
# COMMERCIAL DISPUTES OBSERVER

NEWS ON CONTEMPORARY ISSUES

Fall 2006

## MESSAGE FROM THE CHAIR

### TO THE FRIENDS OF COZEN O'CONNOR:

Many of you know Tom Wilkinson as a top notch commercial litigator who chairs our Alternative Dispute Resolution Practice Group. Others of you know him as a member of the Board of Governors of the Pennsylvania Bar Association (PBA) and the long-time chair of the PBA's Legal Ethics and Professional Responsibility Committee. A frequent author and lecturer, Tom is also an adjunct professor at Villanova Law School, where he teaches the course on Legal Professionalism.

I wanted to highlight for you two of Tom's recent accomplishments that exemplify his quest for equal justice, and his commitment to the ideal of judicial independence.

Last summer, the Pennsylvania Legislature voted itself a pay raise in a manner that generated a massive voter backlash. One component of the legislation also raised the salaries of all members of the Pennsylvania judiciary by indexing their compensation to the salaries of federal judges at stepped down levels. The laudable goal of that change was to shield judicial salaries from the political process and reduce the perception of conflicts of interest when judges were required to rule on controversial legislation produced by the same legislators who controlled their compensation levels.

When the legislature bowed to popular will and repealed their own pay raise, they also attempted to repeal the judges' pay raise. A group of judges challenged the repeal, contending that the state constitution prohibited any reduction in judicial salaries during the course of their terms in office. Tom headed a team retained by the PBA to draft an amicus brief highlighting the need for adequate judicial compensation, the vital importance of judicial independence from outside political pressures and the PBA's central role in crafting the controlling language during the 1967-68 constitutional convention. In a 100 page decision, the Pennsylvania Supreme Court ruled in favor of the judges' constitutional challenge, favorably referenced the PBA's arguments, and held that the judicial pay raise should be reinstated.

Tom also was designated lead counsel in a high profile challenge to the City of Hazleton's "Illegal Immigration Relief Act," the nation's first local ordinance enacted to punish businesses and landlords who employ or rent to undocumented immigrants. The law also adopted an "English only" rule requiring that no official city documents be printed in any other language. Tom led the Cozen O'Connor team in conjunction with non-profit community justice organizations and Latino groups that secured a federal court stay of enforcement of the law. The challenge maintains that immigration law and policy is a function reserved to the federal government under the U.S. Constitution and that the city ordinance is overbroad and inconsistent with federal law in various respects. The lawsuit has forced the city to repeal the law and replace it with ordinances the city maintains are less punitive and conform to federal requirements.



**IN THIS ISSUE**



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As these high profile representations demonstrate, Tom's commitment to the legal profession and to improvement of the justice system goes far beyond teaching professionalism and drafting legal ethics opinions. He practices what he preaches, and, in doing so, he is a role model to us all, and a true example of what the legal profession has to offer.

Ann Thornton Field

Sincerely,
Ann Thornton Field
Chair, Commercial Litigation Practice Group

## RECENT DEVELOPMENTS REGARDING CLASS ACTIONS

### CLASS CERTIFICATION REQUIRES A FINDING OF A COMMONALITY OF CLAIMS

In *Wachtel v. Guardian Life Insurance Company of America*, 453 F.3d 179 (3d Cir. 2006), the United States Circuit Court for the Third Circuit held that, in order to certify a class, it was not sufficient for the trial court to define the class. Instead, the trial court had to define the class, as well as the claims which would be tried.

*Wachtel* involved a putative class action by people with "point of service" health insurance, which allowed them to receive care from either in-network or out-of-network healthcare providers. The putative class challenged the way in which "usual, customary and reasonable" health care costs, upon which reimbursements for out-of-network treatments were based, were calculated.

The trial court certified a nationwide class. In doing so, it discussed the commonality of class members, the typicality of the named plaintiffs' claims, and the reasons class treatment would be both preferable and practical. The trial court did not, however, explicitly address what claims, issues or defenses would be tried on a class basis.

The Third Circuit reversed the certification, finding that the trial court had failed to adequately define the class claims. In doing so, the Third Circuit noted that no appellate court had addressed the 2003 amendments to Rule 23, which require trial courts to define the issues that will be tried, as well as the class that will try them. As a result, the Third Circuit took it upon itself to provide guidance for the lower courts.

After noting that trial courts often discuss the claims, issues and defenses in a given case when analyzing the commonality, typicality and the predominance of class claims, the Third Circuit instructed the trial courts to explicitly state what issues, claims and defenses will be tried on a class basis. While the Third Circuit did not require this statement to take any particular form, it suggested that trial courts include a paragraph akin to the traditional "class certification paragraph" in their order, stating explicitly what issues, claims and defenses are to be tried. Third Circuit noted that clear definition of the claims and issues to be tried would facilitate giving notice to the class, since the class would now know exactly what claims it was opting into or out of.

