

MAJOR LITIGATION
SINAPI LAW ASSOCIATES, LTD.

State v. von Bulow, 475 A.2d 995 (R.I. 1984)(assisted on reply brief in successful criminal appeal by performing research and overseeing a group of law students researching defendant's right of access to the so-called "Kuh documents," which was one of the grounds on which the supreme court reversed the defendant's conviction).

State v. Manocchio, 496 A.2d 931 (R.I. 1985)(assisted on reply brief in successful criminal appeal which reversed defendant's conviction).

Moniz v. St. Anne's Credit Union, C.A. No. 86-0554-P (U.S.D.C., Dist. of R.I.)(sole attorney in action challenging commercial reasonableness of foreclosure sale on plaintiff's residence in which jury returned verdict in favor of plaintiffs, and following which Judge Pettine issued an unpublished decision denying defendant's motions to dismiss and for judgment notwithstanding the verdict, wherein he upheld plaintiffs' novel claim that the customary practice of merely referencing the property description in a mortgage deed was insufficient to apprise potential bidders of the property to be sold at a foreclosure sale; this decision, which was subject of an article and commentary in Rhode Island Lawyers' Weekly, had a significant impact in altering the customary practice in the advertising of residential foreclosures where the property has unique characteristics (the Moniz property was located on Prudence Island)).

Sierra Development Corporation v. Higgins, C.A. No. 87-0649-T (U.S.D.C., Dist. of R.I.)(sole attorney in action brought by plaintiff developer against, *inter alios*, the Harrisville Fire District ("defendant"), claiming that defendant wrongfully impaired plaintiff's right to develop certain property located in the Town of Burrillville, in which a successful settlement was reached wherein, *inter alia*, plaintiff agreed to pay defendants over \$20,000.00 in attorneys fees and plaintiff's claims against defendant were dismissed [plaintiff was represented by the firm of Nutter, McClennen and Fish, Boston, Massachusetts]).

Hanson Systems, Inc. v. International Business Machine Corp., C.A. No. 89-1028-Z (U.S.D.C., Dist. of Mass.)(lead counsel in action for breach of contract arising out of IBM's attempt to terminate a manufacturing contract and remove equipment custom designed and constructed for IBM by plaintiff used in the manufacturing process, in which a successful settlement was reached wherein, *inter alia*, IBM agreed to allow the equipment to remain and to continue purchasing manufactured product from the plaintiff [IBM was represented by Ropes & Gray, Boston, Mass.]).

East Providence Credit Union/RISDIC Litigation, C.A. No. PC91-3473 (lead attorney involved in initial defense of East Providence Credit Union ("EPCU") in RISDIC litigation wherein EPCU was the only failed institution which successfully resisted DEPCO's initial attempt to place it in receivership, following which I was involved in the eventually successful efforts to bring about an acquisition of the credit union's assets by Northeast Credit Union).

Samir Chreim, v. Board of Governors for Higher Education of the State of Rhode Island, C.A. No. 92-0060-P (U.S.D.C., Dist. of R.I.)(sole attorney in action sponsored by Rhode Island ACLU in which a successful settlement was reached wherein, *inter alia*, the Board of Governors agreed to remove unconstitutional durational residency requirements from in-state resident tuition rate determinations).

Ducharme v. State of Rhode Island, C.A. No. 93-1675-B (U.S.D.C., Dist. of R.I.)(sole attorney in action sponsored by Rhode Island ACLU in which a successful settlement was reached wherein, *inter alia*, the Rhode Island State Police agreed to cease the unconstitutional practice of routinely strip searching arrestees charged with minor offenses).

