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# FOCUS



## President's Message

**Steven Lockhart**

As we all adjust to the “new normal,” whether that be working fully remotely, back to the office as usual

or some hybrid mix of the two, it's safe to say that the world is certainly sideways! Makes one wonder if Atlas is also working remotely these days...

Even for those of us working outside the house in essential businesses (a new term for some of us, and a point of distinction/disdain for others!), adjusting to this “new normal” requires a constant balance of nimble movements and compromises.

During these challenging – and frankly, weird – times, your Central Florida Chapter of ACC is working hard to ensure that you remain connected and involved with each other and our Chapter sponsors. As many of you know, we have established a CLE webinar series with our sponsors, and have received great feedback from y'all on these topics. We've hosted trivia, games and happy hours – all from the comfort of your laptop!

We are, of course, nothing without our members and sponsors. Truly, and from the bottom of our collective hearts – thank you. We appreciate your patience as we learn new technologies, your insight

in these new ventures and your creativity in planning suggestions. We couldn't do it without you!

As always (even moreso now), we are looking to grow and are never afraid to try new things. If you have any ideas for CLE topics, virtual events or socially-distanced gatherings, we're always eager to hear them.

We look forward to continuing to serve you in this ever-pivoting world! Stay safe, stay sane and stay in touch!

Steven Lockhart  
ACC Central Florida Chapter President

## 2020 UPCOMING EVENTS

With the ongoing concerns of the COVID-19 virus the Central Florida Chapter will continue to offer our membership educational programs and networking opportunities from a virtual platform until further notice. Please direct questions to [acc-cfl@accglobal.com](mailto:acc-cfl@accglobal.com).

**Tuesday, October 6, 2020**

**Webinar Sponsored by Foley & Lardner LLP**  
***Don't Let This Crisis Go to Waste – Key Actions to Prepare for What's to Come***  
Zoom Webinar: 1:00 – 2:00pm

**Thursday, October 15, 2020**

**Webinar Sponsored by GrayRobinson**  
Lawyers Discussing Deals and Disputes: Revive, Redo, Restructure, or Rend Apart  
complimentary UberEATS virtual lunch included  
12:00 – 1:00pm

**Thursday, October 29, 2020**

**Webinar Sponsored by GrayRobinson**  
It's an Election Year! (In Case You Hadn't Noticed...)  
4:00 – 5:00pm with a Virtual Happy Hour to follow

**Thursday, November 12, 2020**

**Webinar Sponsored by Littler Mendelson P.C.**  
Time and topic TBD

**Thursday, November 19, 2020**

**Webinar Sponsored by Littler Mendelson P.C.**  
Time and topic TBD

2020 Program information is also posted on the [ACC Central Florida website](https://www.accglobal.com/central-florida)

Be on the lookout for calendar updates on our website!

# Choosing the Right Battlefield in Uncertain Times – Arbitration v. Litigation

By David B. Weinstein, Christopher Torres, Joseph H. Picone, and Kayli D. Smendec, Greenberg Traurig, PA

Battlefield selection is a key factor in any dispute resolution. Selecting that battlefield can be complex and multifaceted as the choice will influence any adjudication and may have long-lasting or even permanent consequences for your client. This decision has become more challenging with all the uncertainties and challenges presented by COVID-19.

This article briefly addresses battlefield selection in uncertain times by discussing advantages and disadvantages of arbitration versus litigation. It also provides certain arbitration- and litigation-specific drafting considerations that may better protect your client's interests before a conflict even arises and place your client on the most favorable battlefield in the event a conflict arises.

## Understand Your Client's Goals and Potential Areas of Risk

To determine whether arbitration can offer an advantageous battlefield, you must understand your client's goals. Speaking with and listening to a client's business or technical specialists will help you appreciate the most important issues and potential areas of risk in the event a battle needs to be waged. Understanding your client's goals will help you identify the most favorable battlefield in advance of a conflict.

## Arbitration Advantages to Consider

Depending on your client's goals and potential risks in any arrangement you may consider the following potential advantages that arbitration may provide.

