DEFERRING LEGAL ADULTHOOD

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ABSTRACT

"Happy 18th birthday! Now sign this power of attorney." Parents of college-bound children are increasingly being coached to say this to their newly adult children, urged on by influencers and affiliate marketers in Facebook groups for parents whose children are heading off to college. Companies market document packages—including a FERPA waiver, a HIPAA authorization, and healthcare and financial powers of attorney—warning that without these documents, parents will be legally shut out of their child's life the moment the child turns eighteen. The document package is relatively inexpensive and designed to be executed without a lawyer. Parents are urged to download the forms online and present them to their children to sign with little discussion and no attorney involvement.

What these young adults are signing, however, has significant legal ramifications. The document package effectively reverses the legal effect of reaching the age of majority, giving parents access to educational and medical records, authority to make healthcare decisions, and even the power to incur debt that the young adult will be responsible to repay. Most eighteen-year-olds who sign have little idea what they are agreeing to. They sign because their parents ask them to, often alongside the FAFSA and other forms that college requires.

The use of private agreements to extend adolescent dependency into legal adulthood is self-contradictory. The documents are enforceable

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precisely because the law recognizes the young adult as capable of making legally binding decisions, but the implicit (and sometimes explicit) message is "just sign—your parents know best." This Article proposes three reforms to address this contradiction: first, mandatory plain-language disclosures that enable young adults to exercise genuine informed consent; second, automatic expiration by age twenty-six, if not revoked sooner; and third, limiting the financial power of attorney to prohibit parents from unilaterally incurring debt that their child would be obligated to repay. These measures cannot substitute for individualized legal advice, but they can help ensure that young adults who sign away the legal incidents of adulthood understand what they are giving up.

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INTRODUCTION

Psychologists describe "emerging adulthood" as a liminal period between adolescence and full independence—a developmental stage characterized by identity exploration and continued reliance on parental support even as young people begin to establish independent lives.[1] The law, by contrast, recognizes no such liminality: At eighteen, childhood ends and legal adulthood begins.[2] The gap between developmental reality and legal status has produced a new, privately supplied legal infrastructure aimed at formalizing this in-between status: a standardized package of documents marketed to families that allows them to contract around the rights and responsibilities that ordinarily attach at the age of majority.

The company that has most aggressively marketed this legal infrastructure is Mama Bear Legal Forms, founded in 2018[3] and prominently visible in online parenting communities over the past several years.[4] The company's core product is a bundle of four documents: a FERPA waiver granting parents access to educational records, a HIPAA authorization permitting access to medical information, a healthcare power of attorney authorizing parents to make medical decisions, and a financial power of attorney granting authority over the young adult's financial affairs.[5] Together, these documents effectively reverse the legal consequences of turning

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1. *See* Sally F. Goldfarb, *Who Pays for the "Boomerang Generation"?: A Legal Perspective on Financial Support for Young Adults*, 37 HARV. J.L. & GENDER 45, 52 (2014) ("[E]merging adulthood is characterized by five core features: identity exploration, instability, focus on the self, a feeling of being in transition, and a sense of possibilities.").

2. *See* Wayne R. Barnes, *Arrested Development: Rethinking the Contract Age of Majority for the Twenty-First Century Adolescent*, 76 MD. L. REV. 405, 447 (2017) (arguing in favor of a higher age of legal majority).

3. *Mama Bear Legal Forms, Inc.*, BETTER BUS. BUREAU, https://www.bbb.org/us/ne/omaha/profile/legal-forms/mama-bear-legal-forms-inc-0714-300176293 [https://perma.cc/QT7N-G828] (stating that the company was founded in May 2018).

4. *See infra* Part II.C.

5. *See* Elizabeth Hernandez, *For 'Mama Bear' Parents, Access to Their College Kids' Medical and Student Records Can Be a Waiver Away*, DENV. POST, (July 27, 2025, at 07:00 ET), https://www.denverpost.com/2025/07/27/mama-bear-legal-forms-ferpa-hipaa/ [https://perma.cc/MUY2-GTJV] ("Mama Bear, which is not a law firm and doesn't offer legal advice, markets itself as a solution for anxious parents to 'feel confident knowing you can support your college-bound child.'").

eighteen, restoring to parents the access and authority that the law would otherwise transfer to the newly adult child.

For some families, these arrangements may serve legitimate purposes.[6] Parents who wish to assist a college student studying abroad, or who want to ensure they can communicate with medical providers in an emergency, may find value in documents that formalize their continued involvement in their child's life. The documents are neither inherently beneficial nor exploitative; their effects depend on the circumstances of each family and the intentions of the parties involved.

Nevertheless, there is reason for concern about how these documents are marketed, executed, and understood. The packages are sold to parents, framed around parental anxieties, and accompanied by advice about how to secure a reluctant child's signature. Popular press coverage encourages parents to present the documents as routine—one commenter recommends telling children, "Happy birthday! Now sign this power of attorney"[7]—or to overcome resistance by assuring children that "this is something that adults do" and that the documents are "[not] about control" but about "helping you."[8] The young adults who sign these documents may receive little information about what rights they are ceding, how long those cessions will last, or how they might later revoke an arrangement that no longer serves their interests.[9]

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6. *Id.* (quoting one young adult who said that "[t]he biggest thing for me is my mom can still hold my hand and help me through my formative years of becoming an adult as long as I need help in the future").

7. Medora Lee, *Got a Kid Headed To College? Don't Forget the Power of Attorney. Here's Why You Need It*, USA TODAY (Aug. 16, 2023, at 17:20 ET), https://www.usatoday.com/story/money/personalfinance/2023/08/16/power-of-attorney-18-year-old-need-one/70592470007/ [https://perma.cc/U5MF-LRCS].

8. Daniel de Visé, *5 Forms You Should Make Your Child Sign Before They Leave for College*, USA TODAY (Aug. 19, 2025, at 14:29 ET), https://www.usatoday.com/story/money/2025/07/30/legal-forms-college-hipaa-ferpa-poa/85422046007/ [https://perma.cc/J2W7-R6VL].

9. *See, e.g.*, u/cardiganfan2015, REDDIT (r/legaladvice), *How Do I Get Out of "Mama Bear" Legal Forms?* (Jan. 26, 2026, at 17:44 ET), https://www.reddit.com/r/legaladvice/comments/1qnvnjt/how_do_i_get_out_of_mama_bear_legal_forms/ [https://perma.cc/BG3C-KMJW] (asking how to revoke the paperwork); u/OptimisticJellyfishh, REDDIT (r/legaladvice), *I Signed the "Mama Bear" Documents. Can I Get Out of Them?* (Aug. 4, 2025, at 17:30 ET), https://www.reddit.com/r/legaladvice/comments/1mhrx40/i_signed_the_mama_bear_documents_can_i_get_out_of/ [https://perma.cc/NJ6U-S43Z] (asking whether it was possible to revoke the paperwork).

The legal capacity that makes these agreements binding is itself somewhat paradoxical. Eighteen-year-olds can execute enforceable powers of attorney precisely because the law recognizes them as fully autonomous adults capable of making consequential legal decisions.[10] Yet the documents are marketed as beneficial precisely because these young adults are not yet fully autonomous—still developing judgment, still benefiting from parental guidance, and still requiring assistance in handling complex institutions and decisions. The law's recognition of capacity is what makes the agreement enforceable; the young adult's developmental reality of incomplete capacity is what makes the agreement seem necessary in the first place.

Identity theory, a framework from sociology and social psychology, helps explain why this legal infrastructure has emerged with such force.[11] The theory posits that people hold internalized meanings about who they are in various social roles, and that these identity meanings change slowly and gradually rather than in response to legal pronouncements.[12] A parent who has spent eighteen years understanding themselves as a protector, guide, and manager of their child's welfare does not shed those identity meanings at midnight on the child's eighteenth birthday.[13] The very name "Mama Bear" speaks directly to the protective meanings embedded in the parental identity—meanings that may persist even as the law declares the child an independent adult.[14] From the young adult's perspective, the transition is similarly gradual; a first-year college student may hold identity meanings that encompass both emerging autonomy and continued reliance on parental

10. *See* Jonathan Todres, *Maturity*, 48 HOU. L. REV. 1107, 1164 (2012) ("[T]he piecemeal approach to maturity has created a framework for young people whereby they are deemed immature persons with respect to most rights while simultaneously often being held to account for wrongdoing often as adults. That should be reexamined.").

11. *See infra* Part II.B.

12. *See infra* Part II.B.

13. *See infra* Part II.B.

14. *See* Sara Burnett, *'Mama Bears' May Be the 2024 Race's Soccer Moms, But Where the GOP Seeks Votes, Some See Extremism*, AP NEWS (July 23, 2023, at 07:29 ET), https://apnews.com/article/2024-republicans-president-mama-bears-moms-desantis-a96ae3d1ed167f823360e7645ca4b519 [https://perma.cc/Z9W7-YXNX] (noting that the term has become associated with conservative women, a parents-rights agenda, and that "[t]he narrative played to ideas of rugged individualism, especially appealing in rural areas, and portrayed women as fiercely protective, defending a traditional way of life and motivated by their children").

support. The legal infrastructure of parental-access documents allows families to formalize arrangements that match their felt experience of gradual transition rather than the law's assumption of an instantaneous break.

Online communities have become the primary mechanism through which families work out these legal arrangements—both in deciding whether to execute them and in seeking guidance when problems arise.[15] Parents encounter aggressive marketing in college-oriented Facebook groups and parenting forums where social proof and affinity marketing normalize the documents and create pressure to purchase them.[16] Young adults who have questions or concerns—whether before signing or after—turn to Reddit's legal-advice forums and similar online spaces where they receive guidance of widely varying quality from attorneys, laypeople, and strangers whose understanding of the relevant law may be incomplete or mistaken.[17]

The posts in these forums reveal the information asymmetry that characterizes these transactions. One young adult reported signing the documents nearly a year earlier and coming to regret it, noting that their mother had presented the paperwork "so matter-of-factly, I assumed it was something everyone did, like filling out the FAFSA."[18] They further explained that they wished they had not signed because their parents "like to helicopter" and the documents impeded their efforts to "live more independently," asking online forum members: "Is there a way to get out of them? Do I need a lawyer?"[19] Another recounted that their mother had "kind of rushed me into signing a stack of documents," explaining only that the forms were for medical emergencies, and asked the forum: "How much did I screw myself over by signing these? Am I able to reverse this?"[20] These young adults had executed binding legal documents

15. *See infra* Part II.C.

16. *See infra* Part II.C.

17. *See, e.g.*, u/OptimisticJellyfishh, *supra* note 9.

18. *Id.*

19. *Id.*

20. u/taxicabtoslowtown, REDDIT (r/legaladvice), *Just Turned 18, Parents Had Me Sign "Mama Bear Legal Forms*" (Sep. 20, 2023, at 17:58 ET), https://www.reddit.com/r/legaladvice/comments/16nxw5g/just_turned_18_parents_had_me_sign_mama_bear/ [https://perma.cc/626U-LRWB].

with significant consequences for their autonomy, finances, and privacy—and only later sought to understand what they had agreed to.

This Article examines the emerging legal infrastructure of contractual adultescence and proposes reforms to protect young adults' interests while preserving the legitimate benefits that these arrangements can provide. Part I offers background on the four main components of the parental-access package: the FERPA waiver, the HIPAA authorization, the healthcare power of attorney, and the financial power of attorney. Part II explains how and why this package has become so prominent so quickly, drawing on the history of the age of majority, identity theory's account of gradual role transitions, and the rise of online affinity and influencer marketing that activates parental protective instincts. Part III describes the risks that these packages create: conditions conducive to financial exploitation, open-ended grants of authority that may outlast their usefulness, and the absence of professional safeguards that would otherwise protect the young adult's interests. Part IV proposes three legislative reforms designed to fill this gap: mandatory plain-language disclosures explaining each document's effects and the right to revoke, automatic expiration dates for documents signed by individuals under twenty-six, and a specialized limited power of attorney that preserves parental assistance while restricting the authority to incur debt without the young adult's contemporaneous involvement. These reforms cannot fully replicate the benefits of individualized legal counsel, but they can help ensure that young adults who contract around the ordinary incidents of legal adulthood do so with adequate information and appropriate structural protections.

I. BACKGROUND

The parental-access package is simple: four documents, a few signatures in front of a notary, and parents regain much of the legal authority they held before their child turned eighteen.[21] But each document operates within a distinct legal framework, and the

21. *See supra* note 5 and accompanying text.

implications of signing vary considerably across the bundle. The FERPA waiver and HIPAA authorization override federal privacy protections that Congress specifically designed to vest in adult students and patients.[22] The healthcare and financial powers of attorney invoke state-law doctrines developed primarily for elderly clients planning for incapacity—a context far removed from the college freshman signing forms at the kitchen table.[23] This Part provides the background on each of these instruments, examining the federal privacy statutes governing educational and medical records as well as the state-law framework for powers of attorney, and concludes by examining how instruments designed for end-of-life planning came to be marketed to eighteen-year-olds heading off to college.

A. Federal Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) was enacted in 1974 under Congress's Spending Clause authority.[24] It conditions federal education funding on institutions' compliance with a set of student-privacy protections.[25] FERPA applies to any educational institution—public or private, elementary through postsecondary—that receives federal education funds.[26] Because virtually all colleges and universities receive some form of federal education funding, FERPA governs almost all postsecondary institutions, and federal law supersedes any conflicting state privacy rules.[27]

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22. *See infra* Parts I.A and I.B.

23. *See infra* Part I.C.

24. U.S. DEP'T OF EDUC., LEGISLATIVE HISTORY OF MAJOR FERPA PROVISIONS 1-2 (2002), https://studentprivacy.ed.gov/sites/default/files/resource_document/file/ferpaleghistory.pdf [https://perma.cc/U3H2-3376].

25. 20 U.S.C. § 1232g; *see also* Zach Greenberg & Adam Goldstein, *Baking Common Sense into the FERPA Cake: How to Meaningfully Protect Student Rights and the Public Interest*, 44 J. LEGIS. 22, 25-26 (2017) ("FERPA was passed in the wake of the Watergate scandal as a response to the fear that schools kept secret and inaccurate records on students, which could be harmfully disclosed."); Mary Margaret Penrose, *In the Name of Watergate: Returning FERPA to its Original Design*, 14 N.Y.U. J. LEGIS. & PUB. POL'Y 75, 78 (2011) ("Watergate did not cause FERPA. Rather, Watergate and its attendant revelation that the government kept secret files about ordinary Americans created a climate that gave rise to FERPA.").

26. 20 U.S.C. § 1232g.

27. Matthew Alex Ward, *Reexamining Student Privacy Laws in Response to the Virginia*

At its core, FERPA grants parents—and, upon turning eighteen or enrolling in a postsecondary institution, "eligible students"—the right to access their own education records and to prevent most disclosures of those records without written consent.[28] In this way, the statute serves a dual purpose: It prevents educational institutions from disclosing personally identifiable information from student records to third parties without written consent, and it guarantees that students themselves have the right to access and review their own educational records.[29]

FERPA's practical significance is heightened in the college context because privacy rights transfer from parents to students at the moment of matriculation, limiting parental access absent student consent.[30] While parents hold educational privacy rights for minors in elementary and secondary schools, FERPA explicitly vests these rights in the "eligible student"—the college student—upon enrollment at a college or university.[31] This means that college students, not their parents, have the right to access their records and to prevent disclosure to third parties.

FERPA defines "education records" broadly to include any recorded information directly related to a student and maintained by the institution or its agents, regardless of format.[32] However, FERPA privacy rights are not absolute. The statute contains several exceptions to the general rule of student privacy.[33] Most notably for

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Tech Tragedy, 11 J. HEALTH CARE L. & POL'Y 407, 414-15 (2008) ("[P]ractically all higher education institutions must follow FERPA's requirements.").

28. 20 U.S.C. § 1232g(b)(1).

29. 20 U.S.C. § 1232g; *see* Greenberg & Goldstein, *supra* note 25, at 26 ("FERPA's goals were to (1) protect student privacy by deterring schools from disclosing education records, and (2) allow parents and students to access their education records.").

30. 20 U.S.C. § 1232g(d) ("[W]henever a student has attained eighteen years of age, or is attending an institution of postsecondary education, the permission or consent required of and the rights accorded to the parents of the student shall thereafter only be required of and accorded to the student.").