Sylvia v. Vose, C.A. No. 94-597-B (U.S.D.C., Dist. of R.I.)(co-counsel in civil action brought under 42 U.S.C. §1983 seeking relief for violation of plaintiff's civil rights due to unlawful arrest and unconstitutional strip searches performed by municipal police and state correctional officers wherein settlement was reached resulting in combined monetary settlement, including attorneys fee, of \$50,000.00; settlements in the *Sylvia* and *Ducharme* cases and the publicity surrounding them effectively brought an end to the widespread unconstitutional practice of police officers in this state routinely strip searching arrestees charged with minor offenses).

Family Housing Development Corporation v. Housing Authority of the City of Providence, C.A. No. 95-373-T (U.S.D.C., Dist. of R.I.)(lead counsel in action brought on partially *pro bono* basis on behalf of minority non-profit plaintiff seeking relief for violations of plaintiffs' civil and fair housing rights in which successful global settlement was reached wherein, *inter alia*, plaintiffs retained participatory role in planning and development and defendants agreed to use all reasonable means to facilitate and assist in redevelopment of 23 acre site of former housing project, and thereby established judicially enforceable obligation and commitment of local and state authorities to finally address severe shortage of affordable housing in city and the interests of the predominately low income/minority residents of lower South Providence).

Taylor v. State of R.I. Dept. of Corrections, 908 F.Supp. 92 (D.R.I. 1995), *reversed*, 101 F.3d 780 (1st Cir. 1996) *cert. denied*, 117 S.Ct. 2480 (1997)(sole attorney in Rhode Island ACLU sponsored action wherein Judge Pettine's grant of summary judgment upholding plaintiff's *ex post facto* challenge to retroactive imposition of offender supervision fees was reversed by First Circuit Court of Appeals; plaintiffs filed unsuccessful motions for rehearing and recall of mandate with the First Circuit, and a petition for writ of certiorari with the Supreme Court).

Williams v. City of Warwick, C.A. No. 01-194-L (U.S.D.C., Dist. of R.I.)(consent judgment entered August 8, 2001)(sole attorney in Rhode Island ACLU sponsored action in which the city was restrained and enjoined from enforcing municipal sign ordinance which placed unlawful content based restrictions on political signs in violation of the First Amendment, and agreed to the payment of counsel fees and costs).

Driver v. Town of Richmond, 570 F.Supp.2d 269 (D.R.I. 2008)(sole attorney in Rhode Island ACLU sponsored action wherein court held portion of state statute granting unbridled discretion to local authorities over whether to permit or deny posting of political signs within limits of public highway was unconstitutional, leading to consent judgment wherein defendant Town and Chief of Police agreed to declaration statute was unconstitutional on its face and as applied, permanent injunction, and payment of a combined total of \$28,000.00 in damages, counsel fees and costs).

Thomas K. Jones v. Town of West Warwick, C.A. No. 08-375T (U.S.D.C., Dist. of R.I.)(consent judgment entered August 24, 2009)(sole attorney in Rhode Island ACLU sponsored action wherein Town was restrained and enjoined from enforcing municipal sign ordinance which placed unlawful content based restrictions on political signs in violation of the First Amendment and agreed to the payment of a combined total of \$30,000.00 in damages, counsel fees and costs).

John O. Matson v. Town of North Kingstown, C.A. No. 10-435-ML (U.S.D.C., Dist. of R.I.) (consent judgment entered March 3, 2010)(sole attorney in Rhode Island ACLU sponsored action wherein Town was restrained and enjoined from enforcing municipal sign ordinance which placed unlawful content based restrictions on political signs in violation of the First Amendment and agreed to the payment of over \$10,000.00 in counsel fees and costs).

Judith Reilly v City of Providence, C.A. No. 10-461S, 2013 WL 1193352 (U.S.D.C., Dist. of R.I.)(consent judgment entered October 21, 2013)(sole attorney in Rhode Island ACLU sponsored action wherein declaratory judgment was entered and City was found to have violated free speech and press rights of resident who was ordered under threat of arrest to cease leafleting on public sidewalk in violation of the First Amendment and agreed to the payment of a combined total of \$75,000.00 in damages, counsel fees and costs).