2016 | VOLUME 1

Construction In Brief

A quarterly publication brought to you by COHEN SEGLIAS PALLAS GREENHALL & FURMAN PC

The Pennsylvania Superior Court Makes it Easier for Contractors to Sue Design Professionals for Faulty Plans and Specifications

By Anthony L. Byler and Allie J. Hallmark

Accurate and comprehensive design plans are critical to preparing competitive bids and to successfully building safe structures that meet owner expectations. Because contractors rely on these designs, Pennsylvania law provides a remedy against design professionals whose negligent design causes unanticipated costs on a project. Based on this principal, the Pennsylvania Superior Court in *Gongloff Contracting, LLC v. L. Robert Kimball & Associates, Architects and Engineers, Inc.* recently held in favor of a subcontractor on its claim against an architect for providing poor and faulty design plans on a university construction project, even though the subcontractor did not identify in its complaint the particular aspect of the design that was false. The Court's decision makes it easier for contractors (and subcontractors) to initiate a direct claim against a design professional for negligent misrepresentation, often referred to as a *"Bilt-Rite"* claim.

Negligent Misrepresentation under *Bilt-Rite*

To fully appreciate the impact of the recent Gongloff case, it is helpful to understand the 2005 Pennsylvania Supreme Court's decision in *Bilt-Rite Contractors, Inc. v. The Architectural Studio*. In *Bilt-Rite*, the Court held that a contractor was permitted to pursue claims for negligent misrepresentation directly against a design professional if the contractor was damaged by relying on faulty design plans and specifications.

The *Bilt-Rite* decision was the first of its kind in Pennsylvania to provide an avenue for contractors to obtain relief directly against design professionals with whom they had no direct contract. Prior to *Bilt-Rite*, contractors were generally unable to bring actions against design professionals for faulty plans.

The facts of *Bilt-Rite* are typical in construction: The owner, East Penn School District, hired the design professional, The Architectural Studio (TAS), to prepare the design for the construction of a new school. The design included plans, drawings, and specifications. These were submitted to contractors for the purpose of preparing bids for the project. Bilt-Rite submitted its bid for general construction work based upon TAS's design and was ultimately awarded the general construction contract by the School District as the lowest responsible bidder.

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What's New

Brief Note:

Greetings from the Editorial Team at Construction In Brief! Do you know how a Board of Advisors could benefit your company? Roy Cohen provides some good advice when considering this option. This issue will also introduce our newly expanded Pittsburgh team, as well as highlight the opening of our DC office! We are also covering a recent decision in the Pennsylvania Superior Court that will help contractors in disputes against design professionals. We would like to give a warm welcome to our new Associate Editor, Allie Hallmark. Enjoy the first 2016 edition of Construction In Brief!

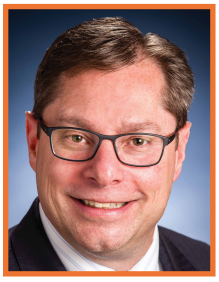
Ashling
Co-Editor-in-Chief

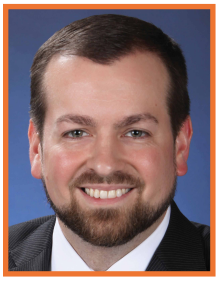
Jennifer
Co-Editor-in-Chief

Allie
Associate Editor

By Kerstin Isaacs

New Faces





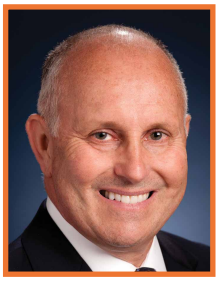
We are pleased to welcome three new attorneys in our Pittsburgh office!

Brian Lawton joins the Pittsburgh office as a Partner focusing on Energy & Utilities and Business Transactions. Brian's practice covers drafting and negotiating of contracts for the provision of goods and services, real estate matters, structuring credit facilities, entity selection, technology exchange, and distributor/sales agency relationships. He assists oil and gas companies, landowners and royalty owners in transactions and litigation matters relating to the production and transportation of oil and gas. He also advises clients concerning oil and gas leases, surface use agreements, pipeline right-of-ways and mineral title matters.

