Nochumson Discussess The Do’s And Don’t’s When Applying For And Entering Into A Lease

At a seminar sponsored by Lorman Education Services entitled “Residential Landlord-Tenant Law in Pennsylvania”, Alan Nochumson taught about the do’s and don’t’s when applying for and entering into a residential lease agreement in Pennsylvania as well as new developments in the law in Pennsylvania pertaining to the landlord-tenant relationship.

Vertical Position 35%

Pennsylvania Protects Homeowners From Being Victimized By Unscrupulous Contractors

Under HICPA, any contractor must register with the state. Among other things, the contractor must provide the names, home addresses, telephone numbers, driver’s license numbers, social security numbers, and all prior business names and addresses of the home improvement businesses operated by any individual maintaining an ownership interest in the company.

Additionally, the contractor is obligated under HICPA to disclose if the company or its principals have ever been convicted of a criminal offense relating to a home improvement transaction, fraud, theft, deception or fraudulent business

practices, have had any adverse judgments relating to a home improvement transaction, have ever sought bankruptcy protection, or have had a certificate or similar license issued by another state or governmental entity revoked or suspended.

You can verify that a contractor registered under the HICPA online or by calling the state's toll-free hotline,1-888-520-6680.

HICPA also mandates that the contractor obtains and provides proof of liability insurance covering personal injury and insurance for property damage in a minimum amount of $50,000.

HICPA further places severe restrictions upon the terms and conditions of home improvement transactions. Such transaction must be memorialized in writing and contain the contact information for the contractor and all subcontractors that are known to the contractor as of the date of the signing of the contract, the total amount due for the work to be performed, the amount of any down payment to be advanced by the homeowner, the approximate starting date and completion date of the work, a description of the work to be performed and the materials to be used, the current amount of insurance maintained by the contractor at the time of signing the contract, the toll-free telephone number for the state agency in charge of enforcing HICPA, and a notice providing that the homeowner may rescind the contract within 3 business days of signing the contract.

If the contractor includes an arbitration clause in the contract, that clause must be displayed in the contract in capital letters, 12-point, bold face type, on a separate piece of paper, contain a separate line for the homeowner to sign and date, and state whether the clause is binding or can be appealed.

HICPA also prohibits a contractor from including a contractual

provision allowing for an award of attorney fees and costs or requiring the homeowner to pay a down payment in excess of 1/3 of the contract price to the contractor.

A contractor is required to fully refund any amount paid by a customer within 10 days after the contractor receives a written request for refund if 45 days have passed since the work was to begin and no substantial portion of the work has been performed.

During the course of the work, a contractor cannot materially deviate from work plans or specifications as agreed upon in the contract without a written change order that contains the price change for the deviation.

Before you enter into a home improvement project with a contractor, you should make sure the contractor has complied with each and every obligation set forth under HICPA.

Post Excerpt If you are in the process of retaining the services of a contractor for a home improvement project in Pennsylvania, you should look into whether the contractor is complying with the governmental requirements set forth under the Home Improvement Consumer Protection Act (HICPA).

Vertical Position 100%

Unit Owners Can Be Liable For Condo Association's Legal Fees

A judgment entered by Philadelphia Court of Common Pleas Judge Gary S. Glazer in *315 Arch St. Condominium Association v. 315*

Arch St. Realty 2005 LP, 2014 Phila. Ct. Com. Pl. LEXIS 193 (April 1, 2014), in favor of a condominium association and against a unit owner reminded me of the enormous power condominium associations across the state possess in collecting condominium assessments against their unit owners.

In *315 Arch St. Realty*, Glazer found that a condominium association was entitled to judgment of approximately $100,000 against its developer, who still owned several units in the building, as a result of the developer's failure to pay condominium assessments due to the condominium association. What is most telling about the nature of the judgment is that the judgment included the imposition of almost $30,000 in legal fees and costs the condominium association incurred as a result of litigating the dispute with its unit owner.

