PALM BEACH COUNTY BAR ASSOCIATION

BULLETIN

www.palmbeachbar.org September 2016

Retirement Luncheon honoring Executive Director Patience Burns

Please join us for a tribute to Patience as we celebrate her more than three decades of hard work and dedicated service to our Bar. This special retirement luncheon will be held on Friday, October 14 from 11:30 a.m. to 1:30 p.m. at the Palm Beach County Convention Center in West Palm Beach. We're expecting this event will sell out quickly so be sure to RSVP online today @ www.palmbeachbar.org

You're invited to the North County Section's annual

Welcome Back from the Long Hot Summer Networking Happy Hour

Thursday, September 22, 2016
5:30 p.m. to 7:00 p.m.
III Forks @ 4645 PGA Blvd.
Palm Beach Gardens

Complimentary for North County Section members and the Judiciary. PBCBA members who are not section members are welcome for $30.00
Space is limited. Registration required no later than 9/20/16.

RSVP @ www.palmbeachbar.org

Thank you to our sponsors:

ZELEHUBER ZH Trial Attorneys — ESQUIRE BANK

All Bar Members are Invited To the Investiture of the Honorable Cymonie S. Rowe

September 9, 4:00 p.m.
PBC Courthouse, Courtroom 11A

Mark your calendar for upcoming Membership Events

September 9, 4:00 p.m.
Investiture of Judge Cymonie Rowe

October 14, 11:30 – 1:30
Retirement Luncheon for Patience Burns

December 7, 5:30 p.m.
Annual Holiday Party & Silent Auction

March 10
Annual Bench Bar Conference

Inside...

THE
BULLETIN
PALM BEACH COUNTY
BAR ASSOCIATION

JOHN R. WHITTLES
President

www.palmbeachbar.org

PATIENCE A. BURNS, CAE
Executive Director

1507 Belvedere Road
West Palm Beach, FL 33406
PHONE (561) 687-2800
FAX (561) 687-9007
EMAIL info@palmbeachbar.org.

Advertising Information:
Mikki Johnson • mjohnson@palmbeachbar.org

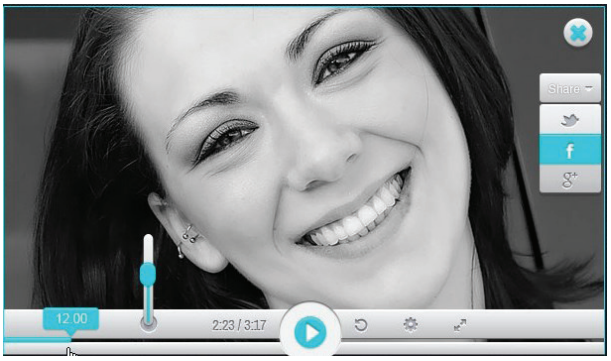
The mission of the Palm Beach County Bar Association is to serve its members, foster professionalism and enhance the public's understanding and awareness of the legal system.

LETTERS TO THE EDITOR

The Palm Beach County Bar Association Bulletin welcomes your comments on topics relating to the law, the legal profession, the Palm Beach County Bar Association or the Bar Bulletin. Letters must be signed, but names will be withheld upon request. The editor reserves right to condense.

Send letters to:
EDITOR Bar Bulletin
Palm Beach County Bar Association
1507 Belvedere Road
West Palm Beach, FL 33406

palm beach county find a lawyer.org



NEW! ONLINE VIDEOS

We are EXCITED to offer a NEW addition to our *Palm Beach County Find A Lawyer* site! All current *Palm Beach County Find A Lawyer* members will receive a COMPLIMENTARY VIDEO! Video marketing is a great way to connect with the public!

If you are not already a member - join and be seen online!

For your convenience, videos for current profile members will be shot on Friday, September 16 and on Tuesday, September 20 from 10:00 a.m. to 1:00 p.m. at the studios of *TheLaw.TV* in West Palm Beach. To schedule your production time, and for further details, contact Lynne at lpoirier@palmbeachbar.org

IT'S NOT TOO LATE TO JOIN AND RECEIVE A FREE VIDEO TOO!

Here's how:

PBCBA members with completed profiles by September 15, 2016 can receive this new member benefit!

It only takes a few minutes.

GET STARTED @ www.PalmBeachFindALawyer.org

Only $150.00 a month!

THELAW.TV

BE FOUND ON:

PalmBeachFindALawyer.org

Do You Need a Mentor?

The Palm Beach County Bar Association's Mentor Program is designed to provide members with a quick and simple way to obtain advice, ideas, suggestions, or general information from an attorney that is more experienced in a particular area of law. The mentors provide a ten-to-fifteen-minute telephone consultation with a fellow attorney, at no fee. Any member of the Palm Beach County Bar, whether newly admitted or an experienced practitioner, can use the program. Call the Bar office at 687-2800, if you need a Mentor.

Meet Carla Tharp Brown, the New Executive Director of the Palm Beach County Bar Association

By John R. Whittles

Drum roll, please. I am happy to report that the Palm Beach County Bar Association has a new Executive Director. Carla Tharp Brown was chosen from a diverse pool of highly qualified candidates and accepted the position on July 25, 2016. She will begin working for our Bar at the end of August 2016 and comes to us from the Atlanta Bar Association where she has spent the last fourteen (14) years as director of that bar association's lawyer referral service. Carla has been a panelist at various American Bar Association lawyer referral service workshops and currently serves as an American Bar Association PAR Consultant (Program of Assistance & Review for other bar associations). Carla is married and has three children. She enjoys reading, trying new recipes and is a self-proclaimed news junkie.

You all will find out when you meet Carla that she is genuine, capable and dedicated and will be a great addition to our bar association. Everyone on our board liked her from the moment we met her and are confident that you all will feel the same.

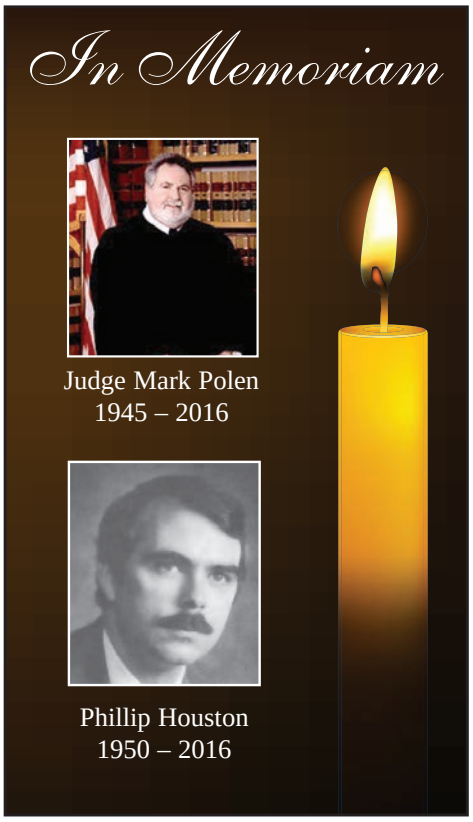
Carla will spend approximately one month working with our beloved current executive director and thirty-six year bar association veteran, Patience Burns, who will be showing Carla the ropes and will impart to Carla her decades of institutional knowledge. Patience has agreed to extend her planned retirement date to late September or early October so that Carla can be brought completely up to speed and we intend to make this a smooth and seamless transition from one very capable person to another. We expect that our Bar will not miss a beat.

At some point, likely in September 2016, you will see Carla at bar events so please introduce yourself to her and give her a warm welcome. Everyone we talked to that has worked with or for Carla has raved about her as a person and an administrator and, while we will miss Patience Burns' wit and steady, capable hand at the bar offices, we are very pleased and fortunate that Carla will be working with us and helping us to continue the history of achievement and stability that our Bar is known for throughout Florida.

