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March 2018

1. Trust Administration

Although "no contest clauses" penalizing an estate beneficiary for filing a court case are generally valid, to be enforceable, the provision must be set forth verbatim in each amendment to the original instrument.

2. Deceptive Drugs

When several governments sued drug companies for damages caused by fraudulent marketing, leading to a national opioid epidemic, the defendants sued for insurance coverage, but the insurers won because insurance cannot cover intentional conduct, and deliberately deceptive marketing could not possibly constitute an "accident."

3. Contracts

The "parol evidence" rule precludes trial evidence inconsistent with written agreements unless the agreements were not intended to be complete and final. Here, despite three written contracts, evidence of additional oral terms was admissible and enforceable.

4. No Indemnity

In litigation over a burning tugboat, the owner separately settled with two companies which had installed a defective fuel system. When one contractor sued the other for reimbursement, it lost because the settlements reflected a fair and proportionate contribution from each party to cover the damage and public policy discourages unnecessary litigation.

5. Interns

Cosmetology students sued their school for compensation for unpaid work, but lost, because they were considered the primary beneficiaries of their work (which counted as required pre-

licensing experience) and were thus not "employees" under the law.

## 6. Discovery

A defendant sought a deposition of a plaintiff's employee and document production, but no deposition or documents were provided. After many requests, the court dismissed the case as a "sanction" for the willful violation of the discovery of evidence rules.

## 7. Current Cases

We are continuing to represent a buyer in a corporate acquisition, a foreign investor liquidating an American partnership interest, and a financial elder abuse victim; pursue a claim for an unpaid commission; defend a civil action while seeking insurance coverage for our client; and advising longtime clients on the legal consequences and rights regarding an assortment of daily operating issues such as personnel, real estate leasing, contracts, and regulatory matters.

This office serves as a "lawyer of first resort" 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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Sieff-Newsletter-March 2018

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