**No jury trial:** Arbitration allows for control over factfinder selection. Parties may select specific individuals who will preside over the conflict and have the opportunity to select arbitrators with specialized expertise, where they have drafted arbitration clauses that pay attention to such details. Arbitration also avoids exposure to "runaway juries" or outlier awards.

**Confidentiality:** The confidential nature of arbitration can protect trade secrets, avoid disclosures of internal policies, product imperfections, and unflattering publicity. Confidentiality, however, is not automatic as institutional arbitration rules may not address confidentiality and attorneys or clients may discuss their cases in the press. Consequently, you may want to consider including an express confidentiality clause in your arbitration agreement.

**Flexibility:** The ability to choose the forum, governing law, scope of discovery, recoverable damages, and rules of evidence allows predictability and control over the proceedings. Obviously, decisions concerning these issues should be considered early—ideally while drafting the arbitration agreement.

**Efficiency:** Arbitration can be speedier, but many things can cause delays, such as opting for court-like discovery, or selecting busy arbitrators or remote venues. Arbitration can also be less expensive, but many things can increase expense, including arbitrator and forum fees.

**Enforceability:** Arbitral awards are routinely enforced, which is particularly important in cross-border disputes. Enforcement against parties other than contractual counterparties to the arbitration, however, can be difficult.

## Arbitration Disadvantages to Consider

Arbitration, however, is not always the most favorable battlefield. It has certain disadvantages that you will also want to consider.

**No jury trial:** Sometimes you want the option or prospect of a jury trial for settlement leverage or if you have a particularly good "story." A jury's tendency to award outlier verdicts with higher damages may also be advantageous if your client is the plaintiff.

**Less robust interim relief:** It is difficult to obtain and enforce interim relief such as injunctions against non-parties in

arbitration. Judicial compulsion may also be necessary to ensure that a party will comply with any interim relief.

**Less robust discovery:** Typically, arbitration affords far less discovery, and third-party discovery is challenging without subpoenas. Discovery may be limited or discretionary depending on the arbitral tribunal's default rules.

**More challenging venue for dispositive motions:** While some arbitrators are willing to entertain and grant summary judgment motions, many prefer a full-merits hearing to avoid one of the few potential grounds for review. Also, pleadings motions are generally unavailable in arbitrations given the minimal burden to initiate a claim.

**Limited appellate review:** In the absence of an arbitral appellate panel, few options exist for appeal of arbitral decisions. Statutory grounds for vacatur focus on defects that taint the arbitration process (i.e., fraud, corruption, impartiality of the arbitrator, refusal to consider relevant evidence), not errors in the application or interpretation of relevant law.

## Arbitration-specific Drafting Considerations

While not a complete list, there are certain features particular to arbitration you may want to consider when drafting an arbitration agreement or provision.

**Arbitral tribunal:** Arbitral tribunals, such as AAA and JAMS, have different default rules and procedures that apply when an arbitration agreement is silent. The parties' expressed will controls over the tribunal's default rules. Consider the rules you believe may be desirable to your client.

**Identity/qualification of Arbitrators:** Parties may name a specific arbitrator in the agreement or include provisions describing the method of selecting an arbitrator. Consider identifying an arbitrator with relevant qualifications and experience. If the agreement is silent, the institution's rules will decide the arbitrators.

*continued on page 3*

continued from page 2

**Location:** Location can greatly influence the proceeding by affecting questions of law and the availability of judicial intervention or enforcement of awards. Consider the location of witnesses and documents, the geographic pool of qualified arbitrators, and applicable procedural and substantive law. The arbitral institution will choose the locale if it is unspecified.

**Procedures and remedies:** An arbitration agreement may limit the availability of interim relief and scope of discovery. Institutional rules will control these issues if the agreement is silent. Careful drafting can decrease cost and uncertainty concerning the scope of discovery. Arbitration provisions should also address limitations on remedies, such as the availability of class arbitration and monetary or non-monetary relief. Class arbitration is not available when the agreement is silent or ambiguous.

**Confidentiality:** Do not assume that arbitration will be confidential. Many institutional rules offer procedures for confidentiality but do not mandate it. Consider including a specific confidentiality provision governing any sensitive issues.