A final, heartfelt note of thanks to our Executive Director Search Committee – Greg Coleman (Chair), Judge Lisa Small, Jerry Beer, Jill Weiss and John Howe. This Committee, put in place by past President Grier Pressly, devoted significant time from their busy schedules to screen a large pool of qualified applicants and reduce the total applicants from sixty three to five finalists, from which we chose Carla after a round of in-person interviews and a multitude of follow up meetings and follow up interviews. In that regard, your Board also devoted a considerable amount of time, tearing themselves away from work and family to spend long hours in the Bar offices to ensure we made the best selection; and we did. Thanks to our hard-working board of directors.

Carla Tharpe Brown

I have been informed that my role in the transition process will be to not crack too many dumb jokes and scare Carla off. I'll try.



Board Meeting Attendance

	July
Barnes	X
D'Amore	X
Huber	X
Mason	phone
McElroy	X
Pressly	X
Reagan	X
Smith, G.	X
Smith, S.	X
Whittles	X
Wilson	X
Wyda	X
Xenick	X

Candidate Luncheon Sold Out

More than 150 members recently attended our Candidate's Luncheon, which was held at the Marriott in West Palm Beach. This special event included not only judicial candidates but also candidates running for the office of Public Defender. Bar President John Whittles served as our moderator asking thoughtful questions of each candidate.

Diversity Intern Phoebe Joseph, Bar President and program moderator John Whittles along with Sara Cortvriend

Judicial Campaign Practices Commission Chair Robin Bresky and Lloyd Comiter

Judge Rosemarie Scher, Magistrate Sara Alijewicz and Judge James Martz

Esther LaBovick, Brian LaBovick, Jeanmarie Whalen, Andrea McMillan and Fred Cunningham

Judith Migdal-Mack and Kai Li Fouts

Donnie Murrell and Judge Richard Oftedal

A "DREAMer's" Journey to Becoming an Attorney

Kelsey Burke

by Jen Iacobucci

As children, most of us have hopes and dreams. For local attorney Kelsey Burke her childhood dreams were big… really big. She wanted to become a U.S. Citizen and an attorney, but there were many hurdles along the way.

Kelsey Burke's life and career have been shaped by her immigrant roots. Born in Honduras, she came to the United States with her mother and siblings when she was ten years old.

Kelsey's determination to reach her goals started at a young age – not knowing English when she first arrived to the United States, she did not take the easy route and just watch television in her native language, she watched TV in English. She also read sub-titles.

After starting school in the sixth grade, she quickly made the honor roll. Accepted into the Criminal Justice Magnet Program at Lake Worth High School, she progressed to honor classes by ninth grade and earned college credits as a dual-enrolled student at Palm Beach State College.

Wanting to attend college after high school, Kelsey tried to earn money, but was limited due to the lack of a social security card and driver's license. "I was discouraged because I could not go to college. But I was too stubborn to accept that I could not pursue a higher education," said Kelsey. Thinking like the future lawyer she would become, she turned to an immigration lawyer to learn her options. In 2007, Kelsey was granted temporary protected status which allows certain immigrants to remain in the United States temporarily as it is not safe for them to return to their native country. She could now legally work here but couldn't stay permanently or become a U.S. citizen. "Right now, one of the means to become a U.S. citizen is to get married and I refuse to marry just to become a citizen," said Kelsey.

Kelsey worked full-time while taking night classes and received her Bachelor's Degree three years later from Florida Atlantic University. Although not eligible for any government loans or benefits during undergrad, she did receive financial assistance from the Bright Future's Scholarship.

Kelsey then set her sights on law school. When she kept getting turned away by law schools in South Florida because she could not get federal loans, she turned to Senator Dick Durbin (D-Illinois) who was known to share DREAMers stories on the floor of the U.S. Senate. She thought it was a long shot, but said "a couple of months after writing to him, I was contacted by his office asking me if they had my permission to share my story on the U.S. Senate floor."

Going to law school, however, presented its own set of obstacles (and boundless leaps of faith). Kelsey could only finance law school through private student loans with the help of a U.S. citizen co-signer. She started law school not knowing if The Florida Bar would give her a license to practice in the State of Florida due to her temporary legal status. During her second year of law school, Kelsey submitted an application to The Florida Bar and was denied. "I did not know if it would work out for me to become a licensed attorney in Florida, but I knew I was meant to be an attorney – even if it meant having to move somewhere else at first, until I could practice here in Florida," said Kelsey.

In May 2014, the very morning Kelsey was taking her law school final exams, Florida lawmakers had voted to remove the obstacle related to her immigration status allowing her to become a Florida lawyer.

A year ago this month, Kelsey was sworn in by The Honorable Lisa Small.

Kelsey earned her law degree from Florida A&M University College of Law. As a law student she clerked for The Honorable Fay L. Allen; served as a research associate in Constitutional Law; and was a member of the International Environmental Moot Court Team. She was also an intake assistant coordinator for a major personal injury law firm, where she also assisted the attorneys with legal research, preparing motions and pleadings, and in overall pre-litigation and case management.

To this day, her volunteer work continues at El Sol Jupiter's Neighborhood Resource Center and through pro bono cases from Legal Aid. Kelsey believes in "paying it forward by helping our community and encouraging our youth to study and work hard," she said.

Kelsey C. Burke can proudly say she is an Associate Attorney at Murray & Guari Trial Attorneys, PL, specializing in personal injury, wrongful death, and product liability.

Whether you are in favor of or opposed to the DREAM Act, we can all agree that Ms. Kelsey Burke is a success story and we are fortunate to have her as part of our legal community.

Editor's note: The DREAM Act (Development, Relief and Education for Alien Minors) is a legislative proposal for a multi-phase process for those born to illegal immigrants in the United States that would first grant conditional residency, and upon meeting further qualifications, permanent residence.

CLE On-Demand: Anytime & Anywhere

The PBCBA's seminars are available for immediate delivery through our website. You can purchase any of our seminars in MP3 format for immediate download, or you can still request a CD that will be mailed to you. We have a large library of courses recorded not only from our seminars but also those presented by the Orange County, Hillsborough County and Clearwater Bar Associations. If your CLE deadline is coming up, be sure to check out our site to order your CLE today! www.palmbeachbar.org

Missing Bar Events? Be Sure to Read your eNewsletters

Is your current email address on file with our office? If not, please be sure to send your current information to us. As postage rates continue to rise, the Bar is sending notices of all of its functions – membership luncheons, free happy hours, judicial receptions, judicial evaluations, online voting, and important court information via email. Don't be left out of the loop! Send your email address to us today to mjohnson@palmbeachbar.org

Prepetition Transfer of Exempt Assets May Not Be "No Harm No Foul"

by Jason S. Rigoli

Section 522(b) of the Bankruptcy Code provides the exemption schemes applicable in individual bankruptcy cases. 11 U.S.C. § 522(b). Florida is an opt-out state, therefore, for those individual debtors who qualify, the debtor claims assets exempt under Florida's exemption scheme. Fla. Stat. §§ 222.01, *et seq*. An asset the debtor is allowed to claim exempt is removed from the pool of assets creating the estate, which the trustee may administer for the benefit of creditors. What happens when an otherwise exempt asset is transferred pre-petition? Can the transfer be avoided?

