Knoxville Bar Association

# THE CONSIGLIERE

FALL 2010 Vol. 5, No. 4

*"No man is above the law and no man is below it; nor do we ask any man's permission when we ask him to obey it."*
*-- Theodore D. Roosevelt (1858 - 1919)*

Let us know your ideas and suggestions for *THE CONSIGLIORE:*

- Call or e-mail Nick McCall at 632-4161 or nick.mccall@gmail.com or Marsha Wilson at 522-6522 or mwilson@knoxbar.org.
- Submit an article for consideration.
- Give us your feedback on this newsletter.
- Tell us about CLE topics or networking events you would like the Section to sponsor.

## FROM THE CO-CHAIRS

Is it just me, or has 2010 flown by? It seems like it was only yesterday that I was looking forward to the Winter Olympics, the World Cup, and summer vacation. Now, Thanksgiving is staring me right in the face, with Christmas not far behind! In the blink of an eye, it will be 2011, and the sprint through another year will start again. Time flies when you are having fun, right?

Right…and the Corporate Counsel Section has had a very fun 2010! To celebrate another successful year for our Section, please be sure to join us on November 9th at the Bearden Beer Market for our last social meeting of the year. I haven't been to the Beer Market yet, but it is my understanding that it is the closest thing that Knoxville has to a German "*Biergarten*." I'm really looking forward to checking out this unique addition to Knoxville! Plus, it will be a great opportunity to give John Arnold and Tracy Edmundson (of our CLE Committee), Nick McCall (editor of *The Consigliere*), and Leo Beale (our Membership Committee Chair), pats on the back for jobs well done.

If we are lucky (i.e., before too many "*Prosts*" are proposed), we may also get a chance to talk about the upcoming year and elect our officers for the 2011 bar year. David and I are agreeable to serving as co-chairs for another year, and Nick McCall and Connie Ditto are agreeable to serving as co-chairs/editors for *The Consigliere*; however, if you are interested in serving in these or any of the other leadership roles we have (Vice Chair, Secretary, Sergeant at Arms, or Chair of the CLE and Social Committees), please feel free to contact either David or me or the KBA's Marsha Wilson. Also, if you have any ideas for the Section, or if you would like to become more involved with the Section, be sure to let us know at the meeting.

Meanwhile, I hope that time slows down a bit for us all and that we get a chance to enjoy the remainder of 2010. For me, I'm looking forward to the new Harry Potter movie, time spent with family and friends over the holidays, and a stress-free year end at of the office…wish me luck on that last one!

*-- Marcia A. Kilby, Co-Chair*

## UPCOMING SECTION MEETING

The KBA Corporate Counsel Section's quarterly meetings usually serve one of two purposes. Sometimes, our meetings are more formal, with a speaker(s) addressing topics relevant to most corporate counsel.

But, because the offices of corporate counsel are spread throughout the greater Knoxville area and beyond, at other times the quarterly meetings are simply social gatherings which bring together members and guests in an informal setting.

*Upcoming Section Meeting on Tuesday, November 9*

**Tuesday, November 9, 6:00 PM:**

**Bearden Beer Market (next to Ashe's Wines and Spirits)**
**4524 Old Kingston Pike**
**Knoxville, TN 37919**
**(865) 851-8922**

This meeting will also serve as the annual election of the Section's officers: Chair and Vice Chair (or Co-Chairs); Secretary; and Sergeant at Arms.

If you have specific questions about any of these meetings, feel free to contact our Membership Chair, Leo Beale, at 988-6063.For more information in general about the Section, please contact Co-Chairs Marcia Kilby at 362-1391 or David Headrick at 531-6440.

# TAX TIDBIT

## Expanded Section 179 Expensing Under the Small Business Jobs Act of 2010

### By Darsi N. Sirknen

### Woolf, McClane, Bright, Allen & Carpenter, PLLC

On September 27, 2010, President Obama signed the Small Business Jobs Act of 2010 (the "Act") into law. One of the Act's purposes is to stimulate the economy by encouraging businesses to invest more of their money in new materials or equipment. One of the means to that end is an expansion of the equipment expensing deductions allowed under Internal Revenue Code Section 179.