### Other Dispute Resolution Drafting Considerations

Also, while not a complete list, there are other dispute resolution provisions that you may want to consider when drafting.

**Venue and forum selection:** Venue and forum selection provisions address where disputes will be resolved. This requires an early assessment of the courts, legal issues, expenses, witnesses and evidence, and other important adjudication issues. Venue and forum selection provisions are generally enforceable, and apply unless

unfair or unreasonable. Consider whether your preferred venue and forum will be exclusive and mandatory or nonexclusive and permissive.

**Choice of law:** Choice of law provisions govern the substantive issues relating to the contract and contract claims. The forum state governs procedural issues. It is important to decide early on what choice of law you want as different jurisdictions can differ on substantive legal issues. It is also important to avoid competing common law determinations regarding your preferred choice of law. Consequently, consider choice of law language that includes, “without regard to conflict of law principles” to help avoid such a dilemma.

**Waiver of jury trial:** A jury trial waiver is generally enforced if executed in a voluntary, knowing, and intelligent manner. The jury waiver provision should be express, unequivocal, prominent, and bilateral. Consider the complexity of the case, venue and forum of the litigation, and the time and expense of a jury trial.

**Indemnification:** Indemnification involves compensating a party for loss or damages. The duty to defend is not always incorporated into the duty to indemnify. Consequently, it should also be addressed. And while the concept of hold harmless language may be synonymous with the duty to indemnify, it may not cover third-party claims.

**Attorneys’ fees and costs:** Attorneys’ fees and cost provisions are generally enforceable. One should consider the true value of any such provision in the relationship between the parties as attorneys’ fees and cost provisions can incentivize litigation, instead of deterring it.

### COVID-19 Considerations

Unimagined just months ago, any battlefield selection decision must now take into account the limitations presented by social distancing, the availability of the courts, and the willingness of people to personally interact. Factors to consider in the battlefield decision must now include the availability of live witnesses or juries, the emphasis on videoconferencing for depositions and hearings, the availability of space in courtrooms and conference

rooms, limitations on travel, restrictions on spending, and the sudden unpredictability of life generally presented by COVID-19. These new realities and logistical considerations add an extra layer of factors to evaluate in the battlefield decision-making process.

This article is a limited and brief sampling of battlefield selection issues. A lawyer who understands his or her client’s goals and the evolving landscape can help counsel a client through the battlefield selection process and help that client select the most favorable battlefield in which to resolve a potential dispute.



David B. Weinstein



Christopher Torres



Joseph H. Picone



Kayli D. Smendec

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# SBA Releases PPP Loan Forgiveness FAQs

By Jennifer Leaphart, Burr & Forman LLP

On August 4, the Small Business Administration (“SBA”) released an initial set of [frequently asked questions](#) regarding the forgiveness of paycheck protection program (“PPP”) loans (the questions, the “Forgiveness FAQs”). The SBA explicitly provides that both borrowers and lenders may rely on the guidance in the Forgiveness FAQs, in consultation with the applicable law and related regulations. This resource will likely be a valuable tool to borrowers looking to understand exactly how much of their PPP loans may be forgiven. As with the general PPP frequently asked questions, the SBA may periodically update the Forgiveness FAQs as questions arise in the forgiveness process. As of August 7, the Forgiveness FAQs provide helpful guidance on the following matters.

## 1) Costs paid or incurred during a covered period can be forgivable:

The SBA continues to emphasize that payroll costs eligible for forgiveness include amounts that are paid or incurred during the covered period. There had been substantial uncertainty as to whether payroll costs must be paid and incurred during the covered period to be eligible for forgiveness. However, note that the Forgiveness FAQs are clear that employer contributions to employee retirement benefits, which are eligible payroll costs, **cannot** be accelerated to fit into the employer-borrower’s covered period. Generally, though, it seems that the current SBA disposition is to strive to give borrowers the flexibility to maximize forgiveness for eligible payroll costs. For example, the Forgiveness FAQs clarify that payroll costs paid during a covered period, although incurred before that period, are eligible for forgiveness:

- **Example:** A borrower received its loan before June 5, 2020 and elects to use a 24-week Covered Period. The borrower’s Covered Period runs from Monday, April 20 through Sunday, October 4. The borrower has a biweekly payroll cycle, with a payroll cycle ending on Saturday, April 18. The borrower will

not make the corresponding payroll payment until Friday, April 24. While these payroll costs were not incurred during the Covered Period, they were paid during the Covered Period and are therefore eligible for loan forgiveness.<sup>1</sup>

Likewise, eligible nonpayroll costs may be forgiven so long as either paid **or** incurred during the borrower’s covered period.