The initial thought would be no; because the principle behind avoiding transfers is to put things back to the "status quo," ensuring that creditors aren't injured and the debtor doesn't enjoy a windfall through abuse of the bankruptcy process. Further, if the debtor can claim the property exempt then it would reason that the estate wasn't diminished as a result of the transfer. Or, if the transfer was to be avoided and the status quo re-established, then the efforts to avoid the transfer would be worthless to the estate as the "status quo" would be the debtor getting the asset back and claiming it exempt. This became known as the "no harm, no foul" doctrine. *See Jarboe v. Treiber (In re Treiber)*, 92 B.R. 930 (Bankr.N.D.Okla.1988) (in a preference action, the court held no creditor was injured when the entire subject matter of a preference consisted of exempt property. The court reasoned that if the property had not been conveyed the creditors would not have shared in it); *see also Kapila v. Fornabaio (In re Fornabaio)*, 187 B.R. 780 (Bankr.S.D.Fla.1995); *Tavormina v. Robinett (In re Robinett)*, 47 B.R. 591 (Bankr.S.D.Fla.1985). However, that is not the end of the analysis and the "no harm, no foul" doctrine is generally, no longer applied.

Section 522(g) of the Bankruptcy Code states:

> Notwithstanding sections 550 and 551 of this title, the debtor may exempt under subsection (b) of this section property that the trustee recovers under section 510(c)(2), 542, 543, 550, 551, or 553 of this title, to the extent that the debtor could have exempted such property under subsection (b) of this section if such property had not been transferred, if--
>
> (1)(A) such transfer was not a voluntary transfer of such property by the debtor; and
>
> (B) the debtor did not conceal such property; or
>
> (2) the debtor could have avoided such transfer under subsection (f)(1)(B) of this section.

Continued on page 7

Thank you to our 2016-17 Committee Chairs

Alternative Dispute Resolution Committee
Chair: Theodore A Deckert (561)835-9800

Committee for Diversity and Inclusion
Co-Chairs: Grasford W. Smith (561) 659-3000 and Nadine V. White-Boyd (561) 351-6895

Elder Law Affairs Committee
Chair: Heather Boyer Samuels (561) 733-4242

Guardianship Education Committee
Chair: Brian M. O'Connell (561) 832-5900

Judicial Relations Committee
Chair: Liz Herman (561) 653-2900

Law Related Education Committee
Chair: Amy Shayne Levenberg Terwilleger (561) 650-0658

Law Week Committee
Chair: Heather Wallace-Bridwell (772) 286-9881

Lawyers for Literacy
Chair: Andrew Steven Kwan (561) 835-0900

Professionalism Committee
Co-Chairs: Kara Berard Rockenbach (561) 727-3600 and Lawrence P. Rochefort (561) 653-5000

Small Claims Court Clinics Committee
Chair: Lloyd A. Comiter (561) 883-7806

Solo & Small Firm Practitioner's Committee
Chair: Ronald S. Kaniuk (561) 292-2127

Technology Committee
Chair: Robert William Wilkins (561) 659-3000

Continuing Legal Education Committees:

Bankruptcy Law CLE:
Chair: Eric A. Rosen (561) 802-9044

Business Litigation CLE:
Chair: Kent B. Frazer (561) 653-5000

Community Association Law CLE: Chair:
Tanique G. Lee (561) 655-6224

Employment Law CLE:
Chair: Gerard Joseph Curley, Jr. (561)655-1980

Estate & Probate Law CLE:
Co-Chairs: Peter J. Forman (561)998-7847 and Brett C. Barner (561) 296-7771

Family Law CLE:
Chair: Cathy Purvis Lively (561) 713-1197

Personal Injury / Wrongful Death Law CLE:
Co–Chairs: Matthew Lane (561) 651-7273 and Tim Murphy (561) 507-5700

Real Estate Law CLE:
Chair: Sandra R.B. Wallace (561) 623-5498

Securities Law CLE:
Chair: Jonathan B. Butler (561) 671-3642

Court Advisory and Practice Area Committees:

Appellate Law Practice
Chair: Nichole J. Segal (561) 721-0400

Circuit Court Civil Law Practice
Chair: Brian R. Denney (561) 686-6300

Probate & Guardianship Law Practice
Chair: Brian McKenna O'Connell (561) 832-5900

Transaction Law
Chair: Sheryl Wood (561) 386-2554

Unified Family Practice
Co-Chairs: Trisha P. Armstrong (561)689-4378 and Georgia T. Newman (561) 296-1400

Workers Compensation Law Practice
Chair: Jeffrey M. Friedman (561) 471-2800

Did you know the Palm Beach County Bar Association provides Small Claims and Landlord Tenant lectures throughout the year?

These programs are held at various libraries throughout the county and are free to the public! Please invite friends and neighbors to join us.

Tuesday, September 13, 2016
6:30 p.m. - **Small Claims**
Location: Greenacres Branch, 3750 Jog Road, Greenacres

Monday, October 17, 2016
6:30 p.m. - **Small Claims**
Location: Okeechobee Branch Library, 5689 Okeechobee Blvd., West Palm Beach

Monday, November 14, 2016
6:30 p.m. - **Landlord Tenant**
Location: Okeechobee Branch Library, 5689 Okeechobee Blvd. West Palm Beach

Thursday, December 6, 2016
6:30 p.m. - **Small Claims**
Location: Lantana Branch, 4020 Lantana Road, Lantana

Tuesday, January 31, 2017
6:30 p.m. - **Landlord Tenant**
Location: Lantana Branch, 4020 Lantana Road, Lantana

Tuesday, February 7, 2017
6:30 p.m. - **Landlord Tenant**
Location: West Boynton Branch Library, 9451 Jog Road, Boynton

Wednesday, March 8, 2017
6:30 p.m. - **Small Claims**
Location: Jupiter Branch Library, 705 Military Trail, Jupiter

Tuesday, April 11, 2017
6:30 p.m. - **Small Claims**
Location: Main Library, 3650 Summit Blvd., West Palm Beach

Monday, May 8, 2017
6:30 p.m. - **Small Claims**
Location: Glades Road Branch Library, 20701 95th Avenue So., Boca Raton

No Harm No Foul...

Continued from page 6

In interpreting this section of the Bankruptcy Code, courts have concluded that if a debtor voluntarily transfers an exempt asset ***or*** conceals that transfer, a trustee may look to avoid and recover the property for the benefit of the estate and the exemption is no longer available to the debtor. *See In re McKinnon*, 495 B.R. 553, 555 (Bankr. M.D.Fla. 2013) (citing *In re Corwin*, 135 B.R. 922 (Bankr.S.D.Fla.1992)(Mark, J.); *In re Deel Rent-a-Car*, 721 F.2d 750 (11th Cir.1983) (dicta)).

When analyzing a debtor's or transferee's case, understanding this could be vital to properly advising the debtor on the full impact of filing under different chapters or what defenses may be available to a transferee in an adversary proceeding.

This article was submitted by Jason S. Rigoli, Esq., Furr Cohen, 2255 Glades Road, Suite 337W, Boca Raton, FL 33431, jrigoli@furrcohen.com, (561) 395-0500.

YLS Summer Intern Happy Hour













Arbitration Case Law Update

by Donna Greenspan Solomon

The following are recent cases of interest regarding arbitration issues:

Estate of Novosett v. Arc Villages II, LLC, No. 5D14–4385 (Fla. 5th DCA Mar. 11, 2016). Arbitration agreement containing limitation of liability provision, placing a cap on non-economic damages and precluding the recovery of punitive damages, is against public policy and unenforceable. Provision was not severable, despite severability provision, because it constituted the "financial heart" of the arbitration agreement. Previously, in *Gessa v. Manor Care of Florida, Inc.*, 86 So. 3d 484, 489 (Fla. 2011), the Florida Supreme Court had held that a similar limitation of liability provision violated public policy and was not severable. However, the arbitration provision in Gessa did not contain a severability provision. Accordingly, Novosett certified the following question as one of great public importance: DOES THE COURT'S HOLDING IN *GESSA V. MANOR CARE OF FLORIDA*, 86 So.3d 484 (Fla.2011), CONTROL WHERE, AS HERE, THE CONTRACT CONTAINS A SEVERABILITY CLAUSE?

