COHEN SEGLIAS
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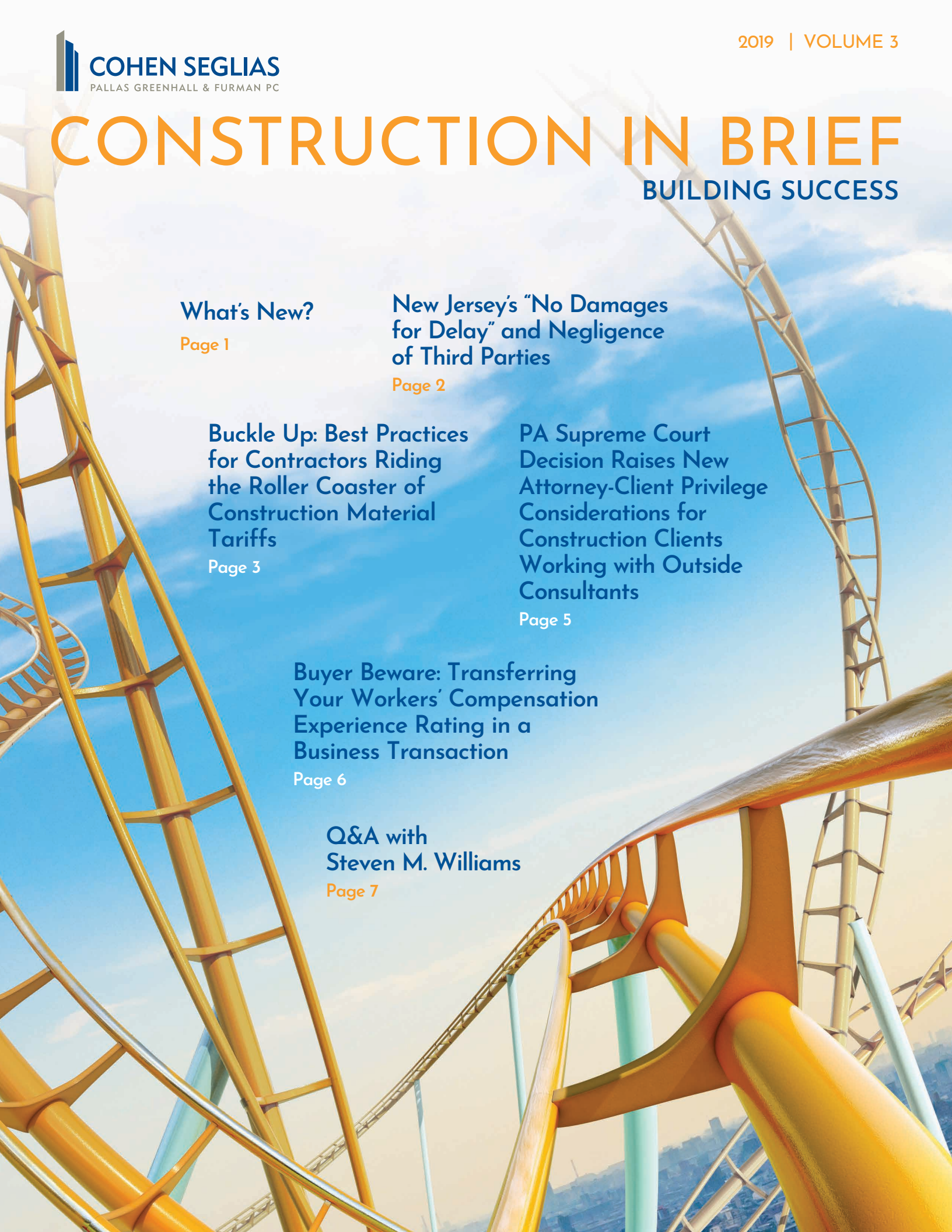
2019 | VOLUME 3

CONSTRUCTION IN BRIEF

BUILDING SUCCESS



What's New?