This recent trial court ruling merely highlights that unit owners in Pennsylvania must pay their condominium assessments or face some rather dire consequences.

The seminal case in this area of the law is *Rivers Edge Condominium Association v. Rere*, 568 A.2d 261 (Pa. Super. Ct. 1990).

In *Rivers Edge*, the state Superior Court held that a unit owner cannot withhold condominium assessments even when they believe that their condominium association is not performing its obligations properly. In a strongly worded opinion, the Superior Court stated that such self-help by a unit owner would not be tolerated.

Instead, according to the Superior Court in that case, when the unit owner believes that the condominium association has not performed its obligations under either the condominium declaration or Pennsylvania's Uniform Condominium Act, 68 Pa. C.S. Section 3101 *et seq.*, the unit owner must still pay their assessments due to the condominium association and then institute a separate legal action against the condominium

association for the condominium association's failings or misdeeds.

The Superior Court in *Rivers Edge* emphasized that a unit owner's obligation to pay condominium assessments is not contingent upon a condominium association's performance or the lack thereof.

Since the Superior Court's ruling in *Rivers Edge*, Pennsylvania courts have consistently ruled that a unit owner does not have a right of setoff or deduction against a condominium association even when the condominium association is in the wrong. In doing so, these courts have refused to undertake a fact-finding examination of the management of the condominium building, realizing the serious financial difficulties condominium associations would face if they had no recourse to collect unpaid condominium assessments against their unit owners.

Despite the foregoing, many unit owners unwittingly still withhold their condominium assessments as leverage in disputes with their condominium associations. What many of these unit owners do not consider when doing so is that the condominium association is entitled to the reimbursement of its legal fees and costs under most condominium declarations and Section 3315 of the Uniform Condominium Act.

Condominium associations are created by a document that is called a condominium declaration. The condominium declaration describes the most important rights and obligations of the unit owners. Most, if not all, condominium declarations contain a provision requiring a unit owner to reimburse the condominium association if the unit owner breaches its terms and conditions.

Additionally, under Section 3315(f) of the Uniform Condominium Act, a condominium association is entitled to collect its legal fees and costs as part of any judgment obtained against

its unit owners for unpaid condominium assessments.

From my experience, most disputes between condominium associations and their unit owners tend to spiral out of control and the legal fees and costs sometimes outstrip the amount in controversy.

Pennsylvania courts, however, are unmoved by the amount in controversy when awarding legal fees and costs to condominium associations, as evidenced by the judgment obtained by the condominium association in *315 Arch St. Realty*.

In *Mountain View Condominium Association v. Bomersbach*, 734 A.2d 468 (Pa. Commwlth. Ct. 1999), the Commonwealth Court refused to strike an award of legal fees and costs in the approximate amount of $50,000 even though the amount in controversy was originally $1,200.

The Commonwealth Court in *Mountain View* noted that the unit owner engaged in legal "trench warfare" for more than a decade. As the condominium association elected not to back off, it was entitled to the collection, by way of the condominium declaration, of the legal fees and costs it incurred during this extended period of time.

In reaching this conclusion, the Commonwealth Court in *Mountain View* indicated that any holding to the contrary would cause chaos in condominium associations whose compliant unit owners would have to bear the cost of dealing with noncompliant unit owners.

In *Centennial Station Condominium Association v. Schaefer Co. Builders*, 800 A.2d 379 (Pa. Commwlth Ct. 2002), the Commonwealth Court clarified that, in order for a condominium association to obtain an award consisting of legal fees and costs against its unit owner, the condominium association has the burden of proving the actual legal fees and costs so incurred. In doing so, the Commonwealth Court refused to allow the award of a flat fee charged by the attorney representing

the condominium association in handling the collection of the unpaid assessments.

In *Wrenfield Homeowners Association v. DeYoung*, 600 A.2d 960 (Pa. Super. Ct. 1991), the Superior Court outlined the evidence required of a condominium association that seeks reimbursement of its legal fees and costs.