Reyes v. Claria Life & Health Ins. Co., No. 3D15–1840 (Fla. 3d DCA Mar. 16, 2016). Where a valid and enforceable forum selection clause provides for mandatory and exclusive jurisdiction in a different jurisdiction, trial court errs in addressing merits of motion to compel arbitration.

Florida Holdings III, LLC v. Duerst ex rel. Duerst, No. 2D15–1486 (Fla. 2d DCA Mar. 11, 2016). A party seeking to avoid arbitration on grounds of unconscionability must show that the agreement to arbitrate is both procedurally and substantively unconscionable. Procedural unconscionability focuses on the manner in which the contract containing the arbitration agreement was made and asks "whether the complaining party had a meaningful choice at the time the contract was signed." Relevant factors of procedural unconscionability include (1) whether the party resisting arbitration had a realistic opportunity to bargain over the provision (or conversely, whether the terms were presented on a take-it-or-leave-it basis) and (2) whether the party resisting arbitration had a reasonable opportunity to understand the terms of the contact (or conversely, whether the terms were concealed, minimized, or buried in fine print). Substantive unconscionability focuses on the terms of the contract and requires a court to determine "whether the contract terms... are so outrageously unfair as to shock the judicial conscience." A substantively unconscionable contract term is one that "no man in his senses and not under delusion would make . . . and . . . no honest and fair man would accept."

Wells v. Halmac Dev., Inc., No. 3D15-1081 (Fla. 3d DCA Apr. 13, 2016). Trial court abused its discretion in failing to award section 57.105 attorney's fees where party's counsel knew or should have known that party did not have any reasonable basis in law to seek an order from the trial court declaring party to be the prevailing party contrary to the express determination of the arbitrator.

American Management Services & Fedorak v. Merced, 186 So. 3d 612 (Fla. 4th DCA 2016). Where employee and employer disputed in sworn statements as to whether employee had executed arbitration agreement, the trial court erred in denying motion to compel arbitration pending further discovery without setting an expedited evidentiary hearing.

Cox v. Village of Tequesta, 185 So. 3d 601 (Fla. 4d DCA 2016). Requirement that trial court determine, in considering statutory action to compel arbitration, whether employee "waived" right to arbitration, did not permit trial court to consider whether employee timely invoked key parts of arbitration agreement.

Ross v. Prospectsplus!, Inc., 182 So. 3d 802 (Fla. 2d DCA 2016). Order confirming arbitration award is not a final, appealable order when no final judgment has been entered.

A.K. v. Orlando Health, Inc., 186 So. 3d 626 (Fla. 5th DCA 2016). An arbitration agreement violates the public policy where it fails to adopt the statutory provisions required by Florida's Medical Malpractice Act, chapter 766. Conflict certified with *Santiago v. Baker*, 135 So.3d 569 (Fla. 2d DCA 2014).

Glasswall, LLC v. Monadnock Const., Inc., 187 So. 3d 248 (Fla. 3d DCA 2016). The arbitrator, not the court, will decide the issue of arbitrability where the arbitration agreement includes clear and unmistakable evidence that the parties intended to submit the issue to an arbitrator, even where there is no specific language to that effect.

MuniCommerce LLC v. Navidor, Ltd. (Sic), 184 So. 3d 635 (Fla. 4th DCA 2016). For a waiver provision in an arbitration agreement to be unenforceable as unconscionable, provision must show at least a modicum of both procedural and substantive unconscionability.

Donna Greenspan Solomon is one of two attorneys certified by The Florida Bar as both Business Litigator and Appellate Specialist. Donna is a Member of the AAA's Roster of Arbitrators (Commercial Panel). She is a FINRA-Approved and Florida Supreme Court Qualified Arbitrator. She is also a Certified Circuit, Appellate, and Family Mediator. Donna can be reached at (561) 910-0054 or Donna@SolomonAppeals.com or by visiting www.solomonappeals.com.

Seeing a movie

Buy your discounted tickets through the Bar!

The PBCBA has discount movie tickets available for its members. Remember, these tickets make great gifts for family, babysitters, staff, and clients. Savings are available for the following theaters:

Muvico (Carmike) Theater – $8.00 each

Regal Theaters – $8.50 each

Come by the office and pick up your tickets today (payment only by check or credit card). Tickets will only be FedEx'd (not mailed) if member provides us with a FedEx number.

PRICES ARE SUBJECT TO CHANGE

How to Build Your Social Media Presence and Generate More Leads

Presented by the Solo & Small Firm Committee

Guest Speaker: Social Media Expert Gordon Tredgold

THURSDAY, SEPTEMBER 29, 2016

11:45 a.m. - 1:00 p.m.

Bar Office, 1507 Belvedere Road, West Palm Beach

This Lunch and Learn for Solos and Small Firm Practitioners will teach FIVE important steps to build your social media presence and generate more leads, including selecting the right platform, building a following, content, posting and how to connect with potential clients.

About the speaker: **Gordon Tredgold is recognized as a top 100 Social Media Expert to follow on Twitter; *Inc. Magazine* Top 100 Great Leadership Speaker; *Inc. Magazine* Top 100 Leadership and Management Expert. Plus, Mr. Tredgold has been featured in *Inc. Magazine, Huffington Post, Addicted25Success, Business Insider* and *GoodMan Project.***

Sponsored by:

Caregiver Services CSI Caring Comes First

KEISER UNIVERSITY

REGISTER NOW

HOW TO REGISTER

BY CHECK Return this form

BY CREDIT CARD For security purposes, your must register online at www.palmbeachbar.org

COST: $15.00 for PBCBA members including lunch and CLE credit

Attorneys who are not PBCBA members are welcome for $25.00

Price increases by $5.00 after 5:00 p.m. on 9/26/16

Name: _____

Address: _____

Phone: _____ Email: _____

Summer success made possible by our Lawyers for Literacy Committee

As part of the School District's reading program, nearly 30 of our members volunteered their time this summer reading to children in classrooms throughout the area. We don't know who had more fun – the kids or the attorneys! Every child who participated in our reading program was treated to a new book or a fun pencil eraser, which was made possible by donations from our generous members. In addition to the "Stop the Summer Slide" initiative, our Lawyers for Literacy Committee reached out to teenage foster children with valuable legal information on protecting their credit score, tenant's rights, expungements and more.

Want to volunteer? Look for future opportunities coming this fall through our Lawyers for Literacy Committee.

Brad Avakian handed out gift books

Hazel Lucas provided valuable legal life learning skills to teenage foster children

Lawyers for Literacy Chair Andrew Kwan brought his book to life with sound effects and singing!

Got Ethics?

NEW program provides ethics credit

The Professionalism Committee has created a new one-hour seminar that provides 1.0 ethics credit hour and 1.0 general credit hour. The program is currently available in two formats: by audio (visit the Bar's website http://www.palmbeachbar.org/continuing-legal-education/ for details) or by bringing the live seminar to your office. The live seminar is presented by a member of the Professionalism Committee. If you are interested in having the seminar presented at your office, please contact the PBC Bar Association at 687-2800.

Attorney Client Privilege

by Ted Babbitt

The recent case of *Coffey-Garcia v. South Miami Hospital, Inc.*, 31 Fla. L. Weekly D1458 (Fla. 3rd DCA 2016) is a primer on the attorney-client privilege. The case arose out of a malpractice case where the statute of limitations was at issue. Under Fla. Stat. 95.11(4)(b) the statute of limitations in a malpractice case is two years from the time the incident giving rise to the action occurred or within two years of the time the incident was discovered.

Tanner v. Hartog, 618 So. 2d 177 (Fla. 1993) stands for the proposition that the discovery portion of the statute relates not only to knowledge of the injury but also knowledge that there was a reasonable possibility that the injury was caused by medical malpractice.