James McNally joins the Pittsburgh office as a Partner focusing on Commercial Litigation and Creditors' Rights. He represents financial institutions, mortgage loan servicers, collection agencies and law firms in defending claims, including class action claims, in state and federal courts throughout Pennsylvania. James also assists clients with regulatory compliance matters, including responding to governmental and regulatory investigations, reviews and inquiries. He represents financial institutions and other creditors in commercial loan workouts, including foreclosure actions, commercial litigation, bankruptcy proceedings, equipment auctions, receiverships, documenting workouts, drafting forbearance agreements, and restructuring and modifying loans.

James McGraw joins the Pittsburgh office as an Associate focusing on Construction, Labor & Employment, and Commercial Litigation. Jim counsels clients on a variety of construction-related issues with an emphasis on projects involving public entities. He also represents employers in labor and employment disputes. Jim is an experienced advocate at trial, civil arbitration, and mediation. In addition to his litigation practice, Jim has served as Solicitor and Special Counsel to municipalities, school districts, and public officials.

Awards



Wayne Buckwalter was named a Five Star Financial Services Professional! The Five Star award is based on a rigorous, multifaceted research methodology, which incorporates input from peers and firm leaders along with client retention rates, and industry experience. Wayne was one of only eight estate planning attorneys in the Philadelphia area to receive the award this year.

Labor and Employment Law Seminar — Save the Date!

Please Save the Date for our Annual Labor & Employment Law Seminars this Spring.

April 27 at the Racquet Club of Philadelphia
May 4 at the Hershey Country Club
May 12 at the Omni William Penn Hotel in Pittsburgh

More details to come soon!

Correction

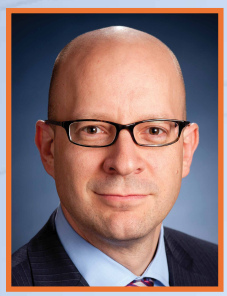
In "Up in the Air", which appeared in the last issue of Construction In Brief, there was an error in the drone weight mentioned in the article. We incorrectly said "Presently, the FAA allows for the recreational, not commercial, use of drones weighing under 55 lbs., as long as the drones are not flown more than 400 feet above ground and not operated without permission near an airport or otherwise in a location that may interfere with air traffic." The weight referred to in this section should have been **.55 lbs.** We apologize for this error.

Kerstin is the Firm's Marketing Director. She can be reached at (215) 564-1700 or kisaacs@cohenseglias.com.

PA Superior Court Makes it Easier for Contractors to Sue

Continued from Page 1…

By Anthony L. Byler and Allie J. Hallmark



During the project, Bilt-Rite discovered that TAS's design for the aluminum curtain wall system could not be constructed using normal and reasonable construction methods. Instead, Bilt-Rite had to employ special means and methods to construct the curtain wall, resulting in increased construction costs.

Bilt-Rite sued TAS, arguing that it had a right to rely upon the representations in TAS's plans that Bilt-Rite could perform the curtain wall work using normal and reasonable construction methods. This representation, according to Bilt-Rite, was false, and constituted a negligent misrepresentation.

The Pennsylvania Supreme Court agreed with Bilt-Rite, and decided that a design professional who supplies design plans and specifications makes a representation that he or she has used reasonable skill and care in preparing the design that contractors may rely upon when submitting their bids. When the design professional knows that the design will be used by contractors but fails to use reasonable care in supplying the design, the design professional may be liable for negligent misrepresentation.