While the parties in *Wrenfield Homeowners* stipulated at trial that the hourly rates of the attorneys representing the condominium association were fair and reasonable, they disputed the reasonableness of the time expended by these attorneys.

At trial, the condominium association offered expert testimony attempting to establish the reasonableness and necessity of the time spent by the attorneys representing the condominium association. Based upon that testimony and the trial court's independent evaluation of the record, the trial court determined that the time expended by these attorneys was reasonable under the circumstances.

As the condominium association did not engage in unnecessary legal efforts aimed at prolonging the litigation, the Commonwealth Court in *Wrenfield Homeowners* agreed that the trial court did not abuse its discretion in awarding the total amount requested by the condominium association for its legal fees and costs.

LESSONS LEARNED

The judgment obtained by the condominium association in *315 Arch St. Realty* merely confirms that a unit owner has no choice but to pay their condominium assessments and, if they do not, they will also be liable for the legal fees and costs incurred by the condominium association in connection with the collection of the unpaid condominium assessments.

Since the amount of legal fees and costs incurred by the

condominium association typically outstrips the amount of the condominium assessments due, if a unit owner truly has objection to the management of the condominium building, the unit owner's best and only course of action is to commence a lawsuit against the condominium association and possibly others and, in the meantime, continue paying the condominium assessments while the litigation is taking place.

Alan Nochumson

Vertical Position 100%

Philadelphia School Income Tax: What You Should Know

The School Income Tax applies to income derived from S corporations and partnership distributions, rental income, estates and trusts income, short term capital gains, certain forms of dividends and interest income and "other" taxable income such as royalty or copyright income, an award of punitive damages, the monetary value of any prize or award, income from any annuity under an insurance policy (unless payable from an employment contract as part of retirement or pension plan), and net proceeds from gambling.

All Philadelphia residents, even those who live in the City a portion of the calendar year, are required to file the School

Income Tax return and failure to do so can subject one to substantial fines and other penalties.

Considering the diversity of “unearned income” that is subject to the School Income Tax (and the accompanying exemptions), it would behoove all Philadelphians to consult closely with their accountants or financial advisors to ascertain that they are in compliance with the requirements of the School Income Tax.

Post Excerpt In the eye of the school funding crisis, the City of Philadelphia has begun to aggressively pursue collection of a tax many Philadelphians may not even be aware of – the School Income Tax, a tax on so-called “unearned income” that is imposed on even part-time Philadelphia residents.

Vertical Position 100%

Court Expands Scope Of Right To Redeem Property Sold At Tax Sale

An opinion recently issued by the Commonwealth Court may have dramatically changed the way tax sales in Philadelphia are viewed by delinquent property owners and third-party bidders.

In *City of Philadelphia v. F.A. Realty Investors*, 2014 Pa. Commw. LEXIS 341 (June 27, 2014), the Commonwealth Court held that a property owner in Philadelphia may redeem a property sold at a tax sale, without restriction, under the Municipal Claims and Tax Liens Act, 53 P.S. § 7101 *et seq.*, so long as the property owner exercises this right of redemption prior to the acknowledgment of the sheriff’s deed.

In *F.A. Realty Investors*, at the time the tax sale occurred, the property was a vacant residential property, the opinion stated. Two weeks after the tax sale took place, the property owner filed a petition with the trial court, exercising its right to redeem the property under the act by agreeing to pay the tax arrearage as well as all of the costs associated with the tax sale, the opinion said. The petition was filed by the property owner prior to the third-party bidder paying the balance of the auction price. Since the balance of the auction price was unpaid at the time, the sheriff never acknowledged the deed transferring the property to the third-party bidder.

According to the opinion, the property owner's petition to redeem the property was denied by the trial court as being premature based upon the trial court's interpretation of 53 P.S. Section 7293(a), which specifically provides that a property owner has the right to redeem a property after it is sold at a tax sale "at any time within nine months from the date the acknowledgement of the sheriff's deed." The trial court believed that, since the sheriff's deed was not acknowledged prior to the filing of the petition, the property owner had no right to exercise its right of redemption and the property owner first had to wait for the sheriff's deed to be acknowledged in order to file the petition.