Ashling A. Ehrhardt
Co-Editor-in-Chief

Christopher W. Sexton
Co-Editor-in-Chief

Sydney Pierce
Associate Editor

In this issue, you will learn practical tips on how to avoid the risks of unpredictable pricing as well as the availability of steel and aluminum for construction projects. We also cover issues that contractors should be aware of and recent case law affecting New Jersey's "no damages for delay" provisions on public projects. On page 7 you can read our Q&A with the Chair of the firm's Commercial Litigation Group, Steve Williams.

We hope you are enjoying this fall weather! Please reach out to us with any questions.

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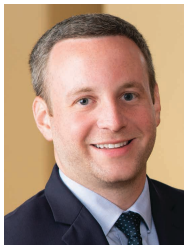
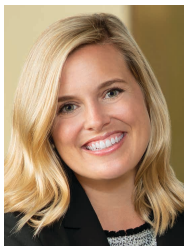
New Faces



Marc B. Cytryn joined our Labor & Employment Group as an associate in the Philadelphia office. He represents clients in a broad range of employment litigation matters including discrimination, harassment, whistleblower, wage and hour, and restrictive covenant disputes in both federal and state courts. Marc helps employers prevent claims by counseling them on day-to-day workplace issues and compliance with federal, state, and local laws. He reviews and drafts employee handbooks, employment agreements, and severance contracts, and conducts training for businesses on equal employment opportunity and sexual harassment in the workplace.

Prior to joining Cohen Seglias, Marc was a labor and employment attorney at a national law firm, where his practice focused on counseling and defending businesses in employment litigation matters.



Tiffany R. Marini joined the firm's Philadelphia office as a construction associate. She represents contractors, subcontractors, design professionals, and owners in litigation involving delay and defect claims, contract and change order disputes, and mechanics' liens and bond claims on both private and public projects. Tiffany is a strong advocate for her clients in all stages of the litigation process, providing guidance and insight to help them achieve optimal results.

Before joining the firm, Tiffany was an associate at a large regional law firm where she represented design professionals and property owners in professional and general liability claims.

Timothy R. Ryan joined Cohen Seglias' Newark, New Jersey office as a construction associate. He counsels general contractors, subcontractors, construction managers, and design professionals on all aspects of construction law. Tim is an experienced litigator, representing clients in construction litigation matters throughout the state and federal courts of New Jersey. He also has significant experience litigating construction lawsuits arising out of design claims.

You can read Tim and Mike McKenna's article on New Jersey's "no damages for delay" provisions on page 2.

Paul E. Simon joined our Washington, DC office as an associate. As part of the firm's Scientific Misconduct Group, he represents scientists who have been accused of plagiarism, fabrication, or falsification of data in the context of scientific research supported by federal funds. Paul also has experience in a wide array of civil and criminal litigation, as well as internal and external white-collar investigations.

Before joining Cohen Seglias, Paul gained experience working for a large, international law firm and for a small litigation boutique.

Stasha M. Sosnowicz returns to Cohen Seglias as an associate in our Construction Group. She focuses her practice on construction litigation, representing contractors, subcontractors, design professionals, owners, and other parties on a wide variety of construction projects. Stasha was previously a summer associate with the firm. She worked closely with attorneys in the firm's Construction and Insurance Coverage & Risk Management Groups, conducting legal research and drafting memoranda and a variety of other legal documents.

Cohen Seglias Attorneys Named to 2020 Best Lawyers® List

We are pleased to announce that seven Cohen Seglias attorneys are included in the 2020 Edition of *The Best Lawyers in America®*. Lawyers are selected for inclusion based on an exhaustive peer-review process.