Generally, taxpayers can elect to deduct the cost of any "Section 179 property" in the year in which the property is placed in service rather than depreciating such property over time. Prior to the Act, "Section 179 property" meant any depreciable tangible personal property purchased for use in the active conduct of a trade or business, including "off the shelf" (i.e., not custom-designed) computer software placed in service prior to 2011. Also prior to the Act, the maximum deductible expense each year was $250,000; and that deduction limit was phased out dollar-for-dollar to the extent the total cost of Section 179 property placed in service during the year exceeded $800,000. For example, if a business purchased $900,000 of depreciable tangible personal property during the year, it could deduct only $150,000 ($250,000 deduction limit, less then amount by which the total cost of such property purchased during the year exceeds $800,000) with respect to such property. Those limits were in effect for tax years beginning in 2008 through 2010. For tax years beginning after 2010, the deduction limitation was to be only $25,000; and the deduction was to phase out to the extent the total amount of Section 179 property purchased during the year exceeded $200,000.

Under the Act, for tax years beginning in 2010 or 2011, a taxpayer can deduct the cost of Section 179 property placed into service during the year up to a maximum amount of $500,000; and that deduction begins to be phased out dollar-for-dollar only when the total cost of Section 179 property placed into service during the year exceeds $2,000,000. Further, off-the-shelf computer software still qualifies as Section 179 property if it is placed in service before 2012. Additionally, the Act expands the definition of Section 179 property to include “qualified real property,” which includes certain leasehold improvements, certain restaurant fixtures, and certain retail store fixtures. In spite of the expanded definition of Section 179 property, the deduction with respect to qualified real property is limited to $250,000 per year. The taxpayer may, however, still deduct an additional $250,000 of tangible personal property under the total $500,000 limitation.

For tax years beginning in 2012 or later, the maximum deduction amount reverts back to $25,000, with a dollar-for-dollar phase-out beginning when the cost of total Section 179 property placed into service during the year exceeds $200,000. Further, real property will no longer be eligible for Section 179 expensing.

The increased expensing limits and expanded definition of Section 179 property in the Act are designed to encourage taxpayers to invest in Section 179 property in the next two years, as the deduction limits are scheduled to dramatically decrease after that time. Taxpayers should be mindful, however, that Section 179 expensing is limited not only by the deduction limits discussed above but also by the aggregate amount of taxable income from any of the taxpayer’s trades or businesses. Thus, if purchasing and expensing a large amount of Section 179 property in tax year 2010 or 2011 (especially qualified real property, the cost of which could be significant) would cause the taxpayer’s deduction to be phased out or limited due to its overall taxable income, the taxpayer may be better served to spread the purchase of such property over a few years in spite of the lesser deduction amounts expected in the future.



# OUR FEATURE ARTICLES

## Body “Art” and “Piercing” Jewelry- Problematic for Employers in Diverse Businesses When Employees Come in Contact With the Public?

### By Kelli L. Thompson, Baker, Donelson, Bearman, Caldwell & Berkowitz

Body art or tattoos and body piercings of a wide variety are becoming the "norm," especially among younger adults. However, a recent article in *USA Today* clearly demonstrates that the public does not expect to see tattoos and piercings on the people who greet them when they check into a hotel, patronize a business or are greeted by a receptionist. The overwhelming majority of readers who commented on the article said it did not matter, they did not want to see tattoos and body piercings, besides regular earrings, on people who deal with the public. One reader added, "Do you want piercings or a career?" While another echoed the same sentiment, "If the pierced, inked lifestyle is the one they chose, they should also accept the lack of opportunities it may represent."

