

Construction In Brief

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

General Contractor's Bankruptcy Voids New Jersey Construction Liens

By George E. Pallas and Matthew L. Erlanger

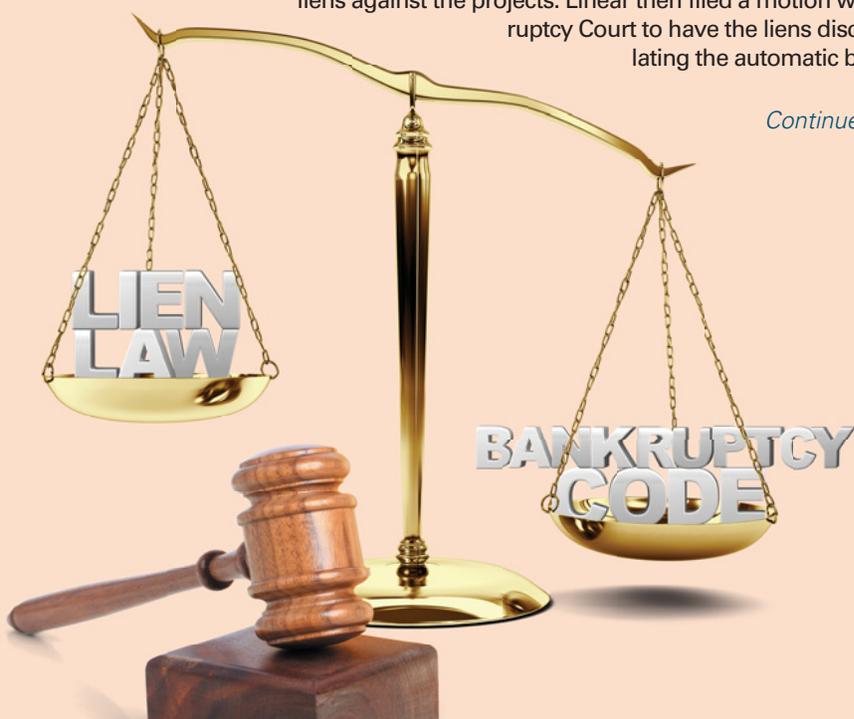
As a contractor seeking payment on a construction project, one of the greatest weapons in your arsenal is a construction lien or mechanics' lien claim. In most states, the lien is a security interest that attaches to the owner's real estate and serves to cloud title on the real estate until payment is made. As a result, a lien is a powerful method to facilitate payment owed on a project.

Nevertheless, there are limits on the ability to file a lien. For instance, in Pennsylvania, a contractor cannot file a mechanics' lien claim where the project is one for a "purely public purpose." And similarly, in New Jersey, a contractor cannot file a lien on a public project owned by the state or any state agency.

Recently, the United States Court of Appeals for the Third Circuit, whose territory includes both New Jersey and Pennsylvania, established another limit in a contractor's ability to file a construction lien in New Jersey: where the party who has failed to make payment has filed for bankruptcy prior to the claimant's filing of the lien.

In *In re Linear Electric Co., Inc.*, Cooper Electric Supply Co. and Samson Electrical Supply Co., Inc. (the "Suppliers") sold electrical materials to Linear Electric Co., Inc. ("Linear") for use in several construction projects in New Jersey. As of July 1, 2015, the project owners had not fully paid Linear and Linear had not fully paid the Suppliers. On that same date, Linear filed for Chapter 11 bankruptcy. Two weeks later, the Suppliers filed construction liens against the projects. Linear then filed a motion with the Bankruptcy Court to have the liens discharged for violating the automatic bankruptcy stay.

Continued on Page 3...



IN THIS ISSUE

2

What's New

4

Protecting Your Digital Property for Future Generations

5

Appellate Court Cautions Contractors to Supplement Coverage for PA Projects

6

When Was Your Last Date of Work — Are You Sure?

7

Q&A with the Co-Chairs of Our Internal Investigations Group

Contributors:

Wayne C. Buckwalter, Esq.

Anthony L. Byler, Esq.

Christopher D. Carusone, Esq.

Jonathan A. Cass, Esq.

Kate Emert Gleason, Esq.

Carl L. Engel, Esq.

Matthew L. Erlanger, Esq.

Kerstin Isaacs, Marketing Director

George E. Pallas, Esq.

Paul S. Thaler, Esq.

Co-Editor-in-Chief:

Ashling A. Ehrhardt, Esq.