In the case under discussion, the trial court entered an order requiring plaintiff to answer all questions related to when she sought counsel, the names of the attorneys she consulted and the reasons why she first sought out legal counsel. The Third District affirmed the trial court as to the first two issues but reversed as to the last. In doing so the Court analyzed the attorney-client privilege and distinguished it from the rule of client-lawyer confidentiality.

The Court discussed the Fla. Evidence Code section 90.502 which relates to the client's right of confidentiality in disclosure of lawyer-client communications with respect to judicial and administrative hearings. The Court distinguished the rule of client-lawyer confidentiality which applies in situations outside of the courtroom or other instances when evidence is sought.

The court explained that the rule of client-lawyer confidentiality derives from the ethics code and that "The Code of Professional Responsibility protects more than confidential communications, it protects confidences and secrets of a client. This protection is broader than the evidentiary attorney-client privilege, and applies even though the same information is discoverable from other sources." At 1459, footnote 1.

The operative issue in the case at bar, according to the Court, was covered by Fla. Stat. 90.502(2) which provides

> A communication between lawyer and client is Confidential if it is not intended to be disclosed to Third persons other than:
>
> 1. Those to whom disclosure is in furtherance of The rendition of legal services to the client.
>
> 2. Those reasonably necessary for the transmission of the communication. At 1458.

The Court reasoned that the attorney client privilege, unlike the client- lawyer confidentiality rule, protects only communications to and from the lawyer and does not protect facts known by the client independent of the lawyer-client communication. This means that facts known to the client are not protected merely because the client tells those facts to the lawyer.

> In other words, [t]he client cannot be compelled to answer the question, 'What did you say or write to the attorney?' but may not refuse to disclose any relevant fact within his knowledge merely because he incorporated a statement of such fact into his communication to this attorney. *Upjohn Co. v. U.S.*, 449 U.S. 383, 396 (1981). At 1468.

In this case the Third District held that the burden of initially going forward and establishing the existence of an attorney-client privilege rests with the party asserting the privilege but once established the party seeking the disclosure bears the burden of proving that the communications are not privileged.

The Third District, in affirming the trial court on the issues of when the plaintiff first sought a lawyer and the names of the attorneys she consulted with, cites the established law that

> Courts have consistently held that the general subject matters of clients' representations are not privileged. Nor does the general purpose of a client's representation necessarily divulge a confidential professional communication, and therefore that data is not generally privileged. At 1459.

With respect to the third part of the trial court's order that the plaintiff would be required to divulge the reasons why she first sought out legal counsel, the Third District reversed, finding that such revelation impermissibly allows inquiry into confidential communications between the plaintiff and her lawyers. The Court held that the attorney-client privilege trumps any need of the defense to prove their statute of limitations defense unless they can establish facts outside the communications of the plaintiff with her lawyers.

The Court held:

> While Ms. Coffey-Garcia can be required to answer factual questions about what she learned at various points in time concerning the nature and potential causes of her daughter's condition from sources other than the attorneys that she consulted, she cannot be forced to answer questions that would require her to reveal the contents of advice or information she received from the attorneys.
>
> It is of no account that the answers to such questions might prove useful or even necessary to determine When the Garcias discovered or should have discovered that there was a 'reasonable possibility' that medical malpractice caused Samantha's cerebral palsy. The hospital, clinics, and doctors' need for this information to prove their statute of limitations defense does not justify an invasion of the privilege. "[T]he attorney-client privilege . . is not concerned with the litigation needs of the opposition party." *Genovese v. Provident Life & Accident, Ins. Co.*, 74 So. 3d 1064, 1068 (Fla. 2011). '[U]ndue hardship is not an exception, nor is disclosure permitted because the opposing party claims that the privileged information is necessary to prove their case." *Id.* (quotation and citation omitted). At 1459.

This case reviews the law on attorney-client privilege and the rule of client-lawyer confidentiality and confirms that the attorney-client privilege, once established, precludes revelation of the contents of communication between clients and their lawyers regardless of the need for such information to establish a claim or defense.

by Manuel Farach

Bazemore v. Jefferson Capital Systems, LLC, Case No. 15-12607 (11th Cir. 2016).

The Eleventh Circuit discusses the appropriate type and amount of proof to enforce an internet "click wrap" contract.

Jallali v. Knightsbridge Village Homeowners Ass'n, Inc., – So. 3d , 2016 WL 3548843 (Fla. 4th DCA 2016).

Declarations of restrictive covenants which are recorded before a lender's mortgage are "interests" under Florida Statute 48.23 (1)(d) that do not need to be joined in the lender's mortgage foreclosure action.

Dyck-O'Neal, Inc. v. Beckett, – So. 3d – , 2016 WL 3570108 (Fla. 5th DCA 2016).

Florida Statute section 702.06 does not prohibit a party from filing an independent action for deficiency judgment even if the trial court reserved jurisdiction to enter deficiency judgments in the foreclosure judgment; conflict certified with the First District's opinion in *Higgins v. Dyck-O'Neal, Inc.*, 41 Fla. L. Weekly D1376 (Fla. 1st DCA June 9, 2016).

SunTrust Bank v. Arrow Energy, Inc., Case No. 4D15-1477 (Fla. 4th DCA 2016).

The statutes contemplate that a garnishee will be made whole for its participation in the garnishment process, thus a garnishment judgment that imposes cost against the garnishee is void because it imposes additional costs on the garnishee. Likewise, a garnishment judgment is not a money judgment that accrues interest.

Citimortgage v. Hoskinson, Case No. 5D14-4500 (Fla. 5th DCA 2016).

A witness need only be "well acquainted enough with the activity" to give testimony based on the Business Records Exception to the Hearsay Rule.

Bank of America, N.A. v. Kipps Colony II Condominium Association, Inc., – So. 3d –, 2016 WL 3766582 (Fla. 2d DCA 2016).

On rehearing, the Second District hold that a junior lienor cannot foreclose a superior lienor and a judgment purporting to do so is void under Florida Rule of Civil Procedure 1.540 (b) (5). Priority of real estate interests under Florida law is determined Florida Statutes sections 28.222(2) (which requires the Clerk of Court to record instruments and keep records of the recorded instrument), 695.11 (which states the sequence of recorded instruments shall determine priority), and 695.01 (which states that first in time is first in right). The community association could have foreclosed its claim of lien through a cross-claim as a result of its powers under Florida Statute section 718.116(6)(a).

Sanabria v. Pennymac Mortgage Investment Trust Holdings I, LLC, – So. 3d –, 2016 WL 3767181 (Fla. 2d DCA 2016).

An example of an affirmative defense sufficient to meet the "specifically deny a signature" requirement of Florida Statute section 673.3081 is set forth.

Annex Industrial Park, LLC v. Corner Land, LLC, – So. 3d –, 2016 WL 3745534 (Fla. 3d DCA 2016).

For purposes of temporary injunctions, "preserving the staus quo" means preserving the situation that existed prior to the actions that precipitated the request for injunction.

Wells Fargo Bank, N.A. v. Williamson, – So. 3d –, 2016 WL 3745477 (Fla. 4th DCA 2016).

A borrower who knowingly signs loan documentation that is materially incorrect as to income cannot later claim that the lender conspired or forced the incorrect amounts and thus claim unclean hands on the part of the lender as a defense to enforcement of the loan documents.

Miles v. Parrish, -- So. 3d –, 2016 WL 3745490 (Fla. 4th DCA 2016).

The sixty day non-claim time requirement within which to contest ad valorem assessments does not begin to run until the real property taxes are "certified for collection" under Florida Statute sections 193.122(2) and 194.171(2.

Victory Christian World Ministries, Inc. v. MJP Distribution, LLC, – So. 3d –, 2016 WL 3745482 (Fla. 4th DCA 2016).