31. *See id.*

32. 20 U.S.C. § 1232g(a)(4)(A) (defining "education records" as "those records, files, documents, and other materials which—(i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution"); *see also* Greenberg & Goldstein, *supra* note 25, at 26 ("Originally, FERPA protected a laundry list of records listed in the bill text. This list was then replaced with the term 'education records,' a broader definition encompassing more records than the original list.").

33. *See* 20 U.S.C. § 1232g(b)(1)(A)-(L).

parents seeking access to their children's educational information, if a college student is claimed as a dependent on a parent's federal income tax return, the institution may disclose educational records to that parent even without the student's consent.[34] FERPA also permits institutions to disclose records to parents if a student under twenty-one years old has violated any law or institutional policy regarding alcohol or controlled substances.[35] Beyond these parental access exceptions, FERPA also permits disclosure in connection with health and safety emergencies (that is, when "the knowledge of such information is necessary to protect the health or safety of the student or other persons"),[36] although this exception has been narrowly interpreted and remains ambiguous in application.[37] The emergency exception—when it does apply—is also voluntary in nature.[38] Finally, the statute also contains technical exceptions for certain categories of records—including treatment records made by physicians, psychiatrists, or psychologists maintained solely for treatment purposes and accessed only by treatment professionals.[39]

Although FERPA offers strict confidentiality requirements, its enforcement measures are far more lax. If records are improperly disclosed, neither students nor parents have a legal remedy for violations of the statute.[40] Courts have upheld federal agencies'

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34. *See id.* § 1232g(b)(1)(H); *see also* Lynn M. Daggett, *FERPA in the Twenty-First Century: Failure to Effectively Regulate Privacy for All Students*, 58 CATH. U. L. REV. 59, 110 (2008) ("[I]f the parent claims the student as a dependent for tax purposes, the school may choose to share information with the parent without student consent.").

35. *See* 20 U.S.C. § 1232g(i)(1); *see also* Ward, *supra* note 27, at 418 ("Another permitted safety disclosure allows a school to inform a student's parent or legal guardian about the student's violation of any law prohibiting the use of alcohol or controlled substances, if the student is under twenty-one years of age.").

36. 20 U.S.C. § 1232g(b)(1)(I).

37. *See* Ward, *supra* note 27, at 419 ("Although the basic premise of this provision is clear—disclosure of information contained in educational records is permitted during a health or safety emergency—determining what situations qualify as an emergency under FERPA remains unclear.").

38. *See id.* at 420 ("[T]his disclosure is permissive. Colleges may, but are not required to, disclose emergency information.").

39. *See* 20 U.S.C. § 1232g(a)(4)(B)(iv); *see also* Elyn R. Saks, *College Students with Mental Health Disorders: When May Their Parents Be Told?*, 24 S. CAL. REV. L. & SOC. JUST. 329, 331 (2015) (explaining that when this exception applies, "the student's rights to privacy and access vanish and the institution may disclose the information and withhold the contents of the disclosure from the student").

40. *See* Gonzaga Univ. v. Doe, 536 U.S. 273, 287 (2002) (holding that there is no private right of action under FERPA, as its provisions "entirely lack the sort of 'rights-creating'

right to sue to prospectively enforce confidentiality restrictions.[41] However, the only remedy for wrongful disclosure is federal agency enforcement and the threat of withdrawal of funding.[42]

B. Health Insurance Portability and Accountability Act of 1996

The Health Insurance Portability and Accountability Act (HIPAA) was enacted in 1996 and directed the Department of Health and Human Services (HHS) to establish federal standards for protecting health information.[43] HHS responded by promulgating numerous regulations under HIPAA, including the Privacy Rule,[44] the Security Rule,[45] and the Breach Notification Rule.[46] These regulations apply to "[c]overed [e]ntities"—health plans, healthcare clearinghouses, and healthcare providers that transmit health information electronically in connection with standardized transactions such as insurance billing.[47] This definition reaches most modern medical practices.[48] Physicians, hospitals, mental-health providers, and pharmacies that bill insurance are usually covered entities, and

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language critical to showing the requisite congressional intent to create new rights").

41. *See, e.g.*, United States v. Miami Univ., 294 F.3d 797, 808 (6th Cir. 2002) (holding that the statute "expressly permits the Secretary to bring suit to enforce the FERPA conditions in lieu of its administrative remedies").

42. *See Gonzaga Univ.*, 536 U.S. at 290 ("FERPA's nondisclosure provisions ... serve primarily to direct the Secretary of Education's distribution of public funds to educational institutions."); 20 U.S.C. § 1232g(f) (providing that "[t]he Secretary shall take appropriate actions to enforce this section and to deal with violations of this section," and that "action to terminate assistance may be taken only if the Secretary finds there has been a failure to comply with this section, and he has determined that compliance cannot be secured by voluntary means").

43. *See* Health Insurance Portability and Accountability Act, 42 U.S.C. § 1320d-1.

44. 45 C.F.R §§ 164.501 ("Definitions."), 164.508 ("Uses and disclosures for which an authorization is required."), 164.512[i] ("Standard: Uses and disclosures for research and purpose."); *see Health Information Privacy*, U.S. DEP'T OF HEALTH & HUM. SERVS. (Sep. 27, 2024), https://www.hhs.gov/hipaa/for-professionals/privacy/index.html [https://perma.cc/5GBH-R887].

45. 45 C.F.R. §§ 164.302-.318.

46. 45 C.F.R. §§ 164.400-.414.

47. *See* Elizabeth Robinson, *HIPAA for Litigators*, HAW. BAR J., Nov. 2004, at 5 (Nov. 2004) ("While the HIPAA Privacy Rule is directly applicable only to Covered Entities, as a practical matter, HIPAA's requirements also affect anyone who needs to secure health information from a Covered Entity.").

48. *See id.* ("[V]irtually all health information created by or in the possession of a Covered Entity is protected, and attorneys should now proceed under the assumption that the health information is protected under HIPAA.").

HIPAA's regulations therefore provide the primary source of federal privacy protection for patients in the vast majority of clinical settings.[49]

HIPAA's role on college campuses is very different. It expressly defers to FERPA whenever student records fall within FERPA's categories.[50] Under HIPAA's own terms, any record that qualifies as a FERPA "education record" or "treatment record" is carved out of the statutory definition of protected health information, which most student-patient records do.[51] Because campus health centers and counseling services maintain student files in ways that fit those FERPA categories, HIPAA's protections simply drop away.[52] As a result, medical and mental-health records generated for enrolled students—whether documenting routine care, counseling, reproductive health services, or the dispensing of medications—do not receive HIPAA's robust privacy and security safeguards.[53] Instead, they fall under FERPA's far narrower set of privacy rules or, in the case of FERPA-excluded treatment records, into a regulatory gap governed only by state law.[54] Meanwhile, HIPAA continues to apply fully to faculty, staff, and other non-students treated in the very same facilities.[55]

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49. *See* Ashley Zavala, *Early Estate Planning for Young Adults*, 46 L.A. LAW., Jan. 2024, at 16, 17 ("Unless granted authority, a health care provider may not release a patient's confidential information unless there is a court order, a search warrant, or through other limited exceptions.").

50. *See* Lynn M. Daggett, *The Myth of Student Medical Privacy*, 14 HARV. L. & POL'Y REV. 467, 481 (2020) (explaining that "the student records exemption is wholesale, with no differentiation as to whether the school is acting in a health care or educational capacity," and that it "exclud[es] both FERPA records and FERPA 'treatment records' (which essentially are records of on-campus student clinic health care for adult and postsecondary students to which students do not have a right to access) from the Privacy Rule").

51. *See id.*

52. *See id.*

53. *See* Stacey A. Tovino, *Privacy for Student-Patients: A Call to Action*, 73 EMORY L.J. 83, 117 (2023) ("Because most students treatment records are not disclosed for non-treatment purposes ... most student treatment records do not revert into education records protected by FERPA. Instead, most student treatment records remain protected only by state law.").

54. *See, e.g.*, Janet Koven Levit, *The University's Choice in Post-Roe America*, 46 WOMEN'S RTS. L. REP. 48, 77 (2024) ("Information regarding abortion care becomes part of the student's 'treatment records,' which are not covered by FERPA's nor HIPAA's privacy protections. Instead, they are subject to the vagaries of state law, which tend to be weaker than federal law and exclude health centers at universities.").

55. Tovino, *supra* note 53, at 108-09 ("[T]he HIPAA Rules *do* provide a federal floor of privacy, security, and breach notification protections for the individually identifiable medical

When a college student receives care off campus, HIPAA applies in full and provides the complete array of privacy, security, and breach-notification protections.[56] In ordinary healthcare settings, HIPAA tightly regulates the use and disclosure of protected health information (PHI), which includes any individually identifiable information relating to a patient's physical or mental health, treatment, or payment for care.[57] The Privacy Rule generally requires a patient's prior written authorization before PHI may be disclosed, subject only to limited exceptions for treatment, payment, health-care operations, public-health reporting, and certain judicial or law-enforcement demands.[58] These rules apply to all adults.[59] Parents cannot access an adult child's medical records simply because of the family relationship or because the child is claimed as a tax dependent (although the statute does offer an exception if the individual has become incapacitated).[60] HIPAA also grants patients substantial individual rights, including the right to receive a notice of privacy practices, to request added protections, to access their PHI, to seek amendment of inaccuracies, and to obtain an accounting of disclosures.[61] Complementary rules impose administrative, technical, and physical safeguards for electronic PHI and require timely notification when unsecured information is breached.[62]

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records of faculty, staff, dependents, and other non-student personnel who are permitted to obtain care or prescriptions at a covered student health center or university pharmacy.").

56. *See* Charles Ornstein, *When Students Become Patients, Privacy Suffers*, PROPUBLICA (Oct. 23, 2015, at 05:00 ET), https://www.propublica.org/article/when-students-become-patients-privacy-suffers [https://perma.cc/VVY8-SP4V] ("If a student seeks help off campus or at a university hospital, HIPAA, the more-restrictive law, typically applies.").

57. *See* Tovino, *supra* note 53, at 112 (explaining that HIPAA "would require a patient's prior written authorization before a covered health care provider could ... disclose an adult patient's PHI to the patient's parents, even if the patient is claimed as a dependent for tax purposes under the Internal Revenue Code").

58. *Id.* at 100-01.

59. *See id.* at 101.

60. *See* Zavala, *supra* note 49, at 17 (explaining that HIPAA "specifically prohibits the disclosure of an individual family member's confidential medical information to another family member, if the individual objects," but "[i]f the individual is incapacitated, disclosure to a family member is allowed if the provider, in the provider's professional judgment, decides that such disclosure would be in the best interest of the individual").

61. Tovino, *supra* note 53, at 101-02.

62. *See id.* at 104-05 (discussing the Security and Breach Notification Rules).

C. Durable Power of Attorney

A power of attorney is a legal instrument through which one person (the "principal") authorizes another (the "agent") to act on the principal's behalf.[63] At common law, a principal's incapacity automatically terminated the agent's authority—a rule that rendered ordinary powers of attorney useless precisely when surrogate decision-making was most needed.[64] States responded by authorizing "durable" powers of attorney that remain effective even after the principal loses capacity.[65] Today, all states recognize durable powers of attorney, and commentators describe them as "a convenient, inexpensive legal tool that a capacitated person can use to plan for future incapacity."[66]

The durable power of attorney emerged as an alternative to court-supervised guardianship and conservatorship proceedings.[67] When an individual becomes incapacitated without having designated a surrogate decision maker, family members must petition a court for authority to manage the person's affairs—proceedings that are expensive, time-consuming, and subject to ongoing judicial oversight.[68] A properly executed durable power of attorney avoids these burdens by allowing individuals to designate their own decision makers in advance.[69] Because powers of attorney operate without judicial oversight, the law imposes fiduciary obligations on agents, including mandatory duties to act in good faith, within the scope of

63. Jennifer D. Odom, Letitia A. McDonald & Brian M. Underwood Jr., *Financial Powers of Attorney: Increased Oversight by States and Banks to Prevent Abuse*, PROB. & PROP., Nov./Dec. 2016, at 8, 9.

64. *See id.* ("At common law, the incapacity of the principal voided the agent's authority completely.").

65. *Id.* (explaining that durable powers of attorney "are powers that continue to be effective in the event that the principal becomes incapacitated").

66. Dana Shilling, *License to Steal? The Uniform Power of Attorney Act and Other Tools to Fight Power of Attorney Abuse*, ELDER L. ADVISORY, Apr. 2009, at 1.

67. *See* John C. Craft, *Preventing Exploitation and Preserving Autonomy: Making Springing Powers of Attorney the Standard*, 44 U. BALT. L. REV. 407, 445 (2015) ("Durable powers of attorney were conceived as alternatives to, not as substitutes for, guardianship or conservatorship proceedings.").

68. *See* Joshua Simon, *A Primer on Powers of Attorney*, R.I. BAR J., Nov./Dec. 2022, at 7, 11, 13 ("[F]rom a time, cost, and efficiency standpoint, it is preferable to avoid having to institute guardian proceedings, and these can be avoided with valid powers of attorney in place.").

69. *See id.* at 11.

authority granted and in accordance with the principal's reasonable expectations or best interests.[70]

Powers of attorney generally fall into two categories relevant to the Mama Bear context: healthcare powers of attorney and financial powers of attorney.

1. Healthcare Power of Attorney

A durable power of attorney for healthcare, sometimes called a "healthcare proxy," authorizes an agent to make medical decisions on behalf of a principal who lacks decisional capacity.[71] The healthcare agent may consent to or refuse treatment, select providers and facilities, and access medical records.[72] Unlike financial powers of attorney, healthcare powers typically activate only when a physician determines that the principal can no longer make autonomous medical decisions.[73] So long as a patient can receive and evaluate information and communicate a decision, the patient retains the right to direct their own care.[74] Healthcare powers of attorney are commonly accompanied by HIPAA authorizations permitting the agent to access the principal's protected health information and communicate with medical providers—authorizations that may take effect immediately or only upon the principal's incapacity.[75]

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70. *See* Shilling, *supra* note 66, at 3 (explaining that the fiduciary standard requires the agent to "act in accordance with the principal's reasonable expectations, to the extent the fiduciary actually knows them ... otherwise, in the best interests of the principal").

71. *See* Allyson R. LaBruzza, Comment, *In Case of Emergency, Please Comply: Louisiana's Outmoded Advance Directive Legislation and the Patient's Need for Reform*, 61 LOY. L. REV. 705, 708 (2015) ("The Healthcare Proxy, also referred to as Durable Power of Attorney for Healthcare, allows patients to assign other individuals to speak on behalf of the patients if they become incapacitated.").

72. Simon, *supra* note 68, at 7 (explaining that a durable power of attorney for health care "enables an agent to make any medical decision that the principal would otherwise be able to make").

73. *See id.* at 8 (distinguishing healthcare powers of attorney from financial powers of attorney).

74. *See id.*

75. *Id.* at 9 ("One advantage to structuring the HIPAA release as a standalone document is that the release can be made to take effect upon signing—in which case it could be used as desired as a tool of convenience to enable a health care agent to speak freely with a principal's medical providers.").

2. Financial Power of Attorney

A durable power of attorney for financial matters grants considerably broader authority.[76] The agent may manage virtually any aspect of the principal's financial life: conducting banking transactions, executing loan instruments, managing investments, buying and selling real property, executing tax returns, and handling insurance matters.[77] The agent effectively "stands in the shoes" of the principal and can perform nearly any financial act the principal could perform personally.[78]

Because of this breadth, the Uniform Power of Attorney Act requires express authorization for certain "hot powers" that pose heightened risks.[79] An agent may not create or amend trusts, make gifts, change beneficiary designations, or delegate authority unless the principal specifically grants such powers.[80] These restrictions reflect the judgment that transactions capable of fundamentally altering a principal's wealth or estate plan require deliberate authorization rather than mere inclusion in a general grant of authority.[81]

In some states, a financial power of attorney allows the agent to access the principal's "digital assets."[82] When allowed under state law, the parent designated as agent under a power of attorney could access their adult child's "email accounts, text messages, social media accounts like Facebook and Instagram, cloud-based storage accounts like Dropbox, and online financial accounts."[83] This power

76. *Id.* at 7.

77. *Id.*

78. *Id.* ("The agent 'stands in the shoes' of the principal and can do virtually anything on the principal's behalf that the principal would otherwise be able to do for himself or herself, including the execution of documents.").