- **Example:** A borrower’s 24-week Covered Period runs from April 20 through October 4. On October 6, the borrower receives its electricity bill for September. The borrower pays its September electricity bill on October 16. These electricity costs are eligible for loan forgiveness because they were incurred during the Covered Period and paid on or before the next regular billing date (November 6).<sup>2</sup>

## 2) Bonuses and similar compensation are eligible payroll costs:

In addition to salaries and wages, eligible payroll costs include all types of compensation, inclusive of tips, bonuses, commissions, and hazard pay. This is subject, though, to an employee receiving total compensation not in excess of \$100,000 on an annualized basis.

## 3) Explicit guidance is provided for various owner-employees:

Question 8 on payroll costs provides useful instructions for owner-employees and self-employed individuals. Per earlier guidance, the amount of owner payroll compensation eligible for forgiveness is capped at \$20,833 for those borrowers using 24-week covered periods.<sup>3</sup> Helpfully, the Forgiveness FAQs break down the application of the cap by entity. For example, a C corporation owner-employee is eligible for forgiveness for cash compensation up to an amount equal to 2.5/12 of his or her 2019 cash compensation. This owner-employee is, in addition, eligible for forgiveness on employer-paid state and local taxes on that compensation, employer contributions to health insurance and up to 2.5/12 of the employer’s 2019 retirement contributions.

This clarifies earlier guidance where it was unclear as to whether such contributions may be subject to the 2.5/12 2019 cash compensation limit for such owner-employee, rather than being subject to some additional limit. The Forgiveness FAQs also cover S corporations, self-employed individuals, general partners, as well as LLC owners. If you are an owner-employee, you should consult Question 8 prior to completing your PPP loan forgiveness application.

## 4) Instructions to Worksheet A (Forgiveness Reduction) are clarified:

In general, PPP loan forgiveness is subject to reduction if the borrower reduced its workforce or employee salaries and wages during its covered period. PPP rules and the corresponding forgiveness applications provide for certain safe harbors to eliminate such reductions. Reductions on account of cuts to a borrower’s workforce are calculated using reductions in “full-time equivalent employees” (“FTEs”). While Table 1 in Worksheet A of the PPP loan forgiveness application provides that a borrower should only include those employees who received (on an annualized basis) \$100,000 or less in compensation in 2019, the Forgiveness FAQs clarify that a borrower should include all employees, regardless of compensation, (a) whom the borrower either attempted to rehire or replace and could not find a suitable candidate by 2020 year-end, (b) who refused an offer from the borrower to restore any reduction in salary/wages or hours, and (c) who were fired for cause or voluntarily resigned or requested reduced hours. Any of the foregoing employee positions will not count against the borrower in determining whether its forgiveness amount must be reduced. By clarifying that all employees, regardless of compensation, should be included in this line item (despite the application’s instructions otherwise), the borrower will boost its FTE number and potentially avoid unnecessary PPP loan forgiveness reduction.

*continued on page 6*

<sup>1</sup> Forgiveness FAQs, Loan Forgiveness Payroll Costs FAQs, Question 2.

<sup>2</sup> Forgiveness FAQs, Loan Forgiveness Nonpayroll Costs FAQs, Question 2.

