ACBA
Young Lawyers Division

Point of Law

The E-Newsletter of the Young Lawyers Division of the Allegheny County Bar Association

Fall 2026

What I Wish I Knew Before Becoming the Only Attorney in the Room

By Alexis Dahar

When I graduated from law school and entered practice, I expected that most of my daily interactions would be with other attorneys. I envisioned working through cases, advocating for clients, developing legal arguments, and learning under the guidance of experienced lawyers and mentors who would help me navigate the challenges of the profession.

Instead, I found myself in a very different environment. As I write this article today, I am a licensed attorney working at a consulting firm surrounded by CPAs, CFEs, economists, and industry experts rather than other lawyers. At first, that reality felt isolating. I wondered whether I would miss out on the mentorship, camaraderie, and shared experiences that many young attorneys find in traditional legal practice.

What I did not realize at the time was that being the only attorney in the room would force me to grow in ways I never anticipated. It pushed me to develop confidence, adaptability, and collaborative skills that I may not have learned as quickly in a more traditional legal setting.



Seeing Opportunity Where I Expected Disadvantage

In the beginning, I viewed being the only attorney as a disadvantage. There was no one around who could relate to the stress of studying for the bar exam, navigating law school, or learning how to transition from student to practicing attorney. My training and education were different from those of my colleagues, and at times that difference felt like a barrier.

Continued on page 5

Table of Contents

Pg. 1	What I Wish I Knew Before Becoming the Only Attorney in the Room
Pg. 2	Your Deposition Back Pocket: The Cases That Help Young Lawyers Confidently Hold Their Ground
Pg. 3	Indemnity in Pennsylvania Construction Contracts: Current Law and Proposed Reform
Pg. 4	Updates on Allegheny County's Continued Attempts to Introduce Paid Parental Leave Requirements

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Your Deposition Back Pocket:

THE CASES THAT HELP YOUNG LAWYERS **CONFIDENTLY HOLD THEIR GROUND**

Liza M. Zulick

You reviewed the case file, created an outline, organized your exhibits and prepared for hours to depose an important witness in your case. Then, ten minutes into the deposition, opposing counsel interrupts, "That calls for an expert opinion. This witness is here as a fact witness. Don't answer." With that one sentence, "don't answer," your carefully planned outline becomes a test of something they seemingly forgot to teach you in law school: how to hold your ground when another lawyer confidently tells you that you cannot ask your question.

For a young lawyer, that moment feels especially intimidating. So, what do you do when the lawyer across the table has been practicing longer than you have been out of school and sounds absolutely certain that you cannot ask the question? You don't need to out-argue them. You need to know the rule. That begins with preparation that extends beyond the facts of your case. Knowing the governing law gives you a reason to stay with a proper question, language to explain your position, and a framework for deciding when to seek the court's help. The recent Allegheny County opinion in *Toth*[1] is a good place to start.

In *Toth*, Judge Philip Ignelzi reaffirmed the deposition principles established in *Lau*[2] and *Tominello*[3]. Significantly, the current discovery judge, Honorable Daniel Regan, and Administrative Judge of the Civil Division, Honorable Alan Hertzberg, joined the opinion specifically to affirm the "ongoing vitality" of those decisions. This message to practitioners was loud and clear: a change in the judge handling discovery does not change the standards governing deposition conduct. For lawyers developing confidence in depositions, *Toth* is an important case to keep in your back pocket.

Continued on page 6



Indemnity in Pennsylvania Construction Contracts:

CURRENT LAW AND PROPOSED REFORM

By Elizabeth Fitch

Indemnity provisions appear in nearly every construction contract. They determine who ultimately pays when a claim arises on a project. At present, Pennsylvania has no general statute limiting how far these provisions may reach, but that may soon change. House Bill 1541, which passed the House in April 2026, is now pending in the Senate. This article reviews how indemnity clauses work in construction contracts, how Pennsylvania courts treat them, what the bill would change, and what practitioners should consider in the meantime.

Indemnity in Construction

An indemnity provision is a promise by one party to assume another's liability, and often its defense costs, for claims arising from the work. On a construction project, where owners, general contractors, subcontractors, and suppliers share a site, risk tends to travel down the contractual chain.

