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We're a Little Late This Month

Yes, this month's newsletter came out a little later than usual. But that's (at least in part) because my son, Isaac, arrived a little bit early - *about 5 minutes before my car managed to make it to the hospital.*

That's right; my son was born in the car on the highway while I was on the way to the hospital.

Thankfully, baby and Mom are doing OK. Suffice it to say that they were a LOT calmer than I was during the delivery. Here he is:



Isaac Cooper

NY School Loses 5th Grader's Finger Tip - And Won't Admit Negligence

If you represent a New York school, I can appreciate and understand the need to protect it against lawsuits. But at some point, protecting the school should entail using common sense - and that means stepping up and taking some blame when you've clearly messed up.

The news story from this past Friday, June 10, is a perfect case in point. A fifth grade boy at PS 140 in Queens lost the tip of his finger when it got caught in the hinge of two heavy doors. In the chaos that followed, the student - correctly - ran to the nurse's office to get medical help. But no one from the school - teachers, principals, security or other staff - managed to locate the tip of the finger until the next day. And by that time, doctors determined that it was too late to re-attach the top of this student's finger from his dominant hand. And now, this fifth grader believes he will be unable to button his own shirt or write - at least not without great difficulty.

Under the circumstances, you might surmise that the school would do the rational thing in order to head off negative press and a sure-fire lawsuit: admit your mistake (read: [school negligence](#)) and invite the parents of this child in to try and make it right by them.

But here's what this school does instead: "Department of Education spokeswoman Margie Feinberg would only confirm the accident took place." That's just brilliant.

Guest Article: 4 Keys to Effective Web Marketing by (My) Expert Webmaster, Tom Foster

Over the last few years, there has been a major shift in how consumers locate products and services. Long gone are the days when people would grab the Yellow Pages or sit through commercial after commercial to find information. Instead, consumers are becoming savvy in their search methods and are turning to the Internet to locate nearby businesses.

If you are a business owner or marketer, you need to make sure that you have the right mindset about your website and online activity. Everything you do on the Internet should be done with the intent to attract more customers because your website *is* a form of marketing.

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For more articles, reports, videos, news and analysis on these and other important legal issues

Visit our Web Site at www.JonathanCooperLaw.com

We strongly encourage the readers of our monthly newsletter to provide feedback about issues they would like to see addressed in our future publications.

To do so, please contact us through our website, www.JonathanCooperLaw.com or via e-mail at jmcooper@jmcooperlaw.com

How You Can Lose Even When You Have a Written, Signed Agreement

Just because you have a signed, written agreement doesn't automatically mean that you win your [breach of contract](#) case.

Let me explain.

Just over one year ago, I cheered a Nassau County trial court's decision that slammed a defendant who reneged on his word (written, mind you) to pay a plaintiff his finder's fee for bringing two sides together on a real estate deal. (See, "[How to Prove a 'Finder's Fee' Case Under New York Law](#)").

To be clear: there was no dispute that the defendant entered into the agreement or that he reneged on his word (or, to borrow the legal parlance, breached the contract). Rather, the central issue in the case is whether the contract was unenforceable as a matter of law.

"Why?" you ask.

Because Real Property Law § 442-d provides that:

"[n]o person . . . shall bring or maintain an action in any court of this state for the recovery of compensation for services rendered . . . in the buying, selling, exchanging, leasing, renting or negotiating a loan upon any real estate without alleging and proving that such person was a duly licensed real estate broker or real estate salesman on the date when the cause of action arose."

Applying that statute, in its May 31 decision, New York's Appellate Division, Second Department held as follows:

"Contrary to the Supreme Court's conclusion, this prohibition applies even if the services rendered are characterized as those of a "finder" (see *Dodge v Richmond*, 5 AD2d 593, 595-596; *Sorice v Du Bois*, 25 AD2d at 521; *Real Estate Strategies, Ltd v Arington Realty Group, LLC*, 2010 NY Slip Op 32296[U] [2010]; *Feldbau v Klarnet*, 109 Misc 2d 32, 35-36)."

The outcome of this case is somewhat disturbing: the defendant gets away with breaking his word (and contract).