<sup>3</sup> The cap applies across all entities in which that owner holds a stake. The cap is \$15,385 for those using 8-week covered periods.

continued from page 5

## 5) Various helpful examples are given to illustrate reduction in PPP loan forgiveness on account of salary and wage cuts:

If the salary or wages of an employee paid less than \$100,000 (on annualized basis) in 2019 were reduced by more than 25% in the borrower's covered period, then the portion in excess of the 25% reduces the borrower's PPP forgiveness amount (unless the borrower restores the wages and salary by 2020 year-end). The Forgiveness FAQs provide examples<sup>4</sup> on precisely how this reduction would work for both

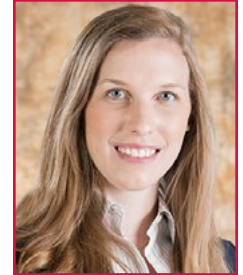
wage and salaried employees. A borrower who has reduced employee pay by more than 25% during its covered period and does not anticipate being able to restore employee wages and salaries should review the Forgiveness FAQs examples on this point and consider its potential PPP loan forgiveness reduction amount.

While they must be reviewed in conjunction with the applicable law and regulations, these Forgiveness FAQs are a useful tool to borrowers and their advisors. Borrowers should be sure to consult these Forgiveness FAQs as they complete their

applications for forgiveness, particularly if the SBA continues to update the document as more and more borrowers seek to submit PPP loan forgiveness applications.

### To discuss this further, please contact:

[Jennifer Leaphart](#) at (803) 753-3252 or [jleaphart@burr.com](mailto:jleaphart@burr.com) or the Burr & Forman attorney with whom you normally consult.



<sup>4</sup> Forgiveness FAQs, Loan Forgiveness Reductions FAQs, Question 4.

# White House Takes Executive Action on Unemployment Insurance, Payroll Taxes

By Jim Paretti and Michael J. Lotito, Littler Mendelson P.C.

On August 8, 2020, the president signed several executive memoranda and an order addressing the continued economic havoc of the COVID-19 pandemic, two of which are of direct interest to employers.

## Payroll Tax Deferral

The first [memorandum](#) defers the due date for the employee portion of federal payroll taxes (6.2% for Social Security) due beginning on September 1, 2020 until December 31, 2020. The memorandum allows employers to defer payment of the employee portion of these payroll taxes for workers earning less than \$4,000 on a biweekly basis (roughly \$104,000 annually). It has been reported that the deferral may be retroactive to taxes due on August 1, 2020, but that has not yet been made clear. The secretary of the U.S. Department of the Treasury is directed to issue guidance implementing these provisions. Note that an employer is not required to delay the payment of these taxes, but is allowed to do so if it so chooses, and the Treasury Department is directed to explore avenues, including legislative solutions, to forgive rather than defer the payment of these taxes (which would require congressional approval).

The memorandum raises numerous questions as to employer implementation

answers, and employers are advised to monitor developments closely. Littler expects additional guidance will be forthcoming, and will provide additional information as it becomes available.

## Unemployment Insurance

A second [memorandum](#) allows states to extend enhanced unemployment insurance (UI) benefits through the end of the year, although at a lower rate than had previously been authorized. Expanded UI benefits of up to \$600 per week, authorized by the CARES Act, expired on July 31, 2020. Under the executive memorandum, the Federal Emergency Management Agency (FEMA) is directed to provide up to \$44 billion in previously approved disaster aid for states to make available for lost wages. States are allowed to determine the level of benefit increase (up to \$400/week), and are required to fund 25% of the increase (although some administration officials have indicated that states may be allowed to seek a waiver for their portion of funding). It is unclear whether the re-programming of this FEMA disaster aid is within the president's executive power, and it is possible that it may face judicial challenge.

## Other Actions

The president signed two additional items. One [order](#) directs the secretary of the Department of Health and Human Services and the director of the Centers for Disease Control to "consider whether any measures temporarily halting residential evictions" are necessary to prevent the spread of COVID-19, and directs the secretaries of the Treasury and Housing and Urban Development to identify federal funds to provide assistance to renters and homeowners. The final [memorandum](#) extends through the end of the year the current suspension of student loan payments and interest rate reductions.

These actions come at a time when Congress remains at a stalemate over whether to provide additional legislative relief. Given the rapidly changing landscape of regulatory and legislative action, Littler's WPI will provide details on these orders as more become available.



James A. Paretti, Jr.