How far that promise reaches depends on how the clause is written. Indemnity provisions are commonly classified as broad-form, intermediate-form, or limited-form. A broad form clause requires the indemnitor to cover a loss even when the indemnitee was solely at fault. This means that a subcontractor could bear a loss it did not cause at all. An intermediate form clause covers losses caused in part by the indemnitee's negligence, as long as the indemnitor was also at fault to some degree. A limited form clause makes the indemnitor responsible only to the extent its own negligence caused the loss. Generally, parties higher on the contractual chain, such as owners and general contractors, seek broad form clauses, while those further down on the chain push for limited form clauses.



Many states have enacted anti-indemnity statutes to restrict the broad form and, in some cases, the intermediate form, because such clauses are often considered contrary to public policy. Pennsylvania, however, has not yet enacted an anti-indemnity statute that applies to construction contracts generally.

Pennsylvania's Current Law

In the absence of such a statute, Pennsylvania relies on case law. Under the *Perry-Ruzzi* rule, a contract will not be read to indemnify a party for its own negligence unless that intent is expressed in clear and unequivocal terms.[1] General phrases that demand indemnity for "all claims," extend it to "any and all liability," or invoke it "to the fullest extent permitted by law" are not enough.[2] Because indemnifying another party for its own negligence creates an unusual and potentially substantial risk, courts will not presume that the parties intended such an arrangement; the contract must expressly say so.

Two consequences follow. First, Pennsylvania courts do not treat these clauses as contrary to public policy, so a clearly drafted clause can be enforced even when the indemnitee is at fault. Second, the rule protects against accidental indemnity, not intentional indemnity. It tells courts how to read ambiguous language, but it does not stop parties who clearly agree to shift that risk. A party that signs unambiguous language is generally held to it.

Continued on page 7

Updates on Allegheny County's Continued Attempts to Introduce Paid Parental Leave Requirements

FROM THE MAY 2026 PROPOSAL TO THE NEWLY APPROVED SEPTEMBER 2026 REVISED RULE

By Connor Riley



In May 2026, Pennsylvania's Allegheny County Board of Health unanimously approved seeking public comment on a proposal to expand the County's Paid Sick Leave rules and adopt paid parental leave obligations for employers. Pennsylvania does not currently provide any statewide paid parental leave, making this proposal the first of its kind.

The original proposal sought to provide all employees in Allegheny County with up to 18 weeks of paid parental leave following the birth, adoption, or legal placement of a child, regardless of the size of their employer. This proposal was heavily scrutinized by local businesses concerned about the business impact of the regulations, particularly on small businesses, and was ultimately reduced.

On September 16, 2026, following a public hearing and receipt of more than 1,400 written comments, the Board introduced a revised proposal. Two weeks later, the Allegheny County Board of Health approved the revised rule, setting it up for a final vote from Allegheny County Council.

The history and approved updates are described below.

The Original Allegheny County Paid Sick Leave Ordinance

On September 14, 2021, the Allegheny County Council unanimously approved a paid sick leave ordinance requiring employers with 26 or more employees to provide paid sick leave. Covered employees may use this leave for the diagnosis, care, or treatment (including preventive care) of their own or a family member's mental or physical illness, injury, or health condition.

Covered employees currently accrue a minimum of one hour of paid sick time for every 35 hours worked within Allegheny County, unless the employer provides a faster accrual rate. Accrual begins at the start of employment, but employees may not use accrued leave until their 90th day of employment. Critically, this ordinance did not provide any coverage for parental leave.

The May 2026 Proposal: Addition of Paid Parental Leave

Since neither Allegheny County nor Pennsylvania provides required paid parental leave, Allegheny County's Board of Health proposed amending the Allegheny County Health Department's Rules and Regulations to provide parental leave throughout the County. The original proposal would have required employers in Allegheny County, regardless of the number of employees, to provide up to 18 weeks of paid parental leave after the birth,

Continued on page 8

Continued from page 1

Over time, however, I began to see it as an opportunity.

Working alongside professionals from different disciplines exposed me to perspectives that I likely would not have encountered otherwise. Accountants, economists, consultants, and subject-matter experts often approach disputes from angles that attorneys do not. While lawyers are naturally trained to analyze legal issues and develop persuasive arguments, other professionals are often focused on quantifying impacts, evaluating data, identifying patterns, and understanding operational realities.

