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FOCUS

President's Message

Jae Im, Senior Counsel, Wyndham Worldwide

It has been an honor and privilege to serve as your president. What an amazing year! Together, we were able to: **grow** our membership; **engage** our members by focusing on topics of interest for CLE Third Thursday programs which increased attendance at events; and **connect** with one another by way of ACC-CFL E-Talk, our very own eGroup.

To my fellow board members and Chapter Administrator Marshall Schirtzer, thank you for your commitment and dedication to our chapter. Our spirit of collaboration has inspired me and taught me how a volunteer team with limited time can accomplish so much. To our sponsors, thank you for supporting our chapter and consistently delivering exceptional CLE programs. To our members, your respective family members and friends, thank you for your participation in our events and making a difference in our community. Your service on National Community Service Day at S.A.S.H.A. (Safe and Sober Housing Alternatives) House did not go unnoticed. By screening in the back porch of the home and doing minor landscaping and gardening, you blessed courageous women who are recovering from alcoholism, abuse and addiction by making their beautiful home even more beautiful. In turn, we were immeasurably blessed by serving and hearing stories of restored families and transformed lives. A special thanks to Kelly Lodde, Dawn Rodda and Marshall for ensuring that the event was a huge success despite damp, rainy weather!

In late October, I had the pleasure of attending the ACC Annual Meeting in Denver. It is the largest gathering of in-house counsel from around the world, offering a year's worth of CLE credit and a vast array of topics, over 30 hours of time to network with in-house counsel from all industries and practice areas, and an exhibit hall of more than 100 law firms and legal service providers. If you have never attended an ACC Annual Meeting before, we will be hosting the next one right here in Orlando from Sept. 30 to Oct. 3, 2012, so mark your calendars now. You do not want to miss out on it!

Recently, several of our members and Holland & Knight volunteers teamed up with Olympia High School and Dr. Phillips to participate in the Street Law Program which encourages students to consider careers in the legal profession. The legal volunteers engaged the students through hands-on lessons in their classroom to prepare them for a workshop. At the workshop, the students applied their classroom learning to interactive hypothetical fact patterns and scenarios, which sparked their interest in a legal career by giving them a "flavor" of what it is like to be an attorney.



George Bernard Shaw once stated:
Life is no brief candle for me. It is sort of splendid torch which I have got hold of for the moment, and I want to make it burn as brightly as possible before handing it on to future generations.

We immersed ourselves in the enriching experience, made a huge impact in the lives of the students, and our splendid torches were burning so brightly. Thank you to all our members who participated in Street Law and a special thanks to Teri Johnson for spearheading this phenomenal program!

I look forward to celebrating the year with you all at our Holiday Celebration on December 14 at Ember! Please remember to bring a new or gently used blanket to be donated to the Coalition for the Homeless! This is a way to show love and provide comfort to our friends in our community who need it the most.

In closing, let's all take great pride in our organization and continuously look for ways to serve our organization, one another, and our community in 2012. Thank you for allowing me to serve you this year.

Yours truly,
Jae Im
ACC Central Florida Chapter President

Revenge of the Value Champions

By **Amar Sarwal**, ACC Vice President & Chief Legal Strategist

Do you remember the end of the iconic movie, *Revenge of the Nerds*, when Lewis takes the mic from Gilbert and suggests that more of us are nerds than jocks? The pretty cheerleader exclaims she's a nerd too; most of the crowd joins Lewis, Gilbert and his nerd fraternity brothers in an effort to end nerd persecution, and the familiar strains of "We are the Champions" begin to play. Well, that cinematic moment was one of the formative experiences of my youth (I didn't get out much) and it came to mind when I was thinking about ACC's new Value Champions program, our new initiative to identify and celebrate law department and law firm leaders who incorporate value practices into their legal projects.

*I've paid my dues/Time after time
I've done my sentence/But committed no crime
And bad mistakes/I've made a few/I've had
my share of sand kicked in my face -
But I've come through*

Three years ago, ACC challenged the legal community to embrace value practices that are commonplace in every service industry, save one. While we heard some folks sing their hosannas, there were, and still are, folks who believe that the legal services industry can remain the same and still meet client expectations. Like the dinosaurs that were unaware of the meteor, the firms and law departments that continue with the old business model will not find the future climate hospitable. Wait a sec. Wrong analogy. Like the jocks who thought that they would continue to rule the campus on their terms. Sorry about that.