79. Edward M. Smith, *Uses and Abuses of Powers of Attorney*, OHIO PROB. L.J., Nov./ Dec. 2021, at 9.

80. *See id.*

81. Lynn Foster & Dan Young, *The New Uniform Power of Attorney Act: What You Need to Know*, ARK. LAW., Winter 2012, at 20, 22.

82. *See, e.g.*, Rita M. Danylchuk, *Your Child Just Turned 18: Do They Have a Durable Power of Attorney and Medical Directive?*, N.J. L.J. (Mar. 19, 2024), https://www.gibbonslaw.com/resources/publications/your-child-just-turned-18-do-they-have-a-durable-power-of-attorney-and-medical-directive [https://perma.cc/5NB8-286P] (citing the Uniform Fiduciary Access to Digital Assets Act, N.J. STAT. ANN. §§ 3B:14-61.1 to 61.2 (West 2025)).

83. *Id.*

includes the authority to access "the content of electronic communications sent or received by the child."[84]

Financial powers of attorney may take effect immediately upon execution or may "spring" into effect only upon the principal's incapacity.[85] Immediately effective powers allow the agent to act even while the principal retains capacity; springing powers preserve the principal's autonomy by preventing agent access until surrogate management becomes necessary.[86] The Uniform Power of Attorney Act establishes immediate effectiveness as the default.[87]

D. Traditional Use and the Young Adult Gap

In their conventional applications, durable powers of attorney traditionally serve elder law planning, offering a less expensive alternative to court-ordered guardianship or conservatorship proceedings.[88] An elderly person anticipating cognitive decline might execute a financial power of attorney naming an adult child to manage accounts and pay bills if dementia prevents independent management. A person facing serious illness might designate a spouse to handle financial obligations during recovery. Healthcare powers of attorney serve parallel functions, ensuring that a trusted surrogate can make treatment decisions if the principal becomes unable to communicate medical preferences. The instruments are designed for circumstances in which incapacity is anticipated as a future possibility and the principal wishes to control who will manage their affairs if that possibility materializes.[89]

Until recently, the legal impetus for power of attorney rights focused solely on the elderly and those planning for future

84. *Id.*
85. *Id.*
86. *Id.*
87. UNIF. POWER OF ATT'Y ACT § 109(a) (UNIF. L. COMM'N 2006).
88. *See* Craft, *supra* note 67, at 412.
89. Thus, for example, the Uniform Law Commission's Enactment Kit for the UPOAA focused on the Act's role in "help[ing] prevent elder abuse," though the rules would apply to all agents under the Act, regardless of the age of the principal. *Why Your State Should Adopt The Uniform Power Of Attorney Act*, UNIF. L. COMM'N (Oct. 25, 2019, at 10:56 ET), https://www.uniformlaws.org/acts/catalog/current/p [https://perma.cc/2F7K-SJ46] (click "Power of Attorney Act"; then click "Documents"; then click "Enactment Kit"; then click "Why Your State Should Adopt: Uniform Power of Attorney Act"; and then click "Download").

incapacity.[90] The instruments address vulnerabilities associated with aging—conditions that eighteen-year-olds are unlikely to confront in the near term.[91] Young adults typically have modest assets that do not require sophisticated management and limited medical histories that do not implicate complex treatment decisions.[92] The default legal rules governing decision-making —which authorize next-of-kin involvement in genuine emergencies—have historically provided adequate protection for the rare circumstances in which a young adult becomes temporarily incapacitated.[93] For these reasons, durable powers of attorney were largely absent from the legal environment of early adulthood, appearing primarily when young adults had significant disabilities or chronic illnesses whose circumstances more closely resembled those of elderly clients planning for incapacity.[94]

The same mismatch applies, though less acutely, to the privacy waivers. FERPA's transfer of educational privacy rights to students upon college enrollment reflects a legislative judgment that college attendance marks entry into adult autonomy.[95] HIPAA's default rule—that parents cannot access an adult child's medical records

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90. *See* Amy L. Brown, Note, *Broadening Anachronistic Notions of "Family" in Proxy Decisionmaking for Unmarried Adults*, 41 HASTINGS L.J. 1029, 1072 (1990) (explaining that "few healthy, young adults plan ahead for catastrophes").

91. Nancy Watkins Anderson, Note, *Life and Death in Washington State After* Cruzan v. Director, Missouri Department of Health, 16 U. PUGET SOUND L. REV. 249, 286 (1992) (explaining that young people "who do not anticipate injury" are less likely to have executed a durable power of attorney).

92. *See* Zavala, *supra* note 49, at 19 (recommending that more young adults engage in estate planning, while acknowledging that only "exceptional circumstances warranting a complete estate plan" are still rare among young people).

93. *But see* Brown, *supra* note 90, at 1030-31 (arguing that courts' baseline preference for formal family members leads to underprotection of the interests of "unmarried adults in serious, quasi-marital relationships in which one partner unexpectedly becomes incapacitated").

94. *See* Judith C. Saltzman & Barbara S. Hughes, *Planning with Special Needs Youth upon Reaching Majority: Education and Other Powers of Attorney*, 1 NAELA J. 41, 41 (2005) ("Together with health care and financial powers of attorney, this article proposes using an education power of attorney as an appropriate, but simple, planning tool for an adult, mentally competent, disabled child, who acknowledges the need for his or her parents' continuing stewardship over educational matters.").

95. 20 U.S.C. § 1232g(d) ("[W]henever a student has attained eighteen years of age, or is attending an institution of postsecondary education, the permission or consent required of and the rights accorded to the parents of the student shall thereafter only be required of and accorded to the student.").

merely because of the family relationship—rests on a similar assumption.[96] These statutes presume that eighteen-year-olds are capable of managing their own informational privacy and that parental access requires the adult child's ongoing consent. The parental-access bundle, on the other hand, treats these statutory defaults not as protections to be preserved but as obstacles to be overcome.[97]

II. CONTRACTING AROUND ADULTHOOD

The parental-access bundle packages privacy waivers with powers of attorney to create a comprehensive grant of parental authority over domains that the law otherwise reserves to adults. Considered together, the four documents—a FERPA waiver, a HIPAA authorization, a healthcare power of attorney, and a financial power of attorney[98]—effectively reverse the legal consequences of turning eighteen.

The FERPA waiver restores parental access to educational records that federal law would otherwise place beyond their reach.[99] Parents regain the ability to view grades, academic standing, disciplinary records, and financial aid information—access they possessed automatically when their child was in high school but that FERPA transfers to the student upon college enrollment. The HIPAA authorization extends this access to the young adult's medical information, permitting parents to communicate with healthcare providers, obtain test results, and review treatment records.[100] Together, these privacy waivers give parents comprehensive informational access: They can monitor their child's academic performance, learn about visits to campus health centers, discover whether their child is in counseling, and track prescription medications—all without the young adult's contemporaneous knowledge or consent.

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96. *See* Michael S.W. v. Shelli A.W., No. 12036/12, 2021 WL 1182432, at *2 (N.Y. Sup. Ct. Mar. 25, 2021) ("[O]nce a person reaches age 18, they control access to their medical records, regardless what period the records pertain to under HIPAA.").

97. *See supra* notes 6-8 and accompanying text.

98. Hernandez, *supra* note 5.

99. *See supra* Part I.A.

100. *See supra* Part I.B.

The powers of attorney go further, granting parents not merely access to information but authority to act.[101] A healthcare power of attorney, when paired with an expansive HIPAA authorization, may permit parents to communicate with providers and participate in treatment decisions even when the young adult retains full decisional capacity.[102] If the young adult becomes incapacitated —whether temporarily due to illness or injury, or as a result of a mental health crisis—the healthcare power of attorney authorizes parents to make medical decisions on their child's behalf, potentially including decisions about psychiatric treatment, reproductive healthcare, or other sensitive matters.[103]

The financial power of attorney confers the broadest authority.[104] An immediately effective financial power of attorney permits parents to access bank accounts, manage credit cards, review financial statements, and conduct transactions in the young adult's name—not merely in emergencies but as a matter of routine.[105] Parents can monitor spending, control access to funds, and even take out loans, enter contracts, or make financial decisions that bind the young adult.[106] In some states, the parents would also legally be able to access the child's "digital assets," including email, messaging apps, and social media accounts.[107]

The full package amounts to a comprehensive delegation of adult decision-making. A young adult who signs the complete package of legal documents grants parents the legal authority to: access grades, transcripts, and disciplinary records; communicate with professors and administrators about academic matters; obtain medical records and test results; speak with doctors, therapists, and pharmacists about treatment; make medical decisions if the young adult cannot; access bank accounts and financial records; take out educational

101. *See supra* Part I.C.

102. *See supra* Part I.

103. Healthcare authority in the event of emergency is one of the biggest selling points for the parental-access package. *See* Hernandez, *supra* note 5 (interviewing a parent whose son was in a mountain biking accident, leading her "to go into full 'mama bear' mode, overseeing his medical care and insurance details" but having difficulty in actually doing so because her son had recently turned eighteen).

104. *See supra* Part I.C.2.

105. *See supra* Part I.C.2.

106. *See supra* Part I.C.2.

107. *See supra* notes 82-84 and accompanying text.

loans that the college student will be expected to repay; and manage virtually all aspects of the young adult's legal and financial affairs.[108] These powers replicate—and in some respects exceed—the authority that parents possessed when their child was a minor. The young adult remains legally an adult capable of voting, entering contracts, and making independent decisions.[109] But the privacy waivers and powers of attorney create a parallel structure of parental access and control that operates alongside, and potentially in tension with, the young adult's nominal autonomy.

In effect, families that adopt the Mama Bear framework are using private contract to establish a different age of majority—one that extends parental authority over health, education, and finances beyond the eighteenth birthday that the law recognizes as the threshold of adulthood. The following sections examine why this gap between legal adulthood and felt adulthood has emerged: first, by tracing the historical evolution of the age of majority; then, by drawing on identity theory to explain the social and psychological pressures that lead families to contract around legal defaults that no longer match their lived experience of the parent-child relationship; and finally, explaining how trends in online marketing have allowed companies selling such packages to easily reach the parents of young adults and to exert social pressure to execute the legal agreements.

A. Historical Changes to the Age of Majority

The legal age of majority has never been static.[110] Under early English common law, children participated in civic and legal life at ages that would strike modern observers as startlingly young: marrying at seven, facing capital punishment at eight, serving on

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108. *See supra* Part I.

109. *See* Vivian E. Hamilton, *Adulthood in Law and Culture*, 91 TUL. L. REV. 55, 77 (2016) (noting that "[y]oung people do not formally acquire the rights to contract, fully participate in the labor market, or independently make medical and procreative choices until reaching the age of legal majority," though noting that various exceptions apply to each of those activities).

110. *See* Natalie M. Banta, *Minors and Digital Asset Succession*, 104 IOWA L. REV. 1699, 1705 (2019) (explaining that "the law has taken a pragmatic approach" when it comes to defining the age of majority).

juries at twelve, and devising personal property at fourteen for boys and twelve for girls.[111] Early American colonists followed similar norms, permitting sixteen-year-olds to serve in the military and recognizing labor contracts signed by children as young as two.[112] By the eighteenth century, however, the law had consolidated around twenty-one as the age of majority—a threshold rooted not in developmental science but in medieval traditions of eligibility for knighthood.[113] The United States maintained this standard until the mid-twentieth century, when the need for soldiers during World War II prompted Congress to lower the conscription age to eighteen.[114] The Twenty-Sixth Amendment followed in 1971, extending voting rights to eighteen-year-olds on the theory that those old enough to fight were old enough to vote.[115] States quickly revised their statutes to match the general age of majority with the new constitutional baseline.[116] Notably, this widespread adoption of eighteen reflected a desire for consistency rather than a consensus that young people attained adult-like judgment before twenty-one.[117] The impetus was physical capacity for military service, not maturity of judgment.[118]

This historical variability illustrates a deeper point: The law both reflects and shapes societal understandings of when childhood ends and adulthood begins.[119] Legal thresholds do not merely codify preexisting social consensus about maturity and capacity, they also

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111. *Id.* at 1706.

112. *Id.* at 1707 ("Children were able to consent to labor contracts in early America. For example, a two-year-old consented to an indentured servant relationship by placing her mark on a contract in 1811." (footnote omitted)).

113. Hamilton, *supra* note 109, at 64 ("[T]he age required for the elite status of knighthood was the age whose imprint would endure.").

114. *Id.* ("In 1942 wartime needs prompted Congress to lower the age of conscription from twenty-one to eighteen, a change that would eventually lead to the lowering of the age of majority generally.").

115. *Id.* at 64-65.

116. Clare Ryan, *The Law of Emerging Adults*, 97 WASH. U. L. REV. 1131, 1172 (2020) ("The Twenty-Sixth Amendment did not require such a change, but the rapid and sweeping transformation in state law suggests that lawmakers drew a direct line between the federal voting age and the age of majority.").

117. Hamilton, *supra* note 109, at 65.

118. *Id.*

119. Ryan, *supra* note 116, at 1142 (exploring "the divide between law and lived experience," in how legal age rules interact with varying societal expectations of autonomy and dependence).

create that consensus by signaling societal expectations.[120] When the law declares that eighteen-year-olds are adults—capable of voting, contracting, enlisting, and managing their own affairs—it communicates that society expects young people of that age to exercise independent judgment. Institutions respond accordingly: Colleges treat students as autonomous individuals responsible for their own academic and personal decisions; healthcare providers recognize eighteen-year-olds as the sole authorities over their medical information; banks and creditors extend credit on the assumption of adult capacity to contract.[121]

Yet law does not operate in isolation. Legal thresholds interact with social norms, economic conditions, family structures, and individual development in complex ways.[122] A legal rule that matches social expectations will be experienced as natural and uncontroversial; one that diverges from lived experience will generate friction.[123] When the law's conception of adulthood diverges from how families actually experience the transition from adolescence to independence, pressure builds—either to change the law or to contract around it.[124] The question, then, is why this divergence

120. *Id.* at 1147 ("Law is full of judgments about adolescents' developmental capacities and their changing relationships vis-à-vis the family, community, and state.").

121. *See supra* Part I.

122. *See* Ryan, *supra* note 116 ("Had twenty-year-olds in 1969 been less 'adult' than their younger siblings who turned twenty in 1973? Under the law, yes—even if social understanding of age did not transform so quickly.").

123. *See id.* at 1147 (explaining that the legal rights and responsibilities of adolescents "are viewed through the lens of minority, where the default presumption is incapacity and dependency," in contrast to those of emerging adults, where the "default legal regime is flipped," even though "emerging adults are legal adults, but may not have the same capacities and behaviors as older adults"); Alexander A. Boni-Saenz, *Age Diversity*, 94 S. CAL. L. REV. 303, 305 (2021) (noting that "in the criminal justice system, prosecutors and criminal defense attorneys regularly use their peremptory challenges to remove younger and older individuals, respectively, from the jury box, making it less age diverse in service of predicted trial outcomes"); Johnson v. State, 288 So. 3d 342, 347 (Miss. Ct. App. 2019) (affirming the conviction in a case in which the prosecutor had a policy of using all preemptory strikes on jury panelists under the age of twenty-five, stating that he did not "want kids on this jury").

124. *See* Alexander A. Boni-Saenz, *Legal Age*, 63 B.C. L. REV. 521, 526-27 (2022) (explaining that "age is not only an axis of identity but also a legal category that impacts social equality and structures the relationships between social groups," and arguing that "[t]he law helps to construct identities in ways that can facilitate stereotyping and discrimination while also affecting the distribution of benefits and burdens among age groups and other groups in society"); Nizan Geslevich Packin, *Financial Inclusion Gone Wrong: Securities and Cryptoassets Trading for Children*, 74 HASTINGS L.J. 349, 375 (2023)

has emerged with particular force in recent decades. Why do so many families now experience the legal threshold of eighteen as misaligned with the developmental trajectory of their children? And why has the market responded with legal instruments designed to extend parental authority into what the law defines as adulthood?

The answers lie not only in legal history but in the social psychology of identity formation—in how parents and young adults understand themselves, their relationships, and the meaning of the transition to adulthood.