Co-Editor-in-Chief:

Jennifer R. Budd, Esq.

Associate Editor:

Allie J. Hallmark, Esq.

What's New

Brief Note:

Greetings from the editorial team at Construction In Brief! We are excited to share some insights into our growing Internal Investigations practice with a Q&A featuring Co-Chairs Paul Thaler and Chris Carusone. In this issue, we also cover recent court decisions affecting lien claims in Pennsylvania and New Jersey, and what you need to know about protecting your digital property for future generations.

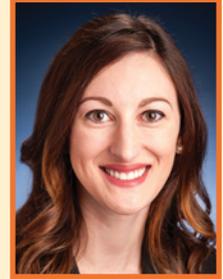
Enjoy this summer edition of our newsletter!



Ashling
Co-Editor-in-Chief



Jennifer
Co-Editor-in-Chief



Allie
Associate Editor

By Kerstin Isaacs

New Faces

Please join us in welcoming two new associates in our Philadelphia office:

Carl Engel and **Joseph Sine**.



Carl Engel has joined the Firm as an associate in the Commercial Litigation Group. He counsels large corporations, closely-held businesses, and individuals in lawsuits before state and federal courts and arbitration tribunals. Carl's areas of practice include complex commercial litigation, residential and commercial property disputes, and breach of contract actions. He graduated from Temple University Beasley School of Law. While in law school, Carl worked for a private equity firm that acquired and operated companies in the chemical and pharmaceutical manufacturing industries.



Joseph Sine has joined the Firm's Construction Group and concentrates his practice in construction litigation. Joe has experience assisting owners, contractors, and subcontractors for both

private and public projects with research and with the preparation of pleadings and briefs in various construction-related matters. Prior to joining Cohen Seglias, Joe was a commercial litigation associate in Philadelphia. He graduated from Drexel University, Thomas R. Kline School of Law, where he was a member of the Drexel Law Review.

Awards



Lisa Wampler has been named a 2017 Distinguished Leader by *The Legal Intelligencer*. This inaugural award recognizes Pennsylvania-based lawyers who achieved impressive results in the past year and demonstrated clear leadership skills that helped them achieve those results. Lisa is one of only 24 attorneys to receive this honor.

Cohen Seglias' Construction and Labor & Employment Groups Recognized by *Chambers USA*



Roy Cohen



Ed Seglias



Marc Furman

The Firm was once again recognized by *Chambers USA* in Construction Law and Labor and Employment Law. Special recognition went to **Roy Cohen, Ed Seglias, and Marc Furman**. Chambers & Partners is widely regarded as the preeminent legal ranking of attorneys and law firms based on comprehensive research of the marketplace. We'd like to send a special thank you to our clients, as Chambers' researchers rely heavily on your feedback. We couldn't have done it without you!

Habitat for Humanity



We are excited to continue our partnership with Habitat for Humanity. On May 31st, the Cohen Seglias Team in Philadelphia worked on framing and built fences at Habitat's Diamond Park construction site.

Welcome to Our New Construction Blog!

Visit our new and improved construction blog at constructionlawnowblog.com.

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

General Contractor's Bankruptcy Voids New Jersey Construction Liens *Continued from Page 1...*

By George E. Pallas and Matthew L. Erlanger



The Bankruptcy Court held that the construction liens violated the bankruptcy stay and were void. The Suppliers appealed to the United States District Court for the District of New Jersey and that court affirmed. The Suppliers then took a further appeal to the Third Circuit.



The Third Circuit considered the question of "whether a supplier can file a construction lien under New Jersey law when the contractor has filed a petition for bankruptcy." The court held that the supplier cannot. In making this determination, the Third Circuit analyzed the interplay between the New Jersey Construction Lien Law and the federal Bankruptcy Code.

Under the Lien Law, a contractor is entitled to lien for the value of work or services performed, and that lien attaches to the interest of the owner of the real property. An owner is able to discharge a lien by paying into a lien fund, out of which the claimant recovers what it is owed. Importantly, the owner has a complete defense under New Jersey law if, however, it has fully paid the contractor for work performed.

Meanwhile, under the Bankruptcy Code, commencing a bankruptcy creates a bankruptcy estate consisting of all of the debtor's property. Filing a bankruptcy petition automatically stays "any act to create, perfect, or enforce any lien against property of the estate."