The trial court also denied the petition as the property was deemed "vacant" under 53 P.S. Section 7293(c).

Under the act, a property owner's right of redemption does not apply to a vacant property and, according to Section 7293(c), a property is deemed "vacant" unless the property owner sets forth facts showing that the property was "continually occupied by the same individual or basic family unit as a residence for at least 90 days prior to the date of the sale and continues to be so occupied on the date of the acknowledgement of the sheriff's deed therefor." As it was undisputed by the parties that the property was unoccupied at the time the tax sale took place, the trial court concluded

that the property owner in *F.A. Realty Investors* was precluded under Section 7293(c) to exercise its right of redemption under the act.

On appeal, the Commonwealth Court ruled that the trial court incorrectly interpreted these cited sections of the act and remanded the matter back to the trial court for further proceedings.

In the opinion, the Commonwealth Court, among other things, tackled when a petition to redeem a property under the act may be filed by a property owner.

While the city of Philadelphia asserted that a property owner had to wait for the acknowledgement of the sheriff's deed before being able to file a petition to redeem a property and could only file the petition within nine months after the date of acknowledgement, the property owner in *F.A. Realty Investors* argued that such a petition may be filed at any time until nine months after the sheriff's deed has been acknowledged.

Under the rules of statutory construction, the Commonwealth Court pointed out that "it is presumed that the legislature does not intend an absurd result" and that "when the words of a statute are not explicit, the intention of the General Assembly may be ascertained by considering the consequences of particular interpretation." In doing so, the Commonwealth Court held that the "redemption statute is to be liberally construed so as to effect its object and to promote justice."

In the opinion of the Commonwealth Court, the purpose of tax sales is to recover delinquent taxes and by filing the petition to redeem the property owner has declared he or she is capable of doing so.

The Commonwealth Court explained that the city's interpretation of the act would lead to an absurd result. If the property owner had to wait to file a petition to redeem a

property subsequent to the acknowledgement of the sheriff's deed, the Commonwealth Court pointed out it would cause a delay in the collection of the delinquent taxes and force the bidder to expend more time and money on the property that could ultimately be redeemed.

In order to avoid such an absurd result, the Commonwealth Court concluded that a property owner under the act would have a right to redeem their property any time prior to nine months after the date that the sheriff's deed is acknowledged. In so concluding, the Commonwealth Court held that the property owner's petition in F.A. Realty Investors was properly filed.

The Commonwealth Court also addressed whether the property owner in *F.A. Realty Investors* even had the right to exercise its right to redeem the property since the property was vacant at the time the tax sale took place.

The property owner argued that Section 7293(c), which precludes a property owner from redeeming a vacant property under the act, only applies if the petition to redeem the property is filed after the sheriff's deed is acknowledged. On the other hand, the city maintained that a vacant property is never redeemable pursuant to Section 7293(c).

Similar to the Commonwealth Court's interpretation of Section 7293(a), the Commonwealth Court stated the plain language of Section 7293(c) did not specifically provide such a restriction upon a property owner to redeem the property.

The Commonwealth Court noted that "the legislature did not use language … that prohibits the redemption of vacant property prior to the acknowledgment of the sheriff's deed." As such, the Commonwealth Court indicated it is consistent to allow redemption of a vacant property before the sheriff's deed is acknowledged, but expressly not after.

LESSONS LEARNED

For all intents and purposes, the Commonwealth Court's ruling in *F.A. Realty Investors* expanded the scope of the right to redeem a property sold at a tax sale in Philadelphia. Previously, trial court judges in Philadelphia routinely denied petitions to redeem filed under the act prior to the acknowledgement of the sheriff's deed and if the property was not an occupied residential property at the time the tax sale occurred and through the issuance of the sheriff's deed.