But, like Lewis and his new self-proclaimed nerd supporters, those of us implementing change are in a growing group. In fact, outside and inside counsel who focus on value practices, such as effective project management, value-driven fee arrangements and continuous improvement, are fast becoming the norm, not the exception. And, that's what the Value Champions program is all about. We'd like to shine a spotlight on them, so that the world can see their accomplishments and learn from them.

*I've taken my bows/And my curtain calls
You brought me fame and fortune and
everything that goes with it/I thank you all
But it's been no bed of roses/No pleasure
cruise
I consider it a challenge before the whole
human race/And I ain't gonna lose*

Of course, some value practices are easier than others. Some of them require the simple application of business principles from other industries. And, we want to identify and celebrate individuals who have employed those practices, because we believe their accomplishments can be replicated by our members and the rest of the legal community. But, of course, some projects are harder, more complex and more frustrating at times, because the ideas animating them are so novel. Think of the nerds' effort to beat the jocks in the fraternity competition. So, we'd like to celebrate innovative strategies as well. If you've tried something novel *or* something more garden-variety, please let us know about it. Our only requirement is that the submitted project has reduced legal spend, increased predictability and/or reduced the unwelcome types of legal issues confronted by the company over time.

*We are the champions - my friends/And
we'll keep on fighting - 'til the end
We are the champions/We are the champions
No time for losers
'Cause we are the champions - of the world*

Our deadline for submission is March 15, 2012. If you're in the legal community and you've ever cared about value enough to incorporate it into your day-to-day practice, turn up the volume on Freddie Mercury's classic and [join us](#) and submit a nomination form. The legal services industry just won't meet client expectations until value persecution ends. We look forward to hearing from you.

ACC Value Champions

Celebrate Value Champions

ACC Value Champions are law department and law firm leaders who have made great strides in improving the value of legal spending. By implementing pricing and other management practices advo-

cated as part of the ACC Value Challenge, you could be recognized as an ACC Value Champion.

Eligibility

- Law department leaders can be nominated (or self-nominate) for in-house team projects that did not involve a law firm or firms.
- Law department and law firm leaders can co-nominate firm/client partnerships.
- ACC membership or sponsorship is not required.

Demonstrate Your Leadership

Whether you achieved great results on a single matter, or over a multi-year, multi-dimensional effort, just define the scope and duration of the project and tell us about the results you achieved and how they were measured. For example, you can highlight results measured year-over-year, relative to hourly-based pricing, against an industry benchmark, and/or any other relative metric.

The story is important. Let us know what management tactics you used, bearing in mind that there are many ways to drive value. Innovation and collaboration (whether internal or between clients and firms) are also important, as is creating programs that others can replicate. If you have used or developed tools, templates, or dashboards, please share them as well.

Honors and Recognition

If selected, you will receive public recognition for your innovation and success. You'll receive an engraved, crystal "trophy," media exposure, profiling in ACC's member publication, *ACC Docket*, and the opportunity to present your value initiatives as part of an ACC educational program.

Process and Timing

Nominations are requested by March 15th. A panel of ACC staff and ACC Value Challenge Steering Committee members will review the nominations, and will contact nominees if additional information is needed. The ACC Value Champions will be announced in Spring 2012.

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Member Spotlight

ACC-Central Florida Puts the Spotlight on Jeanie Dubinski with Waste Pro USA



1) What is a typical day for you?
If I am not traveling for Waste Pro, I take my two kids to school and head to my office. My days are filled with meetings with various departments or divisions and too many emails to count. Dinner with my family, bedtime for the kids, emails and my day is over.

2) Why and or how did you get into in-house law?

I was very lucky to have met Waste Pro's CEO, John Jennings. After meeting, we both knew I would be a good fit for the company. I enjoy the practice of law and have a love of business, so tying them together has been a joy.