Roy S. Cohen
Litigation – Construction

Edward Seglias
Construction Law,
Litigation – Construction

George E. Pallas
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Litigation – Construction

John A. Greenhall
Construction Law

Marc Furman
Employment Law – Management,
Labor Law – Management

Jason A. Copley
Litigation – Construction

Shawn R. Farrell
Litigation – Construction

Cohen Seglias' Washington, DC Office Building Success with Habitat for Humanity of Washington DC

2019 Philadelphia Heart Walk & Gearing Up for the 2020 Hard Hats with Heart

Cohen Seglias is proud to continue our partnership with the American Heart Association for the fourth year in a row! On November 2, The Cohen Seglias team was joined by family, friends, and pets at the 2019 Philadelphia Heart Walk in support of the AHA's mission to build healthier lives free of heart diseases and stroke. Leading up to the walk, the firm hosted various fundraising events throughout September and October.

In spring 2020, the firm is sponsoring AHA's Hard Hats with Heart a home run derby event at Citizens Bank Park to bring awareness to the need for better heart health within the Philadelphia construction industry. Cohen Seglias attorney Robert O'Brien is a member of the Executive Leadership Team for the event.

For more information about Cohen Seglias news and events, contact the firm's Marketing Director, Kerstin Isaacs, at 267.238.4730 or kisaacs@cohenseglias.com.

New Jersey's "No Damages for Delay" and Negligence of Third Parties

By Michael F. McKenna and Timothy R. Ryan

"No damages for delay" provisions are a universal component of construction contracts on public projects. Generally imposed by public entities in an attempt to limit their exposure, "no damages for delay" provisions operate to preclude a contractor from receiving compensation or an equitable adjustment to the contract value solely because of delays on the project. Oftentimes, within these provisions, the sole remedy afforded to the contractor is additional time, but not additional compensation. These provisions should be carefully considered as they can leave the contractor on the hook for all additional costs incurred as a result of delays, regardless of the public entity's responsibility for them.

Practice Pointer

It is generally suggested by counsel to avoid using the word "delay" in situations where the project time has been extended due to owner-related issues, and instead, use "extended time for performance." This language assists in limiting the application of the "no damages for delay" clause when the project was extended and not delayed. A "delay" is a period of time when, due to an issue, no work can be performed. On the other hand, during an "extended time for performance," work can be performed, but it may be only non-critical activities. In addition, there is no demobilization. The damage here is that the contractor's time for performance is extended, not delayed.

New Jersey Law

The law in New Jersey previously included a contractor's right to avoid "no damages for delay" clauses if the delay was caused by an owner's bad faith or active interference. To bring more equity to this type of contractual provision, the New Jersey legislature enacted a law declaring "no damages for delay" provisions in public contracts void as a matter of public policy. The statute provides:

> A covenant, promise, agreement or understanding in…a contract…to which a public entity is a party, relative to the construction, alteration, repair, maintenance, servicing or security of a building, structure, highway, roadway, railroad, appurtenance and appliance…purporting to limit a contractor's remedy for delayed performance caused by the public entity's negligence, bad faith, active interference, or other tortious conduct to an extension of time for performance under the contract, is against public policy and is void and unenforceable. N.J.S.A. § 2A:58B-3(b).

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Buckle Up: Best Practices for Contractors Riding the Roller Coaster of Construction Material Tariffs

By Lisa M. Wampler and Sydney Pierce

On March 8, 2018, President Trump signed a pair of executive orders putting a 25% tariff on imported steel and a 10% tariff on imported aluminum. In the eighteen months since the tariffs went into effect, the impacts of these and subsequent international trade decisions on the American construction industry have been something like a roller coaster.

Since these initial steel and aluminum tariffs, additional tariffs have been imposed and withdrawn against a variety of countries and applied to a variety of materials. The steel and aluminum tariffs did not originally apply to certain neighboring or ally countries but were extended to the European Union, Canada, and Mexico in June 2018. In May of this year, however, tariff negotiations resulted in the United States lifting the steel and aluminum tariffs from Canada and Mexico. China has been the most frequent target of tariffs, with the Trump Administration rolling out new lists of subjected products what seems like every few months, including anything from steel rods, to plastics and other raw materials used in manufacturing to, just in August 2019, imports of wood cabinetry.