Considering this interplay, the Third Circuit determined that the construction liens were filed against property of the bankruptcy estate; specifically, Linear's accounts receivable owed from the owner. In effect, if the owners made payment to the Suppliers, then they would be transferring a portion of an asset of the bankruptcy estate to the Suppliers. This would be inconsistent with the purpose of the automatic stay in that it

would place the Suppliers in a position of advantage over other creditors. As a result, the Suppliers' filings to perfect their liens violated the automatic stay.

In rendering the decision, the Third Circuit distinguished prior cases pertaining to mechanics' liens under Pennsylvania law where courts had held that filing a mechanics' lien in Pennsylvania did not violate the bankruptcy stay. Unlike in New Jersey, on Pennsylvania projects for new construction, the filing of the mechanics' lien relates back to the commencement of work on the project; meaning that the lien would be considered filed prior to the bankruptcy petition and would not violate the automatic stay.

The Third Circuit's *Linear* decision will likely have a substantial impact on lower-tier contractors and suppliers. Notably, once a bankruptcy has been filed, a subcontractor or supplier owed payment can no longer file a construction lien claim without violating the bankruptcy stay. Because the Bankruptcy Code provides significant protection to debtors, bankruptcy judges may award sanctions for violating a bankruptcy stay that can be severe, including punitive damages and attorney's fees. It is, therefore, imperative not to file a construction lien claim in this instance.

In light of this case, we offer the following recommendations to contractors. First, you should perform greater due diligence into the financial condition of the party for whom you will be performing work to determine if there is any likelihood of a future bankruptcy filing. Second, you can insist upon a personal guaranty by that party's principals in the event of a bankruptcy. Third, you should find out whether there is a payment bond posted in connection with the project. On projects where a payment bond is posted, you may be able to proceed against the payment bond regardless of whether there is a bankruptcy filing.

Separate and apart from these recommendations, there is also the possibility that, in light of this decision, efforts may be made by the New Jersey legislature to amend the Construction Lien Law to include a "relation back" provision similar to that in Pennsylvania and other jurisdictions. However, unless and until the legislature revises the Construction Lien Law, *Linear* is the controlling law, and you should avoid filing a construction lien claim in New Jersey once the party owing money has filed for bankruptcy.

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



Protecting Your Digital Property for Future Generations

By Wayne C. Buckwalter



As the world becomes more virtual, so do our assets. The list of digital property is ever growing, as is its value. These assets include social media profiles, intellectual property, smartphones, emails, credit card points, airline miles, timeshare points, online storage and computing hardware as a start. Consider also all of your electronic passwords used to

access your bank, investment, and retirement accounts, as well as your iTunes, Amazon, PayPal, eBay, and Bitcoin accounts. What happens to them if something happens to you? Other examples of electronic or digital assets include online access information for insurance, medical information, online bill paying, and the list goes on—welcome to the world of estate planning for digital assets.

Unfortunately, traditional estate planning does not consider or readily accommodate these assets. Imagine when you die, your family and friends losing irreplaceable photos from social media or the cloud because there is no access—the modern-day version of losing photos in a house fire. In response, several states are considering, and some have passed, laws to control access to and disposition of an individual's digital assets upon incapacity or death. Not surprisingly, the legislative process to enact such laws is not moving at the speed of technology.

Legislative Action

As of today, 25 states have adopted The Uniform Fiduciary Access to Digital Assets Act, which provides personal representatives “power over decedent accounts on social networking websites, micro-blogging or short message service websites or email service websites,” [Section 3316.2, H.B. 2580, Regular Session 2011-2012 (Pa.)]. The Pennsylvania House of Representatives first considered its version of this law in 2012 and the Senate passed its version on Nov. 18, 2015. There has been no action on this law since then.

If and when such legislation is put into place, it will create a “default plan” for such assets, but this will not be your plan and the results may be less than comprehensive or optimal for you. With your plan in place you clearly identify the scope of your digital assets. You choose who will have access and make distributions of your assets and who will benefit from or receive your digital assets.

Your Digital Estate Plan

The first step in creating your plan is identifying your digital assets, which can be broken down into three main categories: personal digital property, personal digital property with monetary value and digital business property.

Personal Digital Property

- Computing hardware, such as computers, external hard drives or flash drives, tablets, smartphones, digital music players, e-readers, digital cameras and other digital devices.
- Any information or data that is stored electronically, whether stored online, in the cloud, or on a physical device.
- Any online accounts, such as email and communications accounts, social media accounts, shopping accounts, photo and video sharing accounts, video gaming accounts, online storage accounts, and websites and blogs that you may manage.
- Intellectual property, including domain names, copyrighted materials, trademarks and any code you may have written and own.