The lack of mutuality of obligation on the part of the seller in a contract can be "cured" by the attempts of the seller to perform under the contract.

Cruz v. Citimortgage, – So. 3d –, 2016 WL 3745488 (Fla. 4th DCA 2016).

A party may serve another party with an "insurance summons," i.e., an additional summons when a party is not sure the first summons was effective, in order to ensure that the trial court has acquired jurisdiction over that party.

Dyck-O'Neal, Inc. v. Rojas, – So. 3d –, 2016 WL 3769012 (Fla. 5th DCA 2016).

A plaintiff acquiring long-arm jurisdiction over a defendant to foreclose a mortgage maintains the long-arm jurisdiction over the defendant for deficiency purposes, even if a separate action for deficiency is filed under Florida Statute section 702.06.

Arizona Chemical Co., LLC v. Mohawk Industries, Inc., – So. 3d –, 2016 WL 3879252 (Fla. 1st DCA 2016).

Prejudgment interest is calculated from the date of plaintiff's loss (not the date plaintiff's cause of action accrued), subject only to equitable exceptions "where unique facts and 'considerations of fairness' militate against calculating prejudgment interest from the date of actual loss."

Regents Park Investments, LLC v. Bankers Lending Service, Inc., – So. 3d –, 2016 WL 3911219 (Fla. 3rd DCA 2016).

The proponent of a lis pendens not founded on a duly recorded instrument must only show a "'fair nexus' between the plaintiff's claim and the property subject to a lis pendens," i.e., must show only a "good faith, viable claim," "at least some basis for the underlying claim," and "a good faith basis to allege facts supporting a claim and that the facts alleged would at least state a viable claim."

Diversity Corner

My Diversity Internship Program Experience

by Tim Chalumeau

The Diversity Internship Program was an exciting adventure. Looking to my summer internship experience, I sought a law firm that would provide me with exposure to various areas of law, including bankruptcy, family law, personal injury, and estate planning. McLaughlin and Stern provided me with that opportunity to see different areas of law. Additionally through the firm, I have been able to hone my research and writing skills this summer. The core of my work required me to research various topics from understanding how rental car companies are protected from vicarious liability to drafting a legally sound prenuptial agreement. In addition, I touched on bankruptcy law by researching various asset protection strategies.

One of the things I will value from my internship with McLaughlin and Stern is the attorney interaction. From my experiences with other firms, very few enable you to build professional relationships with the partners and associates. It is intellectually stimulating to speak to the various attorneys about how they approach their practice of law and handle their cases. It is invaluable to hear an attorney tell you about effective strategies of approaching a case and dealing with office issues, such as collecting on fees from a client. Those kinds of nuts and bolts of the practice have been educational but are not often taught in law school.

The structure of McLaughlin and Stern creates an environment that encourages an entrepreneurial mindset. Each of the attorneys at the firm has had extensive experience in their field of law. Although McLaughlin and Stern is a midsize firm with a strong foothold in the state of New York, in the West Palm Beach office the attorneys shoulder the load in driving their business.

In addition, while interning at this firm I have a newfound appreciation for support staff. The paralegals for the different attorneys at the firm are asked to put on many hats. Having the opportunity to observe them perform tasks for their attorneys and, at times, getting engaged in those tasks to be accomplished was beneficial. I saw that paralegals are the life blood of a firm and the oil that keeps the engine running. Through this experience, I have been able to learn about the practical aspects of the law.

Furthermore, the City Place location provided a phenomenal area to be able to practice law. The close proximity to Palm Beach Island, Palm Beach County Courthouse, and social activities made it tempting to find a way to practice law in West Palm Beach. When dealing with the deadlines of drafting motions, preparing demand letters and packages, and researching obscure topics in the law, it is refreshing to be able to appreciate the finer things like one's office view of the downtown area or the beauty of West Palm Beach on your morning stroll into the office.

Finally, the various events provided by the PBCBA's Committee for Diversity and Inclusion have been engaging, interactive, and helpful. I thoroughly enjoyed sitting in on one of the committee meetings for diversity and inclusion and watching the committee plan out the next year of events and incorporating goals it plans to accomplish. Also, I could not speak highly enough of the Young Lawyers Tips and Tools workshop. The workshop helped to provide perspective and understanding on what it takes to succeed in the practice of law, whether one is working in government or for a private law firm. The panelists did a great job in laying out expectations of interns and young attorneys with respect to what they look for in future employees.

The Diversity Internship Program has afforded me a great opportunity to continue to develop professional skills in the legal community and to establish lasting relationships with fellow interns and attorneys.

Tim Chalumeau is a rising third year law student at Florida A&M College of Law in Orlando, FL. He is currently President for the Entertainment, Arts, and Sports Law Society, A Kaplan Representative, volunteers with the Orlando Former Player Chapter of the National Football League Players Association and has previously interned for a reputable personal injury law firm McBride, Scicchitano & Leacox, P.A.

Welcome New Members!

The following represents each new member's name, law school, date of admission to The Florida Bar, and law firm association.

Beth Ann Black: John Marshall, 2015; Partner in Greenberg Traurig, P.A., West Palm Beach.

Jamila Z. Canty: Florida A & M University, 2015; West Palm Beach.

Neil P. Cherubin: University of San Francisco, 2009, Associate in Cohen Norris Wolmer Ray Telpman Cohen, North Palm Beach.

Agnieszka N. Chiapperini: Law Student Membership, West Palm Beach.

Conor J.Doyle: Nova Southeastern University, 2013; Partner in Bottari & Doyle, Delray Beach.

Nalani A. Gordon: Law Student Membership, Riviera Beach.

David Hayden Goudreau: Florida International University, 2012, Office of the Public Defender, West Palm Beach.

Richard B. Lord: University of Florida, 1990; Associate in Upchurch Watson White & Max Mediation Group, Jupiter.

Matthew Margolis: Law Student Membership, Tallahassee.

Memorializing the Mediation Agreement

by Steven A. Mayans

"A verbal contract isn't worth the paper it's written on."

–Samuel Goldwyn

You may have found yourself in this situation. After a long and difficult mediation, the parties have finally reached a resolution. Terrific! But the hour is late; the parties are drained, and the settlement documents will be complicated. Everyone wants to go home. What do you do?

1. Stay Anyway

There are some lawyers who believe that the parties should stay and complete the documents. They worry, not without reason, that one side or the other will reconsider the merits of settling, and the day's achievement could be lost. Rule 10.420(c) of Florida Rules for Certified and Court-Appointed Mediators supports this position: "The mediator shall cause the terms of any agreement reached to be memorialized appropriately..." (emphasis added).

If the agreement is relatively simple (calling for the payment of money, exchange of releases, and dismissal of the action), it makes sense to take the short additional time, and prepare the document. It can be handwritten. If the agreement is lengthy, but still somewhat standardized in the field (e.g., employment cases), a pre-prepared draft agreement, or a form e-mailed to the mediator's office, can expedite preparation.

But what if the documents are too complex? What if the parties insist on adjoining? Can they be compelled to stay against their will? See Rule 10.420(b)(1) of Florida Rules for Certified and Court-Appointed Mediators ("A mediator shall... adjourn the mediation upon agreement of the parties"). In fact, the mediator arguably has the obligation to adjourn if one or more of the parties appears too tired to concentrate. See Rule 10.420(b)(3) of Florida Rules for Certified and Court-Appointed Mediators ("A mediator shall... adjourn or terminate the mediation if the mediator believes... any party is unable or unwilling to participate meaningfully in the process"). The bottom line is that mediation remains at its core a voluntary process, and "a mediator cannot compel parties who have reached an agreement to put such agreement in writing and sign it immediately..." MEAC Advisory Opinion 2003-010.