Despite the potential impact on career options, tattoos and body piercings have exploded in use by the younger generation. A Pew Research Center poll reported that 36 percent of 18- to 25-year-olds and 40 percent of 26- to 40-year olds have at least one tattoo. In those same age groups, 30 percent and 22 percent, respectively, have a piercing somewhere other than their ears. The same survey found that even in the 40- to 60-year-old age group, over 10 percent had tattoos or piercings outside of their ears, with these numbers expected to grow as the demand for tattoos and piercings continues to increase.

Obviously, there are some employees in some industries whose tattoos or body piercings might be acceptable, even when dealing with the public. Trendy clubs, bike shops or coffee houses come to mind. On the other hand, it is doubtful any professional office or sales environment would find visible tattoos and piercings acceptable. Because for many businesses, the public generally does not want to be greeted by a person with a nose ring, a pin in their ear or a tattoo that covers their arm. So what should employers do? They should dust off their dress codes and add some guidance and limitations applicable to piercings and tattoos.

According to the Equal Employment Opportunity Commission (EEOC), employers are allowed to impose dress codes and appearance policies as long as they do not discriminate or hinder a person's race, religion, color, age, national origin or gender. There is a strong legal basis for limiting tattoos and piercings in the workplace, especially if employers have reason to believe that tattooed or pierced employees will hurt their image. It is reasonable to limit piercings and to distinguish between men and women. For example, it is reasonable to require men to have short, neatly groomed hair and be clean shaven or have neatly trimmed beards. Likewise, it is reasonable for an employer to require men not to have any visible piercings, while allowing women to have a limited number of piercings in their ears, but otherwise, no visible piercings. In addition, if an employee has a tongue piercing, an employer can require them to remove it while they are at work, especially if the employee deals with the public. With the advent of gauges or large holes in ears, an employer might consider adding that earrings should be tasteful and appropriate for all business and professional attire.

With respect to tattoos or body art, an employer might consider providing that no employee can have visible tattoos while at work. If an employee wants to express themselves with body art, they should do so on parts of the body that can be covered with appropriate attire for the workplace. Some employers may allow visible tattoos provided they are not offensive, but the public has expressed sufficient concern to make an employer think twice before doing so.

If the employer is going to make changes to the dress code to address these issues, it is important that they obtain some input from employees before making across the board changes. This allows the employees to understand the reasons for addressing tattoos and body piercings in the dress code, but also, hopefully, allows the employees to have some input into the process or "buy into it." One final consideration though, if an employee has a visible piercing or tattoo that they assert is an expression of religious beliefs or practices, the employer needs to evaluate whether it can make a reasonable accommodation for the employee without creating an undue hardship. The most important point is to address these issues in the employer's dress code, and then, act consistently in enforcing it.

## A Health Care Reform Primer

### By Jamie Ballinger-Holden, London & Amburn, P.C.

It is hard to believe that it has been seven months since the President signed into law sweeping health care reform. Despite the passage of time, however, many are still grappling with questions about the basic tenets of the legislation. This article will give you the ABCs of health care reform and, hopefully, answer some of those lingering questions. Importantly, before we begin, it is worthwhile to note that, while our political climate is dynamic, it appears unlikely that the health care reform will be repealed outright, though some of its provisions could be altered. Accordingly, going forward a basic understanding of the reform is a necessity.

**What is "Health Care Reform"?**
What is commonly called "Health Care Reform" is actually the product of two bills. The first, the *Patient Protection and Affordable Care Act* ("PPACA")[1], was signed into law on March 23, 2010, and the second, the *Health Care and Education Reconciliation Act of 2010* ("HCERA")[2], which amended and clarified the initial bill, was signed into law on March 30, 2010. These two bills were at first jointly referred to as "PPACA," but are now simply called the Affordable Care Act or "ACA."