3) If a law student were to ask you for advice about a career as in-house counsel, what would you say?

Find a company that fits you and our personality. You need to wake up everyday excited to go to work.

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

The hardest job in the world, a pre-school teacher! My Mom owned pre-schools in Ohio and I worked there in college. You gain many skills for dealing with adults by dealing with children.

5) What is the most peculiar request or question you have received as an attorney?

Is the Bar a place where attorneys go to drink?

6) What do you like to do when you are not working?

Spend time with my family and friends. Theme parks, traveling and movies.

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

I have gained the role of business leader in my company. For the business people to see me as their colleague is a huge accomplishment.

8) What was the more lighthearted experience during your career?

The most lighthearted and cheerful time during my career is the past three plus years with Waste Pro. Our team has a great time working together and really are a big family.

9) In your job, what do you consider to be your biggest challenge?

Waste Pro is all about positive leadership and attitude. The legal world is not always so positive, so it is a challenge to truly find the ray of sunshine needed to keep positive.

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

I am part Cherokee Indian.

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Head in the Clouds: Cloud Computing Contracts Pose New Legal Challenges

By Drew Sorrell with Lowndes, Drosdick, Doster, Kantor & Reed

On Aug. 6, 2011, the World Wide Web turned twenty. The Internet, depending on how you calculate it, is about forty.

The *vox populi* hold that the traditional self-maintained business network/computing operations as we know it will soon be migrated to the “cloud.” Contracts for cloud services must be closely examined as they pose new legal ramifications. Below are some items to consider when reviewing contracts for your own practice or a client.

First, some context. It is useful to understand where we have been so that we can better appreciate where we are going. In 1991, the average user connected to the Internet with a dial-up modem. At that time, the high-end dial-up modem reached the blistering speed of 14,400 bits per second under ideal circumstances (a good/clear phone line). Now, in 2011, I have a home cable modem that will transfer 40 mbps or 40 million bits per second — some 2,778 times the data transfer rate than in 1991. Instead of a theoretical 86 pages per minute, I can now download 800 novels in the same time frame.

As the numbers above demonstrate, with modern data transfer speeds, we can now effectively transmit information to utilize software resident on computer hardware that is physically located anywhere in the world. Two terms are frequently used to refer to such uses: “SaaS” meaning “Software as a Service” and “IaaS” meaning “Infrastructure as a Service”.

To understand SaaS/IaaS, it is useful to walk through a common hypothetical business scenario. Let’s assume that you want to open a small office with four people that need to use software and require the ability to share information inputted into that software. Also assume that one of those people must access the software while traveling. There are several approaches to solving this problem, but assume you solve it by buying a server, four software licenses, three desktop computers, one laptop and provide a secure

method for telecomputing like a VPN connection or remote control software such as LogMeIn or GoToMyPC. You then connect everything, load the software and troubleshoot the set-up. Finally, you are ready personally to administer your network and backup your data.

In the same scenario as above, but using SaaS, you buy four Internet capable computers, connect them to the Internet, buy an appropriate subscription to a website that hosts the software (SaaS), and start operations. Moreover, now you can connect anywhere in the world from any computer with Internet access and the responsibility for the upkeep of the software and hardware rests with the service provider.

To carry the scenario further, assume you hired a contract employee to work for six months on a special project. Traditionally, once the contract employee completed the project, you would be left with a license you paid for but for which you no longer had a use. However, if you entered into a six month SaaS contract you would avoid the sunk cost (perhaps even sunk Cap-X cost for some software) of the superfluous license.

SaaS/IaaS is coming of age and beginning to present a viable technology solution in this volatile economy. Microsoft offers a version of its ubiquitous Microsoft Office suite in the cloud (Office 365), and Google offers similar cloud-based services. Similarly, Amazon is one of the more commonly known entities offering IaaS. Moreover, some phone carriers will handle your telecommunications (phone) needs through the Internet (leasing handsets in some instances) which is also IaaS.