As a result of this ruling, commercial property owners and property owners of other "vacant" properties in Philadelphia now possess an avenue of relief that did not exist until now. In order to preserve this right to redeem the property under the act, such petitions should be filed before the sheriff's deed is acknowledged. While, from my experience, it takes several months from the time of the tax sale for a sheriff's deed to be acknowledged, it would be prudent for such petitions to be filed expeditiously for obvious reasons.

Alan Nochumson

Landlord Responsible For Negligently Hiring Roofing

Contractor

When leasing a property, a property owner must keep the property in good repair. Unless the property owner maintains the property himself or herself, this requires the property owner to retain the services of independent contractors throughout the course of his or her property ownership.

In *Eagle Truck Services LLC v. Wojdalski*, 2014 Phila. Ct. Com. Pl. LEXIS 134 (Apr. 22, 2014), Philadelphia Court of Common Pleas Judge Frederica A. Massiah-Jackson, in a sharply worded memorandum opinion, explains why she, during a non-jury trial, found a property owner liable for damages sustained by his tenants as a result of a fire caused by a contractor who was replacing the roof to one of the buildings located on the property.

In *Wojdalski*, a commercial landlord leased space in separate buildings located on an 8-acre industrial park to a truck repair company as well as to an auto mechanic's shop, the opinion said.

During their tenancy, a complaint was lodged by the owner of the auto mechanic's shop about the roof in the building leaking. The landlord solicited bids from a couple of contractors, the opinion said. The landlord awarded the work to the contractor with the lower bid, the opinion said.

According to the opinion, the landlord located the contractor, Pawel Wojdalski, from a website of contractor listings and reviews, which had listed the contractor as a "four out of five" star contractor on the website.

Prior to retaining the services of the contractor, the landlord did not read any of the reviews on the website or ask about the contractor's prior roofing experience, the opinion said.

When Wojdalski was retained, he provided the landlord with a certificate of insurance for general contracting work with no exclusions for roofing and also a brochure, the opinion said.

Wojdalski remediated the leaky roof by performing small roof patching jobs on separate occasions. At the completion of the work, the landlord did not inspect the patching jobs, and indicated its satisfaction with the work because, according to the landlord, “the roof stopped leaking.”

Despite the patching jobs, the landlord elected to retain Wojdalski to install a new flat rubber roof for the building that had experienced the leaky roof.

The installation of the rubber roof required the use of propane roofing torches attached by hose to propane tanks. According to the opinion, the contractor explained that the rubber roof material would be rolled out and heated by torch to connect the edges and that the installation of the rubber roof required the use of fire extinguishers or buckets filled with water in the event of a fire.

Unbeknownst to the landlord at the time, Wojdalski was not certified as a roofer and did not attend any trade classes to learn how to install a torch roof, but rather all of the contractor’s experience came from on-the-job training, the opinion said. During his on-the-job training, Wojdalski admitted he was managed by a supervisor and was never the lead on any of the roofing projects, the opinion said.

While Wojdalski knew not to leave gas tanks on the roof, one evening during the project, he left the gas tanks, as well as the torches, on the roof of the building because he believed that the tanks were empty, the opinion said.

The following morning, a fire started on the building, spreading to the building housing the truck repair company.

During its investigation, the fire department noted the cause

of the fire as an “open flame (roofer’s torch).”

Both buildings were destroyed in the fire and both tenants suffered significant damages to the personal property located within their respective leased premises. Both tenants subsequently filed suit in state court against the landlord and others.

At a non-jury trial presided by Massiah-Jackson, the landlord was found liable to the tenants and a six-figure judgment was entered in favor of the tenants and against the landlord. The judgment was then appealed by the landlord to the Superior Court of Pennsylvania.

In a memorandum opinion, Massiah-Jackson, among other things, detailed her legal rationale for finding the landlord liable for the damages sustained by the tenants due to the landlord’s negligent hiring of the contractor.