The experience taught me that nearly every legal dispute extends beyond the law itself. Most cases involve financial consequences, business decisions, operational challenges, and practical considerations that cannot be ignored. Understanding those factors often provides a more complete picture of the dispute and ultimately leads to better solutions for clients.

The Side of Litigation They Don't Teach in Law School

One of the biggest surprises of my career has been learning about damages.

In law school, we spend significant time learning how to identify legal claims, analyze liability, and craft persuasive arguments. We are taught that a complaint must allege damages, but very little attention is devoted to what actually goes into calculating those damages.

What I never learned in the classroom was how a damages figure is developed, what assumptions support it, whether the number can be defended, or what evidence is necessary to substantiate it. Working in consulting exposed me to an entirely different side of litigation: the process of investigating, measuring, and quantifying economic harm.

I quickly learned that arriving at a damages figure often requires detailed analysis of financial records, industry data, economic conditions, business operations, and countless assumptions that must be carefully evaluated and supported. Behind every number is a story, and behind every story is evidence that must withstand scrutiny.

That experience changed the way I think about legal disputes. It showed me that a persuasive legal position and a reliable damages analysis are often equally important pieces of the same puzzle.

Quantifying a Problem Is Different Than Arguing a Problem

One of the most valuable lessons I learned was recognizing the difference between the skill sets of attorneys and consulting professionals.

Attorneys are trained to persuade. We identify facts that support our position, apply the law, and advocate for a particular outcome. Consultants, accountants, and experts, on the other hand, are trained to measure. Their role is to evaluate information objectively, test assumptions, and quantify impacts based on available evidence.

Neither approach is more important than the other. Rather, they complement each other.

Working alongside financial professionals changed the way I view legal disputes. I began to think not only about liability issues but also about damages calculations, economic impacts, lost profits, financial records, and data analysis. Legal arguments become more persuasive when supported by reliable evidence, but data alone does not tell the complete story. Effective advocacy often requires an understanding of both the qualitative and quantitative aspects of a dispute.

Continued on page 9



Continued from page 2

Toth draws on *Hall v. Clifton Precision*[4], which states the purpose of a deposition is "to find out what a witness saw, heard or did – what the witness thinks." Of course, the defending lawyer has a legitimate role in preserving objections and protecting applicable privileges, but that role does not include interpreting questions, deciding which questions a witness should answer, supplying an answer or becoming a witness's intermediary.

That principle becomes important when an objection starts sounding like testimony. Imagine asking whether a nurse recognized a change in a patient's condition, and counsel responds, "Objection. You are assuming she had access to information that was only documented later, and she already explained that she was responsible for several other patients." The problem is more than the interruption. Counsel has supplied a factual explanation the witness might not have when answering. Now ask yourself: how is the nurse likely to answer after hearing that?

For the lawyer taking the deposition, *Toth* boils down to two rules worth remembering. First, objections must be "stated concisely in a non-argumentative and non-suggestive manner." Second, counsel may not direct or request that a witness refuse to answer, "unless counsel has objected on the ground that the answer is protected by a privilege or a limitation on evidence directed by the Court."

The first time opposing counsel gives you a lengthy objection, simply say, "Counsel, please state your objection concisely and without suggesting an answer. Now, my question was…" Don't simply give up on your question. Return to it. If the witness simply adopts counsel's explanation, follow up. Ask questions that separate the witness's own recollection and reasoning from the facts counsel just supplied.

An objection and instruction not to answer are two very different statements. Under the *Lau* standard, expressly reaffirmed in *Toth*, counsel may not direct or request that a witness refuse to answer unless counsel asserts a privilege or a court-imposed limitation on evidence. If counsel instructs the witness not to answer, ask them, "what privilege are you asserting?" If counsel simply relies on an ordinary evidentiary objection, simply explain that under *Toth*, the objection can be preserved, but the witness still has to answer the question.

None of this means objections are improper or that a lawyer should stop protecting the record. *Toth* expressly recognizes legitimate reasons to object, but zealous advocacy does not require taking over the examination. Most objections can be stated, preserved and left for another day while the witness answers the question.

Confrontation with opposing counsel isn't the goal, especially in front of a witness you are hoping to get more information from. However, if you identify this legal issue on the record the first time it happens, it will likely set the tone for the remainder of your deposition. At the very least, you will have a clean record for the court to review if a Motion to Compel becomes necessary.