Points to Ponder

Obviously, you should consider many legal issues before moving into the cloud: 1) what is provided; 2) how is up-time defined and guaranteed; 3) how is breach of contract defined; 4) how is security dealt with *vis a vis* governing regulation compliance and data breach; and, 5) who owns

the data, what is the exit strategy and what about eDiscovery.

What is being provided? Frequently, descriptions of cloud services are written by technologists and are resultantly difficult to understand. Every contract should contain a plain English explanation of what is being provided. Thus, not “remotely accessible best in class digital application capable of composing, editing, formatting and printing in a virtualized server environment with full-failover five-node clustering operating with a multiplexed RAID 5” but, instead, “a word processing program available over the Internet with protection against crashes and backed-up storage.” The contract should explain technically how the service is to be provided but, again, in a language that a judge and juror will understand.

Up-time/Down-time. A typical SaaS (or IaaS) contract specifies a service level (frequently referred to as an “SLA” for service level agreement). SLA’s may use the term “up-time” (which is the converse of “down-time”) or something similar like “network availability”. On its face, the SLA will promise a high up-time, e.g. 99 percent up-time. However, the true service level promised depends upon the contract’s definition of up-time. For instance, down-time, as defined, commences only once you notify the vendor that the service is not working. Frequently, down-time may not include the time that the provider spends performing scheduled and, *unscheduled* maintenance. Up-time may be defined in such a way that it includes time when the website is sluggish but not fully down. Indeed, the definition of “up-time” is highly manipulable. Therefore, you must carefully consider how the contract defines it and what it practically means to you or your client before entering into the contract.

Closely aligned with “up-time” is the *force majeure* clause, which also defines when a failure to provide service is excused. An

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argument can be made that there should be no permitted *force majeure* event short of something akin to a nuclear exchange or civil war. SaaS providers (or any fill in the blank “__aaS” providers) should design their systems with redundancies and failure protections, including failover protection at multiple locations that take into account the events normally giving rise to *force majeure* events. In addition, you should be careful about hosting information in Europe due to European privacy laws.

Breach Defined. Just as the definition of “up-time” can significantly change the level of service a provider guarantees, so too can the definition of “breach” significantly change normal notions of breach and the available remedies if the service agreement fails to live up to promises and expectations. For example, you might expect that failing to meet the up-time SLA constitutes a breach of the contract: not necessarily. Some contracts define a failure to meet the SLA not as a breach, but instead as a “credible event.” That is, your next bill will be reduced according to some calculation, but you may not terminate the contract for cause. A breach of contract is then defined in some other way that requires a much higher failure rate to constitute a breach.

It is worth noting that SaaS agreements almost always cap damages in some way and almost never allow for consequential damages. Frequently, damages are limited to the return of the value of the contract. This is a difficult issue for which to negotiate a modification.

Security and Data Breach. What about security? Is there an agreement that the service provider will guarantee a certain level of security? Will the service provider encrypt your information when not in use? What happens if there is a data breach on the service provider’s side? Are they permitted to advertise that you are a customer thus signaling that your data is targetable on their systems?

While software architects and engineers are increasingly building encryption capabilities into their data storage software, handling encrypted data adds another level of difficulty when programming. As a result, encryption is not currently commercially standard, but this will change. In the mean time, the contract should require commercially reasonable security. A requirement for the appropriate ISO certification should be strongly considered. The contract should also require the service provider to notify you in the event of data breach and to be responsible for the cost of notifying your clients if their information is exposed as well as purchasing credit watch services. Further, the contract should contain an indemnity provision. Finally, certain types of data enjoy heightened protection, which must legally be complied with (e.g. GLB, FCRA, HIPAA, HITECH) and should be contractually specified.

The End Game. The contract should expressly specify data ownership and the ownership of any customer paid-for customizations or programming. That is, “this is my data, not your data, no ownership rights are expressly given or implied by the service provider’s possession of my data. The service provider has no lien rights in my data. You programmed for me, and that is my data too.” In some cases, the service provider’s software will intermix proprietary data (e.g. a formula or other manipulation mechanism) in the data you upload. At the conclusion of the contract or at any time that the data must be produced (e.g. eDiscovery), it is important the parties understand what they own. Similarly, data “hostage taking” should be prohibited. As suggested above, the contract should include that the provider has no lien or de facto rights to withhold the data in the event of a dispute.