According to the Court, a contractor states a *Bilt-Rite* claim for negligent misrepresentation by alleging and proving the following:

1. The defendant [design professional] is one who, in the course of his business, profession, or employment, or in any other transaction in which he has a pecuniary [financial] interest, supplied false information for the guidance of the plaintiff [contractor] in its business transactions;

2. The design professional failed to exercise reasonable care or competence in obtaining or communicating the information;

3. The contractor was one of a limited group of persons for whose benefit and guidance the design professional intended to supply the information, or through whom the design professional intended the information to be supplied;

4. The contractor relied upon the information in connection with a project or transaction and the design professional intended the contractor to rely upon the information;

5. The contractor justifiably relied upon the design professional's information; and

6. The contractor suffered monetary loss as a result of its reliance upon the design professional's false information.

An important issue left unaddressed by the Supreme Court in *Bilt-Rite* was whether a contractor was required to identify *with particularity* the aspects of the design professional's design that were false or faulty in order to state a claim. This is the issue recently taken up by the Superior Court in *Gongloff*.

The Gongloff Case

Gongloff was a sub-subcontractor hired to erect a steel structure as part of the construction of a convocation center at the California University of Pennsylvania, located in California, Pennsylvania. The project was designed by L. Robert Kimball & Associates, Architects and Engineers, Inc. (Kimball). Like the contractor in *Bilt-Rite*, Gongloff did not have a direct contract with the design professional. During the project, Gongloff learned that Kimball's never-before-utilized roof system design was not adequate to bear the specified construction loads. Gongloff submitted 81 change order requests during the project to address structural inadequacies and incurred thousands of dollars in costs performing additional work beyond the scope of its original bid. When Gongloff was not paid for all of its additional work, it eventually left the job and filed a complaint against Kimball for negligent misrepresentation pursuant to *Bilt-Rite*.

Kimball sought to dismiss the lawsuit, arguing that the *Bilt-Rite* rule requires contractors to identify a particular express negligent misrepresentation, such as a false statement made by the design professional, directly to the contractor. When Gongloff struggled to do that, Kimball claimed that the failure to identify a specific false communication made by Kimball prevented Gongloff from pursuing a negligent misrepresentation claim against it. The trial court agreed with Kimball and granted judgment on the pleadings in Kimball's favor.

On appeal, the Pennsylvania Superior Court reversed the trial court's ruling and held that a design professional's design can itself be construed as an "actual representation" to the contractor that its design will result in a successful project if followed. Therefore, the contractor is not required to identify a specific misrepresentation in the design professional's design documents or communications. Instead, it was sufficient that Gongloff alleged that Kimball's design drawings regarding the roof system were inadequate, faulty, improperly designed and false.

What is the importance of Gongloff?

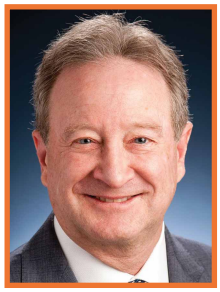
The Court in *Gongloff* clarified the requirements set forth in *Bilt-Rite* and made it easier for contractors to initiate claims against design professionals. Now, it is unnecessary for the contractor to identify in its complaint a particular negligent communication or representation made by the design professional to the contractor, which is something that can be difficult to articulate and fully appreciate at the commencement of litigation. Although it is ultimately the burden of the contractor, with the help of an expert, to prove that the design was false or faulty, the Superior Court provided some relief to contractors who are unable at the time of the filing of their complaints to identify the exact false elements of the faulty design with specificity.

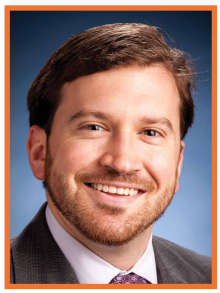
While *Bilt-Rite* and *Gongloff* provide a direct remedy against design professionals, it is not the exclusive remedy for contractors who suffer losses on a construction project. A *Bilt-Rite* claim is but one of many claims that can — and often should — be asserted in litigation or arbitration against potentially responsible parties.

Tony is a Partner with the Firm and Allie is an Associate, both practicing in the Construction Group. They can be reached at (215) 564 -1700, tbyler@cohenseglias.com or ahallmark@cohenseglias.com.

Do You Need an Outside Board of Advisors?