**Why Health Care Reform?**
Most Americans seem to agree that some type of health care reform is necessary, despite their good-faith and ongoing debates as to which methods should be employed to achieve such reform. The three primary issues, also often referred to as the three primary health care "crises," are that:

1) It is estimated that 46 million Americans do not have health insurance, plus an additional estimated 25 million are underinsured;
2) Health insurance costs increase every year as the costs of the uninsured are shifted to those with insurance. Specifically, medical providers charge higher prices to those with coverage to make up for losses for care provided to those with no coverage and/or because of low government program reimbursements. Accordingly, insurance carriers pass on this cost to consumers through increased premiums; and
3) Costs to the individual states increase every year for uninsured care.

These crises, in sum, create a cycle that leads to unaffordable health insurance coverage for many Americans.

**How does ACA propose to address these issues?**
To achieve reform and address the above three issues, ACA provides for the following four mandates and/or cornerstones of insurance reform. They are: 1) the individual insurance mandate, 2) the employer insurance mandate, 3) mandated state-based exchanges where consumers (and eventually businesses) can purchase private, closely-regulated insurance coverage, and 4) federal cost containment and revenue generators to partially pay for health care reform.

In a nutshell, this reform ultimately requires individuals to buy/have health insurance beginning in 2014, makes more lower-income and high-risk individuals eligible for Medicaid, subsidizes, through tax incentives, private health coverage for lower and middle income people, and requires employers to offer affordable coverage or pay a fee with exceptions for low-wage and small businesses. It also attempts to more closely regulate insurers who may deny coverage to high-risk individuals, e.g., those with pre-existing conditions and/or requiring expensive treatments.

**When do these mandates go into effect?**

As the four mandates listed above are each an enormous undertaking for both federal and state governments, as well as employers and those in the insurance industry, many of the key reforms are not effective until 2014. Beginning in 2014, individuals must obtain healthcare coverage to avoid paying penalties.[3] The individual mandate can be satisfied by an employer-sponsored health plan or a health plan selected from a state-sponsored exchange. Accordingly, each state must have their insurance exchange up and running by January 2014.[4]

In addition, in 2014, while there are exceptions for smaller employers and low-income firms, employers with 50 or more employees could be subject to penalties if they do not offer coverage or if the coverage offered is not affordable and the employee, therefore, opts to purchase coverage from their state-based insurance exchange.[5] ACA provides extensive information for employers on how to count its employees in light of part-time employee, owner-employee, and seasonal-employee considerations.

*Health Law:*

*A Health Care Reform Primer: The **Affordable Care Act Dissected***

Finally, the Federal government is currently taking steps to generate revenue to partially pay for health care reform, namely, tax and other incentives to assist the states, employers, and insurers to implement the slated reforms. ACA also provides for greater provider accountability in supplying quality healthcare and provides federal grants for a multitude of state-based research initiatives on insurance reform, as well as prevention and wellness programs.

**What about plans in effect before ACA?**

Individual and group health plans in effect at the enactment of ACA enjoy “Grandfathered Plan” status.[6] This permits individuals to maintain their current coverage. Grandfathered Plans, however, must meet certain new requirements that further the stated purposes of health care reform. Among other requirements, Grandfathered Plans are prohibited from rescinding individual healthcare coverage, except for fraud,[7] must extend dependent coverage until an individual is 26 years of age (with some exceptions)[8], and cover pre-existing conditions for children under 19.[9] Existing plans also remain grandfathered even if family members or new employees are added to the plan.[10]

Grandfathered Plan status can be lost if a material change occurs. For example, if a person enters into a new insurance policy or the policy is changed to eliminate all or substantially all of the benefits to diagnose or treat a particular condition, or a co-payment is increased above the regulatory maximum.[11] A plan will *not* lose grandfathered status if it increases a fixed-amount co-payment below the regulatory maximum, increases a fixed-amount deductible or out-of-pocket limit below the regulatory maximum, or makes changes to voluntarily increase benefits to conform to health care reform requirements.[12]