As to eDiscovery and data transfer, the contract should require the service provider to have in place tools that permit the data to be exported (to another platform), preserved and forensically extracted in

some commercially reasonable manner. Moreover, the cost of such service should be expressly set forth. Finally, it is preferable that the platform be capable of exporting data (preferably directly, such as through an FTP site) directly into eDiscovery software or to new service provider.

As a side note, if you are dealing with a database, you should verify (in writing) that the database is compatible with other commercially available databases. Databases are notoriously hard to migrate and a one-off custom system may be effectively impossible to migrate.

Conclusion

Each situation will call for a slightly different contract. However, not all service providers will be willing to negotiate their contracts. In that case, the above are some of the risks you should consider before entering into such an adhesive contract.

The more valuable the contract and the longer the term, the more likely a provider will be to negotiate key terms. Bear in mind that the service provider does not want to deal with a custom contract with each of its customers. Even if you have tremendous leverage, there are certain terms that they will hold inviolate.

William Gibson, author and coiner of the term “cyberspace,” noted, “*The future is here – it’s just not very evenly distributed.*”

Drew Sorrell heads the eDiscovery practice for the firm. If you have any questions about cloud contracts, please contact Mr. Sorrell.

“Head in the Clouds: Cloud Computing Contracts Pose New Legal Challenges,” by Drew Sorrell with Lowndes, Drosdick, Doster, Kantor & Reed, P.A., will also publish in the Orange County Bar Association’s The Briefs, in November 2011 Vol. 79 No.11.

Flexing Its Enforcement Muscle: The SEC and the FCPA in 2011

By Lindsay A. Ayers, Michael A. Piazza, and Ronald M. Schirtzer, Greenberg Traurig

Continuing a trend begun in the late 2000s, the Securities and Exchange Commission (“SEC”) in 2011 continues to increase enforcement of the FCPA (Foreign Corrupt Practices Act of 1977, (15 U.S.C. §§ 78dd-1, *et seq.*)). This statute, which for decades remained quasi-dormant at the SEC, imposes book and record keeping and accounting control duties on companies issuing registered securities in conjunction with prohibitions against bribery or other payments by domestic concerns to foreign officials intended to influence business decisions. Fines and penalties for violation of record keeping and accounting obligations can reach into the millions, and officers, directors, and employees can be subject to criminal liability in certain circumstances. In 2009, the SEC formed a special FCPA unit, and since that time, the FCPA has rapidly developed into one of its most powerful enforcement tools against public companies traded on U.S. markets. And while the Act’s record-keeping and accounting provisions were designed to operate in tandem with the FCPA’s criminal anti-bribery provisions (which are enforced solely by the Department of Justice (“DOJ”)), recent SEC cases demonstrate a new resolve to act alone.

Empirical data underscores the SEC’s increased emphasis on FCPA enforcement. Since the formation of the FCPA Special Unit, both the number of SEC enforcement cases and the dollar amount of settlements and judgments for both disgorgement and civil penalties have progressive increased. In the fiscal year just ending Sept. 30, 2011, the first year for FCPA enforcements were included as a separate category on the SEC’s charts reflecting year to year enforcement trends, 20 enforcement cases were commenced.

In addition to increasing the number of enforcement actions commenced, the SEC is also using new tactics in FCPA enforcement. First, the SEC now brings cases even when the DOJ has decided not to pursue a target on criminal charges. Second, the SEC is now using tools like Deferred

Prosecution Agreements (“DPA”), a routine DOJ enforcement tool, but one new to the SEC.

Historically, the SEC and DOJ have worked hand-in-glove on FCPA cases. In fiscal year 2011, the SEC continued to work in tandem with the DOJ in some instances, obtaining significant settlements from Johnson & Johnson (\$48.5 Million in disgorgement to the SEC and \$21.4 Million to the DOJ for settlement of criminal charges related to alleged bribery and kick-backs in several European countries and Iraq) and Alcatel-Lucent, S.A. (more than \$45 Million to settle SEC charges, and \$92 Million to settle DOJ charges for alleged bribery of government officials in Latin America and Asia). For the first time, however, the SEC took up prosecution in two cases that the DOJ had declined to pursue.