By Roy S. Cohen and Daniel E. Fierstein





Are you starting to think about transitioning leadership and/or ownership to the next generation in your company? Is the next generation really ready to assume those responsibilities? Are you the only role model the next generation has to follow? Is it possible the next generation would benefit from some new ideas and the introduction to new contacts as they begin to prepare to assume control of your company? If the answer to any of these questions is "yes," then perhaps you need an outside Board of Advisors.

Increasingly, many of the companies that our firm works with have asked us to join with an outside accountant and bonding agent, both experienced in construction, to help guide the next generation of company leaders. What does an outside Board of Advisors provide? It provides: (1) decades of experience in the construction industry coming from different perspectives; (2) hundreds, if not thousands, of contacts with other construction firms that can provide synergy and/or a pipeline of potential clients for the company; (3) ideas taken from other similarly-situated construction companies to provide a fresh approach and new ideas as to how the company can be structured to market and maximize profits; (4) a buffer between the generations to limit the friction that occurs when a new generation starts exerting its influence; and last, but not least, (5) help in developing a business plan that will force the new generation of leaders to define clearly how the company should be positioned and on what markets the company should concentrate.

How does a Board of Advisors work? Meetings are held either quarterly or semi-annually for a part of a day or an entire day. At each meeting, the current leadership explains the present financial status of the company and a discussion ensues about other options (markets, personnel, new technology, etc.) that the Board has seen while representing others. Boiled to its essence, the Board of Advisors provides a company with peer review and guidance, without joining a peer group. The Board of Advisors can do in-house seminars on issues such as contract negotiations, claims documentation, proper accounting methodology, and the company's standing in the marketplace. Moreover, the Board of Advisors, by being more involved (rather than only being called after a problem has arisen) can help guide the company away from pitfalls before they happen.

Cohen Seglias currently sits on the Board of Advisors of many companies in the construction industry, both locally and nationwide, and has seen firsthand the fruits that a Board of Advisors can bear to members of the construction industry. If you are interested in learning more about how a Board of Advisors could work for your company, do not hesitate to contact our firm.

Roy is a Partner with the Firm and Dan is an Associate, both practicing in the Construction Group. They can be reached at (215) 564 -1700, rcohen@cohenseglias.com or dfierstein@cohenseglias.com.

Celebrating the opening of our new Washington, DC Office!

Clients and friends of the firm gathered to celebrate the merger with Paul Thaler's firm and the opening of our office space at 1828 L Street, NW.

Kingdon Gould, Jr. of Gould Properties, Raymond Sczudlo of Sczudlo Advisors LLC, and Paul Thaler

Jason Tomasulo and Warren Hamilton of J. Vinton Schafer & Sons, Inc.

Ed Seglias and Doug Abbott of Abbott Development Group LLC

Michelle Crawford and Eric Toth of Technologists, Inc.

Your Contract has a Liquidated Damages Clause:

Now What?

By George E. Pallas and Matthew L. Erlanger

Imagine this common scenario: you have completed your work as a contractor on a construction project, your contract with the owner contains a liquidated damages (LD) clause, there are delays on the project, and you receive notice on behalf of the owner that you are going to be assessed liquidated damages. What should you do now? Aside from contacting your attorney, should you immediately write a check to the owner? The answer is no. Just because the owner put you on notice of its intention to assess LDs, does not mean that you are liable. Instead, there are multiple defenses that you, as a contractor, may have to the assessment of LDs.

By way of brief background, LD clauses are common in construction contracts, including the standard-form contracts of the American Institute of Architects. These clauses typically require a contractor to pay a fixed sum, for instance $500 per day, for each day of delay in completion of the project. In most jurisdictions, including Pennsylvania and New Jersey, an LD clause is enforceable provided that the LD amount represents a reasonable estimate of damages in the event of a delay, rather than a penalty. There are two typical defenses to the assessment of LDs: 1) the delays on the project were not the contractor's fault; and 2) the LD amount is unreasonable.