Personal Digital Property with Monetary Value

- Computing hardware, such as computers, external hard drives or flash drives, tablets, smartphones, digital music players, e-readers, digital cameras, and other digital devices of monetary value.
- Websites or blogs that generate revenue for you.
- Art, photos, music, eBooks, intellectual property, or other digital property that generates revenue for you.
- Accounts that are used to manage money and may hold money or credits, like PayPal, bank accounts, loyalty rewards programs and any accounts with credit balances in your favor.

Digital Business Property

- Any digital property owned by a business organization.
- Any online accounts registered to the business.
- Any assets of an online store you manage, such as your own online store or an eBay or Amazon store through which you sell things.
- Any mailing lists, newsletter subscription lists, or email lists containing your company's clients.
- Any client information, including customer history.

The next step of this process is the painstaking task of compiling and protecting all logins and passwords. Think of whether that private electronic information would be useful or valuable to someone after your death, and think about what happens if it vanishes. Do not assume that service providers will automatically disclose user identification and password information to your spouse, parent, child or business partner. They will not. Their terms of service or end user license agreements exist to protect your privacy. There are also federal laws that prohibiting disclosure even if heirs or fiduciaries consent to the release. Service providers will err on the side of nondisclosure to protect themselves. There are many online tools available to assemble and protect it. Once initially completed, this list should be regularly updated.



Appellate Court Cautions Contractors to Supplement Coverage for PA Projects

By Jonathan A. Cass and Carl L. Engel

You will need to select a digital executor or trustee, perhaps the same individual or institution as for traditional assets, but one who is tech savvy. Your estate plan documents should name your selection and an alternate in the event the first choice cannot serve.

Next, specify your instructions regarding the disposition of this property. Once your digital executor obtains this information, make sure your wishes are put in writing so that these assets are treated with the same respect as family heirlooms, financial assets and real estate.

These documents should be stored accessibly but securely—online and with an individual or attorney, in a fireproof secure container. Your will or trust should be updated to incorporate the digital asset plan and the location and access instructions should be updated regularly.

With this plan in place, the future of your digital property is secure. Not taking these steps as part of a complete estate plan could lead to a series of unforeseen events ranging from the shutting down of electricity and other utilities because of missing online billing protocol, to the loss of invaluable information that can put your beneficiaries at risk for financial and personal loss.

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Wayne is a Partner and Chair of the Wealth Preservation Group. He can be reached at (215) 564-1700 or wbuckwalter@cohenseglias.com.



New Jersey contractors were served a reminder this spring that when taking on a project in Pennsylvania, they will need to supplement their commercial general liability (“CGL”) policies if they expect to have insurance coverage to indemnify them against faulty-workmanship claims. On April 11, 2017, in *Mega Construction Corp. v. XL America Group*, the Third Circuit Court of Appeals affirmed a decision by the District of New Jersey, which held that when a New Jersey-based contractor performs work in Pennsylvania, courts should apply Pennsylvania’s rule that faulty-workmanship claims are not covered under a CGL policy. The court held that even though the policy was purchased in New Jersey, Pennsylvania law applied because the construction work and damaged property were located in Pennsylvania, and that state’s relationship, therefore, was more significant to the lawsuit.

By way of background, in 2006, the Pennsylvania Supreme Court established in *Kvaerner Metals Division of Kvaerner U.S., Inc. v. Commercial Union Insurance Co.* that where a CGL provided coverage for property damage caused by any “occurrence,” claims for faulty workmanship are not covered. The court reasoned that “occurrence” means “accident” by definition, and that an “accident” entails something unexpected and not present in a claim for faulty workmanship. Shortly thereafter, the Pennsylvania Superior Court expanded the rule to deny coverage where the alleged faulty-workmanship caused additional extensive damage in and around the insured property.

In New Jersey, on the other hand, claims against a contractor for faulty workmanship are covered under its CGL policy, and claims of faulty workmanship against its subcontractor are also covered if the policy has a subcontractors’ exception. The New Jersey Superior Court recently extended coverage under a CGL policy to include the consequential additional damage arising from the general contractor’s faulty workmanship, and that of the subcontractor’s, if the policy includes a subcontractors’ exception.