Massiah-Jackson believed that the landlord negligently failed to hire a competent and careful contractor under Section 411 of the Restatement (Second) of Torts.

Under Section 411 of the Second Restatement, “an employer is subject to liability for physical harm to third persons caused by his failure to exercise reasonable care to employ a competent and careful contractor (a) to do work which will involve a risk of physical harm unless it is skillfully and carefully done, or (b) to perform any duty which the employer owes to third persons.”

While the general rule in Pennsylvania is that the employer of an independent contractor is not liable for physical harm caused to another by an act or omission of the contractor, exceptions to this general rule of non-liability exist in situations where the property “owner has retained control of the work designated to the contractor, or, the work creates a peculiar unreasonable risk of harm or special danger to others unless precautions are taken, or, the owner negligently

selected a contractor."

First, Massiah-Jackson summarily dismissed the argument that the landlord retained control of the timing, manner of work or other supervisory function.

Massiah-Jackson was also not persuaded by the argument made by the tenants "that the nature of the roofing work, the use of propane torches, and risk of fire is a special danger and/or peculiar risk." In essence, Massiah-Jackson was unwilling to "conclude as a matter of law that the risk of the destructive fire was contemplated by [the landlord] at the time he entered into the contract" with Wojdalski.

Massiah-Jackson, however, believed that the landlord's conduct fell into the final exception to the general rule, as the landlord "failed to exercise reasonable care to employ a competent roofer to do the work which he knew required special skill and care in the use of torches, propane tanks and safety equipment, he is liable for his failure to maintain the premises for these" tenants.

Comment (a) of Section 411 of the Second Restatement defines a "competent and careful contractor" as being "a contractor who possesses the knowledge, skill, experience, and available equipment which a reasonable man would realize that a contractor must have in order to do the work which he is employed to do without creating unreasonable risk of injury to others, and who also possesses the personal characteristics which are equally necessary."

In a harshly worded section of the memorandum opinion, Massiah-Jackson stated that the record reveals that the contractor did not possess "the common sense, knowledge, skill, training or experience for a major roof installation of this magnitude which a reasonable owner/lessor should have realized that a contractor must have in order to do the work they were employed to do." In doing so, Massiah-Jackson

pointed out that the contractor "was unable to explain why certain procedures were in place to ensure no fires and no hot spots and no smoldering of roof materials at the end of the workday" and, thus, "failed to appreciate the risks and danger associated with empty propane tanks."

Massiah-Jackson then relied upon comment (c) of Section 411 of the Second Restatement, which indicates the following factors determining the amount of care that should be exercised in selecting an independent contractor: "(1) the danger to which others will be exposed if the contractor's work is not properly done; (2) the character of the work to be done—whether the work lies within the competence of the average man or is work which can be properly done only by persons possessing special skill and training; and (3) the existence of a relation between the parties which imposes upon the one a peculiar duty of protecting the other."

Massiah-Jackson blasted the landlord for the lack of care the landlord exhibited in hiring a roofing contractor to handle flammable materials. Among other things, in her memorandum opinion, she noted that the landlord never checked the roofing contractor's employment references or inspected the roofing contractor's prior roof repair work, and even admitted he initially selected the contractor "because he was the cheapest contractor."

LESSONS LEARNED

The memorandum opinion in *Wojdalski* should remind all landlords in Pennsylvania that due care is required when selecting and overseeing the work of independent contractors on their properties.

It seems from the memorandum opinion that the landlord in *Wojdalski* took some, but not all, reasonable steps expected from a landlord under the circumstances. In order to protect a landlord from being placed in the same situation, attorneys

representing landlords should advise them to obtain proof of insurance from the contractor and be placed as an additional insured on the insurance, proof that the contractor is licensed to perform contracting services in Pennsylvania and the municipality in which work is being performed, and, most of all, proof that the contractor has performed work similar for which the contractor is being retained.