B. Identity Theory and the Transition to Adulthood

Identity theory, a framework developed in sociology and social psychology, helps explain the disjuncture between the law's treatment of adulthood as a discrete transition and families' lived experience of gradual change.[125] The theory begins from the premise that people hold multiple identities—internalized meanings about who they are in various social roles—and that these identities guide behavior and shape emotional responses to social situations.[126] A person simultaneously holds identities as a parent, spouse, employee, community member, and so forth.[127] Each identity contains a set of meanings that define what it means to occupy that role, and people are motivated to act in ways that verify these identity meanings through interaction with others.[128]

(explaining that it is easy for minors online to click agree to terms and difficult for websites to know the age of those who do so, creating pressure for courts that have "broadly enforced contracts against children by determining that children who benefitted from the use of online services should be held accountable to their part of the contract").

125. *See* Anna Kennedy, Maggie Long & Kerry-Ann Porter, *Understanding the Mother Identity: Changing Meanings During Middle Childhood*, FAM. J. ONLINEFIRST, Apr. 28, 2025, at 1, 6, https://journals.sagepub.com/doi/10.1177/10664807251329604 [https://perma.cc/6SC6-Q3SM] (explaining that "the development and meanings within the mother identity" change as children grow up).

126. *Id.* ("This sociological and social psychological approach understands the self as a structure of multiple identities with identities linked to roles in society and the meanings of roles as linked to behavior.").

127. *See* PETER J. BURKE & JAN E. STETS, IDENTITY THEORY 92-93 (2d ed. 2023) (explaining how various identities will have differing levels of prominence, salience, and commitment at any given time).

128. *See id*. at 60.

Importantly for understanding the growing use of private legal arrangements to maintain parental access, identity theory posits that identity meanings change slowly and gradually, typically over months or years rather than days.[129] That is, people generally recognize that they are not the same person they were a decade ago, yet they cannot pinpoint exactly when or how they changed.[130] This gradual quality exists because identity meanings are maintained through ongoing social interaction and verification processes.[131] When situational meanings conflict with identity meanings, people first attempt to change the situation to match their identity; only when this proves impossible over time do the identity meanings themselves begin to shift.[132]

This understanding of identity change illuminates why the law's bright-line approach creates friction. The parent identity develops over eighteen years of interaction organized around meanings of protection, guidance, responsibility, and control over a child's welfare.[133] Research on the mother identity during middle childhood, for instance, reveals that mothers understand themselves as teachers shaping their children's values, nurturers providing emotional support, and managers steering through their children's expanding social worlds.[134] These identity meanings do not evaporate at midnight on a child's eighteenth birthday. The parent continues to hold identity meanings organized around responsibility for their child's wellbeing, and the legal framework that suddenly prevents them from acting on these meanings creates what identity theorists call

129. *Id.* at 214 ("The change in identity meanings is not noticeable except over longer periods ranging from weeks to months to even years.").

130. *Id.* ("When asked ... people will admit they are the same as they were yesterday, but also when asked, they will say they are not the same as they were ten years ago. They cannot identify when they changed.").

131. *See id.* at 214-15.

132. *Id.*

133. *See* Kennedy, Long & Porter, *supra* note 125, at 9 (explaining that their study "showcases the link between the development of children and the consequent identity change experienced by mothers, supporting the proposition that as children grow and change, so does the role and identity of a mother").

134. *Id.* at 7-8 (explaining how the "teaching" aspect changes as the child matures, and that "managing" includes "[t]he challenge and negative emotions associated with managing technology use").

a "discrepancy"—a gap between identity meanings and situational realities that produces emotional distress.[135]

From the young adult's perspective, the transition is similarly gradual. The identity meanings associated with being someone's child shift across the lifespan—from dependency in early childhood, through growing autonomy in adolescence, toward more equal relationships in established adulthood, and potentially to caretaking roles as parents age. But these shifts happen incrementally through changing interactions and accumulated experiences, not through legal pronouncements. A first-year college student may hold identity meanings that include both emerging autonomy and continued reliance on parental guidance—what identity theorists would call a "dispersed" identity containing meanings from both sides of the adult/dependent threshold.[136]

Identity theory also emphasizes that identities are embedded within larger social structures and cultural contexts. Sociologist Jan E. Stets has argued that identity change must be understood as a "nested phenomenon," shaped not only by individual-level processes but also by meso-level organizational dynamics (families, schools, workplaces) and macro-level cultural shifts.[137] At the macro level, American culture has seen significant changes in what "emerging adulthood" means, with extended periods of education, delayed household formation, and continued parental financial support becoming normative for many families.[138] At the meso level, technological changes have transformed family interaction patterns. A person who attended college in the late 1980s would have communicated with parents through occasional long-distance phone calls from a shared dorm phone; today's college students can text parents dozens of times daily, video call from their rooms, and share

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135. BURKE & STETS, *supra* note 127, at 115 ("An increasing mismatch between perceived meanings of individuals in the situation and meanings in the identity standard produces more negative feelings in the person.").

136. *Id.* at 232 ("In liminality, individuals may have a more dispersed set of meanings that describe themselves, serving to verify them on either side of the threshold.... If liminality is a time of exploration, people may be trying out different identity meanings.").

137. Jan E. Stets, *Micro, Meso, and Macro Processes in Identity Change: The 2020 Cooley-Mead Award Address*, 84 SOC. PSYCH. Q. 286, 286-87 (2021).

138. *See* Ryan, *supra* note 116, at 1137-42 (discussing the social and development factors inherent in the "emerging adult" categorization).

real-time location data through smartphone applications.[139] These technological affordances allow—and perhaps encourage—continued activation of parent-child identity meanings that would have been structurally impossible a generation ago.

The persistence of protective parental identity meanings, combined with cultural and technological conditions that support their continued activation, helps explain why families seek legal mechanisms to maintain parental access despite the law's assumption of a clean break at eighteen. HIPAA and FERPA waiver packages, healthcare powers of attorney, and similar legal instruments essentially allow families to contract around the law's bright-line rule, creating arrangements that better match the gradual identity transitions that families actually experience.[140]

Whether such arrangements serve developmental interests is a separate question that identity theory can help frame but not definitively answer. On one hand, the law's bright-line rules might function as what identity theorists call *situational disturbances*—external conditions that, by preventing the verification of existing identity meanings, gradually force identity change toward greater autonomy.[141] A young adult who cannot call their parent to handle an insurance problem must develop the skills and identity meanings associated with managing such problems independently. The discomfort of non-verification, though unpleasant, may be developmentally productive.

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139. *See* Kathleen Vinson, *Hovering Too Close: The Ramifications of Helicopter Parenting in Higher Education*, 29 GA. ST. U. L. REV. 423, 434 (2013) ("Parents' involvement in their child's daily life in higher education includes, but is not limited to, issues and decisions regarding admissions, housing, class schedules, grades, disciplinary matters, and relationships with roommates, advisors, faculty, and career services.").

140. *See supra* Part II.B; BURKE & STETS, *supra* note 127, at 214 (explaining that identity change "is not noticeable except over longer periods ranging from weeks to months to even years").

141. *See* BURKE & STETS, *supra* note 127, at 220 (explaining that identities often experience change after the birth of a child, as the "birth is an example of a change of identity-relevant meanings in the situation (a disturbance in the model) that persists and is not easily countered"). A child reaching the age of majority would likely cause a similar disturbance in the identity model, though it seems likely that the effect would be felt less suddenly than the birth of a child. *See* Carolyn Folkman Curasi, Margaret K. Hogg & Pauline Maclaran, *Entering the Empty Nest Stage: A Multi-Method Exploration of Women's Life Experiences and Coping Strategies in Periods of Life Stage Transition*, 5 EUR. ADV. CONSUMER. RSCH. 260, 260 (2011) (discussing role status change in mid-life).

On the other hand, forcing identity change faster than individuals can accommodate may produce unnecessary distress without corresponding developmental benefit.[142] Identity theory suggests that successful identity transitions require time for both the individual and their social network to adjust to new meanings.[143] The law's instantaneous transition provides no such adjustment period.[144] From this perspective, legal mechanisms that allow families to pace the transition according to their own readiness might better serve human development than rigid age-based cutoffs.

C. Targeted Online Marketing Through Social Channels

The prior sections have explained why families might seek to contract around the legal consequences of turning eighteen: The parent identity, built around meanings of protection and guidance, does not shift overnight, and the young adult's identity does not transition immediately from dependent child to autonomous adult. But understanding why families are receptive to these documents does not fully explain how the market for parental-access packages has grown so rapidly. The answer to that comes from technology-enabled microtargeting that combines consumer data, social media, and parasocial relationships to effectively reach the desired market.[145]

Microtargeting—the use of detailed behavioral and demographic data to identify and reach individual consumers—allows companies to place their advertising before the parents most likely to be receptive.[146] The leading company is especially prominent in online communities where engaged parents congregate.[147] Facebook

142. Ryan, *supra* note 116, at 1141.

143. *See id.* at 1140-41.

144. *See id.* at 1134.

145. *See infra* text accompanying notes 146-66.

146. Talia Bulka, Comment, *Algorithms and Misinformation: The Constitutional Implications of Regulating Microtargeting*, 32 FORDHAM INTELL. PROP. MEDIA & ENT. L.J. 1107, 1112 (2022) ("Microtargeting is the use of 'hyper-detailed data profiles' to target individual users."); John M. King, Note, *Microtargeted Political Ads: An Intractable Problem*, 102 B.U. L. REV. 1129, 1132 (2022) ("In practice, data brokers and data collectors gather vast quantities of behavioral and demographic data.").

147. *See* Hernandez, *supra* note 5 ("Parents on Facebook wrote that their social media feeds were filled with Mama Bear ads and posts wanting to know more from families who have used

groups for parents of college-bound students provide an ideal environment.[148] These groups attract parents who are already actively involved in their children's college preparations: researching scholarships, asking about dorm room assignments, coordinating care packages, and crowdsourcing advice about course selection. The parents who join such groups very likely skew toward the more involved end of the parenting spectrum. They are, in the language that marketers and the company itself embrace, the "mama bears."[149]

The marketing activates the anxieties that naturally accompany this transition. One affiliate marketer, the author of a college-scholarship website who also hosts a Facebook group for parents called "Scholarship Help and College Talk for Parents," recounted receiving "the dreaded call" telling her that her son was injured and had been taken to the hospital.[150] "Because of this experience," she explained, "I fully support companies like Mama Bear Legal Forms."[151] The message is clear: Something could happen to your child, and without these documents, you will be powerless to help.

The structure of affiliate marketing amplifies this message through trusted voices.[152] Influencers and content creators promote products in exchange for commissions on resulting sales,[153] and their effectiveness depends on the trust they have cultivated with

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the services.").

148. *See id*. ("Chatter about Mama Bear's services pops up every few weeks in CU-related Facebook groups, where parents crowdsource questions about their children's dorm-room assignments, ask where they can order soup for a sick kid, and find out which classes are best.").

149. *See In re* Duncan, No. 86923714, 2021 WL 725585, at *10 (T.T.A.B. Feb. 3, 2021) ("The colloquial (slang) definition of the term is a woman, especially a mother, who is extremely protective of a child or children.... People, particularly women, who wish to associate themselves with this term are projecting the social message to others that they are fiercely protective parents.").

150. Monica Matthews, *Mama Bear Legal Forms*, HOW 2 WIN SCHOLARSHIPS (Mar. 5, 2025), https://how2winscholarships.com/mama-bear-legal-forms/ [https://perma.cc/D7JF-NUTB].

151. *Id.*

152. *In re* Capital One Fin. Corp., No. 25-CV-023, 2025 WL 1570973, at *2 (E.D. Va. June 2, 2025) ("Affiliate marketing is a multi-billion dollar industry that is surging with the growth of social media, and merchants are increasingly turning to content creators, also referred to as influencers, to promote products and services.").

153. *Id.* ("In exchange for promoting products and services on the merchant's behalf, the influencer will generally receive a commission from each resulting sale.").

their audiences.[154] Research suggests that people trust recommendations from those they know far more than paid advertising, and the parasocial relationships that develop between social media users and the influencers they follow can elicit similar effects.[155] A parent seeking advice in a Facebook group for college parents may not personally know the group administrator who recommends Mama Bear, but months or years of interaction create a sense of familiarity and shared experience—that is, a parasocial relationship.[156]

The cross-promotion between the company and these online communities is explicit. Mama Bear recommends the "Grown and Flown" Facebook community as "a valuable resource during this time of transition," explaining that "[w]e've talked with thousands of parents preparing for the college transition so we understand that parenting doesn't end when your child turns 18."[157] In turn, Grown and Flown recommends that parents have their children execute the Mama Bear package, advising them to "make sure to get this done LONG BEFORE college drop off."[158] Another affiliate site, "Dorm Life Simplified," which hosts a Facebook community for "parents of college going students," similarly assures parents that "having these documents signed by your child gives you permission" to help in emergencies—"like setting up a 'just-in-case' plan that helps us parents sleep a bit better."[159] These are not neutral

154. *See* Gerlinde Berger-Walliser, Stefan J. Hock & Björn Walliser, *Disclosure Effects in Influencer Marketing: Implications for Courts*, *Regulators, and Marketers*, 44 NW. J. INT'L L. & BUS. 207, 241 (2024) ("[T]rustworthiness, credibility, and authenticity of the influencer often determine the effectiveness of [Social Media Influencer] marketing.").

155. *Id.* ("Nielsen Media reports that 83% of people worldwide trust recommendations from people they know more than paid advertising (63%). Admittedly, most followers do not personally know the influencer, but research in marketing and psychology has shown that these parasocial relationships can elicit similar effects.").

156. Katy Beth Crowe, Student Article, *Real or Reel: #LawTok and the New Idea of the Legal Profession*, 48 LAW & PSYCH. REV. 197, 212-13 (2024) ("With the rise of social media, parasocial relationships occur both with celebrities and social influencers.").

157. *One of Our Favorite Resources for Parents of Teens and College Students*, MAMA BEAR LEGAL FORMS, https://blog.mamabearlegalforms.com/one-of-our-favorite-resources-for-parents-of-teens-and-college-students/ [https://perma.cc/VE5A-HDZ4].

158. Jyl Barlow, *'Adult Paperwork:' A Must for Our Newly Minted 18-Year-Old Adults*, GROWN & FLOWN (Nov. 10, 2023), https://grownandflown.com/legal-documents-18-year-old/ [https://perma.cc/8F76-5457] (noting that "[w]e are affiliates").

159. Donna Hank, *Essential Legal Documents for College-Bound 18-Year-Olds: What Parents Need to Know*, DORM LIFE SIMPLIFIED (Oct. 5, 2024), https://www.dormlifesimplified.com/legal-documents-for-an-18-year-old/ [https://perma.cc/P8YB-YVXV].

recommendations; they are paid affiliates who earn money when parents sign up through the links they provide.[160] But they appear within communities built on mutual support and shared anxiety, lending them an authenticity that traditional advertising lacks.[161]

The marketing also discourages professional legal advice. The scholarship-website author who recommended Mama Bear went further, explaining that "[a]ttorneys do not usually work from sample forms provided by states. Instead, they draft their own, which you will pay more for[,]" and that "Mama Bear Legal Forms lets you create the same thing yourself, from the comfort of your home or office, in 15 minutes or less."[162] The implication is that attorneys offer nothing beyond the forms themselves—that legal counsel adds cost without value. This framing obscures what an attorney would actually provide: not merely document preparation, but the counseling function that ensures the young adult understands what they are signing, appreciates the risks, and knows how to revoke the documents if circumstances change.[163]

The result is a marketing ecosystem almost perfectly tailored to reach anxious parents at a vulnerable moment, framing the documents as both necessary and routine, and encouraging parents to bypass the professional intermediation that would otherwise protect the young adult's interests. Parents encounter these products through sources they trust, in communities organized around shared concerns, at precisely the time when their children are preparing to leave home. The young adults who will actually sign the documents, meanwhile, are largely absent from this conversation, other than tips to parents about how to encourage their children to sign.[164] When young adults do seek guidance—often after concerns arise—they turn to different platforms. Online forums like

160. *See Affiliate Links*, GROWN & FLOWN, https://grownandflown.com/affiliate-links/ [https://perma.cc/4MR7-Z9HJ].

161. *See* Leah R. Fowler, Max N. Helveston & Zoë Robinson, *Influencer Speech-Torts*, 113 GEO. L.J. 415, 423-24 (2025) (writing that influencers "exist across various social media platforms, each offering unique features and audiences. Many influencers use a combination of platforms to grow their social capital and maximize reach, and they may cross-link the same content to multiple platforms").

162. Matthews, *supra* note 150.

163. *See infra* Part III.D.

164. *See supra* notes 7-8 and accompanying text (citing sources suggesting ways to encourage adult children to sign).