2. Adjourn After Outlining Agreement

One option is to outline the proposed settlement and set forth the terms that have thus far been accepted. While helpful in summarizing the progress made to date, this document should not be relied upon as a binding contract, especially where essential terms have yet to be negotiated and a future writing is still contemplated. "[A]n 'agreement to agree' is unenforceable as a matter of law." *ABC Liquors, Inc. v. Centimark Corp.*, 967 So. 2d 1053, 1056 (Fla. 5th DCA 2007). As long as a plan is in place for the post-adjournment preparation of the settlement document, however, the memorialization requirement of Rule 10.420(c) will be deemed satisfied. See MEAC Advisory Opinion 2015-005. ("The rule does not require the mediator to write something regarding the terms of the agreement prior to the close of the mediation session if the parties have agreed who will memorialize the agreement and the process for its formalization.")

3. Adjourn and Reconvene

If there is no will to prepare a simple outline, the parties (or, if too acrimonious, then just the attorneys) should at least caucus with the mediator to recite the settlement terms, if for no other reason than to make certain that everyone is leaving with the same understanding. It should be decided who will prepare the first draft; when it will be available for circulation; and on what date the parties will return to mediation if the settlement documents are not timely completed. While reconvening may not be necessary, the experienced practitioner will want to have that commitment in place prior to adjournment. It could well provide the last, best chance to finalize an agreement and conclude the settlement.

Steven A. Mayans, a partner of FitzGerald Mayans & Cook, P.A., is a Florida Supreme Court circuit court and Southern District of Florida certified mediator and a member of the American Arbitration Association's National Roster of Neutrals.

Bellwether Trials and Consolidation, Balancing Fairness and Efficiency

by Joseph A. Osborne

In response to the recent increase in mass tort filings, courts have sought an alternative means of adjudication, the extrapolation of a statistically average representative plaintiff to other plaintiffs.

Filing a mass tort action can threaten to overwhelm a court's ability to provide litigants with their day in court. Multiple mechanisms exist to afford judges wide latitude to efficiently handle many claims at once. Consolidation is an appropriate tool that should be considered in modern-day multidistrict litigation. It has been found that conducting "bellwether trials" is often an effective way to manage multidistrict litigation to a successful conclusion. Bellwethers force litigants to absorb and condense voluminous amounts of information produced during discovery, creating a streamlined trial package that will form the backbone of additional trials if litigation is not resolved through settlement.

Under the "bellwether trial" practice, certain cases within a multidistrict litigation proceeding are selected to proceed to trial, and the bellwether trials are used to assist the parties in evaluating the other cases comprising the multidistrict litigation. The cases for the bellwether trials are selected by the judge after consultation with the parties' attorneys. The Court is restricted, however, to trying only cases over which that Court would have original jurisdiction, unless the parties otherwise consent. *Lexecon Inc. v. Milberg Weiss Bershad Hynes & Lerach*, 523 U.S.26, 34-35 (1998).

Rule 42 of the Federal Rules of Civil Procedure provides in relevant part: "If actions before the court involve a common question of law or fact, the court may... join for... trial any or all matters at issue in the actions[.]" Fed. R. Civ. P. 42(a)(1). "This rule is a codification of a trial court's inherent managerial power to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants." *Hendrix v. Raybestos-Manhattan, Inc.*, 776 F.2d 1492, 1495 (11th Cir. 1985) (internal quotation marks omitted). The appellate courts, specifically including the Eleventh Circuit, have "encouraged trial judges to make good use of Rule 42(a)... in order to expedite the trial and eliminate unnecessary repetition and confusion." *Id*. (alteration in original) (internal quotation marks omitted).

In exercising its discretion under Rule 42(a), the district court must determine:

> "[W]hether the specific risks of prejudice and possible confusion [are] overborne by the risk of inconsistent adjudications of common factual and legal issues, the burden on parties, witnesses and available judicial required to conclude multiple suits as against a single one, and the relative expense to all concerned of the single-trial, multiple-trial alternatives."

Id. at 1495 (alterations in original) (quoting *Arnold v. E. Air Lines, Inc.*, 681 F. 2d 186, 193 (4th Cir. 1982)). The Court should also be cognizant that certain risks of prejudice and confusion may be minimized with cautionary jury instructions and by controlling the manner in which evidence is submitted to the jury. *Id*.

To be an effective gauge for evaluation of other cases, the more bellwether trials conducted, the more reliable the gauge. If more than one injury is alleged, test cases for each type or class of injury may be necessitated. Any bellwether sample should represent the claims and claimants considering the severity of the injuries, the circumstances of exposure to the product or accident, the mechanics of causation, the products and defendants alleged to be responsible, any affirmative defenses and the applicable state law. Due to the limited nature of court time and resources to try large numbers of bellwether trials, the consolidation of multiple cases for trial in the MDL setting provides the parties an opportunity to obtain results for multiple claims without burdening the court or the parties with substantial cost of multiple separate trials. At the core, consolidation must be conducted in a manner that assures all parties a fair trial. If that cannot be accomplished, then the cost of consolidation would outweigh the benefits.

Mr. Osborne practices with the Boca Raton firm of Osborne & Associates in the area of complex civil litigation, including mass torts. He can be reached at JOsborne@oa-lawfirm.com.

SHOULD A **FAMILY DOCTOR** PERFORM **OPEN-HEART SURGERY?**

Then why are you trying to handle a personal injury case?

Personal injury is not "easy money", and insurance companies don't just roll over.

Refer the case to our Personal Injury firm, and earn yourself a 25% referral fee.

It's easy. Simply call our office at 561-697-4440 and, we'll take over from there.

LAW OFFICES OF

CRAIG GOLDENFARB, P.A.

PERSONAL INJURY · WRONGFUL DEATH · NURSING HOME ABUSE

Auto Accidents - Slip and Falls - Heart Attacks in Public Places

1-800-GOLD-LAW · 800GOLDLAW.COM

1800 S Australian Ave, Suite 400, West Palm Beach, FL 33409

*** Ad Rates ***

CLASSIFIED ADVERTISING RATES: TO PLACE AN AD:1) Please email all ads to mjohnson@palmbeachbar.org 2) Upon receipt you will be notified of cost. 3) Send payment by the 25th of the month. 4) Cost: $75 for up to 55 words. 5) Members receive 1 free classified ad per year (excluding professional announcements). Ads will only be re-run by sending an email request to mjohnson@palmbeachbar.org. Website advertising is included in this price. An additional $10 fee to have a bounding box placed around ad. Payment must be received prior to publication and renewable only upon receipt of next payment.

The Palm Beach County Bar Association, its officers, directors, and staff do not endorse any product or service advertised.
The PBCBA is committed to equal employment opportunity and does not accept employment ads which imply a preference based on race, color, sex, religion, national origin, disability, familial status, sexual orientation, age, marital status and gender identity or expression.

PROFESSIONAL ANNOUNCEMENTS:

The following announce their availability for referral, assistance and consultation.

GREGORY TENDRICH, Esq.: "AV Preeminent" rated, FINRA Arbitrator and Mediator, Certified County Court Mediator and former Series 7 licensed VP & Asst. General Counsel to national and regional stock brokerage firms. All securities & investment related matters involving the recovery of losses due to stock broker fraud, misrepresentation, churning and unsuitable recommendations, in addition to representation of advisors in SEC, FINRA, regulatory enforcement, contract and employment matters. (561) 417-8777 or visit www.yourstocklawyer.com

GREY TESH: "Law is not black or white, it's Grey." Passionate, caring, truthful, prepared. Soul (sic) practitioner. Criminal Defense (Board Certified in Criminal Trial) and Personal Injury. Over 100 jury & non-jury trials to verdict. Federal & State | 515 N. Flagler Drive | greytesh.com (561) 686-6886.