Kevin Berry, a member in Cozen O'Connor's Philadelphia office who has defended many class

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actions, observed that the Third Circuit was clearly concerned with the interplay between the class issues, claims and defenses, and the numerosity, commonality, typicality and predominance of the class members. Berry also noted that the rules set forth in *Wachtel* are clear, and can easily be applied by trial courts. As a result, Berry said that defendants would be well advised to use the *Wachtel* analysis to focus the trial court on exactly what claims are to be tried, since such a focus could convince the trial court that class issues do not actually predominate, and that individual treatment would be preferable.

*For more information, or to discuss the effect and impact of Wachtel v. Guardian Life Insurance Company of America, 453 F.3d 179 (3d Cir. 2006), please call Kevin Berry at (215) 665-4611.*

## RECENT DEVELOPMENTS REGARDING JOINT DEFENSE AGREEMENTS

### ORAL JOINT DEFENSE AGREEMENTS ARE ENFORCEABLE

In *Executive Risk Indemnity, Inc. v. Cigna Corporation*, 2006 WL 2439733 (Phila. C.P. Aug. 18, 2006), the Philadelphia, Pennsylvania Commerce Court held that oral joint defense agreements are enforceable, so long as the parties to the joint defense agreement have a common interest.

*Executive Risk* involved a coverage dispute between Cigna and its insurers. Executive Risk participated in the first layer of Cigna's excess coverage. In the course of defending against Cigna's claims, Executive Risk shared information with the other carriers in the same layer under an oral joint defense agreement. Eventually, the other carriers agreed to mediate with Cigna. Executive Risk originally balked at attending the mediation, since Cigna had not responded to the excess carriers' coverage position, and since Cigna had refused to include its underlying carrier in the mediation. After it learned that Cigna had settled with its underlying carrier, Executive Risk showed up at the mediation. Even though it showed up, Executive Risk was asked to leave the mediation. Although Cigna settled with its other excess insurers at the mediation, it proceeded to litigate against Executive Risk.

During the litigation between Cigna and Executive Risk, Cigna sought materials Executive Risk had exchanged with the other excess insurers. Executive Risk argued that those materials were protected by a joint defense privilege. The Commerce Court agreed, noting that the attorney/client privilege had traditionally been extended to attorneys' employees, as well as to groups of attorneys working together. As a result, the Commerce Court held that the privilege extended to a group of attorneys working collectively for co-defendants. The Commerce Court found, however, that the joint defense privilege ended when Executive Risk was excluded from the mediation, since the exclusion of Executive Risk made it clear that its interests had diverged from those of its co-defendants.

Sara Anderson Frey, a member in Cozen O'Connor's Philadelphia office who handles many multi-party cases, noted that *Executive Risk* is one of the few decisions actually addressing the joint defense privilege. While defendants should take comfort in the fact that the *Executive Risk* Court found that an oral joint defense agreement was enforceable, Frey said that defendants should

be mindful of the fact that the *Executive Risk* Court cut off the joint defense privilege when the defendants' interests diverged. In light of the *Executive Risk* Court's decision to cut off the privilege when Executive Risk was excluded from the mediation, and the fact that its holding was premised on its finding that it was reasonable for Executive Risk to believe its communications with the other defendants would be kept confidential, Frey predicted that it would be more difficult to enforce a joint defense agreement if the defendants had asserted crossclaims against each other. Frey therefore advises her clients to consider entering into an agreement to defer crossclaims if they wish to pursue a joint defense.

*For more information, or to discuss the effect and impact of Executive Risk Indemnity, Inc. v. Cigna Corporation, 2006 WL 2439733 (Phila. C.P. Aug. 18, 2006), please call Sara Anderson Frey at (215) 665-2199.*

## RECENT DEVELOPMENTS REGARDING PRODUCTS LIABILITY

### MASSACHUSETTS ADOPTS THE "SOPHISTICATED USER DOCTRINE"

In *Carrel v. National Cord & Braid Corp.*, 852 N.E.2d 100 (Mass. 2006), the Massachusetts Supreme Court adopted the "sophisticated user doctrine" as an affirmative defense in product liability cases.

*Carrel* involved a Boy Scout who was hit in the eye by a bungee cord while pulling another Scout to the end of a "zip line." The accident happened at a summer camp that ran special programs to build boys' confidence. After observing that boys often failed to reach the end of the "zip line," the camp's instructor tied a bungee cord to the end of the block that connected the camper to the line. When a camper using the "zip line" got stuck, other campers were told to pull on the bungee cord in order to tow the stuck camper to the end of the line. When Carrel was pulling on the line, the line came untied from the block, snapped back, and hit him in the eye.

