes están disponibles solo en inglés.

##### Haitian Creole (French)

Mèsi poutèt ou chwazi nou pou zafè labank ou. Tanpri, se pou ou konnen kominikasyon aloral ak alekri ki soti nan TD Bank òdineman se an Anglè yo pral ye. Kominikasyon an Anglè sa yo ka gen ladan, men se pa sa sèlman, aplikasyon yo, akò kont yo, relve ak deklarasyon yo, avi konsènan chanjman nan kondisyon yo oswa frè yo, epi kominikasyon anrapò ak jesyon kont lan. Kòm yon koutwazi nou fè kliyan nou yo, pafwa nou kominike nan lòt lang ki pa Anglè. Si ou bezwen èd nan yon lòt lang ki pa Anglè, tanpri kontakte nou, paske nou gen sèvis lang ki gendwa ede ou. Sepandan, nou pa kapab garanti ke sèvis kliyan an oswa lòt kominikasyon Labank yo pral disponib nan okenn lòt lang ki pa Anglè, epi anpil dokiman labank enpòtan yo disponib an Anglè sèlman.

##### Portuguese

Obrigado por utilizar nossos serviços bancários. Saiba que os comunicados verbais e escritos do TD Bank normalmente estarão em inglês. Esses comunicados em inglês podem incluir, entre outros assuntos, requisições, contratos de conta, extratos e divulgações, avisos sobre alterações em termos ou taxas, e comunicações relacionadas com os serviços da conta. Como cortesia a nossos clientes, nós nos comunicamos algumas vezes em outros idiomas. Caso você precise de assistência em um idioma diferente do inglês, entre em contato conosco para que possamos ajudar. No entanto, não podemos assegurar que o atendimento ao cliente ou outros comunicados do Banco estejam disponíveis em qualquer idioma além do inglês, e muitos documentos importantes do banco estão disponíveis apenas em inglês.

##### Arabic

ستكون عادةً باللغة TD Bank يُرجى العلم أن المراسلات الشفوية والكتابية الصادرة عن شكرًا لكم على اختيارنا لإجراء تعاملاتكم المصرفية. قد تشمل هذه المراسلات باللغة الإنجليزية، على سبيل المثال لا الحصر، الطلبات، واتفاقيات الحسابات، والبيانات والإفصاحات، الإنجليزية. إلا أننا نعلم أحياناً إلى إصدار مراسلاتنا بلغات أخرى والإخطارات بشأن تغييرات في الشروط أو الرسوم، والمراسلات المتعلقة بخدمة الحسابات. يُرجى التواصل معنا إذا كنتم بحاجة إلى مساعدة بلغة أخرى غير اللغة الإنجليزية لأننا خصصنا غير اللغة الإنجليزية على سبيل المجاملة لعملائنا. ومع ذلك، ليس بمقدورنا أن نضمن توفر خدمة العملاء أو المراسلات الأخرى الصادرة عن البنك بأي خدمات لغوية قد تساعدنا على فهم احتياجاتكم. لغة أخرى غير اللغة الإنجليزية، كما أن الكثير من الوثائق المصرفية المهمة لن تكون متاحة سوى باللغة الإنجليزية.

##### Chinese

感謝您選擇我們銀行。請注意，TD Bank 的口頭及書面通訊通常將以英語進行。這些英語通訊可能包括但不限於申請、帳戶合約、聲明和揭露、條款或費用變更通知，以及與帳戶服務相關的通訊。基於對顧客的禮貌，我們有時會使用英語以外的語言進行溝通。如果您需要英語以外語言的協助，請聯絡我們，因為我們有可能對您有幫助的語言服務。然而，我們無法保證客服或其他銀行通訊將以英語以外的任何語言提供，且許多重要的銀行文件僅提供英語版本。



<b>Thai</b>
<p>ขอขอบคุณที่ทำการธุรกรรมธนาคารกับเรา โปรดทราบว่า การสื่อสารด้วยวาจาและลายลักษณ์อักษรจาก TD Bank มักจะเป็นภาษาอังกฤษ การสื่อสารในภาษาอังกฤษอาจรวมถึงแต่ไม่จำกัดเฉพาะการสมัคร ข้อตกลงบัญชี คำชี้แจง และการเปิดเผยข้อมูล</p> <p>ประกาศเกี่ยวกับการเปลี่ยนแปลงข้อกำหนดหรือค่าธรรมเนียม และการสื่อสารที่เกี่ยวข้องกับการให้บริการบัญชี เพื่อความสะดวกของลูกค้าของเรา บางครั้งเราจึงสื่อสารในภาษาอื่นที่ไม่ใช่ภาษาอังกฤษ หากท่านต้องการความช่วยเหลือในภาษาอื่นที่ไม่ใช่ภาษาอังกฤษ โปรดติดต่อเรา</p> <p>เนื่องจากเราให้บริการด้านภาษาที่อาจช่วยได้ อย่างไรก็ตาม เราไม่สามารถรับประกันได้ว่าฝ่ายบริการลูกค้าหรือการสื่อสารอื่น ๆ ของธนาคาร จะให้บริการในภาษาอื่นที่ไม่ใช่ภาษาอังกฤษ และไม่สามารถรับประกันได้ว่าเอกสารธนาคารที่สำคัญจำนวนมากมีเฉพาะภาษาอังกฤษเท่านั้น</p>