To ensure coverage for faulty-workmanship claims on projects in Pennsylvania following the *Mega Construction* decision, New Jersey contractors have two options. First, they can purchase a “resultant damages endorsement” (or “*Kvaerner* endorsement”) along with their CGLs, which modifies the definition of “occurrence” in the policy to include property damage resulting from faulty workmanship. However, because there is no standard form for these endorsements and each insurer has drafted its own, there is uncertainty as to the effect of any given form. Alternatively, general contractors can require their subcontractors to post performance and maintenance bonds. Generally, a performance bond ensures that a subcontractor will perform its scope of work, and a maintenance bond serves to guarantee the work and materials for a certain period of time after the conclusion of the project. Resultant damages endorsements, performance bonds or maintenance bonds may not make sense for every project because of financial and cost considerations, as well as the inability of subcontractors to post a bond. However, where a New Jersey contractor wishes to have protection against faulty-workmanship claims on a project in Pennsylvania, it has tools available to supplement its CGL policy to provide the necessary coverage.

Jonathan is a Partner and Carl is an Associate in the Commercial Litigation Group. They can be reached at (215) 564-1700 or jcass@cohenseglias.com and cengel@cohenseglias.com.

When Was Your Last Date of Work — Are You Sure?

By Anthony L. Byler and Kate Emert Gleason



While garnering less attention than the recent amendments to the Pennsylvania Lien Law, recent court decisions on both sides of the Delaware show that the failure to identify the proper date of last work can result in the forfeiture of valuable lien rights. Recently in an unpublished decision, *WJV Materials, LLC v. Erin Contracting, Inc.*, the New Jersey Superior Court upheld the dismissal of a concrete supplier's construction lien claim because the supplier identified the wrong last date of work.



New Jersey's Construction Lien Law (New Jersey Lien Law) requires that a claimant commence an action to enforce a construction lien within one year of the date of the last provision of work, services, material, or equipment.

WJV involved a construction lien enforcement action filed by a concrete supplier. In its complaint, the supplier alleged that its last day of work was the day its quality control supervisor performed a final walkthrough to review and approve the concrete installation. However, this walkthrough occurred approximately one month *after* the supplier last delivered concrete to the project site. The supplier, thinking that it last provided services on the walkthrough date, filed the complaint to enforce the lien within one year after the date of the walkthrough but more than a year after the last delivery of concrete to the site.

The Court disagreed and held that the date the supplier unilaterally inspected the installation of its materials by a subcontractor did not constitute the last day of work under the New Jersey Lien Law. Instead, the Court reasoned that it was the last provision of the concrete, as set forth in the contractual scope of services, that qualified as last work. As a result, the Court found that the supplier's failure to file a complaint within one year of the last day that the supplier delivered concrete rendered the construction lien claim untimely and unenforceable.

Though unpublished, the Superior Court's decision in *WJV* is an important reminder to contractors and suppliers that they must follow lien laws precisely because courts frequently construe the law strictly. In fact, the *WJV* case in New Jersey is similar to the Pennsylvania case *Neelu Enters v. Agarwal*, decided in December 2012. The courts' reasoning

in these two cases indicates a theme of strict application of lien laws.

Under the Pennsylvania Mechanics' Lien Law, a claimant must file a mechanics' lien claim within six months after completion of the work. Completion of the work is defined in the lien statute as performance of the last of the labor or the last delivery of materials — whichever occurs last.

In *Neelu*, a contractor was terminated by an owner without being fully paid and then returned to the job months later to perform corrective work. The contractor subsequently filed a lien claim, using the last day of corrective work as the date of completion. The Pennsylvania Superior Court held that the last day of labor under the Pennsylvania Lien Law does not include the last day that corrective work is performed by a contractor because corrective work is not called for in the contract.

In comparing the two cases, *Neelu* held that subsequent work to compensate for defective performance does not extend the date of completion, as it was not called for in the contract, and was done without charge to the owner. *WJV* similarly held that the walk-through inspection did not constitute last work to extend the date of completion because the contract did not include any inspection after the final delivery date.

The reasoning in these cases will likely apply to a wide array of work performed on projects in both Pennsylvania and New Jersey. Therefore, parties should pay close attention to what type of work they are performing and the definitions and deadlines in the lien laws. Best practices suggest parties take note of exactly what scope of work is required under the contract, and avoid relying upon the performance of work not specified under the contract. In addition, parties should not rely on corrective work, warranty work, or call-back work where no billings will be generated as "last work" for lien purposes. Reliance upon more conservative last work dates will better protect a party's rights by ensuring timely notice and assertion of mechanics' lien claims.