MISCELLANEOUS

Daily & Monthly Parking: Courthouse Commons, 444 West Railroad Avenue (directly across the street from Palm Beach County Courthouse and City Hall) has daily parking for as low as $10 and monthly parking for only $70! Parking garage has direct Courthouse access via a covered pedestrian skywalk. To learn more, contact us at (561) 833-7222, or sign up for monthly parking at www.oneparking.com/property/courthouse-commons.

OFFICE SPACE

West Palm Beach Office Space for Rent: a few blocks north of courthouse, includes: 3 Meeting Rooms, Scanner/Printer/Copier, Kitchen and Storage. High Speed Internet, Room for Expansion and Friendly Environment with Long Term Tenants. Available immediately. Contact Jim at 561-838-9595.

Office Sublease from law firm in well-appointed 11th Floor Suite of Centurion Tower at 1601 Forum Place, West Palm Beach. One or two furnished attorney's offices with legal assistant work stations, use of conference rooms, filing cabinet space, receptionist service, copy/print center, telephones, internet and kitchen. Close to Courthouse and I-95. Building has parking garage and 24/7 security. Reasonable rent. Contact Gary Glickman at 561-478-1111

Instagram
www.instagram.com/pbcba

facebook
www.facebook.com/pages/Palm-Beach-County-Bar-Association

twitter
www.twitter.com/PBCBarPrez

LinkedIn
www.linkedin.com/company/palm-beach-county-bar-association

HEARSAY

Jones, Foster, Johnston & Stubbs, P.A. announces that **David E. Bowers** has been selected as the recipient of the 2016-2017 Gerald T. Hart Outstanding Tax Attorney of the Year

Jones, Foster, Johnston & Stubbs, P.A. announces that attorney **Thomas J. Baird** has been appointed to State Attorney David Aronberg's Recovery Residences Task Force.

Adam Rabin was selected in Top 100 Lawyers in Miami/South Florida by Florida Super Lawyers. Adam is board certified in business litigation and concentrates in business, securities and whistleblower litigation.

James G. Graver has joined the Law Offices of Craig Goldenfarb, P.A. as a Personal Injury Trial Lawyer in their West Palm Beach offices. Mr. Graver joins the plaintiff personal injury law firm after more than decade in insurance defense litigation.

The Law Firm of Elisha D. Roy, P.A. is pleased to announce that **Elisha D. Roy** has been appointed to the Board of Managers for the American Academy of Matrimonial Lawyers, Florida Chapter.

Jones, Foster, Johnston & Stubbs, P.A. announces that firm attorney, **William G. Smith**, graduated from the 2016 Class of Leadership West Palm Beach.

During the Florida Court Clerks & Comptrollers (FCCC) 2016 Summer Conference, **Sharon R. Bock, Esq.**, Clerk & Comptroller, Palm Beach County, was elected second vice president and will serve a one-year term on the executive committee.

PALM BEACH COUNTY BAR ASSOCIATION
BULLETIN
1507 Belvedere Road, West Palm Beach, FL 33406

PRESORT STD
US POSTAGE
P A I D
WEST PALM BCH FL
PERMIT NO. 66

PAST PRESIDENTS...

M.D. CARMICHAEL*
RICHARD P. ROBBINS*
L.R. BAKER*
HARRY A. JOHNSTON*
GEORGE W. COLEMAN*
H.C. FISHER****
MARSHALL B. WOOD*
E. HARRIS DREW***
B.F. PATY*
JOSEPH S. WHITE*
HENRY P. LILIENTHAL*
MANLEY P. CALDWELL*
WILBUR E. COOK*
W. MURRAY HAMNER*
RICHARD PRESCOTT*
RUSSELL MORROW*
CULVER SMITH*
RAYMOND ALLEY*
C.Y. BYRD*
WILLARD UTLEY*
C.H. ERNEST*
PAUL W. POTTER*

WAREING T. MILLER*
CHARLES B. FULTON*****
J. LEO CHAPMAN*
ELWYN L. MIDDLETON*
H. ELMO ROBINSON*
J. STOCKTON BRYAN, JR.
HAROLD G. MAASS*
ROBERT F. CROMWELL*
CHARLES H. WARWICK III*
PHILLIP D. ANDERSON*
FREDERICK C. PRIOR
JAMES C. DOWNEY*
WILLIAM A. FOSTER
ALAN F. BRACKETT*
ROBERT D. TYLANDER*
ROBERT McK FOSTER*
JOHN M. FARRELL*
H. LAURENCE COOPER, JR.*
JOHN R. DAY*
JOHN L. BURNS*
HARRY JOHNSTON II
GAVIN LETTS*
JAMES S. ROBINSON*

CHARLES H. DAMSEL, JR.
EDWARD LEWIS*
RAYMOND ROYCE
PETER VAN ANDEL
LARRY KLEIN
THEODORE BABBITT
JOHN FLANIGAN
SIDNEY A STUBBS, JR.
JOSEPH J. REITER**
JOHN B. McCRACKEN*
DAVID L. ROTH
D. CULVER SMITH III
TIMOTHY W. GASKILL
ARTHUR G. WROBLE
GUY C. HILL
PATRICK J. CASEY
JAMES G. PRESSLY, JR.
PATRICK C. MASSA
STEVEN A. STINSON
CARL M. MATHISON, JR.*
ROBERT V. ROMANI*
MICHAEL P. WALSH
JULIEANN RICO

MICHAEL A. VISCOMI
CAROL McLEAN BREWER
JERALD S. BEER
JOHN G. WHITE III**
MICHAEL T. KRANZ
EDWARD DOWNEY
SCOTT G. HAWKINS**
AMY L. SMITH
GREGORY W. COLEMAN**
LISA S. SMALL
STANLEY D. KLETT, JR.
THEODORE J. LEOPOLD
MANUEL FARACH
MEENU T. SASSER
RICHARD D. SCHULER
MICHELLE SUSKAUER
MICHAEL J. NAPOLEONE
JOHN M. HOWE
ADAM T. RABIN
JILL G. WEISS
THEODORE S. KYPREOS
J. GRIER PRESSLY III

* DECEASED
** FLORIDA BAR PRESIDENT
*** DECEASED, FLORIDA BAR PRESIDENT, SUPREME COURT JUSTICE
**** DECEASED, FLORIDA BAR PRESIDENT
***** DECEASED, FLORIDA BAR PRESIDENT, FEDERAL COURT JUDGE

CALENDAR
September 2016

Monday, September 5
Labor Day
Bar Office Closed

Thursday, September 8
5:30pm – 7:00pm
YLS Happy Hour
Jardin, Downtown West Palm Beach

Tuesday, September 13
12:00pm – 1:00pm
YLS Board Meeting
Bar Association Office

Tuesday, September 13
6:30pm – 8:00pm
Small Claims Court Clinic
Greenacres Library

Tuesday, September 20
12:00pm – 1:00pm
CDI Meeting
Bar Association Office

Tuesday, September 20
12:00pm – 1:00pm
NCS Board Meeting
Duffy's NPB

Wednesday, September 21
5:00pm – 6:30pm
Board Meeting
Bar Association Office

Thursday, September 22
12:00pm – 1:30pm
Unified Family Practice Committee Meeting
Judicial Conference Room, PBC Courthouse

Thursday, September 22
5:30pm – 7:00pm
NCS Membership Appreciation Happy Hour
III Forks, Palm Beach Gardens

Tuesday, September 27
5:30pm – 7:00pm
Legal Aid Society Board of Directors Meeting
Bar Association Office

Thursday, September 29
11:30am – 1:00pm
Solo and Small Firm Luncheon
Bar Association Office

Wednesday – Saturday
September 28 – October 1
Board of Governors Out of State Meeting
The Hermitage Hotel, Nashville, TN