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**PRACTICE AREA FOCUS:**

- Personal Injury
- Wrongful Death
- Business/Commercial Law
- Probate & Estate Administration
- Family Law
- Criminal & Traffic Offenses
- Labor Law
- Nursing Care/Elder Law
- Consumer/Lemon Law

**As always,  
thank you for  
your referrals.**

**WHAT IS THE DIFFERENCE BETWEEN DISSOLUTION AND DIVORCE?**

If you are considering the difficult decision to end your marriage, you may be wondering what the difference is between a dissolution of marriage and a divorce. In short, a dissolution is appropriate when both spouses have agreed upon all relevant matters. If there is no such agreement, a divorce will be required.

A dissolution is the simplest and most cost-effective way to terminate a marriage. With a dissolution, fault is not at issue and the marriage can be ended relatively quickly and affordably. However, a dissolution is only appropriate if and when the two spouses come to agreement on all issues that must be addressed, such as division of property, payment of debts, payment of attorney's fees, spousal support and all matters relating to care and custody of any children.

If you and your spouse cannot agree on all of the relevant terms, a divorce suit will be necessary. A divorce is more like a traditional lawsuit in that the parties are adversarial. A spouse will file the Complaint and the other spouse files an Answer. The Complaint for divorce must contain a reason for the requested termination of the marriage. The available "reasons" are outlined in Ohio law and include, but are not limited to, adultery, extreme cruelty, fraudulent contract, gross neglect of duty, habitual drunkenness, incompatibility, and living separate and apart without cohabitation for one year. These last two, incompatibility and living separate and apart without cohabitation for one year, are often considered "no-fault" grounds for divorce. While the divorce case is pending, the court may issue temporary orders to address matters such as spousal support, child support and parental rights and responsibilities. After the parties have provided the court with information and documents, the judge will issue a final decision as to all relevant matters.

**What is the benefit of incorporating a small business?**

If you own a small business, an important consideration is how to shield yourself from personal liability. If someone slips and falls at your business, or if one of your employees has a car accident while driving the company car, how do you avoid being personally responsible to the third party?

One proven way to protect yourself is to form a corporation. A corporation is a legal entity that has an existence separate and apart from the people who own it. A corporation can enter into contracts, own its own property and otherwise participate in business affairs. Therefore, if you form a corporation, it is the corporation, and not you, who is responsible for the business' debts and obligations.

A corporation is just one way to protect yourself from personal liability. For more information, contact your attorney.

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## LEGISLATIVE UPDATE

### Proposed Changes to Family and Medical Leave Act Regulations

On February 11, 2008, the United States Department of Labor ("DOL") published a Notice of Proposed Rulemaking to update the regulations under the Family and Medical Leave Act ("FMLA"). Among the changes/additions are:

- a clarification that time spent performing "light duty" work does not count against an employee's FMLA leave entitlement;
- clarifications regarding two of the six definitions of "serious health condition;"
- a definition of "periodic visits" for chronic serious health conditions to require at least two visits to a healthcare provider per year;
- a broadening of the notion of "substitution of paid leave" wherein an employee can utilize accrued paid vacation, personal leave or paid time off concurrently with FMLA leave;
- increased notice requirements;
- permission for direct contact between the employer and healthcare provider for medical certification so long as HIPAA requirements are met;
- permission for employers to deny employees on FMLA leave perfect attendance awards so long as employees on non-FMLA leave are treated the same; and
- changes to the fitness for duty certification process whereby employers can require certification to address the employee's ability to perform the essential functions of the job, and employers can require certification upon return from intermittent leave

## HELPFUL TIPS TO PROTECT YOURSELF FROM CREDIT CARD FRAUD

1. ALWAYS READ YOUR CREDIT CARD STATEMENTS CAREFULLY AND IMMEDIATELY INVESTIGATE ANY PURCHASES THAT YOU DO NOT RECOGNIZE.
2. IF THERE IS AN ERROR, YOU MUST SEND THE CREDITOR WRITTEN NOTICE WITHIN **60 DAYS** FROM TRANSMISSION OF THE FIRST ERRONEOUS STATEMENT.
3. MAKE SURE YOU PROVIDE THE CREDITOR SUFFICIENT NOTICE OF THE DISPUTED BILL BY PROVIDING YOUR NAME, ACCOUNT NUMBER AND AN EXPLANATION OF THE ERROR AND YOUR REASONS FOR YOUR BELIEF. THE CREDITOR MUST INVESTIGATE AND VERIFY THE DISPUTED STATEMENT AND SEND YOU WRITTEN ACKNOWLEDGEMENT WITHIN 30 DAYS UPON RECEIPT OF YOUR LETTER.
4. NEVER VOLUNTARILY PERMIT THE USE OF YOUR CREDIT CARD BY ANOTHER PERSON. YOU WILL BE HELD RESPONSIBLE FOR ANY CHARGES AS A RESULT OF THAT USE, EVEN IF YOU REQUESTED THAT THE PERSON NOT CHARGE OVER A CERTAIN AMOUNT OR MAKE CHARGES ON IT ONLY FOR SPECIFIED PURPOSES.
5. CANCEL ANY CREDIT CARDS THAT YOU DO NOT USE OFTEN.
6. MAKE A LIST OF YOUR CREDIT CARD NUMBERS AND CREDIT CARD COMPANIES' NAMES AND ADDRESSES AND KEEP THIS INFORMATION IN A SAFE PLACE LIKE A SAFETY DEPOSIT BOX.
7. NEVER GIVE OUT YOUR ACCOUNT NUMBER OVER THE TELEPHONE OR INTERNET UNLESS YOU HAVE VERIFIED THAT THE COMPANY WITH WHICH YOU ARE DEALING IS REPUTABLE.
8. ALWAYS SAVE ALL OF YOUR RECEIPTS SO THAT YOU CAN COMPARE THEM WITH YOUR BILLING STATEMENTS.

### The Federal Truth in Lending Act

This law was created to protect credit cardholders from the unauthorized use of a credit card. A cardholder is protected from liability **only** from the unauthorized use of a card. The unauthorized use of a card is defined in the Act as the use of a card by a person other than the cardholder who does not have actual, implied or apparent authority for such use and from which the cardholder receives no benefit. Theft, loss and fraud cases are unauthorized uses. As soon as you realize that your credit card has been lost or stolen, **immediately** call your credit card company. Once you report the loss or theft, you have no further responsibility for unauthorized charges, and your maximum liability is \$50.00 per card.