Carrel sued the bungee cord's manufacturer, alleging that the manufacturer should have warned that the type of bungee cord it sold could become untied easily. The trial court instructed the jury that there was no duty to warn of either obvious or known hazards. The trial judge also instructed the jury that they could take the product user's experience, expertise and knowledge into account. After considering these instructions, the jury found that there was no duty to warn.

The Massachusetts Supreme Court affirmed. In doing so, the Massachusetts Supreme Court explicitly adopted the "sophisticated user doctrine." It did so because it recognized that a warning could be superfluous when given to a sophisticated user, and because it believed that the inquiry as to whether a warning was necessary turned on the end-user's level of sophistication. Since the defendant introduced evidence that the Boy Scouts had sent national specialists to inspect the summer camp, and that the Boy Scouts and the summer camp had a great deal of familiarity with bungee cords, the Massachusetts Supreme Court found it was appropriate to apply the "sophisticated user doctrine."

John McDonough, a member in Cozen O'Connor's Downtown New York office who chairs that office's products liability group, observed that the Massachusetts Supreme Court found that the "sophisticated user doctrine" was simply a corollary of the "open and obvious" doctrine. As a result, the *Carrel* Court's decision can be seen as giving defense counsel additional latitude to argue that, in the particular case facing the jury, an additional warning would


not have made any difference. McDonough also commented that *Carrel* shows that a careful defense can prevail over an extremely sympathetic plaintiff.

*For more information, or to discuss the effect and impact of Carrel v. National Cord & Braid Corp., 852 N.E.2d 100 (Mass. 2006), please call John McDonough at (212) 908-1226.*

## RECENT DEVELOPMENTS REGARDING TORT CLAIMS

### STATUTES PROVIDING FOR THE TAXATION OF EMOTIONAL DISTRESS DAMAGES AND DAMAGES TO REPUTATION ARE UNCONSTITUTIONAL

In *Murphy v. Internal Revenue Service*, 460 F.3d 79 (D.C. Cir. 2006), the United States Circuit Court for the District of Columbia held that the IRS' attempts to tax a damages award for emotional distress or damage to reputation were unconstitutional because compensation for emotional distress or damages to reputation does not constitute income.

*Murphy* involved a plaintiff who had prevailed on a whistleblower claim. At trial, she claimed that, as a result of the emotional distress caused by being "blacklisted" by her employer, she suffered emotional distress and damage to her reputation. She presented expert testimony that her emotional distress resulted in physical injuries, including teeth grinding, anxiety attacks, shortness of breath and dizziness. She was awarded damages for these injuries.

After trial, Murphy claimed that her award was not subject to income tax. The IRS disagreed, arguing that her award was not the result of physical injury or physical sickness. The trial court agreed with the IRS, and found that emotional distress damages, as well as damages to reputation, were not "physical," and were therefore subject to tax. The trial court also held that the root cause of the plaintiff's physical injuries – her teeth grinding, anxiety attacks, and the like – was her emotional distress. Since it found that the root cause of the plaintiff's physical injuries was emotional, the trial court held that the entire award was taxable.

While the D.C. Circuit agreed with the trial court's finding that the root cause of the plaintiff's injuries was non-physical emotional distress, and that the applicable statute therefore provided that the award was subject to tax, the D.C. Circuit went further and considered whether the statute was constitutional. After reviewing many authorities holding that a "return of capital" is not "income" which is subject to taxation, the D.C. Circuit held that the plaintiff's award was to compensate her for the loss of something – her emotional well being and reputation – that was not originally taxable. As a result, the D.C. Circuit held that the law providing for the taxation of emotional distress and other non-physical damages was unconstitutional.

Ted Bryant, a member in Cozen O'Connor's Seattle office, suggested that the practical effect of *Murphy* will be to eliminate the need to attempt to attribute a portion (often the largest portion) of a settlement amount to particular tort claims in order to attempt to shelter a portion of the recovery for taxation. Bryant also thought that *Murphy* would have the effect of reducing the cost of certain settlements, since plaintiffs are traditionally concerned with the amount of money they will "clear" after taxes, costs and attorneys fees. Bryant therefore predicted that,

especially in close cases, *Murphy* might make settlements easier to reach.

*For more information, or to discuss the effect and impact of Murphy v. Internal Revenue Service, 460 F.3d 79 (D.C. Cir. 2006), please call Ted Bryant at (206) 224-1297.*

## RECENT DEVELOPMENTS REGARDING THE UNIFORM FIDUCIARIES ACT

### BANKS NEED NOT KNOW THAT THEY ARE DEALING WITH A FIDUCIARY IN ORDER TO BE PROTECTED BY THE UNIFORM FIDUCIARIES ACT

In *Springfield Township v. Mellon PSFS Bank*, 889 A.2d 1184 (Pa. 2005), the Pennsylvania Supreme Court held that a bank does not have to know that it is dealing with a fiduciary in order to be protected by the Uniform Fiduciaries Act.