The "fact witness" objection deserves particular attention in medical negligence litigation. *Toth* reaffirming *Lau* recognizes that a physician may be asked opinion questions, including standard of care questions and properly grounded hypotheticals, regardless of whether the physician will ultimately testify as an expert at trial. Discovery and admissibility are different inquiries. The fact that an answer might not be admissible at trial does not make the question improper at a deposition.

In *Toth*, the disputed testimony involved Dr. Stephen Bowser, the former Director of the Cath Lab and Chief of Cardiology at UPMC McKeesport. The defense attempted to distinguish *Lau* because Dr. Bowser had not participated in the decedent's medical treatment. The court rejected that distinction. Given his position and qualifications, and his involvement in

Continued on page 10

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Continued from page 3

Behind the Rule

The rule traces to *Perry v. Payne*. Payne & Company agreed to construct a building for Edward Perry, plaintiff and owner of the premises, and to indemnify him "from all loss" arising from accidents to workers on the job. As the job was nearing completion, a Perry employee, who was operating the elevators in the building, negligently lowered an elevator and killed a Payne employee who was painting the bottom of the shaft. The employee's widow recovered a judgment against Perry, who then sought indemnification from Payne under their agreement. The Pennsylvania Supreme Court refused, reasoning that one careless act by an owner could create "a liability which a lifetime of successful business could not repay."[3]

The Court reaffirmed the rule in *Ruzzi v. Butler Petroleum Co*. In 1984, Butler Petroleum agreed to refurbish a gas station. The owners of the gas station were to indemnify Butler Petroleum against "any and all liability" for fire, explosion, or other casualty connected to the equipment or premises. Gary Ruzzi, an employee of a sign company Butler Petroleum had hired to replace signage at the station, used a torch to cut rusted bolts from an existing sign, igniting fumes from a damaged fuel tank that Butler Petroleum had arranged to have delivered and that was sitting near the sign. The blast knocked him from his ladder. After Ruzzi sued in Allegheny County, a jury assigned 84 percent of the fault to Butler Petroleum, which sought indemnity from the owners of the gas station. Applying the rule established in *Perry v. Payne*, the Court refused, finding that general language, even language describing this very type of accident, did not clearly state that the owners would cover Butler Petroleum's own negligence.[4]



House Bill 1541

Introduced by Representatives Joseph Hohenstein and Marla Brown, House Bill 1541 would render void and unenforceable certain provisions in construction contracts that require a party to indemnify, hold harmless, or insure an owner, general contractor, or their agent or employee against damages arising from the indemnitee's own negligence, in whole or in part, regardless of how clearly the provision is drafted.[5]

The bill reflects a policy judgment that parties should not be contractually required to assume liability for another party's negligence. This concern may be particularly significant for smaller subcontractors, which may have limited bargaining power and resources to absorb losses arising from risks they did not create. The bill would align Pennsylvania with the majority of states that have similar laws.

The House passed the bill 200 to 1 on April 15, 2026, after several amendments to address stakeholder concerns. If enacted, it would take effect 180 days later.[6] It currently awaits Senate action.

Continued on page 10

Updates on Allegheny County's Continued Attempts to Introduce Paid Parental Leave Requirements

Continued from page 4

adoption, or legal placement of a child. As originally proposed, parental leave could be taken anytime within 18 months of the qualifying event.

To be eligible for parental leave under the original proposal, an employee only had to have been employed for more than 30 days before the leave.

Under the proposal, both spouses or domestic partners employed by the same employer could have taken leave concurrently. During their leave, employees would be entitled to receive their regular pay and benefits from their employer. The leave would be concurrent to leave taken under other leave laws, including the Family and Medical Leave Act (FMLA).



The May 2026 Proposal: Expansion to Existing Sick Leave

The original proposal also purported to expand the County's existing paid sick leave law. If passed, employers with 25 or fewer employees, who were not covered under the existing ordinance, would have become subject to the requirements.

The County also proposed to increase accrual rates from one hour of paid sick leave for every 35 hours worked to one hour for every 30 hours worked. In addition, the rules governing the carryover of unused leave would change. An employee would further be permitted to carry over unused time.

Despite these substantial changes, the proposed amendment allowed certain aspects to remain unchanged. For example, the amendment would apply to employees, rather than independent contractors, seasonal workers, and certain other excluded categories. Moreover, an employer subject to a collective bargaining agreement providing sufficient sick leave under the same terms would not need to provide additional sick leave.