Reddit's "r/legaladvice" regularly feature posts from young adults asking whether they should sign the documents their parents have presented or how to revoke documents they have already signed.[165] This generational divide in information sources—parents on Facebook, young adults on Reddit—mirrors broader demographic patterns in social media use.[166] It also means that parents and children are receiving very different messages about what these documents mean and whether signing them is a good idea.

III. RISKS OF OPEN-ENDED PARENTAL AUTHORITY

The parental-access package is marketed as a safeguard—a way for parents to help their children in emergencies and to remain involved during the vulnerable transition to adulthood.[167] And for many families, that is precisely how these documents function.[168] But the same instruments that facilitate parental support can also enable parental overreach, and the legal authority they confer does not distinguish between the two. This Part examines the risks that arise when young adults grant parents broad access to their educational records, medical information, and financial affairs. It begins with the most direct harm: financial exploitation, whether intentional or the product of blurred boundaries between parent and child finances. It then turns to a subtler problem: the mismatch between documents designed for end-of-life planning and the

165. *See supra* note 9 and accompanying text.

166. *See Social Media Trends Shift, Yet YouTube Remains King*, WIBC (Dec. 2, 2025), https://wibc.com/797861/social-media-trends-shift-yet-youtube-remains-king/ [https://perma.cc/L7FZ-3TGL] (summarizing a recent study from Pew Research finding that "[y]ounger adults—those under 30—are far more inclined than older users to spend time on Instagram, Snapchat, TikTok, and Reddit," whereas "Facebook is most popular among people ages 30 to 49").

167. *See Don't Get Spooked: Why Every College Student Needs a Power of Attorney*, MAMA BEAR LEGAL FORMS, https://blog.mamabearlegalforms.com/why-every-college-student-needs-a-power-of-attorney/ [https://perma.cc/B5WT-FPE3] ("Imagine your student is away at college and ends up in the hospital. You call for an update, but the nurse can't tell you anything. You wait by the phone, hoping for news. It's a parent's worst kind of suspense, and it's all too common.").

168. *See* Hernandez*, supra* note 5 (explaining that, for one young adult, "[h]e knew the trouble his mom had been through dealing with his insurance after his biking accident and wanted to prevent that headache while allowing his parents more control over his medical decisions should an emergency happen again").

developmental trajectory of young adults whose lives, relationships, and values are rapidly evolving. Finally, it considers why traditional legal doctrines—contract defenses, fiduciary duties, the right to revoke—fail to provide adequate protection and why the absence of legal counsel leaves young adults particularly vulnerable.

A. Financial Support, Entanglement, and Exploitation

The dynamics of family relationships can create pressure for young adults to acquiesce to parental requests that ultimately harm their interests, and in some cases enable outright exploitation. Parents possess their children's identifying information—social security numbers, birth dates, and addresses—making it relatively easy to open accounts in a child's name, with or without formal legal authorization.[169] More troublingly, the residual authority structures of the parent-child relationship may lead young adults to agree to financial arrangements they do not fully understand or that serve parental interests at the child's expense.[170]

1. Examples of Parental Use and Abuse of Children's Credit

The cases that appear in judicial opinions tend to represent extreme examples—situations involving clear fraud, criminal conduct, or family conflict severe enough to overcome the reluctance most children feel about pursuing legal action against a parent. In *United States v. Rosenbaum*, for example, a mother was convicted of fraud and identity theft after opening credit card accounts under

169. *See* Jeanine Skowronski, *Help! My Mom & Dad Maxed Out Credit Cards in My Name*, CREDIT.COM. (Nov. 13, 2015), https://credit.com/blog/help-my-mom-dad-maxed-out-credit-cards-in-my-name-129680 [https://perma.cc/Q3AH-NQHU] (explaining that children can be harmed both by parents committing identity theft to take out credit in their child's name and by those who may—with the best of intentions—open an authorized joint account with their adult child, run up bills that the parent is unable to pay, and leave the adult child joint account holder on the hook); *Is It a Crime to Take Out Credit in Your Child's Name?*, L. OFFS. THOMAS C. MOONEY (Apr. 18, 2023), https://www.mooneyesq.com/blog/2023/04/is-it-a-crime-to-take-out-credit-in-your-childs-name/ [https://perma.cc/V48P-LWCC] ("Most parents wouldn't consider trolling the dark web or rifling through someone's wallet to obtain the information they need to commit identity theft—but they have everything at hand that they need to impersonate their own child.").

170. *See supra* text accompanying notes 7-9.

the name of her seven-year-old son and accruing a nearly $50,000 unpaid balance.[171] On appeal, the mother claimed that "she could legally apply for and use a credit card in her son's name, and therefore did not act 'without lawful authority' even though the applications were fraudulent."[172] The court concluded that it "need not address whether Michigan law permits a custodial parent to obtain and use a credit card in his child's name" because the defendant had made "fraudulent statements regarding her son's age, employment, and income" rather than merely using her son's truthful information to apply for credit.[173]

Rosenbaum raised, without resolving, the question of whether a parent could legally take out debt in the name of a minor child. In *United States v. Porter*, the case involved an adult child who had not consented to open various credit accounts.[174] The financial dispute led to police involvement when the son, Benjamin, reported being awakened "around 5:00 a.m. to the sound of bullets ripping through his apartment" only to look out the front window and see "his father, Porter, driving away."[175] Shortly before the shooting, Benjamin had reportedly "moved out of his father's apartment because he was so upset his father was using Benjamin's social security number without his knowledge to open accounts" and had reported his father's identity theft to the bank and to the police.[176] As a result, Porter was convicted of illegally possessing a firearm and "falsely representing a social security number."[177]

These reported cases likely represent only the most extreme examples of parents' misuse of children's credit. Online forums such as Reddit's "r/legaladvice" reveal a far more common pattern: young adults seeking guidance about financial entanglements with parents that fall into legal gray areas, where the line between authorized and unauthorized use sometimes blurs. For example, one young adult reported that she was approved for a joint credit card with her mother at age eighteen with the understanding that "[they] would

171. *See* 628 F. App'x 923, 924-25 (6th Cir. 2015).
172. *Id.* at 932.
173. *Id.* at 935 n.7.
174. *See* 409 F.3d 910, 913 (8th Cir. 2005).
175. *Id.* at 912.
176. *Id.* at 912-13.
177. *Id.* at 912.

use it to build [the young adult's] credit score."[178] However, the mother ended up charging thousands of dollars on the card while making minimum payments, ultimately having a negative effect on the young adult's credit score.[179]

Another example illustrates how parents may reframe past generosity as debt when relationships sour. A young adult reported that their mother had opened a credit card in their name approximately three years earlier without their knowledge, using the child's personal information to take advantage of a promotional offer.[180] The child eventually learned of the account but did not take immediate action because the mother was working to pay down the balance and protect the child's credit.[181] After the child married, however, a falling out occurred.[182] The mother announced she was disowning the child and rather than simply ending future assistance, she recharacterized past gifts as obligations.[183] The mother had voluntarily, and without solicitation, contributed to the child's apartment deposit, rent, and had given $1,600 toward an engagement ring.[184] Upon the relationship's rupture, the mother offset these amounts against the credit card balance, leaving the child and new spouse responsible for approximately $5,500 at a 23 percent interest rate.[185] The child was left to decide whether to pursue legal remedies against their own mother for opening the account without authorization or simply absorb the debt.[186]

In yet another case, a young adult explained that at age twenty-one, while still financially dependent on their mother, they agreed to let their mother open a credit card in the child's name.[187] The

178. u/EuphoricReflection39, REDDIT (r/legaladvice), *My Mother Keeps Maxing Out Our Joint Credit Card, and I Want Out* (July 19, 2025), https://www.reddit.com/r/legaladvice/comments/1m45omh/my_mother_k [https://perma.cc/RM9Y-QY2G].

179. *See id.*

180. u/Dull_Lead_3618, REDDIT (r/legaladvice), *My Mom Took a Credit Card Out in My Name and Is Now Disowning Me With $5000+ of Debt* (May 9, 2021), https://www.reddit.com/r/legaladvice/comments/n8pa7t/my_mom_took_a_credit_card_out_in_my_name_and_is/ [https://perma.cc/27ME-PUYK].

181. *See id.*

182. *See id.*

183. *Id.*

184. *Id.*

185. *Id.*

186. *See id.*

187. *See* u/icecreamgirl420, REDDIT (r/legaladvice), *Mom Opened Credit Card in My Name*

mother added herself as an authorized user and, over three years, accumulated $30,000 in charges.[188] The child, now twenty-four, sought advice about legal responsibility for the debt.[189] The backstory reveals the pressures at play—the mother had recently divorced and told the child "she wanted the card so her spending wouldn't be tracked."[190] As an adult who authorized the account, the child almost certainly bears legal responsibility for the balance.[191] Yet the circumstances that produced that authorization—the mother's prior financial support, her position of authority, her expressed vulnerability following the divorce, and the child's continued dependence[192]—made refusal psychologically difficult.[193] The child's legal capacity to consent existed, but the relational dynamics that typically characterize parent-child interactions during the transition to adulthood created conditions ripe for exploitation.

Finally, in another post, a twenty-five-year-old reported that their father had taken out a credit card in their name while they were still a minor, although they became aware of the card at age eighteen.[194] At that time, the young adult reported that "[h]e presented the card as a 'safety net' in case I ever found myself in an emergency

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WITH Consent-Balance Now $32k+, What are My Options? (Dec. 18, 2025), https://www.reddit.com/r/legaladvice/comments/1pq6kic/mom_opened_credit_card_in_my_name_with_consent/ [https://perma.cc/4GE5-C7FU].

188. *Id.*

189. *See id.*

190. *Id.*

191. *See* 15 U.S.C. § 1643 (describing cardholder liability for "unauthorized use"); 15 U.S.C. § 1602 (defining unauthorized use as the use of a credit card by someone "who does not have actual, implied, or apparent authority for such use and from which the cardholder receives no benefit"); Martin v. Am. Express, Inc., 361 So. 2d 597, 599 (Ala. Civ. App. 1978) (holding that "in instances where a cardholder, who is under no compulsion by fraud, duress or otherwise, voluntarily permits the use of his (or her) credit card by another person, the cardholder has authorized the use of that card and is thereby responsible for any charges as a result of that use").

192. *See* u/icecreamgirl420, *supra* note 187.

193. *See* Michaela Park, Note, *Pathways to Financial Security: A New Legal Avenue for Survivors of Coerced Debt in California*, 111 CALIF. L. REV. 605, 624 (2023) (explaining that in cases of family identity fraud, "victims may be less willing to report their loved ones to the police, and law enforcement may be less receptive to claims that their identity was stolen by someone they know").

194. *See* u/jojos-shorts, REDDIT (r/legaladvice), *My Dad Opened a Credit Card in My Name, Is This Fraud?* (Oct. 15, 2025), https://www.reddit.com/r/legaladvice/comments/1o7ricz/my_dad_opened_a_credit_card_in_my_name_is_this/ [https://perma.cc/YP4F-CNWM].

situation like needing my car towed or not being able to pay rent."[195] Seven years later, he found out that his father had charged more than $15,000 to the card, leaving his son concerned about whether he could get the account off his credit report—and whether he would have to file a police report or press charges against his father in order to do so.[196]

2. When Legal Adulthood Increases Vulnerability

None of the cases discussed above involved a financial power of attorney. This likely reflects the fact that the increase in young-adult power of attorney documents are a relatively new trend.[197] But the absence of powers of attorney in these cases also highlights the adult child's decision-making authority: In cases of parental credit abuse without formal authorization, young adults at least retain the option of disputing liability by reporting the fraud. The choice may be agonizing—about three-quarters of victims of known-perpetrator fraud choose to bear the liability rather than report a family member to law enforcement—but the choice exists.[198] A financial power of attorney eliminates this option entirely, placing liability squarely on the adult child who authorized the agent's access.[199]

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195. *Id.*

196. *See id.*

197. *See* u/punkinholler, REDDIT (r/Professors), *"Mama Bear" POA* (Aug. 3, 2025), https://www.reddit.com/r/Professors/comments/1mgx7cf/mama_bear_poa/ [https://perma.cc/CV6V-6E2A] (discussing the recent rise in "Mama Bear" paperwork). One commenter noted that "I work in student affairs in the counseling office and I've been getting questions about it all summer long at orientation from parents." Comment, u/clevercalamity, *on* u/punkinholler, REDDIT (r/Professors), *"Mama Bear" POA* (Aug. 3, 2025), https://www.reddit.com/r/Professors/comments/1mgx7cf/mama_bear_poa/ [https://perma.cc/CV6V-6E2A].

198. *See* Sarah Skidmore Sell, *Financial Fraud More Fraught When Perpetrator Is Known*, AP NEWS (Dec. 4, 2019, at 14:07 ET), https://apnews.com/general-news-28d93ce 1272f9f82a 383e61a13fc4f0e [https://perma.cc/6UCN-YH8Y] ("Because victims were hesitant to report the crime, about three-quarters of these victims personally bore all or some liability for the fraud that occurred."); u/kodsxd, REDDIT (r/personalfinance), *Parents Took Out a Loan Without My Consent* (Jan. 27, 2018), https://www.reddit.com/r/personalfinance/comments/7taroq/parents_took_out_a_loan_without_my_consent/ [https://perma.cc/YQT3-5ANP] ("I don't want to file a report or get the police involved until its [sic] absolutely necessary, I still love my parents deep down for their flaws and good.").

199. *See* Sharon R. Rudy, *Substituted Decision-Making for the Elderly: Living Wills, POAs, and Other Options*, 84 ILL. BAR J. 32, 34 (1996) (arguing that "[t]he delegation of decision-making for property is far more risky and more threatening than that for health care decisions," as "[b]anks, lending institutions, credit card companies, realtors, title companies,

Identity theory helps explain why this authorization paradox is particularly troubling in the parent/young-adult context. The same identity meanings that drive parents to seek comprehensive access documents—protection, guidance, and responsibility for a child's welfare—may also lead parents to feel entitled to use their child's financial resources and credit.[200] A parent whose identity standard still encompasses meanings of "provider" and "manager" of family finances may not perceive a clear boundary between their own financial interests and their child's.[201] The parent who opened a credit card in their child's name "so her spending wouldn't be tracked" post-divorce, or the father who presented an unauthorized credit card as a "safety net" for his son, likely did not conceptualize their actions as exploitation.[202] From within the framework of a parental identity that has not yet shifted to accommodate the child's adult autonomy, these actions may feel like extensions of ordinary parental management—borrowing against family resources to handle family needs.

This psychological reality intersects with the legal authority conferred by a financial power of attorney. The document marketed as a safety measure for medical emergencies becomes a mechanism for financial entanglement that the child cannot later escape by claiming lack of consent. Banks, lending institutions, and credit card companies readily accept written powers of attorney and act at the agent's discretion—meaning a parent's financial decisions, however ill-advised or self-interested, legally bind the adult child.[203]

The vulnerability is amplified by the circumstances under which these documents are typically signed. A young adult preparing to leave for college—still financially dependent on parents, still

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and others readily accept ... written powers of attorney and are required to act" at the agent's discretion).

200. *See* BURKE & STETS, *supra* note 127, at 83 (explaining how resources are used in identity verification). Here, direct management of the adult child's financial assets verifies the "provider" and "manager" meanings associated with the "parent" identity.

201. One site targeted at parents of college students urged parents to consider a durable power of attorney, explaining that it gave parents "[a]ccess to [f]inancial [a]ccounts" and meant that parents "can help with routine matters, like renewing bank cards, handling rental agreements, or even filing taxes, without needing their direct involvement." Hank, *supra* note 159.

202. *See supra* text accompanying notes 187-90, 194-96.

203. *See* Rudy, *supra* note 199.

embedded in family authority structures, and still holding identity meanings that include deference to parental judgment—is poorly positioned to evaluate the risks of granting broad financial powers or to resist parental pressure to sign.[204] The relational dynamics that make refusal difficult are precisely the dynamics that identity theory predicts: The young adult's identity has not yet fully shifted toward autonomous adulthood, the parent's identity has not yet shifted away from protective control, and both parties may understand the documents as formalizing a relationship structure that already exists rather than as creating new legal vulnerabilities.[205]

Moreover, the mismatch between parental intentions and outcomes may be substantial. A parent who requests a financial power of attorney in order to help manage a child's college expenses or handle an emergency during study abroad may not consciously intend to exploit that authority. But financial circumstances change—a divorce, job loss, or mounting debt may create pressures that lead a well-intentioned parent to "borrow" against a child's credit with every intention of repaying, only to find repayment impossible.[206] The same identity meanings that led the parent to seek access—"I am responsible for this child's welfare; we are a family unit; what is mine is theirs and what is theirs is mine"—may rationalize using that access in ways that ultimately harm the child.[207] And unlike a minor whose parent commits fraud, the adult child who signed a power of attorney likely has no legal recourse.[208] The authorization that was meant to protect has become a trap.