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



Q&A with the Co-Chairs of Our Internal Investigations Group



Christopher D. Carusone



Paul S. Thaler

Our newsletter team recently sat down with Co-Chairs Chris and Paul.

Q: Tell us a little bit about your practice.

A: Chris — I conduct internal investigations for the Firm’s clients on a broad range of matters. My background is in law enforcement, where I worked as a prosecutor and criminal investigator in various roles for nearly twenty years. I also represent clients in litigation with government agencies, including administrative enforcement actions. With regard to the Firm’s construction industry focus, I have conducted due diligence investigations for the Firm’s construction clients in order to determine whether MBE/DBE subcontractors are properly qualified. Additionally, my background in law enforcement is applicable to defending allegations of claims by government entities against contractors.

Paul — Most of what I work on these days falls within the category of internal investigations. I have represented parties in scientific misconduct matters for over 25 years. These internal investigations typically within a university are overseen by the Office of Research Integrity, part of the Department of HHS, which was established to protect the use of federal dollars in scientific research. When an allegation is made that the research was mishandled, such as by falsifying data, fabricating data, or plagiarism, then an investigation takes place at the university where the scientist is employed. I have represented hundreds of scientists and some institutions in most of the United States. We have also more recently developed a practice assisting universities in Title IX cases. Additionally, I have litigated general civil disputes, typically related to business, for about 30 years.

Q: Part of your practice relates to Title IX. Why is this area of interest growing now?

A: Paul — While Title IX has been around since 1972 to promote equity in the classrooms and athletic fields and prevent sexual harassment at schools and universities, the Obama administration issued guidance to educational institutions bound by the federal law in 2011. The “Dear Colleague” letter gave greater definition to the responsibilities that coordinators have in enforcing the federal law. Failure to properly provide protection, or neglecting to properly investigate allegations of violations, can expose schools and universities to sanctions levied by the Office of Civil Rights within the Department of Education. Over the past six years, there has been a surge in Title IX investigations to try to act responsibly and consistent with the expectations of the federal government.

Q: What types of clients do you work with?

A: Chris — I work primarily with businesses and other organizations that have conflicts with government agencies, sometimes referred to as government or administrative law. This includes the representation of clients in litigation or other enforcement actions brought by federal and state government agencies. During the course of my career, I have represented clients in matters involving the Federal Motor Carrier Safety Administration, Pennsylvania Public Utility Commission, Pennsylvania Department of State, and other federal and state government agencies. My practice is concentrated in Pennsylvania and Washington, D.C., but I often handle matters for our clients that extend outside of the region into other areas of the country. I also conduct internal investigations for my clients.

Paul — My scientific misconduct practice is national. Indeed, I have had several cases outside of the United States as well. I have represented primarily research scientists employed by universities or the government. I have also been asked to assist universities themselves in navigating through the investigative process. I have likely represented more scientists in these matters than anybody else in the country. Thus, when allegations of misconduct arise, my name will frequently be discovered by someone in need of a lawyer. Since the potential penalties are severe, and careers and reputations are at stake, parties will very often seek a lawyer.

Q: What do you enjoy most about your practice?

A: Paul — When I have helped protect the career of a scientist who later goes on to achieve an advancement in science, I like to think I have aided that success in a small way. And from those advancements, we all benefit.

Chris — Winning!

Chris can be reached at ccarusone@cohenseglias.com or (717) 234-5530 and Paul can be reached at pthaler@cohenseglias.com or (202) 466-4110.

For the latest news, information, and resources on internal investigations, scientific misconduct, and Title IX, visit our blog, *A Closer Look: Internal Investigations at investigationslawblog.com*.



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IN THIS ISSUE

- 1 General Contractor's Bankruptcy Voids New Jersey Construction Liens
- 4 Protecting Your Digital Property for Future Generations
- 6 When Was Your Last Date of Work — Are You Sure?
- 2 What's New
- 5 Appellate Court Cautions Contractors to Supplement Coverage for PA Projects
- 7 Q&A with the Co-Chairs of Our Internal Investigations Group

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Pennsylvania ■ New Jersey ■ New York ■ Delaware ■ Maryland
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cohenseglias.com ■ 215.564.1700

Philadelphia, PA 19103
30 South 17th Street ■ 19th Floor

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