The September 2026 Revised Proposal

After significant backlash from local businesses about the economic impact, the County sought to amend the proposal. In September 2026, it released a revised proposal to address concerns raised in the comment period and hearing. The County contends that these revisions address the apprehensions about the financial and administrative burden imposed by the May 2026 proposal.

In addition, the revised rule seeks to protect small businesses from potential negative economic impact. Departing from the May 2026 proposal, which applied to employers of all sizes, the revised parental leave mandate applies only to employers with 15 or more employees. This threshold aligns with the existing paid sick leave employer-size requirements. The revised proposal also extends the employment eligibility period from 30 days to 180 continuous days (625 hours for part-time employees).

Still, the revised proposal requires mandatory parental leave for large employers. However, it reduces maximum paid parental leave from 18 weeks to 12 weeks per qualifying event, aligning with the FMLA and leave periods adopted by most state-level paid family leave programs. Unlike the previous proposal, paid parental benefits would now be capped at $4,200 per week, in an effort to provide cost predictability to employers.

Continued on page 12

Continued from page 5

The most successful professionals I have encountered are those who can bridge that gap and understand how legal, financial, and operational considerations intersect.

Building a Professional Network Requires Intention

One challenge of being the only attorney in the room is that opportunities for informal legal mentorship can be limited.

When you work in a traditional law firm, mentorship often occurs organically. You can walk down the hall to ask a question, observe how senior attorneys handle situations, or learn through daily interactions. In a non-traditional environment, those opportunities may not exist in the same way.

As a result, young lawyers often need to be much more intentional about building professional relationships.

For me, that meant becoming active in bar associations, attending professional events, participating in volunteer opportunities, and joining the Bar Leadership Initiative Program. Those experiences helped me build relationships with other attorneys, expand my professional network, and develop a stronger sense of connection to the legal community.

Professional relationships rarely develop by accident. They require effort, consistency, and a willingness to step outside your comfort zone. For attorneys working outside traditional legal environments, that effort becomes even more important. While it can sometimes feel difficult to find your place in the profession, there are countless opportunities to engage with and learn from other lawyers if you are willing to seek them out.

The legal profession can feel surprisingly small, and that is often a benefit. Many experienced attorneys are willing to share their knowledge and help newer lawyers who take the initiative to connect.

Confidence Comes From Preparation, Not Experience

Many people assume confidence develops automatically with experience. While experience certainly helps, I have found that confidence often comes from something more immediate: preparation.

Throughout my work, I am regularly exposed to new industries, unfamiliar business models, and subject matters that I have never encountered before. In those situations, experience alone is not enough because everyone is learning something new.

What allows me to contribute meaningfully is not necessarily prior knowledge, but preparation. Confidence comes from researching the issues, understanding the facts, reviewing the available data, and taking the time to become knowledgeable about the subject at hand.

The more I prepared, the more I realized that I did not need to know everything immediately. I simply needed to be willing to learn. Over time, preparation became the foundation of my confidence and allowed me to add value regardless of the industry or project.

Credibility Is Built Through Small Actions

As a new lawyer, it is easy to view success through traditional milestones. Winning an argument, taking a deposition, drafting a successful motion, or hearing a judge sustain your objection are all meaningful accomplishments.

Continued on page 11



2025-2026 BLI Class at their class project event benefiting 412 Food Rescue.

Young lawyers often need to be much more intentional about building professional relationships.

...that means becoming active in bar associations, attending professional events, participating in volunteer opportunities, and joining the Bar Leadership Initiative Program.

Your Deposition Back Pocket: Cases That Help Young Lawyers

Continued from page 6

the incident's Root Cause Analysis and patient-safety investigation, the court concluded that Dr. Bowser was "more than qualified to give medical opinion as a physician." The consequence was not merely rhetorical. The court sanctioned defense counsel for the conduct during Dr. Bowser's deposition and permitted plaintiff's counsel to re-depose him at defendants' cost, while also awarding reasonable attorneys fees associated with the deposition and related motion practice.

Tominello offers an equally important reminder that these rules apply to both sides. As recounted in *Toth*, defense counsel invoked *Lau* when plaintiff's counsel objected to questioning based on lack of foundation. The court rejected the attempt to treat discovery as though admissibility at trial were already being decided. A lawyer taking a deposition should be prepared to accept the same limits when defending one. Your credibility is stronger when your understanding of the rule does not change depending on which side of the table you're sitting at.