How can a contractor protect itself when the price and availability of construction materials can vary so widely within such a short period of time? There are a number of solutions at both the front and back end of a construction project that contractors can utilize to avoid the risks of unpredictable pricing and availability. On the front-end, contractors can negotiate for contractual provisions that will limit the negative effects of tariffs. On the back-end, certain contractors and suppliers who import products and materials from overseas can seek exclusions from tariffs.

Effective Contract Provisions

Construction contracts should contain provisions that squarely address which parties bear the risk of tariffs. It is in everyone's best interest to plan for the potential delay and cost impacts caused by tariffs. For contractors and suppliers, this means trying to negotiate for provisions that allow for recovery of time and/or money for materials shortages. Contractors should ensure these provisions flow down so that each tier has the same requirements.

Material Price Escalation Clause

The best way for a contractor to protect itself from price increases resulting from tariffs levied on construction materials is to include a price escalation clause in the contract. This clause allows for a price adjustment to be made in the event of a change based on an agreed-upon metric. One such metric might be the difference between the quoted material price at bid time and the price of the material as delivered. Another metric might be based on a particular material price index. This clause can change the amount to which a contractor is entitled when prices increase post-bid, but can also be drafted to be effective in the opposite instance, when a contractor is entitled to less when a price decreases post-bid.

Risk can be allocated by this clause in any number of ways, including placing all the risk of changing prices on one party, sharing the risk between owner and contractor based on a certain percentage of the material price, or including caps on the risk incurred by one party. Creative risk-sharing solutions can help avoid a situation where the contractor is forced to bear the risk for any material price increase.

Force Majeure Clause

Contractors seeking to recoup losses occasioned by an increase in the cost of materials can also rely upon force majeure provisions. Traditionally, a force majeure clause covers catastrophic or otherwise unanticipated events considered as so-called "Acts of God," such as extreme weather, wars, strikes, and even changes in law that would make contractual performance impossible. Where a force majeure clause includes "catch-all" language, a contractor can argue that a tariff falls under its umbrella. The Trump tariffs may be particularly good candidates for coverage under a force majeure clause because many were imposed as a matter of national security. However, contractors would be better served by adding language to the clause that expressly covers governmental acts such as the imposition of tariffs.

Taxes Clause

Another potential avenue of recovery is through a contract's tax provisions. A properly drafted contract should limit a contractor's price to include only taxes for the work being performed under laws currently in place when the bid is accepted or the contract is entered into. The AIA A201 (2017) General Conditions of the Contract for Construction contains such a clause, which gives a contractor the ammunition to argue that it is not obligated to pay for any taxes, like the Trump Administration's tariffs, that go into effect after the fact. Likewise, any contractor working on a federal government project that incorporates the FAR can take advantage of specific provisions that allow for an increase in the contract price for any after-imposed federal taxes.

Equitable Adjustments or Change Orders

A contractor may also attempt to seek an equitable adjustment or change order on the basis of commercial impracticability. Some courts have found that unforeseen price increases can be significant enough to merit an adjustment or reformation of a contract. However, other courts are not so sympathetic towards market-driven price changes and require increases of over 100% to consider performance sufficiently "impracticable." Because of differences in law across the states and the uncertainty of success, these arguments should be pursued as a last resort.

Seeking Exclusions

If an owner insists on the use of a particular product subject to tariffs that cannot be found elsewhere and will not budge on

compensation for any price increase, there is an exclusion process available for certain eligible parties. "Interested parties," such as small businesses that import goods subject to tariffs, or even trade associations, can file an exclusion request with the Office of the United States Trade Representative (USTR). The USTR publishes detailed procedures that pertain to particular tariffs as applied to particular groups of products. These procedures are complex and subject to change just as unpredictably as the tariffs themselves.

