

**[J-94-2012][M.O. – Eakin, J.]**  
**IN THE SUPREME COURT OF PENNSYLVANIA**  
**MIDDLE DISTRICT**

PULSE TECHNOLOGIES, INC.,	:	No. 6 MAP 2012
	:	
Appellant	:	Appeal from the Order of the Superior
	:	Court at No. 2424 EDA 2010 dated
	:	5/23/11, reconsideration denied
v.	:	7/26/11, which reversed, vacated, and
	:	remanded the order of the Bucks
	:	County Court of Common Pleas,
PETER NOTARO AND MK PRECISION	:	Criminal Division, at No. 2010-02706-
LLC,	:	36-5 dated 7/29/10
	:	
	:	
Appellees	:	ARGUED: September 12, 2012

**CONCURRING OPINION**

**MR. JUSTICE SAYLOR**

**DECIDED: MAY 29, 2013**

Similar to the expression of Madame Justice Todd, I have reservations about treating the letter agreement executed by Appellant and Appellee Peter Notaro as something less than a contract. Indeed, if Appellant had attempted to repudiate its commitment and deny employment to Notaro without good cause, the letter agreement would seem to me to be sufficient to give rise to a cause of action for breach.<sup>1</sup> For these reasons, I view the result in this case less as a close application of the law

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<sup>1</sup> There is a wealth of discussion in the literature concerning pre-contractual agreements and the difficulty inherent in determining, temporally, when the parties consider themselves to be bound. See, e.g., 1 WILLISTON ON CONTRACTS §4:11 (4<sup>th</sup> ed. 2012); Browning Jeffries, Preliminary Negotiations or Binding Obligations? A Framework for Determining the Intent of the Parties, 48 GONZ. L. REV. 1 (2012-2013).

associated with pre-contractual agreements and more as a movement away from the approach to restrictive covenants reflected in George W. Kistler, Inc. v. O'Brien, 464 Pa. 475, 347 A.2d 311 (1975).