Before your next deposition, have *Toth*, *Lau* and *Tominello* in your back pocket, along with the relevant rules. Prepare your responses to predictable objections. If a question is obstructed, make the question, objection and instruction clear on the record. Ask counsel to identify the privilege or court-imposed limitation supporting an instruction not to answer. Return to your question. And, if the issue cannot be resolved after a good faith meet and confer, you will have created a clean record to present to the Discovery Judge.

Confidence develops through experience, but authority can support you while that experience is growing. *Toth*, *Lau* and *Tominello* give young lawyers a principled basis for asking appropriate questions, insisting on independent answers, and seeking relief when discovery is improperly obstructed. You do not need to match another lawyer's volume or years in practice. You need to know the rule, explain your position clearly, make your record, and return to the witness. ■

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[1] Jamie Toth ("Toth") v. UPMC McKeesport, et al., No. GD-22-009192 (C.P. Allegheny Jan. 5, 2026)
[2] I.L., a Minor, by Lau ("Lau") v AHN, et al., Doct. No. 60, GD-18-011924.
[3] Dina Troiano-Tominello and Anthony Tominello ("Tominello") v. Quest Diagnostic, et al., Doct. No. 50, GD-20-002650.
[4] Hall v. Clifton Precision , 150 F.R.D. 525, 528 (E.D. Pa. 1993).



***Liza M. Zulick** is an attorney at Harry S. Cohen & Associates and focuses on representing plaintiffs in medical malpractice and wrongful death cases.*

Indemnity in Pennsylvania Construction Contracts

Continued from page 7

Practical Considerations for Contracting Parties

Whether or not House Bill 1541 becomes law, indemnity language deserves close attention at the contracting stage.

Identify whose negligence is covered. Look for phrases such as "in whole or in part," "regardless of whether caused by a party indemnified," or any reference to the indemnitee's own negligence. Under current law, explicit language is what makes such a clause enforceable.

Review the duty to defend. Defense obligations are often triggered at the outset of a claim, before fault is determined, so they can be costly even when the claim lacks merit.

Read indemnity and insurance together. Additional insured, primary and non-contributory, and waiver of subrogation requirements all affect who ultimately bears a loss. An indemnity promise is only as strong as the coverage behind it.

Check the flow-down. Subcontract indemnity should align with the prime contract. A gap leaves the middle party exposed.

Negotiate, even with limited leverage. Where the parties have room

Continued on page 11

What I Wish I Knew Before Becoming the Only Attorney in the Room

Continued from page 9

While those achievements remain important, I discovered that credibility is more often built through much smaller actions.

Meeting deadlines. Following through on commitments. Communicating clearly. Producing reliable work product. Being responsive when others need assistance. Consistently demonstrating professionalism.

Those actions may not feel significant in the moment, but they build trust over time. In many professional environments, trust is what creates opportunities. People want to work with individuals who are dependable, prepared, and accountable.

I have found that a reputation for reliability is earned one interaction at a time.

Conclusion

Looking back, being the only attorney in the room forced me to expand my perspective beyond the legal framework I learned in law school. It taught me to understand how legal issues intersect with business, finance, economics, and real-world decision-making.

More importantly, it challenged me to grow. I had to step outside my comfort zone, create my own professional network, seek mentorship intentionally, and find confidence in preparation rather than experience. I learned to celebrate accomplishments differently and to appreciate that meaningful contributions are not always measured by courtroom victories or legal milestones.

If I could go back and tell my younger self one thing before becoming the only attorney in the room, it would be this: do not view being different as a disadvantage. Some of the most valuable professional growth occurs when you are surrounded by people who think differently than you do. Their perspectives will challenge your assumptions, broaden your understanding, and ultimately make you a better lawyer. ■



Alexis Dahar *is a licensed attorney and Commercial Damages and Investigation Consultant with The Vertex Companies, LLC. Her practice focuses on economic damages analysis, forensic investigations, and litigation support across a variety of complex commercial matters. She can be reached at* ***alexis.dahar@gmail.com****.*

Indemnity in Pennsylvania Construction Contracts

Continued from page 10

to negotiate, limiting indemnity to the extent of the indemnitor's own negligence can help align contractual liability with the risk each party controls. Tracking deviations from standard terms also helps identify and communicate material risks to the business.

