



# Legal news & views

Issue I

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### Dear Christopher,

Welcome to the the first in a series of Kenney & Sams communications. We value your time and promise to keep the content brief, educational and direct. If you would like to discontinue receiving this type of communication, please unsubscribe below.

## Celebrating Five Years

Chris Kenney Esq. & Mike Sams Esq.

This June Kenney & Sams, P.C. celebrated its fifth year as a firm. Over the past five years, we have been fortunate to double the number of our attorneys and staff working at our two offices. We owe this growth to our clients, and to our employees' commitment and loyalty.

Our primary goal in building the firm, was to search out lawyers who enjoy working hard as part of a winning team, who want to understand our clients' needs, and who are dedicated to consistently delivering excellent results. Our team embodies those traits, and we are proud of the exemplary work we perform on behalf of our clients.

We have enjoyed the privilege of working on numerous high profile legal matters ranging from cases that made front page news to disputes that we studiously kept out of the headlines. The boutique nature of our firm allows us to nimbly react to our client's needs and deploy our collective litigation experience and skills to protect their interests. From the trial of "whistleblower" claims to the arbitration of

### LIEN ON ME:

**LANDLORDS BEWARE, YOUR TENANT'S CONTRACTORS CAN LIEN YOUR OWNERSHIP INTEREST**

Michael P. Sams, Esq.,  
Adam M. Veness, Esq.

On April 13, 2011, the Massachusetts Supreme Judicial Court held that two contractors hired by a former lessee could assert valid mechanic's liens on the owner's ownership interest in a sports complex. *Trace Constr., Inc. v. Dana Barros Sports Complex, LLC*, 2011 WL 1366634, at \*1 (Mass. Apr. 13, 2011).

construction disputes, and various types of litigation in between, we devote the same diligence and expertise to achieve winning results for our clients in the courtroom and in the boardroom.

We are proud of the teamwork and dedication of the entire firm. Looking forward, we anticipate continued growth as we add associates, expand our firm, and build a communication network that fully describes our capabilities.

Thank you for your continued support and the kind words that you have shared with us. We remain focused and committed to protecting your interests and exceeding your expectations.

Thank you.

## **Prevailing Wages: An Ounce of Prevention is Worth a Pound of Cure**

David Kerrigan Esq.

Your company works as a general contractor on a public construction project which began just over a year ago, and you pay your employees the prevailing wage according to the wage schedules issued by the town when the project was put out to bid. Should you have any concerns when the Attorney General's Office issues an investigative demand letter seeking all of your records relating to whether you paid the correct prevailing wage to your employees? Yes! Even if you have been paying according to the original schedule, contractors need to be aware of the amendment which went into effect in August 2008 which requires prevailing wage schedules to be updated annually from the date of the contract with the awarding authority.

Effective August 8, 2008, the Legislature amended G.L. c. 149 §27, the prevailing wage law, to require annual updates to prevailing wage schedules for all public construction projects lasting more than one year.

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## **THE EMPLOYEE HANDBOOK: FRIEND OR FOE**

Michelle L. Tessier Esq.

Although employers regularly use employee handbooks as guidance to employees about the employer's personnel and corporate policies, employers need to ensure that the handbook language does not create an unintended employment contract. Massachusetts courts

In Trace, the lessee leased a 70,000 square foot office building and warehouse from the owner with the intention of converting the property into a sports complex. After failing to pay the contractors and subcontractors for the work they performed, the contractors and subcontractors liened the property. The primary question in this case was whether the contractors and subcontractors had established valid liens pursuant to G.L. c. 254, and if so, what was the nature and amount of those liens. Id. at \* 3.

The mechanic's lien statute states that,

[a] person entering into a written contract with the owner of any interest in real property, or with any person acting for, on behalf of, or with the consent of such owner for [relevant work] shall have a lien on the such real property . . . owned by the party with whom or on behalf of whom the contract was entered into . . . .

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have repeatedly found that an employer's best intentions and efforts to avoid binding contractual language have actually backfired, often leading to liability on the employer's part. Do not take for granted that your current employee handbook is up to par. Review it as soon as possible with your legal professional to ensure that you are properly protected from common mistakes and to confirm that your employee handbook is working for you, not against you.