This publication is intended to educate small businesses and individuals about general litigation matters, as well as personal injury and defective product issues. It is not intended to be legal advice, and does not constitute an attorney-client relationship until we have a written agreement. To discuss your particular issues or case, please contact the Law Offices of Jonathan Cooper at 516.791.5700.

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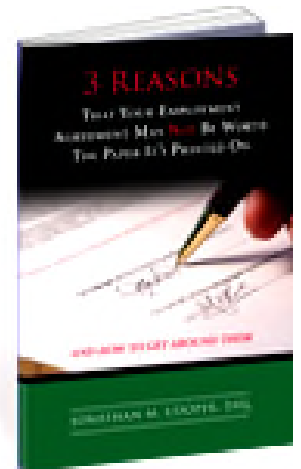
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3 Reasons That Your Employment Agreement May Not Be Worth the Paper It's Printed On (And How to Get Around Them)

by Jonathan M. Cooper

This **FREE Book**, which explains some of the most common ins and outs of employment agreements in New York, including non-compete and non-solicitation clauses and **why there are often not enforceable under New York law** is available for download directly from:

www.EmploymentContractBook.com



4 Keys to Effective Web Marketing

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We at Foster Web Marketing (www.FosterWebMarketing.com) have discovered that there is a very specific process that needs to be followed and certain elements required to get the most out of any Internet marketing campaign. Below are some factors that will help you find success and get more customers:

1. **A consumer-focused website:** Just having a website is not enough. You need to create a website that is centered on your potential customers. Your headlines, content, videos and graphics should be based on what interests your target market. It is also important that your website is simple to navigate, so your prospects can easily find what they're looking for.
2. **Relevant content:** If you want to be found online by the major search engines and attract prospects, you need to be adding fresh content to your website on a regular basis. This content should be based on the information your potential customers are looking for and should contain keywords (words or phrases that relate to your business and location). Ideally, you should be adding a mix of 30 articles, frequently asked questions and blog posts every month.
3. **Online video:** People want to find quick answers to their questions. Web video is an effective way to meet this need. You should create informative, educational videos about your products and services. Each video should be based on the common questions and concerns of your prospects. What's great about video is that it will give your target market the chance to get to know you. Soon they will start to view you as an expert *and* celebrity.
4. **Free offer:** You might do all of the right things and get hundreds, even thousands of people visiting your website each month, but if they are not contacting your office or visiting your store, what's the point? You need to have a hook that will encourage your prospects to contact you. This hook should be a free offer of some kind. Free offers could be DVDs, books, reports, CDs or any other information that would be valuable to your potential customers.

"If (your web visitors) are not contacting your office or visiting your store, what's the point?"

COMMUNICATION POLICY: As a general rule, Mr. Cooper does not accept unscheduled phone calls. This policy affords Mr. Cooper the ability to pay closer and more focused attention to each case, resulting in more efficient and effective representation for his clients. Moreover, it avoids the endless and needless game of phone tag played by most businesses and law firms. To schedule a phone call or in-person appointment with Mr. Cooper, please call his office at 516.791.5700.

The Most Ridiculous Phone Call Seeking Legal Help I've Ever Received

Last week, I got what was hands-down, the most ridiculous phone call seeking legal services in New York that I have ever received. Here are the pertinent facts:

This guy (we'll call him "A") was mistakenly over-billed by a company (we'll call them "C") for services that they rendered. Simple enough, right?

But this was no ordinary mistake. Instead of billing him \$700, they billed him **\$700,000**.

Oops.

C then tries to rectify the situation by reversing the process. Only now, they erroneously credit A with \$700,000. This is where I get called. A asks, "Shouldn't C have to negotiate with me in order to get their money back?" After I finish scanning the room for the Candid Camera and my laughter ebbs, I respond, "No; you realize

you actually have to return the money because it was never yours to begin with."

But wait - it gets better. (And here's the *REAL* reason for the call):

"Well, Mr. Cooper, what if I told you that I already spent some of the money?" (More laughter ensues).

After my laughter subsides a second time and I got off the phone with this guy (and hopefully convinced him that he has to return every last penny) I was troubled by something he said. You see, he had started off our conversation by telling me that he read a lot of my articles online. And, if what he said was true, I had to wonder: what - if anything - gave him the impression that I - or anyone for that matter - would help him?



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