House Bill 1541 could significantly change how construction risk is allocated in Pennsylvania. For owners, contractors, and subcontractors, its potential impact extends beyond indemnity language to the insurance requirements and risk-transfer provisions that support it. Regardless of the bill's ultimate fate, understanding these provisions, and evaluating whether contractual obligations align with the risks each party can control, remains essential to effective construction contract management. ■

[1]*Perry v. Payne, 217 Pa. 252, 66 A. 553 (1907); Ruzzi v. Butler Petroleum Co., 527 Pa. 1, 7, 588 A.2d 1 (1991).*
[2]*Ruzzi, 527 Pa. at 7–9.*
[3]*Perry, 217 Pa. at 259.*
[4]*Ruzzi, 527 Pa. at 5–9.*
[5]*H.B. 1541, 2025–2026 Reg. Sess., Printer's No. 3207 (Pa. 2026).*
[6]*Id. (Legislative history).*



Elizabeth Fitch *is Counsel at S&B USA. She can be reached at* ***efitch@shikunusa.com.***

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Updates on Allegheny County's Continued Attempts to Introduce Paid Parental Leave Requirements

Continued from page 8

While the revisions were mainly catering to employer concerns, the revisions also expand parental leave in one notable respect. The revised proposal adds stillbirth (fetal death) as a qualifying event, alongside birth, adoption, and legal permanent placement events included in the May 2026 proposal.

The key changes are summarized here below:

Leave Duration –
Original: Up to 18 weeks of paid parental leave.
Revised: 12 weeks of paid parental leave.
Stated Reason: Aligned with FMLA and state-level programs; addressed business community cost concerns.

Employer Coverage –
Original: All employers regardless of size.
Revised: Employers with 15 or more employees only.
Stated Reason: Small business exemption added; aligned with sick leave thresholds.

Employment Eligibility Period –
Original: 30 days of employment.
Revised: 180 continuous days (625 hours for part-time employees).
Stated Reason: Addressed business concerns about leave for recently hired employees.

Maximum Weekly Benefit –
Original: Not specified (regular pay and benefits).
Revised: $4,200 per week cap (100% of wages subject to cap).
Stated Reason: Introduced cost predictability for employers.

Qualifying Events –
Original: Birth, adoption, legal permanent placement.
Revised: Birth, adoption, legal permanent placement, and added stillbirth (fetal death).
Stated Reason: Public comment feedback; support for employees experiencing pregnancy loss.

The October 2026 Vote and Next Steps

The Allegheny County Council approved the September rule on October 20, 2026, after an 11-4 vote. It was then signed by County Executive Sara Innamorato.

Now, the policy will go into effect after a six-month implementation period and a six-month "grace period" for businesses that cannot fulfill their requirements. The County expects that the law will be fully implemented in October 2027. ■



***Connor M. Riley** is an associate attorney at Jackson Lewis P.C. His practice focuses on employment litigation and restrictive covenant and trade secret matters.*

UPCOMING EVENTS

YLD Holiday Gift Drive

DATE:
December 5, 8 AM - 2 PM

LOCATION:
Koppers Building, 436 Seventh Ave., Pittsburgh, PA 15219

DETAILS:
The annual ACBA YLD Children's Gift Drive and Holiday Party provides holiday gifts to hundreds of children in area shelters and programs.

HOW TO PARTICIPATE:
Sponsor a Child: Bring holiday wishes to life by sponsoring a child through DreamList, with gifts ranging from $60 to $100. **DreamList gift lists are available through Friday, Nov. 20**

Stocking Supplies: Members can purchase from an Amazon wish list to assist in providing items to stuff stockings full of holiday goodies for local area children.

Stocking Stuffers: Join us on Dec. 5 from 8 AM to 2 PM at the Koppers Building Conference Center to help stuff stockings.

Monetary Donations: The Children's Gift Drive is accepting monetary donations to finalize the list of children who still need sponsors. The YLD accepts multiple forms of donations: Amazon gift cards, checks made payable to ACBA YLD Gift Drive, and Venmo payments to @YLDCGD.

For more details on how to get involved or to register, please visit: **ACBAYLD.org/toydrive**