**What if my plan started after ACA or I lose Grandfathered Status?**

For non-grandfathered plans that start after September 23, 2010 or plans that lose Grandfathered Status, they must still abide by the regulations imposed on the Grandfathered Plans.[13] In addition, these plans also cannot impose a cost-sharing obligation for preventative services,[14] must have internal and external appeals processes,[15] and pay for out-of-network emergency room services without pre-certification and the same as in-network providers.[16] Non-grandfathered plans that violate the coverage mandate could be subject to a $100 a day penalty for each affected participant from the date of failure to the date of correction under ACA.[17]

**How do I comply with and/or benefit from ACA now?**
Even though the Federal government continues to issue new regulations and other guidance almost on a weekly basis, employers should start evaluating whether they qualify for any ACA tax credits. For example, there are monetary incentives to encourage employers to keep early retirees on company insurance plans, as well as tax credits for small businesses that pay a portion of their employees health premiums. Employers should carefully monitor the impact of any change they or their insurer make to a Grandfathered Plan. In addition, individuals should consult www.healthcarereform.gov and its companion resources/portals to find insurance options in their area that fit their needs, particularly if they are high risk or low-income persons.

*Disclaimer: The information contained herein is strictly informational; it is not to be construed as legal advice.*

1 The *Patient Protection and Affordable Care Act* (P.L.111-148). The Government Printing Office has not yet published a final version of the public law. Citations are to H.R. 3590
2 The *Health Care and Education Reconciliation Act* (P.L. 111-152).
3 § 1501
4 § 1341
5 § 1513 (a)
6 § 1251
7 § 2712
8 § 2714
9 § 2704
10 § 1251
11 *Id.*
12 *Id.*
13 § 1001(2) – (4)
14 § 2713
15 § 2719
16 *Id.*
17 § 4980D

# RANDOM NOTES

## Compiled and Collected from Various Sources and Reports

### Websites and the ADA: The DOJ's Proposed New Regulations as to Places of Public Accommodation

Title III of the Americans with Disabilities Act ("ADA") states that "[n]o individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation." A "place of public accommodation" is one whose operations affect interstate commerce and that falls within one of the categories set forth by Title III, including places of lodging, establishments serving food or drink, places of entertainment, sales establishments, and so on. The Department of Justice ("DOJ") has long espoused the view that the public accommodation requirements of the ADA extend to the websites of covered entities. Courts have disagreed over this issue, with some of them ruling that the ADA does not apply to websites.

In response to this split, the DOJ issued an Advance Notice of Proposed Rulemaking (the "Advance Notice") on July 26, 2010, announcing that it may revise the ADA regulations to explicitly state that the Web sites of places of public accommodation are covered by the ADA. The DOJ's regulations are entitled to deference by the court system, and would serve as persuasive authority that could be used by individuals in proving ADA violations. According to the Advance Notice, the website of a company with no physical storefront would be included among the places of public accommodation. Title III requires places of public accommodation to make modifications to their policies and/or procedures, and provide auxiliary aids and services necessary to accommodate individuals with disabilities, so long as the accommodations do not result in undue burdens or fundamental alterations in the nature of the goods or services provided by the entity.

*RANDOM NOTES:*

*DOJ's Proposed Regulations on Websites and the ADA*

Providing a website that is ADA-compliant can be a daunting task, especially considering the list of possible disabilities and accommodations. The Advance Notice provides some assistance by listing what it considers to be barriers to Web accessibility. (E.g., hearing-disabled individuals cannot access information in online videos that do not have captions. Individuals with limited manual dexterity cannot access websites that do not support keyboard alternatives for mouse commands. Blind individuals cannot understand visual information on a website without corresponding text that can be read by a screen reader.) The DOJ also notes that the Web Accessibility Initiative ("WAI") of the World Wide Web Consortium has drafted voluntary international guidelines for Web accessibility.

The Advance Notice was followed by a 180-day public comment period, during which the DOJ will be accepting comments regarding the issues described above. Once the public comment period ends on January 24, 2011, the DOJ will issue proposed regulations for public comment, followed by the final regulations. Although the drafting of the DOJ's regulations is still in early stages, it is not too early for places of public accommodation to begin taking steps toward making their Web sites accessible to individuals with disabilities.

