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1. Pasties and G-Strings

A City passed a law requiring bikini bar workers to cover "minimum body areas". A bar challenged it as unconstitutionally restricting expressive conduct, but the City won because even if the waitresses were conveying messages of "female empowerment" while soliciting tips, one could conclude the costumes were intended to earn money, not express empowerment

2. Grizzly Gruesome Images

A shopping center prevented anti-abortion activists from displaying on the property images of dead embryos. The protesters sued and won because the restrictions on its "content-based communication" was unconstitutional.

3. Accountant Malpractice

An audited taxpayer paid an extra million dollars in taxes when its returns were deemed inaccurate. The statute of limitations against accountants usually expires two years after a negligent act or resulting damage, but here the proceedings were prolonged, and the statute did not begin to run until a tax settlement was reached years later.

4. Insurance Commissions

Certain fees charged by an insurer's agents were not approved by the Department of Insurance nor disclosed to customers as premiums and were therefore illegal. Civil penalties of almost \$28 million were imposed.

5. Cell Phones

A City law required warnings to prospective buyers of radiation exposure from using the device in certain ways. The industry challenged the law as violating the First Amendment, but

the City won because governments can compel truthful disclosures in commercial speech related to public health and safety.

6. Dispute Settlements

After aggrieved investors e-mailed a proposed settlement to a company, which accepted it by e-mail, they said the reply was ambiguous and sued anyway. The investors lost because the e-mail and voicemail communications were sufficiently clear to be an enforceable settlement agreement.

7. Condemned Lease

A court ordered a school claiming eminent domain over a restaurant to pay one amount to the building owner and a different sum to the tenant for loss of business. The landlord claimed entitlement to the tenant's share, but the tenant won because the lease did not override the court's separate awards to each party.

8. Current Cases

This month our office successfully ended a real estate lawsuit, assisted in obtaining a stipulated judgment to benefit a victim of financial elder abuse, and continues to defend a shopping center in a federal lawsuit and pursue personal injury claims.

This practice serves as a "lawyer of first resort", or "primary care attorney," advocating for small businesses and individuals with disputes and transactions, including accident victims by referral only. We specialize in personalized client service. If we can be of any assistance with your legal issues, consider contacting us as soon as a question is identified. Your recent referrals have been greatly appreciated.

Remember: Preventative lawyering is the most effective kind.

Sincerely,

HARMON SIEFF

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