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204. *See, e.g.*, Barlow, *supra* note 158 (recommending Mama Bear Legal Forms to other parents; noting that it was "[n]ot up for discussion" with her own adult children and suggesting that other parents "must ... insist on it" as well, even if their "child flip[s] the heck out when asked to sign").

205. *See* BURKE & STETS, *supra* note 127, at 214 (explaining that identity change is "gradual and cumulative over time," rather than instantaneous).

206. *See supra* note 178 and accompanying text (reporting that an account originally opened to help the child build credit ended up harming the child's credit score after the parent ran up a large bill and was unable to make more than minimum payments).

207. *See supra* notes 180-86 and accompanying text (reporting a situation in which the parent felt entitled to leave the adult child responsible for the parent's credit card charges because the parent had earlier provided financial support to the child).

208. *See supra* note 191.

B. Evolving Needs and Goals

The risks discussed above involve parents who, whether through financial desperation or a sense of entitlement to family resources, use their legal authority in ways that harm their adult children. But even for families in which no exploitation occurs and all parties act in good faith, the structure of these legal instruments creates problems that stem from a fundamental mismatch between the documents' design and the developmental trajectory of young adults.

Durable powers of attorney were designed with a particular life stage in mind: older adults who are competent today but anticipate a future decline in capacity.[209] An elderly person executing a financial power of attorney or healthcare proxy reasonably expects that the document will become operative, if at all, during a period of diminished capacity from which they are unlikely to recover.[210] The open-ended nature of these instruments—their lack of expiration dates and their durability through incapacity—serves this population well.[211] The goal is to ensure continuity of decision-making authority as the principal's abilities decline, and an expiration date would defeat that purpose.[212]

Young adults occupy a fundamentally different position. They too may become incapacitated unexpectedly—through accident, illness, or injury—and there is value in designating a surrogate decision maker for such emergencies.[213] But unlike older adults, young adults are on an upward trajectory of competence and independence, not a downward one.[214] The eighteen-year-old signing documents

209. *See supra* Part I.D.

210. *See* Mark J. Esposito & Stephen L. Sobey, *The Cold Truth About the Gifting Hot Power*, 105 MASS. L. REV. 122, 122 (2025) ("By definition, a principal who has lost legal capacity to manage his or her own affairs has also lost capacity to revoke a DPOA.").

211. *See id.* ("If an elderly person has named an [agent], often a trusted family member, and then suffers a cognitive decline, the [agent] is able to step in to manage the principal's affairs, avoiding the need for stressful, intrusive and expensive guardianship and conservatorship proceedings in court.").

212. *See id.* ("Practically speaking, the principal's incapacity vests the [agent] with vast power that is not likely to be subject to meaningful review unless guardrails have been erected in the text of the DPOA itself.").

213. *See* Brown, *supra* note 90 ("The biggest problem with both living wills and durable powers of attorney, however, is that few healthy, young adults plan ahead for catastrophes.").

214. *See* Terrell Woolfolk & Kathryn E. Miller, *The Violence of Bright Lines*, 93 FORDHAM L. REV. 1747, 1774 (2025) ("This period of continuing brain development roughly coincides

before college is not planning for decline; they are at the beginning of a period of rapid change during which they will develop greater capacity for independent judgment, accumulate life experience, form new relationships, and establish an identity increasingly separate from their family of origin.

This developmental trajectory creates two problems that open-ended powers of attorney fail to address. First, the person a young adult initially chooses as a surrogate decision maker is likely to change. The first-year college student who naturally designates a parent may, five or ten years later, have a spouse, a domestic partner, or a close friend who knows their values and preferences far better than a parent from whom they have grown more independent.[215] They may even have children of their own who would be affected by medical or financial decisions. Yet the power of attorney signed at eighteen remains in effect, granting authority to parents whose role in the young adult's life has diminished, while the people who have become central to that life have no legal standing.[216]

Second, the young adult's own preferences and values are likely to evolve substantially. The eighteen-year-old may hold views about medical treatment, financial risk, or end-of-life care that bear little resemblance to the views they will hold at twenty-eight or thirty-eight.[217] Although the power of attorney documents cede the most control to the young adult's parents, both FERPA and HIPAA waivers can also stymie the emerging adult's ability to fully engage in the developmental features of the emerging adulthood period: "identity exploration, instability, focus on the self, a feeling of being in transition, and a sense of possibilities."[218]

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with what psychologist Jeffrey Arnett has termed 'emerging adulthood,' which describes the developmental period between eighteen and twenty-five.").

215. Brown, *supra* note 90, at 1065 ("[T]wo percent of the people surveyed said that they would want a close friend to make decisions for them.").

216. *See id.* at 1067 (stating that "[m]any cases characterize the incapacitated adult as if she were a child, and accordingly proceed as if the parents or nearest adult relative were the natural choice for guardian or decisionmaker" but that "[i]f a person chooses to live with or love someone, or to live in a certain place or way while she is a competent adult, those choices should continue to be honored if she becomes incompetent").

217. *See* Ryan, *supra* note 116, at 1176 ("Emerging adulthood is a temporary state, through which anyone who lives to adulthood must pass.").

218. Goldfarb, *supra* note 1.

Educational records do not merely document compliance with external requirements imposed by parents or schools, but also show a young adult's chosen intellectual path and developing identity through the choice of classes, relative performance in such classes, and involvement in extracurricular activities.[219] Moreover, college educational records frequently intertwine with matters of acute personal sensitivity—therapeutic counseling documents, health and wellness center visits, accommodations for mental health or learning disabilities, and disciplinary proceedings involving allegations of sexual misconduct or substance use.[220] Granting parents unfettered access to such records undermines the student's emerging autonomy precisely when legal development theory and statutory law recognize that autonomy as deserving protection.[221] The privacy interest at stake is thus not merely informational but developmental: The ability to explore ideas, seek help, and make mistakes without immediate parental oversight is essential to the process of becoming an independent adult, and FERPA protects that process by vesting educational privacy in the student rather than in their parents.

Health information protected under HIPAA may similarly reflect the young adult's development and emerging adult identity.[222] College students are typically responsible for managing their own medical decisions, selecting their healthcare providers and insurance options—often for the first time without parental intermediation.[223] More significantly, the health information generated during college years frequently documents highly

219. *See* Vinson, *supra* note 139, at 436 ("[H]igher education institutions focus on critical thinking, problem solving, dealing with ambiguity, and student-centered learning.").

220. *See* Louis N. Schulze, Jr., *Balancing Law Student Privacy Interests and Progressive Pedagogy: Dispelling the Myth That FERPA Prohibits Cutting-Edge Academic Support Methodologies*, 19 WIDENER L.J. 215, 268 (2009) ("Academic support professionals frequently become aware of intimate details of students' personal lives that may be hindering their academic success.").

221. Vinson, *supra* note 139, at 435 ("The impact of having helicopter parents may have resulted in students' under-involvement in decision-making; reduced ability to cope; and lack of experience with self-advocacy, self-reliance, or managing personal time.").

222. *See supra* Part I.B.

223. Tovino, *supra* note 53, at 143 ("[O]nce postsecondary students arrive on campus, they are heavily persuaded by faculty, staff, and other university representatives to seek mental health care, reproductive health care, infectious disease, and other sensitive health services on campus, at the student health center.").

sensitive and identity-constituting medical encounters: mental health treatment for depression, anxiety, or trauma; contraceptive prescriptions and reproductive health services; substance use screening and addiction treatment; sexual health services; and screening or treatment for sexually transmitted infections.[224] College-age health records may therefore reflect the young adult's deeply personal choices about their body, sexuality, mental health, and medical decision-making capacity. Granting parents access to such records—particularly without the student's knowledge or fully informed consent—impairs the student's ability to seek necessary medical care, develop a trusting relationship with healthcare providers, and make autonomous health decisions about matters central to their developing identity and bodily autonomy.

Given the enormous changes in the lives, values, and identities of emerging adults, the absence of expiration dates for these documents becomes a liability when applied to young adults in transition. The waivers and power of attorney documents can persist, essentially forgotten, until circumstances bring them back into relevance—at which point they may no longer reflect the young adult's relationships, values, or preferences.[225] The parent who was the obvious choice for surrogate decision maker when the child left for college may, years later, be estranged or simply no longer the person the now-mature adult would trust with consequential decisions. Yet without affirmative revocation (which requires the young adult to remember the documents exist and take active steps to replace them) the original designation remains operative.

C. The Limits of Traditional Contractual Defenses

The risks identified in the preceding sections raise an obvious question: Why does existing law not already protect young adults from these harms? Contract law has long recognized that certain agreements, even if formally entered into by competent adults,

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224. *Id.* at 143-44.

225. *See* Barbara L. Atwell, *Rethinking the Childhood-Adult Divide: Meeting the Mental Health Needs of Emerging Adults*, 25 ALB. L.J. SCI. & TECH. 1, 17-18 (2015) ("In addition to making external life choices, emerging adults are also looking internally at their moral, ethical and religious values. They are beginning to focus on what holds meaning for them.").

should not be enforced because of defects in the bargaining process or the fundamental unfairness of the terms.[226] Yet these traditional doctrines offer little practical protection for young adults who sign parental-access documents they later regret—not because the doctrines are inapplicable but because the remedy they offer comes too late.

To be clear, these documents are not inherently exploitative. Many families likely use FERPA waivers, HIPAA authorizations, and powers of attorney in exactly the way their marketing suggests: to facilitate parental involvement during emergencies, to allow parents to assist with financial logistics when a student studies abroad, or to ensure that someone who knows the young adult well can make medical decisions if an unexpected illness or accident renders the student unable to communicate.[227] For well-functioning families in which parents respect their children's emerging autonomy and act in their children's interests, these instruments can serve valuable purposes.[228] The problem is not the documents themselves but rather the combination of information asymmetry, relational pressure, and the potential for changed circumstances or misaligned interests that can transform a helpful arrangement into a harmful one.[229]

Some traditional contract defenses might well apply in particular cases. A parent who tells a child that the documents are "just for medical emergencies" when they also grant sweeping financial authority may be making a misrepresentation of material fact.[230] The undue influence doctrine, which looks to subtle indications of impropriety and overbearingness that may indicate abuse of

226. The effects of this principle have led some to suggest that the age of majority should be once again raised to twenty-one. *See* Barnes, *supra* note 2 ("The age of majority should be returned to age twenty-one ... to protect minors from their own impulsive and foolish financial decisions and to protect them from the actions of potentially exploitative adults and commercial entities.").

227. *See Power of Attorney for Young Adults & Students*, ANDERSON ELDER L., https://www.andersonelderlaw.com/legal-documents-young-adults-students [https://perma.cc/Z9XM-Z6ND] (stressing the importance that adult children be "fully aware of and agree with the powers they are granting").

228. *See id*. ("The young adult should actively engage in POA discussions, understand the documents' implications, and feel comfortable with their decisions, fostering ownership and responsibility over their affairs.").

229. *See supra* Part III.A.

230. *See supra* text accompanying note 20.

bargaining power made possible by trust and confidence in the parties' relationship, could arguably reach situations in which a financially dependent young adult feels unable to refuse a parent's request without jeopardizing tuition payments or family harmony.[231] These doctrines exist precisely because the law recognizes that formal consent does not always reflect genuine autonomous choice.

Other defenses are less promising. For example, unconscionability—the doctrine that permits courts to refuse enforcement of agreements that are fundamentally unfair—requires a showing of both procedural unconscionability (defects in the bargaining process, such as unequal bargaining power or hidden terms) and substantive unconscionability (terms that are unreasonably favorable to one party).[232] Parental-access documents are unlikely to satisfy either prong. The documents are not typically presented in a high-pressure commercial context with take-it-or-leave-it terms; they arise in the familial setting where courts are particularly reluctant to second-guess private arrangements.[233] And the substantive terms are not facially unreasonable—they grant authority to act on the principal's behalf, authority that the principal could exercise themselves and that may genuinely serve the principal's interests.[234]

Duress requires an even stronger showing: a wrongful threat that leaves the victim with no reasonable alternative but to agree.[235] Parental disappointment, expressions of hurt, or even implicit threats to withdraw tuition support are unlikely to qualify as the

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231. *See* Daniel D. Barnhizer, *Inequality of Bargaining Power*, 76 U. COLO. L. REV. 139, 147 (2005) ("[T]he undue influence defense looks to more subtle indications of impropriety and overbearing that may indicate some abuse of the bargaining power made possible by the trust and confidence in the parties' relationship."); Gilat Juli Bachar, *Coercive Settlements*, 93 GEO. WASH. L. REV. 733, 765 (2025) ("[U]ndue influence ... protects weaker parties from overreaching and often involves a stronger party exploiting the other side's reduced capacity.").

232. *See, e.g.*, Ashford v. PricewaterhouseCoopers LLP, 954 F.3d 678, 684 (4th Cir. 2020) ("Unconscionability requires a showing that the contract was both procedurally and substantively unconscionable when made.").

233. *See* Ann Laquer Estin, *Love and Obligation: Family Law and the Romance of Economics*, 36 WM. & MARY L. REV. 989, 999 (1995) (explaining "traditional economic and legal analysis" treated "families as unitary and undifferentiated").

234. *See* Hernandez, *supra* note 5 (quoting a young adult explaining how he felt that the document package benefited him).

235. Bachar, *supra* note 231, at 766 ("This standard typically requires that the party asserting the defense prove that, as a result of the other party's improper threat, the 'circumstances permitted no other alternative' but—seemingly—to assent to the contract." (quoting Rumsfeld v. Freedom NY, Inc., 329 F.3d 1320, 1329 (Fed. Cir. 2003))).

kind of wrongful coercion that vitiates consent.[236] Lack of capacity is similarly unavailing; eighteen-year-olds are presumed to have full contractual capacity, and developmental immaturity—however well-documented by psychologists—is not a legal incapacity that permits rescission of an otherwise valid agreement.[237] Of course, this creates some tension in the basis of the parental-access framework. The documents bind the young adult precisely because the law recognizes them as a fully autonomous adult capable of making consequential legal decisions. Yet the documents are marketed as beneficial precisely because the young adult is not yet fully autonomous—still developing judgment, still benefiting from parental guidance, still needing assistance working with complex institutions, and still making life-changing decisions.[238] The law's recognition of capacity is what makes the agreement enforceable; the young adult's developmental reality of incomplete capacity is what makes the agreement seem necessary in the first place.

But the deeper problem with relying on contract defenses is not doctrinal—it is practical. These documents are fully revocable.[239] A competent principal can revoke a durable power of attorney or privacy waiver at any time, for any reason, simply by providing written notice.[240] FERPA and HIPAA authorizations are likewise unilaterally revocable.[241] This makes the voidability inquiry largely academic. A young adult who discovers that a parent has been misusing a financial power of attorney does not need to litigate whether the original consent was procured by fraud or undue influence; they can simply revoke the document and terminate the parent's authority going forward. Doctrines that render contracts voidable at the

236. *See id.* at 767 ("[A] plaintiff cannot prove a duress claim by simply stating that they were under economic duress to settle because they needed the money.").

237. *See* Ryan, *supra* note 116, at 1152-53 (pointing out that "support and control are both elements of the parent-child relationship" and arguing that parents who provide support beyond the age of eighteen may also expect additional control).

238. *See, e.g.*, *3 Reasons Why You Need a Power of Attorney (When You're Young)*, SCHMIEDESKAMP ROBERTSON NEU & MITCHELL LLP, https://www.srnm.com/3-reasons-why-you-need-a-power-of-attorney-when-you-re-young [https://perma.cc/5SGR-CJ5C] (explaining that POA documents can allow parents to help their children as they transition to adult responsibilities).

239. *See* Danylchuk, *supra* note 82 (explaining that both medical and financial powers of attorney "are revocable documents that can be changed as necessary").

240. *Id.*

241. *See infra* Part III.D.

aggrieved party's election add little when the young adult already possesses an unconditional right to revoke.