<b>Indonesian</b>
<p>Terima kasih telah bertransaksi bersama kami. Perlu diketahui bahwa komunikasi lisan maupun tulisan dari Bank TD biasanya akan menggunakan Bahasa Inggris. Komunikasi dalam bahasa Inggris ini dapat mencakup, namun tidak terbatas pada, pendaftaran, persetujuan rekening, pernyataan dan pengungkapan, pemberitahuan tentang perubahan persyaratan atau biaya, dan komunikasi yang terkait dengan layanan pada akun. Sebagai rasa hormat kepada pelanggan kami, terkadang kami berkomunikasi dalam bahasa selain Bahasa Inggris. Jika Anda membutuhkan bantuan dalam bahasa lain selain Bahasa Inggris, silakan hubungi kami, kami mungkin dapat membantu Anda dengan layanan bahasa lainnya. Namun, kami tidak menjamin dukungan pelanggan atau komunikasi bank lainnya akan tersedia dalam bahasa lain selain Bahasa Inggris, dan banyak dokumen bank hanya tersedia dalam Bahasa Inggris.</p>

<b>Korean</b>
<p>저희 은행을 이용해 주셔서 감사합니다. TD Bank에서 제공하는 구두 및 서면 소통은 보통 영어로 진행됩니다. 가령, 신청서, 계좌 개설 계약서, 서약서 및 공개, 약관 또는 수수료 변경 안내서, 계좌 서비스 관련 안내문 등은 영어로 제공됩니다. 고객의 편의를 위해 경우에 따라 영어 외 다른 언어로도 소통하고 있으며, 영어 이외의 언어로 도움이 필요한 경우 저희에게 연락해 주시면 필요한 언어 서비스를 제공할 수 있도록 하겠습니다. 단, 고객 서비스나 다른 은행과의 소통 시 영어 외 다른 모든 언어로 항상 소통이 가능하지 않을 수 있으며, 많은 중요한 은행 서류는 영어로만 제공됩니다.</p>

<b>Russian</b>
<p>Благодарим Вас за сотрудничество с нами. Обращаем Ваше внимание на то, что устные и письменные сообщения от TD Bank обычно будут на английском языке. Эти сообщения на английском языке могут включать, помимо прочего, следующее: заявки, соглашения о счетах, финансовая отчетность и раскрытие информации, уведомления об изменениях в условиях или платежах, а также сообщения, связанные с обслуживанием счета. В знак уважения к нашим клиентам мы иногда ведем переписку не на английском языке. Если Вам нужна помощь на другом языке (не на английском), пожалуйста, свяжитесь с нами, поскольку у нас есть отдел лингвистических услуг, который может помочь. Тем не менее, мы не можем гарантировать, что клиентская служба или другие банковские сообщения будут доступны на каком-либо языке, кроме английского, и многие важные банковские документы доступны только на английском языке.</p>

<b>Vietnamese</b>
<p>Cảm ơn quý khách đã sử dụng dịch vụ ngân hàng của chúng tôi. Xin lưu ý rằng thông tin liên lạc bằng lời và bằng văn bản từ Ngân hàng TD theo cách thông thường sẽ bằng tiếng Anh. Những thông tin liên lạc bằng tiếng Anh này có thể bao gồm, nhưng không giới hạn ở, các đơn đăng ký, thỏa thuận tài khoản, sao kê và tiết lộ, thông báo liên quan đến những thay đổi về các điều khoản hoặc phí và thông tin liên quan đến dịch vụ tài khoản. Như một phép lịch sự với khách hàng, đôi khi chúng tôi giao tiếp bằng các ngôn ngữ khác ngoài tiếng Anh. Nếu quý khách cần hỗ trợ bằng ngôn ngữ khác ngoài tiếng Anh, vui lòng liên hệ với chúng tôi, vì chúng tôi có các dịch vụ ngôn ngữ có thể trợ giúp quý khách. Tuy nhiên, chúng tôi không thể đảm bảo rằng dịch vụ khách hàng hoặc thông tin liên lạc khác của Ngân hàng sẽ được cung cấp bằng bất kỳ ngôn ngữ nào khác ngoài tiếng Anh và nhiều tài liệu ngân hàng quan trọng chỉ có bằng tiếng Anh.</p>



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**Important Notice & Acknowledgement:** By signing below you acknowledge that you are submitting an application for a TD Bank, N.A. credit card. You authorize TD Bank, its successors, assigns, employees and designated agents (together, "TD Bank"), to gather credit, employment and other information about you, including credit bureau reports (for cross border applicants, including Trans Union Canada located at P.O. Box 338, LCD1, Hamilton ON L8L7W2), that TD Bank may deem necessary or appropriate in evaluating your application for credit. If your application is approved and credit is extended to you (the "Account"), you further authorize TD Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing the credit line on the Account, or for collecting on the Account, and to furnish information concerning your Account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report.