Regarding the first defense, it is well-settled law that an owner may not retain LDs for the portion of a delay attributable to the owner's actions. So, any periods of delay that are caused by the owner, should be deducted from the LDs assessed. Additionally, if there are other delays not within the contractor's control, such as delays caused by 1) extreme weather (categorized as an "Act of God"); 2) certain unforeseen site conditions; or 3) another contractor, there may be a basis to have the LD amount reduced for those portions of the delay.

Preparing this defense begins at the time of the delay. You should keep detailed documentation pertaining to periods of delay and advise the owner in writing regarding periods of delay that are not your responsibility.

Regarding the second defense, the LD amount must be a reasonable forecast of the owner's damages due to delay. While this seems straightforward, it has become increasingly common for an owner or its representative to choose a standard amount in all of its contracts, whether it be $500 or $1,000 per day, without actually performing any analysis estimating likely damages. This is improper and is a basis to have the assessment of LDs invalidated.

Similarly, an LD clause can be invalidated if a contractor can show that the LD amount is not tied to the amount of damages expected or actually incurred. For instance, if the owner identifies the purpose of the clause to "insure adherence to the schedule" or to "encourage the contractor to complete the project on time," this is improper. Additionally, in some states, like New Jersey, where the LD amount assessed is "grossly disproportionate" to the actual damages sustained, a court may invalidate the assessment of liquidated damages.

Some owners may also attempt to assess both LDs and actual damages for the period of delay. In fact, some contracts may contain language allowing the owner to do so. But, an owner is not entitled to a double recovery. As a result, if the LD clause is enforceable, then the owner only can recover LD damages for the period of contractor-caused delay, not actual damages. If the LD clause is unenforceable, then the owner is required to prove its actual damages for the period of contractor-caused delay. Thus, even if the owner's notice of intent threatens LDs and actual damages, the owner is not entitled to both.

In addition to the two most typical defenses to an assessment of LDs, there also may be defenses found in the contract itself. For instance, the owner may have been required to meet certain notice requirements. If those requirements were not met, then the assessment can be challenged on this basis.

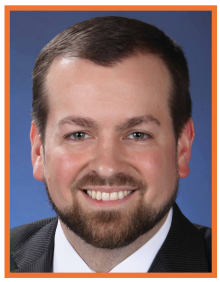
Also, it is possible that the owner could be considered to have waived its ability to assess LDs through its conduct. Specifically, if the owner authorized a shutdown of a project for the winter with construction to resume in the spring, the owner likely waived its ability to assess LDs for the shutdown period. Under this scenario, it is advisable to confirm in writing at the time of the delay that LDs will not be assessed.

In short, there are a number of valid defenses to the assessment of LDs, but those defenses form at the time of the delay. In order to protect your business, it is crucial that you know how to proceed during periods of delay, how to document delay caused by others, and what to do when you receive a notice of intent to assess LDs. You should consult an attorney if you have questions regarding an LD clause in a particular contract or how you should deal with delays on a project that has the threat of LDs.

George is a Partner with the Firm and Matt is an Associate, both practicing in the Construction Group. They can be reached at (215) 564 -1700, gpallas@cohenseglias.com or merlanger@cohenseglias.com.

Another Tool to Erase "No Damage for Delay" Clauses in Pennsylvania

By Lisa M. Wampler and James P. McGraw



The Commonwealth Court of Pennsylvania recently considered an issue not yet addressed by established caselaw concerning the ability of a contractor to recover delay damages in the face of a "no damage for delay" clause in a construction contract. For years, contractors and construction attorneys referenced a 2006 decision by the Commonwealth Court of Pennsylvania, captioned *Guy M. Cooper, Inc. v. East Penn School District*, for the current state of the law concerning the enforceability of a "no damage for delay" clause. In *Guy M. Cooper*, the court declined to find in favor of a plaintiff/mechanical contractor to permit an exception to a "no damage for delay" clause found in the owner school district's contract because delays were caused by another contractor.