The real limitation is that revocation, like voidability, is an ex post remedy for an ex ante problem.[242] Neither voiding the document nor revoking it undoes the harm that occurred while it was in effect. Neither restores money withdrawn from a bank account, repairs credit damaged by debts incurred in the young adult's name, nor erases medical decisions made without informed consent. The practical question is not whether the young adult can terminate the arrangement—they can—but whether they will learn of the problem in time to prevent harm and whether they will know that revocation is an option.

The same ex post limitation applies to fiduciary duties. Agents under a power of attorney owe duties of loyalty, good faith, and care to their principals—but enforcement of those duties requires litigation.[243] A young adult who discovers that a parent has misused a financial power of attorney can, in theory, sue for breach of fiduciary duty. In practice, few will do so.[244] The financial and emotional costs of litigation against a parent are prohibitive for most young adults, and the amounts at stake—while significant to the young adult—may not justify the expense of legal action. Like voidability and revocability, fiduciary duty provides a remedy after harm has occurred.[245] It does little to prevent that harm in the first instance.

What would help is information when the forms are first signed. An attorney advising a client about a power of attorney would explain the scope of authority being granted, warn about potential risks, and emphasize that the client retains the power to revoke at

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242. *See* Lawrence B. Solum, *Procedural Justice*, 78 S. CAL. L. REV. 181, 186 (2004) ("From the ex ante perspective, the role of law is to provide a mechanism for the coordination of human conduct.").

243. Mark R. Caldwell, Elliott E. Burdette & Edward L. Rice, *Winning the Battle and the War: A Remedies-Centered Approach to Litigation Involving Durable Powers of Attorney*, 64 BAYLOR L. REV. 435, 443 (2012).

244. *See* William J. Brisk & Judith M. Flynn, *No Bad Deed Should Go Unpunished: Evaluation and Discovery of Cases of Financial Abuse of Elders*, 16 NAELA Q. 8, 9 (2003) ("Victims are often unable to pay for representation, are reluctant to sue people upon whom they continue to depend, and fear that disclosure of their predicament will subject them to ridicule or, even worse, guardianship or institutionalization.").

245. *See* Caldwell, Burdette & Rice, *supra* note 243, at 439-41.

any time.[246] But most young adults sign these documents without legal counsel—often at parental direction, in the midst of college preparations, alongside dozens of other forms.[247]

D. The Absence of Professional Safeguards

If families could afford individualized legal counsel, the dynamics surrounding these documents would be fundamentally different. The parental-access packages marketed online are presented to parents, framed around parental concerns, and sometimes accompanied by advice about how to secure a reluctant child's signature.[248] But if an attorney were preparing these documents—particularly the powers of attorney—the attorney's client would be the young adult, not the parents.[249] The young adult is the principal: the person granting authority, assuming risk, and whose interests the documents will affect.[250] This distinction matters enormously because of the professional obligations it triggers.

Under the Model Rules of Professional Conduct, an attorney owes duties to the client that would reshape how these documents are presented and executed. Rule 1.2 requires a lawyer to "abide by a client's decisions concerning the objectives of representation"—meaning the attorney must ascertain what the young adult wants, not simply effectuate what the parents have requested.[251] Rule 1.4 imposes a duty to communicate: The attorney must "reasonably consult with the client about the means by which the client's objectives are to be accomplished," explain matters "to the extent reasonably necessary to permit the client to make informed decisions," and ensure the client understands the implications of the documents they are being asked to sign.[252] An attorney preparing a

246. *See infra* Part III.D.

247. *See supra* text accompanying notes 18-20 (setting forth young adults' accounts of being asked to sign the documents).

248. *See supra* text accompanying notes 7-8 (demonstrating the advice given to parents on how to get their adult children to sign).

249. *See* ANDERSON ELDER L., *supra* note 227 ("While parents or guardians often initiate the Power of Attorney (POA) process for their college-age children, it's essential to recognize that the young adult is the client.").

250. *See supra* Part I.C (discussing the legal aspects of Power of Attorney documents).

251. MODEL RULES OF PRO. CONDUCT r. 1.2(a) (A.B.A. 2025).

252. MODEL RULES OF PRO. CONDUCT r. 1.4.

financial power of attorney for a young adult would be obligated to explain the scope of authority being granted, the risks of financial entanglement or exploitation, the lack of an expiration date, and the client's right to revoke at any time.

Even when parents pay for the legal services—as they likely would in this context—professional responsibility rules protect the young adult's interests. Rule 1.8(f) prohibits a lawyer from accepting compensation from a third party unless three conditions are met: "the client gives informed consent," "there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship," and "information relating to representation of a client is protected as required by [client confidentiality]."[253] The attorney's duty runs to the young adult, not to the parents who are paying the bill. If the young adult expressed reluctance to sign, or asked questions suggesting they did not fully understand or desire the arrangement, the attorney could not simply press forward at the parents' direction. The lawyer would be obligated to counsel the young adult about their options—including the option to decline—and to ensure that any documents executed reflected the young adult's informed and autonomous choice. Of course, the lawyer would also be obligated to explain the potential benefits of the documents, as well as the parents' legal right to cease financial support to an adult child, meaning that the child may find that the benefits of signing outweigh the risks, even if the child would otherwise prefer not to sign.

This professional framework would address many of the concerns identified in this Article. The information asymmetry between parents and young adults would be corrected by an attorney whose duty is to inform the young adult. The pressure to sign would be mediated by a professional obligated to ensure that the client's decision is voluntary. The risk of exploitation would be reduced by counseling about the scope of authority being granted and the mechanisms for revocation. And the mismatch between the documents' open-ended structure and young adults' developmental trajectory might prompt an attorney to recommend modifications —shorter durations, narrower grants of authority, or springing

253. MODEL RULES OF PRO. CONDUCT r. 1.8(f).

rather than immediately effective powers. But most families will not have access to this professional framework.[254] Legal fees for document preparation and counseling are beyond what many families can comfortably afford, and the online marketing of parental-access packages is designed precisely to bypass the need for individualized legal advice.[255] The result is that young adults sign consequential legal documents without the professional safeguards that would otherwise protect their interests.

IV. STRUCTURAL SAFEGUARDS FOR UNCOUNSELED TRANSACTIONS

The legal instruments discussed in this Article—powers of attorney, HIPAA authorizations, FERPA waivers—carry significant consequences for young adults and their families.[256] They allocate decision-making authority, create potential liability, and structure relationships in ways that may persist for years. Yet the vast majority of families will muddle through these legal complexities without the benefit of individualized legal advice.

This is not a new phenomenon. A decade ago, scholars began to recognize that social media and online communities were transforming how ordinary people access legal information and make legal decisions.[257] Middle-class individuals facing legal issues—those who earn too much to qualify for legal aid but too little to comfortably afford attorney fees—increasingly turn to online resources rather than lawyers.[258] They crowdsource legal advice from friends and strangers, use automated document-preparation services, and share experiences in online forums.[259] Some, like Reddit's "r/legaladvice,"

254. *See infra* Part IV (discussing how online-crowdsourced information often substitutes for financially unobtainable individualized legal advice).

255. *See infra* note 257 and accompanying text.

256. *See supra* Part I (discussing each of these instruments).

257. *See* Cassandra Burke Robertson, *The Facebook Disruption: How Social Media May Transform Civil Litigation and Facilitate Access to Justice*, 65 ARK. L. REV. 75, 97 (2012) (explaining that online communities "supply a tremendous amount of information, connectivity, and communication in ways that may empower self-represented litigants—and they do so at a time when the American middle class is under a great deal of economic pressure and faces substantial difficulty in paying for legal representation").

258. *See id.*

259. *Id.* at 85 (noting that in online communities, "some questions will either directly ask for legal advice or will indirectly reveal a need for legal advice").

are specifically set up to facilitate crowdsourced legal information.[260] The result is a democratization of legal information that is, at best, imperfect—accessible and affordable, but also uneven in quality and detached from the individualized counseling that attorneys traditionally provide.[261]

The market for parental-access documents exemplifies this dynamic. Companies marketing FERPA waivers, HIPAA authorizations, and powers of attorney maintain an aggressive presence in online parenting communities, reaching anxious parents at precisely the moment when their children are preparing to leave for college.[262] One student-affairs employee observed that questions about these document packages had become ubiquitous at summer orientation sessions with parents arriving already primed by social media marketing to believe that such documents were necessary and routine.[263] The marketing emphasizes peace of mind and emergency preparedness, framing the documents as prudent planning rather than as consequential legal instruments that shift rights and create potential liabilities.[264]

At the same time, online communities serve as informal forums for those who have questions or concerns about these arrangements. Young adults unsure whether to sign the documents their parents have presented, or uncertain about their legal obligations after a parent has used their credit, turn to Reddit's legal-advice forums

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260. REDDIT (r/legaladvice), *Front Page*, https://www.reddit.com/r/legaladvice/wiki/index/ [https://perma.cc/4S3Q-ZUQ2] (stating that "/r/legaladvice is a subreddit designed to answer simple questions and to explain simple concepts about the law," and offering the disclaimer that "/r/legaladvice is not a substitute for consultation with a local attorney who can give you specific advice on your situation. Rather, we are here to help steer you in the right direction and best determine if or how you should seek further advice.").

261. Robertson, *supra* note 257, at 86 (noting that in online forums, "[l]awyers who quickly dispense advice do not have time to fully investigate the facts; non-lawyers may lack information both about the facts and the law").

262. *See supra* Part II.C (discussing online marketing and the use of influencers and paid promotion).

263. *See* u/punkinholler, *supra* note 197.

264. *See, e.g.*, SCHMIEDESKAMP ROBERTSON NEU & MITCHELL LLP, *supra* note 238 (stating that "[y]oung adults are often extraordinarily busy," as college, a first career, a new city, and family life "are time-consuming endeavors, often while you are away from your support system and making your way in the world," and that "[h]aving full power of attorney allows someone else to handle issues for you as needed, including signing contracts, making financial decisions, etc.").

and similar online spaces.[265] The advice they receive varies widely in quality—some responses come from attorneys offering general guidance, others from well-meaning laypeople, and still others from individuals whose understanding of the relevant law is incomplete or mistaken.[266] The standard disclaimers ("I am not a lawyer" or "I am a lawyer but not your lawyer") offer little protection against the consequences of following bad advice.[267]

This information ecosystem creates a troubling asymmetry. Parents receive sophisticated, targeted marketing encouraging them to obtain comprehensive legal authority over their young-adult children.[268] Young adults who have concerns about these arrangements, or who find themselves facing the consequences of parental financial mismanagement, must find their way through a fragmented environment of online advice that may or may not accurately reflect their legal rights and options.[269] The parents are presented

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265. *See, e.g.*, u/SaturnGalaxy09, REDDIT (r/legaladvice), *I Just Turned 18 and My Parents Want Me to Sign Something That They Say Would Give Them Medical Power in Case I Was Incapcitaed ... [sic]*, (Sep. 21, 2023), https://www.reddit.com/r/legaladvice/comments/16oyuqq/i_just_turned_18_and_my_parents_want_me_to_sign/ [https://perma.cc/SK2K-9ZZF] (reporting that "today my parents told me that we're going to the bank tomorrow to sign paperwork. They told me it's so that if I were to be incapacitated that they would be able to make medical decisions for me," and originally questioning the scope of the documents; later reporting that they had refused to sign, and their parents had become angry and kicked them out of the house).

266. *See, e.g.*, *id.* (including various commenters urging the original poster not to sign at any cost; another commenter suggesting that signing might be helpful because "[y]our parents have your best interest at heart, and it would grant them peace of mind," and another reporting that they had also signed similar documents at their parent's request, but believed that it was ineffective because they "got him and the notary on tape acknowledging that [they were] being coerced").

267. Robertson, *supra* note 257, at 86 (acknowledging the risks of online legal advice but suggesting that "[i]f the genie cannot be put back in the bottle, then the best policy may be to counter bad or harmful legal advice with better advice").

268. *See supra* Part II.C (discussing online marketing efforts).

269. *See* u/SaturnGalaxy09, *supra* note 265 (discussing the various types of advice offered to one young person pressured to sign waivers and POAs); u/OptimisticJellyfishh, *supra* note 9 (reporting that "I wish I hadn't signed those documents" because "I do have parents who like to helicopter, and I am seeking to gradually decrease contact with them over the years (though they may not fully realize that part, it does anger them when I try to live more independently)," and asking for advice: "I shouldn't have signed those documents. Is there a way to get out of them? Do I need a lawyer?"); u/iwanttodieallday_, REDDIT (r/legaladvice), *My Parents Want Me (18F) to Sign a Power of Attorney* (Aug. 16, 2023), https://www.reddit.com/r/legaladvice/comments/15t9dhz/my_parents_want_me_18f_to_sign_a_power_of_attorney/ [https://perma.cc/V6AT-6VKW] (stating that "[w]hen I was first given the documents, I was

with polished, professional materials that make signing seem routine; in fact, many online sources urge parents to tell their children little about the legal effect of the forms and instead say that it is simply something "adults do" and that they should "just sign" it.[270] The young adults, on the other hand, are left to crowd-source guidance from strangers on the internet.

The normalization of these documents in online parenting communities may itself create pressure on families who might otherwise not have considered them. When "everyone" in the college-parents Facebook group is discussing which document package to purchase, the choice not to obtain such documents may feel like negligent parenting rather than a reasonable decision to respect a young adult's emerging autonomy.[271] Social proof operates just as powerfully in online communities as in offline ones, and the visibility of document-package marketing may create the impression that comprehensive parental access is both legally necessary and developmentally appropriate—even when neither is true.[272]

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told that it's so that they can take care of me if any medical emergency occurs," but discovering after reading the documents "there seems to be so many rights regarding finances/education/health/life that I will just be giving away to them, and it seems that the documents will give them a lot more power than what is defined out of what I understood," and asking whether it was true that they could "sign V.C. somewhere by my name to state that I'm not signing it willingly"); u/taxicabtoslowtown, *supra* note 20 (stating that their mother "kind of rushed me into signing a stack of documents she got from Mama Bear Legal Forms," explaining "that it was mostly just in case some medical emergency happened while I'm in college where I'm not able to make decisions for myself," and asking for advice: "I just want to know what these documents give them control over. I[']m [sic] pretty sure it gave them health and finance power of attorney. How much did I screw myself over by signing these? Am I able to reverse this?").

270. *See* Lee, *supra* note 7 (quoting a lawyer who recommends that parents have their children sign health and financial POAs at age eighteen, telling parents "Just say 'Happy birthday! Now sign this power of attorney'"); de Visé, *supra* note 8 (acknowledging that "[k]ids rejoice at officially entering adulthood and gaining a measure of freedom from their parents. Persuading them to give some of it back is a big ask," and suggesting that parents tell their children "[t]his is something that adults do," and that it "isn't about control" but "[i]t's about helping you").

271. *See supra* Part II.C (discussing the bilateral recommendations between the "Grown and Flown" parent group and Mama Bear Legal Forms).

272. Social pressure can come from in-person communications as well. One young adult reported that "at one of our family friend's barbecues my mom struck up conversation with the host's brother's wife about my coming of age" and learned about the "Mama Bear" documents; it did not sound bad to the young adult at first, when it was presented as a way "to make decisions if her daughter was medically incapacitated," but after reading it the young adult saw that "it gives her the rights to WAY more things." u/random12008483,

A. Mandating Clear Disclosures

One response to the information asymmetry between parents and young adults is to require clear, standardized disclosures that explain the effect of each document in plain English. As discussed above, this explanatory function would be ordinarily performed by an attorney if legal counsel were obtained—a lawyer counseling a client about a power of attorney would explain what authority the document grants, what risks it creates, and how the client can revoke it if circumstances change.[273] But in a world where most young adults will sign these documents without legal counsel, and where the documents are marketed to parents rather than to the young adults who will be bound by them, young adults signing such forms will rarely receive individualized advice. The young adult may be primed to sign whatever paperwork a parent presents—after all, college-bound students routinely sign documents at parental direction, from FAFSA forms to housing contracts to health insurance paperwork.[274] Companies marketing parental-access packages encourage parents to present the documents as routine, necessary for emergencies, and unremarkable.[275] Without clear disclosures, young adults may not understand that they are granting broad, ongoing authority rather than signing a routine administrative form.