Typically, the request for an exclusion must contain detailed information about the requesting party, the product for which the exclusion is sought, the requester's relationship to that product, and the rationale for the request. The rationale must explain:

- Whether the particular product is only available from the foreign country (often China), or whether it can be obtained from the United States or another country
- Whether the requester has attempted to source the product in the United States or other countries
- Whether the imposition of the tariff will cause severe economic harm to the requester or other United States interests
- Whether the product is strategically important to certain Chinese industrial programs

After a request is filed, other interested persons have 14 days to respond in support or opposition. The requester can then reply to any responses within seven days after the close of the response period. If the request is granted, the product requested will be immune from applicable tariffs for one year from the date of the notice granting the request.

The deadline to file exclusion requests for certain Chinese products imposed in September 2018 was September 30, 2019.

Seeking an exclusion is not an option for all businesses, and *Law360* has reported that the rates of success for steel and aluminum imports have been between 35% and 44%. However, even contractors that cannot seek an exclusion themselves can publicly comment on other exclusion requests or encourage their trade organizations to seek exclusions on their behalf.

Eighteen months into the Trump Tariff era, only one thing is certain: contractors must arm themselves with favorable contractual provisions that will see them through the roller coaster of changes in pricing and availability of construction materials. Where possible, contractors must also be prepared to advocate for themselves and others through the exclusion and public comment process. A savvy contractor can ride the waves of volatile markets instead of waiting for calmer waters.

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Continued from page 2

In effect, the statute expands the ability to attack "no damages for delay" clauses to include negligence as a basis, providing a much wider berth for contractors to avoid such clauses. However, there are still bounds. A significant caveat in this protection is that the cause of the delays must be the public entity's negligence—it cannot be due to the negligence of a consultant or other third party (such as a utility company) that was engaged by the public entity.

Most Recent Case Interpreting the Law

In *City of Perth Amboy v. Interstate Industrial Corp.*, the New Jersey Appellate Division ruled that for purposes of N.J.S.A. § 2A:58B-3(b), the negligence of others will not be imputed to the public entity. The Appellate Division held that "the Legislature never intended that contractor's remedies could be broadened by imputing the negligence of others to the [public entity]." The defendants in this case were unsuccessful in voiding a "no damages for delays" provision because the delays were caused by the architect hired by the public entity, not the public entity itself. The court found that because the architect was not a public entity and was not part of the public entity, the "no damages for delay" provision was not void and was enforceable.

Attorneys and contractors should be aware of these developments when assessing or negotiating public contracts in New Jersey. After a project with a "no damages for delay" provision has been completed but suffered significant delays, the contractors must consider the mechanics of the statute when determining which entities are necessary parties in a lawsuit. This is especially important on projects where the public entity was not the party at-fault for the delays because the public entity will be permitted to rely upon the "no damages for delay" provision in precluding any monetary damages. The contractor must then consider the causes of action that can be brought against the responsible party, as well as the procedural prerequisites imposed on such causes of action. In the case of professional malpractice claims, litigants must satisfy New Jersey's Affidavit of Merit Statute, N.J.S.A. § 2A:53B-27 et seq. As such, the contractor must assess the cost of bringing such a lawsuit and determine if "the juice is worth the squeeze."

After the Appellate Division's ruling in *City of Perth Amboy*, there has been no case further interpreting N.J.S.A. § 2A:58B-3(b). As such, *City of Perth Amboy* remains the sole case setting forth how N.J.S.A. § 2A:58B-3(b) is to be implemented in disputes against public entities with "no damages for delay" provisions. This decision presents a double-edged sword. On one side, the ruling confirms that "no damages for delay" provisions in public contracts are against public policy and are deemed void. However, on the other side, the ruling narrows the applicability of the negligence analysis to the public entity and only the public entity. Even though a contractor has no control over the consultants hired by a public entity (and may not even have direct contact with the consultant), for purposes of the negligence provision of N.J.S.A. § 2A:58B-3(b), that consultant is treated as a completely distinct entity. Thus, in light of the recent developments, it is imperative for contractors to adequately identify the causes of delays prior to bringing a claim against a public entity.