By submitting a credit card application to TD Bank you agree to the Important Credit Card Terms and Conditions, including the rate, fee and cost information and if approved, and the conditions of the Credit Card Agreement, including TD Bank N.A.'s right to change terms and add new terms to the credit card at any time. By activating a card or allowing an authorized person to activate or use a card or the Account, I personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement.

Your signature below is an attestation that you are the undersigned, with authorization to act and submit a credit card application to TD Bank.

Customer Signature

\_\_\_\_\_  
EVARISTA ALVAREZ

Print Customer's Name

07/08/2025

\_\_\_\_\_  
Date

**For Internal Use Only - Please print clearly**

2 1 0 0 1 1 8 7 0 4 5 2

Credit Card Consent ID

Store RC Number

2 7 1 4

Please Print Clearly

Employee User ID : TAE1231

\_\_\_\_\_  
Please Print Clearly

**Please Scan and Submit for Processing**

# Shiny, new and just for you.

This credit card comes packed with convenience. We're talking contactless payments, 24/7 fraud alerts, on-the-spot replacements and more.

**Evarista Alvarez**

3119 N Arbor St, Philadelphia, PA, 19134

**Credit Limit:** \$8,000

**Account Number:** 4839501154255836

**Card Type:** Visa Signature

**For Cash Advances:** If this is a new account, your Personal Identification Number (PIN) will be mailed approximately 4 days after your card is issued. If you don't receive your PIN, call 1-888-561-8861. For renewed or reissued cards, your PIN will remain the same.

## Manage your account, your way.



**Go green.** Sign up for paperless statements.



**Treat yourself.** View and redeem your rewards online.



**Share access.** Add users at no added cost.



**Check in on the go.** Sign in at [tdbank.com](https://tdbank.com) or the TD Bank app.



**Stay informed.** Sign up to receive account alerts.



**Stay Secure.** Enjoy Visa® Zero Liability<sup>1</sup> security on purchases, plus protection against unauthorized purchases



**Digital Wallet.** Add your TD credit card to your mobile device to simplify your online, in-store and in-app purchases



**Never miss a bill.** Set up recurring payments



## Interest Rate and Fee Schedule

**The Interest Rate and Fee Schedule is incorporated into and made a part of your Personal Credit Card Agreement. Please read and keep this Schedule with your Agreement for your records.**

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>29.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>0%</b> Introductory APR for the first 15 billing cycles after Account opening. After that, your APR will be <b>29.24%</b> , based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>29.49%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. Interest Charges will begin to accrue on Balance Transfers and Cash Advances as of the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	Intro fee of either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater, on transfers made within the introductory offer. After that: Either <b>\$5</b> or <b>5%</b> of the amount of each transfer, whichever is greater.  Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.  <b>3%</b> of each transaction in U.S. dollars
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment Fee</li> </ul>	Up to <b>\$40</b>  Up to <b>\$40</b>

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance(including Current Transactions)." See your account agreement for more details.

**Loss of Introductory APR:** If you are 60 days past due, we may end your introductory APR for Balance Transfers and apply the standard APR for Balance Transfers as stated in the Interest Rates and Interest Charges Table, to all existing and new Balance Transfer balances on the Account.

**Billing Rights:** Information about your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Margins:** For Purchases, 21.74% will be added to the Index  
For Balance Transfers, 21.74% will be added to the Index  
For Cash Advances, 21.99% will be added to the Index

**Index:** Prime Rate as of July 08, 2025 is 7.5%

The corresponding DAILY PERIODIC RATES as of July 08, 2025 are:  
For Purchases, 0.0801095%  
For Balance Transfers, 0.0801095%  
For Cash Advances, 0.0807945%



## Your Credit Report and the Price You Pay for Credit

<b>What is a credit report?</b>	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
<b>How did we use your credit report?</b>	<p>We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate.</p> <p>The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.</p>
<b>What if there are mistakes in your credit report?</b>	<p>You have a right to dispute any inaccurate information in your credit report.</p> <p>If you find mistakes in your credit report, contact <b>Experian</b>, which is the consumer reporting agency from which we obtained your credit report.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<b>How can you obtain a copy of your credit report?</b>	<p>Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact <b>Experian</b>:</p> <p>By telephone:      Call toll-free: 1-888-397-3742</p> <p>By mail:              Mail your written request to: Experian 701 Experian Pkwy BX 2002 Allen, TX 75013</p> <p>By web:              <a href="http://www.experian.com">www.experian.com</a></p>
<b>How can you get more information about credit reports?</b>	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .

## Your Credit Score and Understanding Your Credit Score

<b>Your Credit Score</b>	<p>611</p> <p>Source: Experian                      Date: 07/08/25</p>
<b>What you should know about credit scores</b>	<p>Your credit score is a number that reflects the information in your credit report. We used your credit score to set the terms of credit we are offering you.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
<b>The range of scores</b>	Scores range from a low of 250 to a high of 900.
<b>Key factors that adversely affected your credit score</b>	<p>Serious delinquency and public record or collection filed</p> <p>Lack of recent bank revolving information</p> <p>Too few accounts currently paid as agreed</p> <p>Lack of recent installment loan information</p>