**Read the Advance Notice at:**
http://www.ada.gov/anprm2010/web%20anprm_2010.htm

**Read the WAI's accessibility guidelines at:**
http://www.w3.org/TR/WCAG20/

## Real Estate: A Reminder That Material Modifications to Real Estate Contracts Must Be in Writing for Enforceability

The Statute of Frauds in Tennessee (Tenn. Code Ann. § 29-2-101(a)(4)) provides: "No action shall be brought...[u]pon any contract for the sale of lands...unless the promise or agreement, upon which such action shall be brought, or some memorandum or note thereof, shall be in writing, and signed by the party to be charged therewith, or some other person lawfully authorized by such party. In a contract for the sale of lands, [the] party to be charged is the party against whom enforcement of the contract is sought."

In the case of *Davidson v. Wilson*, 35 TAM 29-4 (Tenn. Ct. App. June 18, 2010), the plaintiffs had contracted to buy 200 acres from the defendant, and later orally agreed to extend the closing date specified in the written purchase agreement. They also orally agreed both (1) to have the acreage surveyed and (2) to adjust the purchase price if the survey revealed the land was comprised of something less than 200 acres. Before the survey was completed, however, the defendant gave notice that he was terminating the contract and then sold the land to a third party; the plaintiffs' suit followed. In defense, the statute of fraud was raised. At trial, the lower court held for the plaintiffs, but the Court of Appeals reversed on appeal, holding that these oral modifications changed the contract's essentials terms without having been reduced to a writing, thus rendering the contract unenforceable under the statute of frauds:

> We note that some jurisdictions allow oral modifications of real estate contracts if the oral agreement is limited to changing only the method of performance of the contract, such as its closing date, reasoning that the method of performance is not an essential term of the contract. [The court then noted that the opposite view was also the rule in certain other jurisdictions.]
>
> In this case...the parties' oral agreement would be unenforceable under either view, because it did not merely change the time for performance of the contract. In addition to extending the closing date until the Davidsons' concerns with the closing documents could be adequately addressed, the parties verbally agreed to obtain a survey of the land described and to adjust the purchase price based on the results of the survey. We conclude that this oral agreement changed the essential terms of the contract, such that it was required to be in writing pursuant to the statute of frauds.

*Statute of Frauds and Real Estate Contracts: Get Those Material Modifications in Writing, or Risk Unenforceability*

**Read the opinion at:**
http://www.tsc.state.tn.us/OPINIONS/TCA/PDF/102/Robert%20J%20Davidson%20and%20Jeanette%20Davidson%20v%20Riley%20Wilson%20OPN.pdf

## Securities Law: SEC Changes Interpretation of "Accredited Investor" In Line with Dodd-Frank Act Revisions

On July 21, 2010, the President signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"). Dodd-Frank will be implemented in significant part through the studies and rulemaking activities it enables. This update addresses Dodd-Frank's immediate impact on certain private placements. Regulation D provides a safe harbor exemption from registration under the Securities Act of 1933 for the private placement of securities to accredited investors. One provision of Dodd-Frank that became effective immediately upon Dodd-Frank's enactment is a modified definition of the term "accredited investor" under Rule 501 of Regulation D and Rule 215 of the Securities Act of 1933. The new definition excludes the value of a primary residence for purposes of calculating a natural person's net worth. On July 23, 2010, the SEC issued a Compliance and Disclosure Interpretation, Question 179.01 (the "Interpretation"), in which it clarified how such value should be calculated pending official amendment to its rules.