*Springfield* involved an administrator of a township pension plan who misappropriated several pension fund checks by depositing them into his account. The trial court instructed the jury that the Uniform Fiduciaries Act could only apply if the bank knew that the depositor was a fiduciary. The jury found that the bank did not know that the administrator was a fiduciary. As a result, the Uniform Fiduciaries Act's protections did not apply, and the bank was found liable. The intermediate appellate court affirmed.

The Pennsylvania Supreme Court reversed, and held that a bank does not have to know that it is dealing with a fiduciary in order to be protected by the Uniform Fiduciaries Act. Instead, the Pennsylvania Supreme Court decided that the relevant inquiry was whether or not the depositor was a fiduciary who had the authority to endorse and deposit checks. The Pennsylvania Supreme Court based its holding on the text of the Act, as well as on the fact that, had the bank called the township and inquired if the administrator was authorized to deposit checks, the township would have confirmed that the administrator was authorized to do so.

Aaron Krauss, a member in Cozen O'Connor's Philadelphia office who represents banks in check claims, said that the Pennsylvania Supreme Court appeared to have been influenced by the fact that the bank did not gain anything from the administrator's acts. As a result, Krauss suggested that the Pennsylvania Supreme Court's holding is an application of the general rule that an agent's principal, rather than an innocent third party, should bear the risk of the agent's wrongdoing.

*For more information, or to discuss the effect and impact of Springfield Township v. Mellon PSFS Bank, 889 A.2d 1184 (Pa. 2005), please call Aaron Krauss at (215) 665-4181.*

## RECENT DEVELOPMENTS REGARDING WAIVER OF THE ATTORNEY CLIENT PRIVILEGE

### THE TENTH CIRCUIT REJECTS SELECTIVE WAIVERS OF THE ATTORNEY/CLIENT PRIVILEGE

In *In re Quest Communications International, Inc. Securities Litigation*, 450 F.3d 1179 (10th Cir. 2006), the United States Court of Appeals for the Tenth Circuit held that a corporation could not selectively waive the attorney/client privilege by disclosing otherwise privileged documents to government investigators.


*Quest* involved a government investigation into Quest's business practices. In an effort to stave off possible criminal charges or SEC action, Quest agreed to produce over 220,000 pages of documents generated by Quest's lawyers during their internal investigation. Quest did not, however, produce an additional 390,000 pages of documents generated during the investigation. While Quest produced documents to the government under a confidentiality agreement, that confidentiality agreement explicitly allowed the government to share the information with other government agencies and its own experts, and to use the documents in court proceedings.

When securities class action plaintiffs sought copies of the documents Quest had produced to the government, Quest objected, claiming that the documents were privileged. The trial court disagreed, and found that Quest had waived the privilege.

The Tenth Circuit affirmed, and held that the attorney/client privilege cannot be selectively waived. In reaching its holding, the Tenth Circuit noted that the concept of selective waiver had been rejected by most other courts. Significantly, the Tenth Circuit addressed amici, including the Association of Corporate Counsel and the Chamber of Commerce of the United States of America, who argued that, in light of the "Holder Memorandum" directing government attorneys to consider whether a company waived the attorney/client privilege when deciding whether a company had cooperated with an investigation, there was a "culture of waiver" in which companies could not refuse to make disclosures to the government. After noting that common law privileges typically evolve, and are not usually created out of whole cloth, the Tenth Circuit observed that Quest had, in fact, withheld 390,000 pages of documents under a privilege claim. The Tenth Circuit therefore believed that Quest had "hedged its bets" on the privilege. More importantly, the Tenth Circuit found that Quest's willingness to disclose some, but not all, of its privileged documents demonstrated that a selective waiver doctrine was not needed to encourage companies to cooperate with the government.

Chris Murphy, a member in Cozen O'Connor's Chicago office who previously served as in-house counsel, commented that, while the Tenth Circuit was troubled by the potential for a "culture of waiver," the Court observed that the amici had not presented any empirical evidence of how frequently companies were "forced" to waive the attorney/client privilege. Given its comments on how common law privileges evolve slowly, Murphy said it is not surprising that the Tenth Circuit decided not to take an aggressive stance to combat a "culture of waiver." With that being said, Murphy thought that the Tenth Circuit's decision to all but ask Congress to consider changing the rules of evidence and the guidelines for government agencies with regard to seeking the disclosure of otherwise privileged communications suggests a recognition that some action will be necessary to prevent undue pressure from being brought on companies to waive the attorney/client privilege.

*For more information, or to discuss the effect and impact of In re Quest Communications International, Inc. Securities Litigation, 450 F.3d 1179 (10th Cir. 2006), please call Chris Murphy at (312) 382-3155.*

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