Consumer-protection law offers well-established models for addressing this type of information asymmetry. Truth-in-lending disclosures require creditors to present key loan terms—interest rates, payment amounts, total costs—in standardized formats and plain language, ensuring that borrowers can understand and compare the obligations they are assuming.[276] The FTC's cooling-off

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REDDIT (r/legaladvice), *I Just Turned 18 and My Mom Is Pressuring Me to Sign "Mama Bear Legal" Papers* (July 22, 2025), https://www.reddit.com/r/legaladvice/comments/1m6lim9/i_just_turned_18_and_my_mom_is_pressuring_me_to/ [https://perma.cc/2JCT-U79L].

273. *See supra* Part III.D (discussing attorneys' ethical duties).

274. *See, e.g.*, u/OptimisticJellyfishh, *supra* note 9 (reporting that poster signed the documents nearly a year ago and came to regret it, but noting that their mother presented the documents "so matter-of-factly, I assumed it was something everyone did, like filling out the FAFSA").

275. *See supra* note 270 and accompanying text (highlighting online sites that urge parents to avoid children's resistance by providing only a minimum of information).

276. 15 U.S.C. § 1601(a) ("It is the purpose of this subchapter to assure a meaningful

rule for door-to-door sales requires sellers to provide a clear written explanation of the buyer's right to cancel the transaction within three days, including an attached cancellation form.[277] These disclosure regimes recognize that certain transactions carry significant consequences, that the parties may have unequal access to information, and that standardized, plain-language explanations can help less-informed parties make meaningful decisions.[278]

Similar disclosures could be required for powers of attorney and privacy waivers marketed to young adults. A financial power of attorney disclosure might state, in prominent type: "This document allows the person you name to access your bank accounts, take out loans in your name, and manage your finances. You may be responsible for debts they incur. This authority does not expire unless you revoke it in writing." A FERPA waiver disclosure might explain: "This document allows your parent to access your grades, disciplinary records, and financial-aid information without asking your permission each time. You may revoke this authorization at any time by notifying your institution in writing." Such disclosures would not prevent young adults from signing documents they later regret but they would ensure that the decision to sign is an informed one made with an understanding of the authority being granted and the mechanisms available for revocation. Finally, there

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disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and ... to protect the consumer against inaccurate and unfair credit billing and credit card practices."); *see also* Kelly W. Cline, *After All This Time: An Analysis of the Recent Trend to Extend Truth-in-Lending-Style Disclosures to Commercial-Financing Transactions*, 45 CAMPBELL L. REV. 195, 233 (2023) (explaining that the Truth in Lending Act's disclosure provisions have inspired additional legislation, especially at the state level, requiring "commercial-financing lenders to provide certain disclosures to prospective borrowers").

277. 16 C.F.R. § 429.1(a) (requiring that the disclosure be in bold face type of at least 10 points and that "in the event of cancellation the buyer must be able to retain a complete copy of the contract or receipt"); *see also* United Consumer Fin. Servs. Co. v. Carbo, 982 A.2d 7, 18 (N.J. Super. Ct. App. Div. 2009) ("Pursuant to 16 *C.F.R.* § 429.1(a), a seller at any door-to-door sale commits 'an unfair and deceptive act or practice' if the seller does not inform the buyer of his or her right to 'cancel th[e] transaction at any time prior to midnight of the third business day after the date of this transaction.'" (alteration in original)).

278. Adam J. Levitin, *Predatory Small-Business Lending: Market and Regulatory Failures*, 42 YALE J. ON REGUL. 732, 779 (2025) (explaining that the Truth in Lending Act's disclosure requirements became "the centerpiece of American *consumer* credit regulation" that allowed for parties to truly understand the costs of the credit offers and make better informed decisions).

should be a clear disclosure on each form stating that the young adult can choose to revoke the forms at any time and for any reason and should include clear instructions for how to do so.

B. Requiring Expiration Dates

A second reform would require that powers of attorney and HIPAA authorizations signed by individuals under the age of twenty-six expire automatically after a defined period—perhaps three or five years—unless affirmatively renewed. This requirement would apply only to documents executed after the effective date of the legislation, preserving settled expectations for documents already in force, and would not affect documents executed by individuals twenty-six or older, for whom the traditional open-ended structure remains appropriate. FERPA waivers present less concern on this dimension as their practical relevance typically ends when the student graduates or leaves the institution—an event that will occur for most students long before the age of twenty-six.[279] Powers of attorney and HIPAA authorizations, by contrast, remain operative indefinitely and across all institutions, making expiration dates far more important for those instruments.[280]

The age threshold of twenty-six deliberately parallels the Affordable Care Act's provision allowing young adults to remain on their parents' health insurance until that age.[281] That milestone already represents a recognized transition point in the parent-child relationship—a moment when the law acknowledges that the period

279. For first-time students attending a four-year college, 60 percent will graduate within six years. Clare McCann, *Perception vs. Reality: The Typical College Student*, NEW AM., https://web.archive.org/web/20240804020115/https://www.newamerica.org/in-depth/varying-degrees-2017/perception-vs-reality-typical-college-student/ [https://perma.cc/K5MX-U2ZR]. After eight years of starting college, only 7.3 percent will still be enrolled. NAT'L STUDENT CLEARINGHOUSE RSCH. CTR., COMPLETING COLLEGE: A NATIONAL VIEW OF STUDENT ATTAINMENT RATES—FALL 2010 COHORT 57 (Dec. 2016), https://files.eric.ed.gov/fulltext/ED580301.pdf [https://perma.cc/4GKZ-P5Q4].

280. Schools may also have their own expiration dates within waiver forms. *See* Lee, *supra* note 7 (noting that some schools may require students to sign a new FERPA release form each semester).

281. 42 U.S.C. § 300gg-14; *see* Wendy Netter Epstein, *Private Law Alternatives to the Individual Mandate*, 104 MINN. L. REV. 1429, 1441 (2020) (stating that allowing young adults to stay on their parents' plan until age twenty-six allowed approximately two million uninsured individuals to obtain health insurance).

of extended quasi-dependence characteristic of emerging adulthood is expected to conclude.[282] It is also a moment when questions of parental access to health information become practically salient: Once a young adult is no longer covered by a parent's insurance plan, the parent's need for medical information diminishes, and the young adult is likely to be managing their own healthcare relationships.[283] An expiration date tied to this transition creates a natural occasion for reassessment.

The rationale for expiration dates reflects the developmental trajectory that distinguishes young adults from the older population for whom durable powers of attorney were designed. An elderly person executing a power of attorney anticipates potential future decline; the open-ended nature of the document serves their interest in ensuring continuity of decision-making authority if and when incapacity occurs.[284] A young adult, by contrast, is not planning for decline but rather going through a period of rapid change. The person they would choose as a surrogate decision maker at eighteen may not be the person they would choose at twenty-eight after a decade of independence, new relationships, and evolving values.[285] Automatic expiration ensures that the documents reflect the young adult's current circumstances and preferences rather than choices made during a period of transition that may no longer apply.

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282. *See* Valarie K. Blake & Jessica A. Haught, *Health Care at a Price: The Impact on Young Adults' Medical Privacy and Autonomy of Being Covered on Their Parents' Health Insurance Until Age Twenty-Six*, 51 FAM. L.Q. 303, 307 (2017) ("One reason for the high uninsured rates was a growing inability to live financially independently from one's family until well into one's twenties, a situation that was made worse, perhaps, by economic recessions, low-wage jobs, and high educational debt."). This age also parallels other indicia of full maturity, as one scholar has explained, "the framers made twenty-five the minimum age for serving in the House of Representatives," and "most states have set a minimum age of twenty-five or thirty to serve as governor." Woolfolk & Miller, *supra* note 214, at 1775.

283. Blake & Haught, *supra* note 282, at 313 (explaining that even though "[p]arents are typically able to access the protected health information (PHI) of their children until they reach the age of eighteen," the insurance company's Explanation of Benefits documents provide significant information about the health information of all individuals covered on the family plan).

284. Ronald R. Volkmer, *Nebraska's Real Property Transfer on Death Act and Power of Attorney Act: A New Era Begins*, 46 CREIGHTON L. REV. 499, 505 (2013) (noting that the purpose of the Uniform Power of Attorney Act was to enable "people to deal with their property by providing a power of attorney in case of future incapacity").

285. *See supra* Part II.B (explaining how changing circumstances are likely to affect the choices young adults make as they age).

Expiration also addresses the problem of documents that are simply forgotten. A young adult who signs a parental-access package before college may never think about those documents again—until a medical crisis or financial dispute brings them back into relevance, potentially years or even decades later. By that time, the young adult may have a spouse, a domestic partner, or close friends who know their values and preferences far better than parents from whom they have grown distant. They may have children of their own whose interests would be affected by medical or financial decisions. Yet without affirmative revocation, the original parental designation remains operative. Automatic expiration shifts the default: Rather than requiring young adults to remember to revoke documents they signed years earlier, it requires affirmative renewal by someone who has had time to develop the judgment and life experience to make a meaningful choice.

Importantly, this reform would not prevent young adults from signing new documents granting parental access or from renewing that access after the initial documents expire. It would simply create a pause point—an opportunity to reconsider, with the benefit of additional maturity and life experience, whether the original arrangement still reflects the young adult's wishes. Those who wish to continue the arrangement can do so; those whose circumstances have changed can name a different agent or allow the documents to lapse. Either way, the decision is made by someone better positioned to evaluate its consequences than the eighteen-year-old who signed the original documents at parental request before leaving for college.

C. Creating a Limited Power of Attorney

A third statutory reform—more complicated than the first two but worth considering, especially if the trend toward using young adult powers of attorney continues to grow—would be for states to create a specialized, limited form of financial power of attorney designed specifically for young adults.[286] Such an instrument might grant

286. The Uniform Power of Attorney Act (UPOAA) went through substantial discussion, consultation, and review through the Uniform Law Commission (ULC) process. *See* UNIF. POWER OF ATT'Y ACT prefatory note (UNIF. L. COMM'N 2006). Because a limited power of

agents authority to perform routine financial tasks on the principal's behalf—accessing bank accounts, paying bills, managing financial aid disbursements, and handling logistics when a student studies abroad—while restricting the agent's ability to incur debt in the principal's name without the principal's contemporaneous involvement and without access to the full sphere of power that might be needed for incapacity (for example, while access to "digital assets" might help caregivers protect the interests of an individual no longer able to navigate online spaces individually, it would be less helpful for young adults—and perhaps more likely to create relationship problems—if parents have full access to the online spaces still used by their adult children).

Under this model, a parent serving as agent could monitor accounts, transfer funds, and manage day-to-day financial matters, but could not open credit cards, take out loans, enter into other debt obligations, or access email and online social accounts without the young adult's co-authorization. In effect, the limited power of attorney would require the principal to become a co-signer on their own debt, explicitly authorizing the agent's action and agreeing to take responsibility for it—ensuring that the young adult is aware of and involved in financial decisions that will affect them for years to come. This structure departs from traditional power-of-attorney design, which contemplates that the agent may need to act unilaterally precisely because the principal cannot participate. But that

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attorney for young adults would be a substantial change from current practice, it would likely benefit from similar development. *See* Charles W. "Rocky" Rhodes & Cassandra Burke Robertson, *A New State Registration Act: Legislating a Longer Arm for Personal Jurisdiction*, 57 HARV. J. ON LEGIS. 377, 417 (2020) ("The ULC's vetting process has been fine-tuned over more than a century and, unlike that of some private legislative reform groups, is highly transparent, with outside observers and interested third parties invited to observe the proceedings and offer comments and suggestions as a model act is developed by a subset of commissioners."). The ULC process generally begins with a study committee charged with determining if uniform legislation is warranted. *Id.* If there is support to move forward, the ULC moves to a drafting committee that consults national experts and develops either uniform or model legislation. *Id.* at 408. The model legislation then moves for consideration by the larger ULC body, which contains commissioners from each state and territory. If passed by the ULC, the model legislation then becomes available for individual states to consider through their legislative processes. The UPOAA, for example, has been adopted by thirty-two states. *See Power of Attorney Act*, UNIF. L. COMM'N (July 21, 2026, at 19:04 UTC), https://www.uniformlaws.org/acts/catalog/current/p [https://perma.cc/DL43-NG3W] (click "Power of Attorney Act").

traditional design assumes a principal who is or will become incapacitated. Young adults are not typically planning for incapacity; they are going through a period of transition during which parental assistance may be welcome but parental control over consequential long-term obligations is not.

The co-authorization requirement responds directly to the pattern of financial entanglement illustrated in the cases discussed above. Parents who open credit accounts in their children's names—whether with good intentions or exploitative ones—create obligations that the young adult must ultimately bear. A limited power of attorney would allow families to maintain the financial cooperation that many find valuable during the college years while protecting young adults from debts incurred without their knowledge or meaningful consent. It preserves the convenience of parental access while requiring that the young adult remain involved in decisions with long-term financial consequences.

This limitation need not apply to springing powers of attorney that become effective only upon the principal's incapacity. If a young adult is genuinely unable to participate in financial decisions due to illness or injury, a surrogate decision maker must be empowered to act unilaterally, including with respect to debt if circumstances require. There is no reason that a young adult could not plan for such an event, whether it was seen as likely or unlikely, and plan for who would exercise authority in the event of their incapacity.[287] By contrast, the co-authorization requirement would apply only to immediately effective powers of attorney—instruments that operate while the young adult retains full capacity to be involved in their own financial affairs. For these documents, the question is not whether the principal can participate but whether the legal structure requires them to.

States considering this reform would be acknowledging what the cases and examples in this Article illustrate: Debt is an especially

287. *See* Anderson, *supra* note 91, at 286-87 (acknowledging that young people who do not contemplate serious injury are less likely to execute power of attorney documents that would allow others to make decisions about their treatment in the event of incapacity, and explaining how such a process would have helped resolve the case of Nancy Cruzan, who was seriously injured in a car accident in her early 20s and left in a persistent vegetative state for years while litigation over her parent's ability to remove artificial nutrition and hydration wended through the courts).

fraught issue between young adults and their parents, and the consequences of parental financial decisions fall most heavily on the young adult whose credit and future are at stake.[288] A limited power of attorney would channel parental involvement toward assistance rather than control, supporting the young adult's burgeoning independence rather than undermining it.

CONCLUSION

Not every family that uses these documents will experience problems. For many young adults, the parental-access package operates exactly as advertised: a safety net that allows parents to help when help is needed. As one college student put it after signing the documents with his mother, "The biggest thing for me is my mom can still hold my hand and help me through my formative years of becoming an adult as long as I need help in the future. I don't see the harm in it."[289] He reported having a great relationship with his mom and said that he could not imagine her using her new legal access to pry into his life.[290]

But not every young adult has that relationship. And even well-intentioned parents may use these documents in ways their children did not anticipate. For example, Professor Jennifer Hendricks has expressed concern that a HIPAA authorization marketed as emergency protection "could inform mom and dad that their child is talking to a therapist, taking birth control or going to the health center for a nasty hangover."[291] Likewise, some parents already feel entitled to take on debt in their children's names without legal authority. These documents would give them the legal authorization to saddle children with debt obligations that they did not affirmatively agree to.[292] The gap between what young adults think they are signing and what the documents actually permit is where the harm occurs.

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288. *See supra* Part III.A (discussing the risks of financial exploitation).
289. Hernandez, *supra* note 5.
290. *Id.*
291. *Id.*
292. *See supra* Part III.A.

The problem is not that these documents exist. Rather, what is problematic is that young adults sign them without understanding what they are agreeing to—and without the legal counsel that would ordinarily provide that understanding. Lawyers are not realistically in the picture for most families.[293] But parents very much are, and companies know how to reach them. When one mother saw Mama Bear marketing across her social media feeds, she said it felt like the answer to anxieties that had been building since her son's illness.[294] That is effective marketing. It is also a reason to worry about whether the young adults on the other end of these transactions are adequately protected.

The reforms proposed in this Article are relatively moderate. They do not prohibit families from making these arrangements. They do not second-guess parental motives or question the value of continued parental involvement in young adults' lives. Rather, they attempt to ensure that young adults understand what they are signing before they sign it and to limit the harm that can occur when disputes do arise. First, mandatory disclosures can provide the information that legal counsel would otherwise supply. Second, automatic expiration at age twenty-six can ensure that documents signed during the transition to adulthood do not linger into a life stage where they no longer make sense. And finally, a limited power of attorney can preserve the benefits of parental financial assistance while protecting young adults from the most serious risk these documents create: debt incurred without their knowledge or meaningful consent.

293. *See supra* Part III.D.

294. Hernandez, *supra* note 5.