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PA Supreme Court Decision Raises New Attorney-Client Privilege Considerations for Construction Clients Working with Outside Consultants

By Lori Wisniewski Azzara and Kelsey E. Riehle

While a recent Pennsylvania Supreme Court opinion has no direct ties to the construction industry, it still has a wide-reaching impact on Pennsylvania litigants generally, including owners, contractors, and consultants involved in construction litigation. In *BouSamra v. Excela Health,* the Pennsylvania Supreme Court set forth a new analysis for waiver of the attorney work product doctrine and raised new attorney-client privilege concerns relevant to construction clients dealing with outside consultants. The attorney-client privilege and attorney work product doctrine have key differences. The attorney-client privilege protects confidential communications between client and attorney from discovery, encouraging free and open communication that will enable attorneys to more effectively represent clients. The attorney work product doctrine protects any materials, or "work product," prepared by or for an attorney in anticipation of litigation from discovery.

BouSamra involved a lawsuit filed by a cardiology practice against hospital operator, Excela Health. The dispute arose after Excela held a press conference and released information suggesting that the plaintiff's practice had performed unnecessary procedures on patients, allegations that the plaintiff argued were false. After the plaintiff sued Excela, it was revealed that the press conference was orchestrated by a public relations firm hired by Excela and that various emails containing legal advice from Excela's outside counsel to its in-house attorneys were forwarded to the public relations firm.

When the plaintiff sought to discover these emails in the course of litigation, a dispute arose as to whether the emails were protected by attorney-client privilege or whether the privilege was destroyed when the communications were forwarded to the public relations firm. Excela argued that privilege was not waived because the public relations firm was Excela's agent/representative. The trial court disagreed and ordered that the emails be disclosed. However, the trial court did not address the applicability of the attorney work product doctrine. The defendants, appealing the trial court's order, asserted that the work product doctrine and the attorney-client privilege barred discovery of the documents. The Superior Court upheld the trial court's order, finding that Excela had waived attorney-client privilege when it shared the emails with its public relations firm. As for the work product doctrine, the Superior Court reasoned that it was inapplicable.

The Pennsylvania Supreme Court affirmed the Superior Court's finding that Excela waived the attorney-client privilege. The Court reasoned that, at times, privileged correspondence may include a third-party where it is necessary for the lawyer to furnish legal advice or prepare for possible litigation. In *BouSamra*, however, forwarding the correspondence to the public relations firm was not a prerequisite to and did not aide the lawyer's ability to provide legal advice to Excela. The Court focused on the purpose of forwarding the otherwise privileged communication, which, in this case, was management of public relations and not preparation for litigation.

Turning to the work product doctrine, the Supreme Court held that "the attorney work product doctrine is not waived by disclosure unless the alleged work product is disclosed to an adversary or disclosed in a manner which significantly increases the likelihood that an adversary or anticipated adversary will obtain it." In other words, the inquiry set forth by the Court is whether forwarding the email increased the likelihood that Excela's adversary would obtain it. However, because the Court found it did not have a sufficient factual record to conduct the necessary waiver analysis, the matter was remanded to the trial court for application of the newly articulated work product waiver standard.

Although *BouSamra* relates to a hospital operator's communications with a public relations firm, the Court's holding has broad applicability, including to the construction industry. While the Court's decision on the work product doctrine mainly raises concerns for lawyers in the course of representing clients, it also provides important guidance to both lawyers and clients when dealing with communications that include or will be sent to third parties. Virtually all construction projects of any appreciable size involve owners, contractors, and subcontractors employing an array of outside consultants, including construction managers, architects, engineers, scheduling consultants, and environmental consultants. Parties involved on a construction project must be aware of the potential that communications with their legal counsel could become discoverable in litigation, even when those communications are shared with an outside consultant with whom the party believes it has a confidential relationship. In light of *BouSamra*, this is particularly important when the communication does not involve a lawyer's mental impressions, conclusions, opinions, or other correspondence, and, therefore, is potentially not protected by the work product doctrine. Likewise, a party must not assume that copying legal counsel on communications to one or more of its consultants automatically renders the communication privileged.

