

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

ROYAL BANK OF PENNSYLVANIA,	:	March Term 2004
Plaintiff,	:	
v.	:	No. 7356
WALNUT SQUARE PARTNERS,	:	
Defendant.	:	COMMERCE PROGRAM
	:	
	:	

WALNUT SQUARE PARTNERS,	:	February Term 2004
Plaintiff,	:	
v.	:	No. 2312
ROYAL BANK OF PENNSYLVANIA,	:	
Defendant.	:	COMMERCE PROGRAM
	:	
	:	695 EDA 2006

OPINION

ABRAMSON, J.

The instant action arises from a dispute over a commercial lease between Walnut Square Partners (“Walnut Square”) and Royal Bank of Pennsylvania (“Royal Bank”). On March 7, 2006, this court granted a motion to disqualify the firm of Silverman Bernheim & Vogel (“SBV”) as counsel for Royal Bank for its failure to adequately implement a policy to screen an attorney from the instant matter due to his prior relationship with Walnut Square Partners while employed at Fineman Krekstein & Harris P.C. (“FKH”). Specifically, this court found that SBV failed to provide Walnut Square with prompt written notice that the attorney accepted employment with the firm of SBV and that the screen put in place by SBV was inadequate since it failed to contain a strong firm policy of termination or disciplinary proceedings for violators. The instant appeal followed.¹

¹ Royal Bank filed its notice of appeal on March 14, 2006.

Royal Bank submitted a Statement of Matters Complained of on Appeal pursuant to Pa. R. A. P. 1925 (b). In support of its order disqualifying the firm of SBV the court relies upon its Order and Opinion issued on March 7, 2006. Additionally, the court submits the instant supplemental opinion to address a certain issue raised by SBV in its Statement of Matters Complained of on Appeal.

Significantly, SBV would have this court chill the rights of its employee's former clients by imposing a procedure requiring unnecessary legal expenses to be expended to determine whether the employee was privy to any confidential communications or information through discovery and/or evidentiary hearing. Given the fact that confidential communications are not required to be disclosed, SBV's position is frivolous and contrary to the Professional Rule of Conduct.

A former client is not required to reveal the confidential information learned by the lawyer in order to establish a substantial risk that the lawyer has confidential information that could be used adversely to the former client's interests in the subsequent matter. *See* Comment 3 to Professional Rule of Conduct 1.9. A conclusion about the possession of such information may be based on the nature of the services the lawyer provided the former client and information that would in ordinary practice be learned by a lawyer providing such services. Id.

In keeping with these principles this court relied upon the record which contained the requisite evidence of the nature of the services provided to Walnut Square by the attorney as well as this court's knowledge of the ordinary operation of law firms. Requiring anything more would be akin to piracy on the high seas.

For the foregoing reasons, this court's order dated March 7, 2006 should be affirmed.

BY THE COURT,

Date: APRIL 21, 2006

HOWLAND W. ABRAMSON, J.