Michael J. Lotito



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## Jim Savina

EVP, General Counsel, and Corporate Secretary at Wyndham Destinations

### 1) What do you feel is the greatest misconception about in-house counsel?

*That it is easier/less stressful than outside counsel. While I acknowledge that a lot of it has been due to the roles/companies I've worked for and how I've chosen to practice, my in-house career has been much more stressful—and required more hours—than my days at a large law firm (which was not exactly undemanding....).*

### 2) Before you worked in-house what is the most unusual or interesting job you have held?

*Stable boy (you can make a lot of good lawyer jokes out of the fact that I was paid to shovel manure for hours a day).*

### 3) What do you consider your most important achievement as in-house counsel?

*The Kraft Heinz integration. Specifically, increasing service levels and reducing claim volume while integrating the Kraft and Heinz legal teams despite a 40% reduction in inside and outside spend (off an already low base). The amount of time, energy, process, discipline, and intestinal fortitude needed to make that happen was indescribable, and I'm extremely proud we were able to accomplish it (even if I did age a decade that year....).*

## Member Spotlight

### ACC-Central Florida 2020 Q3 Newsletter Member Spotlight Q&A

### 4) Work and home life. How do you get it all done?

*Prioritize, then execute with discipline. You must accept that you can't be perfect in all aspects of your life all the time. But if you're thoughtful about the most important things in each area and focus on those, you can get it done. Getting up at 4am helps too....*

### 5) What is something interesting about yourself that people may not know?

*In a five-year span, I had: six homes in four states; three kids under two years old; and three jobs with three different companies. Some people may be interested to know that, before those five years, I was actually somewhat pleasant to be around (I can hear the collective "yeah, right!" as folks who know me now are reading this).*

### 6) What is the best advice you ever received?

*Be right 80% of the time. Lawyers can be risk averse, which can include being so afraid of being wrong that we can over-research and overthink. That can lead to unnecessary delays or worse. There are particularly sensitive or "bet the company" issues that you need to be sure on. But for most day-to-day issues, the client just needs an answer. Having the confidence to give a timely, decisive, and actionable answer is valuable, even if you aren't 100% right 100% of the time. Just be right at least 80% of the time.*

### 7) What was your first job?

*My first job ever was doing odd jobs around my neighborhood for \$1.50/hour, which ended up being digging ditches, picking rocks out of a yard, washing windows, etc. My first W2 job was McDonald's, where I admittedly lasted only 10 days before moving on to telemarketing.*

### 8) What advice do you have for new in-house counsel?

*Learn your business—how it does what it does, how it makes money, how it's governed, how decisions are made, etc. One of the best things about in-house practice is that you're actually a part of your client, positioned to make a tremendous impact through textured and nuanced advice that can only come from a lawyer who is embedded in the business day in, day out. I think lawyers who consider themselves separate from "the business" are missing a massive opportunity to both add value and increase their job satisfaction.*

### 9) Tell us about your current role.

*I get to work for a boss whom I like and respect immensely, with a remarkable team of talented lawyers who make me look better than I am, and for a company that puts people on vacation—it's a dream job.*

### 10) What do you believe is the most important skill an in-house lawyer needs?

*Practical judgment. In-house lawyers deal with myriad issues every day that don't have clear black-and-white answers. That requires them to not only spot the issues, but gauge the risks and propose a workable solution. A lot of brilliant lawyers flame out in an in-house setting because they can't get beyond the legal analysis to pragmatic problem solving.*



# Florida's New Mandatory E-Verify Law

By Joanne Braddock Lambert, Sean G. Hanagan and Madonna M. Snowden, Jackson Lewis P.C.

Florida has enacted a [new law](#) that makes the use of E-Verify mandatory for all government employers and certain private employers. This will require changes in employers' hiring to some extent beginning January 1, 2021.

While E-Verify is a voluntary program to many, for more and more employers, it is becoming the not-so-voluntary system of choice.

On June 30, 2020, Florida joined the growing number of states to pass a version of a mandatory E-Verify statute. Governor Ron DeSantis signed legislation that will require all public employers, including local school districts, public universities, and colleges, and state and local agencies, as well as their private contractors, to use E-Verify, a federal electronic database intended to aid employers in confirming against federal databases that the documentation provided by new hires to establish lawful employment eligibility are in fact valid.