Alan Nochumson

Vertical Position 100%

Nochumson Joins Lloyd Hall's Advisory Council

Alan Nochumson, who resides in the Fairmount section of Philadelphia, Pennsylvania, has become a member of the Advisory Council of Lloyd Hall.

The Advisory Council is comprised of community residents, participants at the recreational facility, and parents of participants who provide a method to satisfy the recreational needs in this section of Philadelphia.

Situated on the banks of the Schuylkill River just north of the Philadelphia Museum of Art, Lloyd Hall is the only public athletic facility on Boathouse Row and the best point of departure for your outing into Fairmount Park.

In addition to equipment rentals and snacks, Lloyd Hall offers classes in yoga, dance and painting, and is the home to the Philadelphia Juggling Club and the Fairmount Sports Association which runs a basketball league for boys and girls.

Vertical Position 35%

Employers In Pennsylvania Required To Provide Additional Consideration For Non-Compete Agreements

Non-compete agreements are utilized by employers in order to restrict where and who their employees can work for after they are fired or quit.

In *Socko v. Mid-Atlantic Systems of CPA,* the Superior Court held that an employer is required to give an employee additional consideration in exchange for signing a non-compete agreement if the employee already works for that employer at the time the non-compete agreement is signed.

Previous to the Superior Court's ruling in *Socko*, federal courts interpreting Pennsylvania law were split upon whether additional consideration by an employer is necessary for non-compete agreement to be enforceable.

The Superior Court in *Socko* emphasized that, for a non-compete agreement to be enforceable, the employee must receive actual consideration in exchange for signing the agreement.

When the promise restricting employment is contained within

the employment agreement signed by the employee at the time the employee is hired, the Superior Court noted that consideration for the promise is the job itself.

However, when the promise is added to an ***existing*** employment relationship, the Superior Court believed that the employee must receive an additional benefit, such as a raise or bonus, or a change in job status (i.e., promotion), in order for that promise to be binding upon the employee after the employment relationship ends.

While the Supreme Court of Pennsylvania has yet to weigh in on this issue, an employer doing business in Pennsylvania would be prudent to provide additional consideration when asking for a current employee to sign a non-compete agreement.

As for employers with non-compete agreements which do not currently meet the requirements set forth by the Superior Court in *Socko*, steps should be taken promptly to implement new, valid agreements.

Post Excerpt Last month, the Superior Court of Pennsylvania handed down a ruling which may alter the enforceability of some non-compete agreements in the workplace.

Vertical Position 100%

Nochumson Earns LexisNexis Martindale-Hubbell’s Highest Rating, AV Preeminent®

Alan Nochumson has earned LexisNexis Martindale-Hubbell’s highest rating, AV Preeminent®, in the practice areas of Real

Estate Law and Litigation.

The AV rating is based upon the recommendations of peers and serves as a testament that judges and fellow attorneys consider Nochumson at the highest level of professional excellence.

According to LexisNexis Martindale-Hubbell, the AV rating is awarded to less than 5% of all attorneys across the United States, and is the highest rating it offers.

During peer review process, attorneys outside of Nochumson P.C. made a number of positive comments about Nochumson, including that he is “knowledgeable” in “the area of real estate law”, “excellent with communication”, and one who others “consistently turn to for expert advice on real estate matters”.

Vertical Position 35%

Nochumson Is A “Rising Star” In The Field Of Real Estate Law

For 2014, Alan Nochumson has been included in the list of Rising Stars – the top-up-and-coming attorneys in the Commonwealth of Pennsylvania – in the field of real estate law.

Each year, only 2.5% of attorneys practicing law in the Commonwealth of Pennsylvania receive the Rising Star honor.

The selections for this list are made by the research team at

Super Lawyers, which is a service of the Thomson Reuters, Legal. Each year, the research team at Super Lawyers undertakes a selection process that includes a statewide survey of lawyers, independent evaluation of candidates by the attorney-led research staff, a peer review of candidates by practice area, and a good-standing and disciplinary check.

Vertical Position 35%