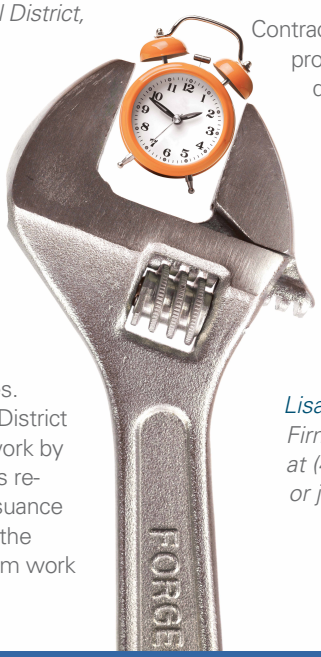
The court reasoned that an owner bears no responsibility for a separate contractor's delays unless the owner or its representative "affirmative[ly] or positive[ly] interfere[s] or fails to act in a manner necessary to complete the work." The court concluded that reasonably anticipated delays by such contractors were covered by the contract's "no damages for delay" clause. However, in so holding, the court did not address the outcome of an instance where an owner has scheduling and coordination responsibilities, or when the owner or its representative fails to act on an essential matter.

Recently, the Commonwealth Court addressed this factual scenario left open in *Guy M. Cooper.* In *John Spearly Construction, Inc. v. Penns Valley Area School District,* John Spearly Construction, Inc. (Spearly), was hired by the Penns Valley Area School District (District) as the general contractor to construct a biomass boiler system. The District entered into contracts with other prime contractors, and also hired a design professional (Architect) to serve as its representative on the project. The Architect's administrative duties included the processing of payments and change orders.

At the conclusion of the project, Spearly filed suit against the District seeking delay damages. Spearly alleged, among other things, that the District and the Architect actively interfered with its work by failing to provide timely responses to Spearly's requests for information, and by delaying the issuance of change orders. Spearly further alleged that the District's hiring of another contractor to perform work on storm water and sewer pipes on the project had not been anticipated by the parties, and resulted in additional delays to Spearly's work. The trial court agreed with Spearly, rendering a verdict in its favor and finding that the "delay was caused solely by [the District's] action and inaction." The District appealed, arguing that the trial court erred by failing to enforce the contract's "no damages for delay" clause to bar damages for the delays of another contractor. The District also argued that delays in the issuance of change orders did not constitute "active inference" on the part of the District.

On appeal, the Commonwealth Court held that an owner may be liable for the action or inaction of third-party contractors when the owner is ultimately responsible for the scheduling and oversight of those contractors. The court held that the District and its Architect committed active interference by failing to process change orders, and that the District's lack of schedule coordination constituted a "failure to act in an essential manner." Delays occasioned by the hiring of the storm water/sewer contractor were found to be attributable to the District, and the Court affirmed an award of delay damages to Spearly on that basis.

It is important to note that *Spearly* does not overrule *Guy M. Cooper.* The facts of that case were markedly different, as the delays in *Guy M. Cooper* were caused by the actions of a general contractor over whom the owner had no obligation to coordinate or schedule work, and which the plaintiff was aware would be onsite and working. While the *Spearly* decision does not create an obligation on the part of public owners to control the actions of contractors on a construction project, it conclusively reinforces their responsibility to act in a timely and appropriate manner in completing tasks that they are contractually obligated to perform, and to avoid engaging in any action or inaction that results in delay to a contractor's performance of its work.



Contractors who have experienced delay on a public project should look closely at the cause of those delays and the owner's responsibility for coordination in order to determine if an owner's conduct has voided the protections of the "no damages for delay" clause. Prior to executing contract documents, contractors should consult their legal counsel in order to determine if the owner has any coordination or scheduling responsibilities on the project, and to ensure that the contract documents appropriately reflect the owner's obligations.

Lisa is a Partner and Jim is an Associate in the Firm's Construction Group. They can be reached at (412) 434-5530, lwampler@cohenseglias.com or jmcgraw@cohenseglias.com.