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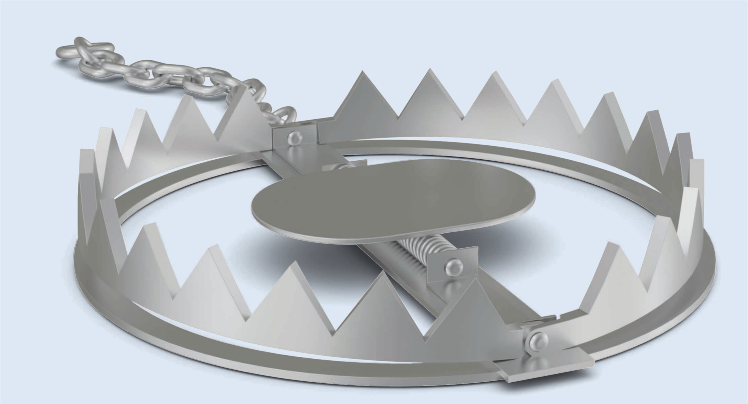
Buyer Beware: Transferring Your Workers' Compensation Experience Rating in a Business Transaction

By Brian A. Lawton



The "experience modifier" is a method of adjusting an employer's premium for workers' compensation policy based upon the employer's previous loss experience. The premise behind an experience modifier is that the employer's historical workers' compensation claims will be a good forecast for its future losses.

The experience rating is typically assigned by a rating bureau based upon information supplied by an employer's insurance company. Depending on the employer's jurisdiction, the rating bureau may be the National Council on Compensation Insurance (NCCI), which is the rating bureau in the majority of states, or a rating bureau established for the state in which the employer has workers.

Insurance companies submit statistical reports to the rating bureau for each employer that they insure, including the payroll classification code for each of the employer's workers, payrolls for each classification, and premium and claim information. The rating bureau uses this information to apply the same rate to all employers in a state, based on an industry class. The rate applied to each class is an average rate that does not recognize the individual characteristics of a particular employer.

The experience modifier is calculated based upon a comparison of the employer's own experience to the industry average. The individual employer's experience modifier is calculated using historical claims data based upon claim frequency and claim amount. This experience is measured against the experience of companies of a similar size in the employer's class. A value of 1.00 is average, meaning an employer's losses equaled the expected losses of similarly situated businesses during the rating period. An experience modifier greater than 1.00 means the employer experienced worse than expected losses during the rating period, and a modifier of less than 1.00 indicates better than expected losses during the rating period. Experience modifiers may be intrastate or interstate depending on whether a company has operations in two or more states where NCCI is the rating bureau. The workers' compensation premium is adjusted based upon the employer's experience modifier.

From the perspective of the insurance company, the experience rating allows the workers' compensation insurer to collect the appropriate premium to cover the insured risk. From the perspective of the employer, the experience rating creates an incentive for the employer to reduce its losses. Finally, the experience rating may be considered by third parties as an indicator of the employer's safety record.

This raises the issue of what effect a business purchase will have on the experience rating of the acquiring company. The size of the acquiring company may increase by adding additional employees to the payroll. In addition, the acquiring company's classification may change depending on whether the acquired company was in the same line of business. However, is the loss history of the acquired company an accurate forecast of the anticipated future loss experience of the acquiring company?

When a business is purchased, or where two companies combine, the loss history of the acquired company will typically affect the experience modifier of the acquiring company. This will often come as an unwelcome surprise for the unprepared, resulting in an unanticipated cost in the form of higher premiums.

The general rule is that the experience rating of the acquired business will be transferred to the acquiring company. The transfer is triggered by a change in ownership, which can take the form of: a transfer of an entity's ownership interest, the transfer of the assets of one entity to a new entity, the entities undergoing a merger, formation of a new entity that is effectively a successor to another entity, or a proceeding in which a trustee or receiver is appointed to operate a business. The terms of the workers' compensation policy typically require that notification is provided within 90 days after an ownership change event occurs. The experience modifiers of the two companies are combined on a weighted basis to calculate a new modifier.