*Securities Law: Dodd-Frank's Changes to the Definition of "Accredited Investor" for Private Placements*

Before Dodd-Frank's enactment, the term "accredited investor" included any natural person whose net worth, either individually or jointly with his or her spouse, exceeded one million dollars ($1,000,000), including the value of the investor's primary residence. Section 413(a) of Dodd-Frank amends this definition to exclude the value of the investor's primary residence. If an investor has, for example, $1.2 million in total net worth, including a $500,000 residence with no mortgage, under the new law, that investor will no longer qualify as an "accredited investor" as the value of the residence must be excluded, leaving a net worth of $700,000 in this example. The amended definition does not apply to investors that are legal entities, which will still be permitted to count the value of their real estate holdings in determining whether they qualify as an "accredited investor."

The SEC's Interpretation states that pending implementation of the changes to the SEC's rules required by Dodd-Frank, the amount of mortgage debt secured by an investor's primary residence should be deducted from the fair market value of the residence to calculate the amount excluded from the investor's net worth. However, the amount of mortgage debt secured by the residence in excess of the value of the home should be considered a liability and deducted from the investor's net worth. For example, if an investor's primary residence has a fair market value of $500,000 but the investor has a mortgage of $750,000 on that residence, then $250,000 in excess mortgage debt needs to be subtracted from the investor's other assets in calculating the investor's net worth.

During the first four years following Dodd-Frank's enactment, the SEC is authorized to review and modify the definition of the term accredited investor, but may not change the $1 million net worth threshold (excluding the value of the investor's residence). Not less than four years after the date of enactment, and once every four years thereafter, the SEC is required to review the definition of accredited investor in its entirety and is authorized to modify the term in any way it deems appropriate, including adjustment of the net worth threshold. As the $1 million net worth standard has not changed in about 30 years, it is widely anticipated that the SEC will revise the "accredited investor" net worth standard, perhaps increasing it to $2.5 million, in 2014.

In light of these changes, stock issuers presently engaged in or contemplating a private placement of securities to accredited investors are advised to immediately revise their subscription and disclosure documents to ensure compliance with Dodd-Frank. Additionally, any issuer currently conducting a private placement should reassess the eligibility of all accredited investors before closing. These changes, however, do not apply retroactively, so it is unnecessary to ask individual investors who purchased securities before July 21, 2010 to confirm they are accredited investors under the amended definition.

**Read the SEC Interpretation and other recent interpretations at**: http://www.sec.gov/divisions/corpfin/guidance/securitiesactrules-interps.htm

## NEWS AND NOTES

### Thanks to Our Authors!

Thanks to all those who contributed to this issue of *THE CONSIGLIERE.* A very special note of appreciation is owed to our authors Darsi Sirknen of Woolf, McClane, Bright, Allen & Carpenter, PLLC for the "Tax Tidbits" article on the equipment expensing deductions allowed under Internal Revenue Code Section 179; to Kelli Thompson of Baker, Donelson, Bearman, Caldwell &

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Berkowitz, P.C. for her article on employees' body piercings and tattoos and the legal issues that may confound employers; and to Jamie Ballinger-Holden of London & Amburn on her primer on health care reform under the Affordable Care Act.

**Want to see more articles? Want to see different topics addressed? Or, do you just want to tell us what you think of our newsletter? Contact the Editor (see "Contact Information" below) if you would like *The Consigliere* to address a specific topic or launch a periodic column, or if you want to volunteer to write a piece. Authors, ideas, topics and potential contributions are always welcomed by the Section's Editorial Staff.**

### Recent Address Changes

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## CONTACT INFORMATION

See the contact information on the left-hand margin of this page. Use the hyperlinks to contact our Co-Chairs, David Headrick and Marcia Kilby; the Editor, Nick McCall; or the KBA's Executive Director, Marsha Wilson.

See the web site address at the bottom of the left-hand margin on this page to access the official Knoxville Bar Association web site.

## A FRIENDLY PARTING REMINDER

**Don't forget the Corporate Counsel Section's last quarterly meeting and elections for this year, to be held at 6:00 p.m. on Tuesday, November 9, at the Bearden Beer Market (near Ashe's Wines and Spirits). See you there!**