

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

SCOTT P. SIGMAN, ESQUIRE	:	JUNE TERM, 2011
	:	
v.	:	NO. 02534
	:	
GEORGE BOCHETTO, GAVIN P. LENTZ, AND BOCHETTO & LENTZ, P.C.	:	COMMERCE PROGRAM
	:	
	:	CONTROL NO. 13070540
	:	

DOCKETED

AUG 6 - 2013

G. HART
CIVIL ADMINISTRATION

ORDER

AND NOW, this *6th* day of *August*, 2013, upon
consideration of the motion to vacate arbitration award of defendant, Bochetto & Lentz, P.C.,
and any responses thereto, it is hereby

ORDERED

that the motion is **DENIED**.

BY THE COURT:



GLAZER, J.

Sigman Vs Bochetto Etal-ORDOP



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OPINION

GLAZER, J.

August 6, 2013

Before the court is the motion to vacate arbitration award of defendant, Bochetto & Lentz, P.C. For the reasons set forth below, defendant's motion is denied.

FACTS AND PROCEDURAL BACKGROUND

Plaintiff, Scott Sigman (hereinafter "Sigman"), commenced the current action alleging breach of contract, unjust enrichment, and an accounting for "origination fees" that were owed to him pursuant to an oral agreement with Bochetto & Lentz, P.C. (hereinafter "B&L"). Defendants' filed preliminary objections seeking to compel final and binding mediation. Preliminary objections were sustained as to the alleged breach of contract of defendant B&L and the matter was referred to final and binding mediation. B&L stipulated in the arbitration proceeding that but for the plaintiff's conduct, plaintiff would be entitled to \$227,350.03. The arbitrator awarded plaintiff \$123,942.93. Defendant, B&L now seeks to vacate the arbitration award stating that it is against public policy to enforce the award.

From July 5, 2005 through March 6, 2009, Sigman was employed by B&L as an associate attorney. During Sigman's employment, he breached his fiduciary duties by stealing money from clients, B&L, and third parties. Sigman was charged by the Office of Disciplinary Counsel and the Supreme Court recently suspended Sigman from the practice of law for 30 months.

DISCUSSION

"The award of an arbitrator in a nonjudicial arbitration... is binding and may not be vacated or modified unless it is clearly shown that a party was denied a hearing or that fraud, misconduct, corruption or other irregularity caused the rendition of an unjust, inequitable or unconscionable award." 42 Pa.C.S. § 7341. Courts must accord great deference to the award of the arbitrator chosen by the parties. State System of Higher Educ. (Cheyney University) v. State College University Professional Association (PSEA-NEA), 560 Pa. 135 (1999). The award must pass an "essence" test which includes a two prong test: (1) "the court shall determine if the issue as properly defined is within the terms of the collective bargaining agreement"; and (2) "if the issue is embraced by the agreement, and thus, appropriately before the arbitrator, the arbitrators award will be upheld if the arbitrator's interpretation can rationally be derived from the collective bargaining agreement." Id.

However, the Pennsylvania Supreme Court has held that where an arbitration award contravenes strong public policy of the Commonwealth, the award cannot be enforced. See, e.g., Westmoreland Intermediate Unit #7 v. Westmoreland Intermediate Unite #7 Classroom Assistants Educational Support Personnel Association, PSEA/NEA, 939 A.2d 855, 865-66 (Pa. 2007). "Such public policy, however, must be well-defined, dominant, and ascertained by

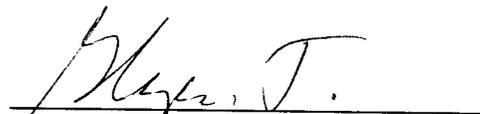
reference to laws and legal precedents and not from general considerations of supposed public interests.” Id.

Defendant argues that the arbitration award of \$123,942.93 should not be enforced because doing “so would violate the inviolate public policies embodied in the Rules of Professional Conduct and the Supreme Court’s decision concerning misconduct.” See defendant B&L’s memorandum in support of the motion to vacate arbitration award, p. 2. While the conduct of the plaintiff is obviously repugnant, this court should not, under these circumstances, function as a disciplinary authority. In fact, the aspects of this unfortunate situation have been handled by the Supreme Court, the Office of Disciplinary Counsel, and the arbitrator. Under these circumstances, to grant this motion to vacate an arbitration award would be redundant punishment and unjustly enrich B&L. The question becomes how much punishment is enough and when this court considers the bar suspension, sanctions, public embarrassment, and career disruption that has already been imposed, it borders on disingenuous to claim that the movant is entitled to all fees generated by the respondent, especially in light of the reduction imposed by the arbitrator.

CONCLUSION

This court finds that public policy needs were addressed in other forums and therefore the motion to vacate arbitration is denied.

BY THE COURT:



GLAZER, J.