Q&A with Jonathan Landesman, Partner, Labor and Employment Group

Jonathan Landesman has been a partner in the Firm's Labor and Employment Group since 2008. We sat down with Jonathan to ask him about his experience with the Firm, his practice, and some of his more notable cases from this past year.

Q: When did you first join Cohen Seglias?

A: I joined the firm as an Associate in 2002. I had previously practiced in the labor and employment department at one of Philadelphia's oldest and largest law firms. They had some fine attorneys there, but it had a very corporate feel. My experience at Cohen Seglias has been the exact opposite. Since my first day, the Firm has more than doubled in size, yet it still feels like a family. Frankly, I cannot imagine practicing law anywhere else.

Q: You've been practicing labor and employment law for almost 20 years. Why did you choose that area of the law?

A: Unlike some attorneys who spend most of their time drafting thick contracts or reviewing provisions of the tax code, I get to spend my days handling cases filled with real life drama. It never ceases to amaze me how employees find different ways of getting into trouble at work. Invariably, many of my cases involve outrageous acts of employee misconduct such as sexual harassment, picket-line violence, drug use, misappropriating corporate funds, or falling asleep at work. And just when I think I've seen it all, I get another case with an entirely unique set of facts.

Q: What is the most common mistake you see businesses make with respect to their employees?

A: I have counseled our clients on the implementation of literally hundreds and hundreds of employee terminations. I cannot begin to count the number of times I've had to advise a client to hold-off on a termination for poor job performance because of a lack of proper documentation in the employee's personnel file. Employment discrimination cases are often won or lost based upon the quality and quantity of documentation presented by the employer. As an employer, you must to be able to establish to the EEOC or a jury that you were fair with an employee and gave him/her every opportunity to avoid termination. By properly counseling and documenting an employee's short comings, the employee will either straighten out and become a valuable team member, or, you will have the documentation necessary to support the basis for the termination. If there are no written disciplinary warnings, and no written performance evaluations which accurately and honestly document the employee's performance problems, immediate termination often is not a viable option. I always instruct our clients: document, document, document, and then document some more!

Q: Did you handle any notable cases in 2015?

A: Putting modesty aside, I was able to achieve some amazing results for our clients last year. Three cases immediately come to mind. First, I obtained a jury verdict dismissing all claims against our client, a Fortune 500 Company, in a week-long federal court trial where the plaintiff alleged that she was discriminated and retaliated against because of her race and national origin. It took the jury less than two hours to return their verdict. Second, in a case I will never forget, I obtained an injunction against one of our client's former employees enforcing a non-compete agreement. A few months after the injunction was entered, I learned that the employee resumed working for a competitor in violation of the injunction. I went back to court, and the Judge held the former employee and our client's competitor in contempt, ordering them to serve 45 days in jail! Needless to say, I settled the case on extremely favorable terms, providing the client with a seven-figure payment and a six-year non-compete order. Third, I successfully defended an accounting firm being sued by a former shareholder who alleged that he was owed over $2.3 million in salary and retirement payments. Not only did the judge dismiss all claims against our client, he granted our client's counter-claim and found that the former shareholder had been overpaid.

Q: What do you like to do when you are not practicing law?

A: My wife and I went to high school together on Long Island and we just celebrated our 20th wedding anniversary in December. We have a 15 year-old son. When I'm not working on my cases, I try to spend as much time as I can with my family – taking weekend trips to Long Island to visit family, attending my son's tennis tournaments, or just going out to dinner and a movie.

Jon is a Partner with the Firm and a member of the Labor and Employment Group. He can be reached at (215) 564-1700 or jlandesman@cohenseglias.com.

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A quarterly publication brought to you by COHEN SEGLIAS PALLAS GREENHALL & FURMAN PC

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Cohen Seglias Pallas Greenhall & Furman PC has deep roots in the Mid-Atlantic region and a long-standing reputation for putting the interests and needs of our clients first. The Firm advises and counsels businesses and individuals in a broad range of legal services.