The premise of this general rule is that the acquiring company's experience rating should reflect the acquired company's past experience. In addition, this general rule is intended to protect insurers from an employer changing the form of ownership or structure of a company in order to avoid the consequences of a poor experience rating. This general rule does not apply across all jurisdictions; there are variations on a state level that need to be considered depending on the locale of the acquired company.

Planning goes a long way in dealing with the potential impact resulting from acquiring the experience rating of another employer as a result of a business transaction. The first step is to be aware of the issue. The second is to engage in due diligence on the issue by reviewing the workers' compensation history of the entity being acquired and its experience modifier. The third is to make an estimate of the new experience modifier, and therefore new worker's compensation premium, after giving effect to the transaction. This estimate will permit the weighing of the cost of acquiring the experience rating, which may be factored into the purchase of the business.

***Brian** is a Partner in the firm's Business Transactions Group and can be reached at 412.227.5952 or blawton@cohenseglias.com.*

Q&A with Steven M. Williams

Our newsletter team recently sat down with the Chair of the firm's Commercial Litigation Group, Steve Williams.

Q: Tell us a little about your practice and the Commercial Litigation Group.

A: I provide a full range of legal services to help my clients avoid and resolve problems, as well as maximize the success of their businesses. I consult with my clients on day-to-day issues and advise them on the best course of action. If a legal issue can't be resolved, I engage in dispute resolution efforts to help my clients get the results they need and want.

I handle matters involving all forms of real estate disputes, professional licensing issues (primarily for real estate professionals), disputes involving condominium and homeowner associations, employment matters, construction matters, debt collection, and bankruptcy matters, as well as business, partnership, and corporate matters.

A major portion of my practice is devoted to assisting landlords, property owners, and management companies, both residential and commercial, in disputes with tenants. I represent hundreds of entities, many of whom are national players who cumulatively own/manage tens of thousands of units in Pennsylvania. Whether in litigation or just counseling clients, I handle basic landlord/tenant relations matters, evictions, lease breaches, collections, lease drafting and negotiations, and fair housing (discrimination) issues.

I also represent businesses who are the targets of consumer protection investigations conducted by governmental agencies, such as the Pennsylvania Office of Attorney General, the Department of Justice, and the U.S. Department of Housing and Urban Development, as well as lawsuits filed by consumers.

Overall, our Commercial Litigation Group currently has 21 attorneys who practice in a wide array of areas and whose clients work in many different industries. We handle just about any issue that confronts businesses, including matters involving real estate, toxic torts, contract disputes, constitutional law, securities class actions, business divorce disputes, lending disputes, bankruptcy, debt collections, and tax issues, as well as consumer protection risk management, indemnification and insurance coverage issues.

Q: What types of clients do you represent?

A: My clients include businesses of all sizes, from small and midsize organizations to large national companies. They work in a variety of industries, including construction, manufacturing, real estate and property management, financial services, retail, banking, professional services, and energy. I also represent municipal authorities and agencies, trade associations and condominium and homeowner associations.

Q: What do you like most about your practice?

A: Relationships matter to me. I enjoy getting to know my clients and their businesses. Each one is different, approaches decision-making in a unique way, and has its own philosophy regarding dispute resolution.

I also truly enjoy helping my clients. In some cases, the matters I handle may seem small and inconsequential to the outsider. In others, the risks can threaten my clients' entire existence. All of my clients' legal issues matter to me, regardless of size and scope. I approach each issue with the same seriousness and recognition that my clients deserve.

I enjoy watching my clients' successes and doing what I can to help achieve them. Whether obtaining a favorable jury verdict, successfully negotiating a business deal, or fending off a disgruntled employee's claims, I celebrate each completed project with my clients. And, throughout each case or project, my clients and I work as a team, doing all we can together to ensure a successful outcome.

Steve is Chair of the Commercial Litigation Group and Managing Partner of the firm's Harrisburg office. He can be reached at 717.480.5302 or swilliams@cohenseglias.com.

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