## Campaign Promise; COVID-19

As a candidate in 2018, [Governor DeSantis promised](#) to mandate the use of E-Verify. This was controversial and opposed not only by some immigrant advocacy groups, but also by business groups — especially those in agriculture, construction, and hospitality.

A spokesperson for the Governor [explained](#), "Given the high unemployment rate due to COVID-19, it is more important than ever to ensure that the state's legal residents benefit from jobs that become available ...."

## Key Provisions

Beginning January 1, 2021, every public employer, contractor, and subcontractor in Florida must enroll in and use the E-Verify system to confirm the eligibility of all new employees.

Additionally, no public contract can be entered into without an E-Verify certificate. Any subcontractor working on a public contract must provide the contractor with an affidavit (which must be retained by the contractor during the duration of the contract) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. Contractors will need to go through this process for all public projects.

Private employers are not required to use the E-Verify system unless they have a contract with a public employer, or they apply for taxpayer-funded incentives through the state Department of Economic Opportunity.

All employers must still complete and maintain "I-9 Employment Eligibility Verification" forms for the duration of employment, and for at least one year from the date the employee is terminated or three years from hire, whichever is later under the federal Immigration Reform and Control Act of 1986.

In addition, under the new Florida law, any private employer who does not use E-Verify must also maintain copies of the documents used to complete the Form I-9 for three years (which is optional under federal law).

## Next Steps for Employers

Florida public employers and those who bid on public contracts should be ready to comply with the new law by updating their onboarding and new hire practices.

Private employers who choose not to use E-Verify should continue to complete and maintain I-9 verification records, including copies of the documents that were reviewed. The [enforcement procedures](#) under the new E-Verify mandate are significant, and failure to comply with the

law could result in suspension or termination of business licenses.

Moreover, additional government scrutiny at both state and federal levels of employment verification records is possible when the COVID-19 pandemic subsides. Employers should be prepared by periodically auditing their employment verification records to ensure they have been completed fully and properly. Jackson Lewis attorneys are available to answer your questions about state E-Verify requirements and to assist employers in setting up employment verification policies and conducting internal compliance audits.



Joanne Braddock Lambert



Sean G. Hanagan



Madonna M. Snowden

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acc-cfl@accglobal.com

## CONGRATULATIONS WEBINAR SURVEY WINNERS!

Mid-March 2020 certainly changed how we conducted business in Central Florida. In response to the COVID-19 pandemic, the Central Florida Chapter rallied quickly transitioning from live CLE events to webinars in an effort to keep our members engaged and informed. We had never hosted a webinar – much less used the Zoom platform. Questions that arose: What time of day? What topics? How many per month? Our Program Committee created a survey to try and zero in on what would work best for our membership and sponsors under these new conditions, and the results gave us exactly what we needed. Many thanks to all of you who participated! And now I would like to announce our five Amazon Gift Card Winners:

**Ajda Nguyen**  
with Wyndham Destinations

**Michael McManus**  
with Wyndham Destinations

**Michael O'Neill**  
with Mainstream Engineering Corporation

**Sam Miorelli**  
with Siemens Energy

**Rebecca Bess**  
with Southeastern Surveying and Mapping Corporation

## DID YOU KNOW...

Your ACC Central Florida Chapter offers monthly CLE and social networking events at no additional cost to you! Invitations for these events are often created in Constant Contact. If you have “unsubscribed” to Constant Contact you will not receive the invitations in your in-box therefore missing out on FREE CLE and networking opportunities. If you are not receiving monthly invitations to these events please reach out to the Chapter Executive Director, Marshall Schirtzer at [acc-cfl@accglobal.com](mailto:acc-cfl@accglobal.com).

## Call for Articles

Do you have an interesting story to share? A challenging court case? Do you know an in-house lawyer who has made a difference in their community or in someone's life? Please share your stories by sending them to [acc-cfl@accglobal.com](mailto:acc-cfl@accglobal.com)

## Call for Involvement in Chapter

Participation on one of our many Chapter Committees offers the opportunity to give back to your In-House Legal Community and build a stronger network. For more information on how you can get involved please contact Marshall Schirtzer at [acc-cfl@accglobal.com](mailto:acc-cfl@accglobal.com).