One example of the SEC going solo involved Rockwell Automation, Inc. (producer of industrial automation components and software). Alleging that Rockwell failed to accurately record payments made by a subsidiary to Chinese state-owned businesses, the SEC settled with Rockwell for books, records and internal control violations, within the scope of the FCPA’s record-keeping and accounting provisions. Without admitting or denying the SEC’s allegations, Rockwell paid \$1.8 million plus interest for disgorgement, and a penalty of \$400,000.

The SEC’s use of the DPA is another example of how the SEC is now venturing into enforcement territory on its own that was formerly within the province of the DOJ. A DPA is a voluntary alternative to adjudication whereby the enforcing agency, here the SEC, agrees not to bring an enforcement action, in exchange for agreement that a fine be paid and/or certain conditions performed. In May 2011, the SEC entered into its first DPA ever with Tenaris S.A., a global manufacturer of steel pipe products charged with FCPA violations for bribing Uzbekistan government officials on government contracts. The SEC alleged that Tenaris made almost

\$5 million in profits derived from several contracts awarded by the Uzbekistan government. Without admitting or denying the SEC’s allegations, the Tenaris DPA required a \$5.4 million disgorgement, plus prejudgment interest, and other prescribed “undertakings,” to include annual code of conduct updates and certifications, anti-corruption and FCPA compliance training, and certification of DPA compliance.

A DPA can be an attractive settlement option for companies caught in the SEC’s cross-hairs. By avoiding an administrative or judicial action, a company may also avoid the expense and uncertainty of an enforcement action. The cost of defending an FCPA action must also factor into the settlement analysis as well as the risk of an adverse ruling, and the impact of pending litigation on business (ability to raise capital, etc.) and reputation. This is all the more compelling for government contractors, which must consider consequences of suspension or debarment.

What is clear is the importance for companies to focus attention on FCPA compliance. While the benefits of compliance and cooperation can be debated, the words of current SEC Enforcement Director Robert Khuzami should guide any settlement analysis. Commenting on the decision to enter the DPA agreement with Tenaris, Khuzami said “[t]he Tenaris foreign bribery scheme was unacceptable and unlawful, but the company’s response demonstrated high levels of corporate accountability and cooperation.”

In sum, recent 2011 settlements proves the great value the SEC places in the following:

- overall commitment to compliance, cooperation and remediation;
- strengthened anti-corruption policies, procedures and controls;
- enhanced training;
- internal investigations;
- immediate self-reporting; and
- upon reporting, full cooperation with the SEC staff.

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Any robust ethics and compliance program must address these issues, and do so by incorporating procedures for periodic review and improvement. Even when a violation is discovered, these measures are an essential first step in negotiating when the SEC comes knocking on the door.

What a company does when a potential violation first surfaces, and the concrete steps it takes at that point in time, often can be dispositive of what the SEC, or the DOJ does by way of remedy.

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Local Lawyers Lend a Hand

National Community Service Day 2011

The ACC Central Florida Chapter lent a hand to SASHA, which stands for Safe and Sober Housing Alternatives. The name reflects the organization's mission perfectly — providing 24 hour residential housing for women in recovery from abuse and addiction.

On Oct. 29, 2011, ten local in-house lawyers from the Central Florida Association of Corporate Counsel rolled up their sleeves for an entire day to enclose the rear

patio and beautify the yard of a local SASHA residential home in downtown Orlando. Thanks to the help of a local professional, the lawyers got to learn how to fix up a patio, all while benefitting the local SASHA residents.

The result: a relaxing, convenient space for the residents of SASHA house to enjoy while they recover, and



restore their lives. Per Cindy Underwood, Executive Director, "We Love, Love Love this room."

For more information about SASHA house and how you can help, visit www.sober-houseingorlando.org

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Wendy Friedberg with Travel Holding, Inc. gets her daughter Leah involved in enhancing the SASHA house yard



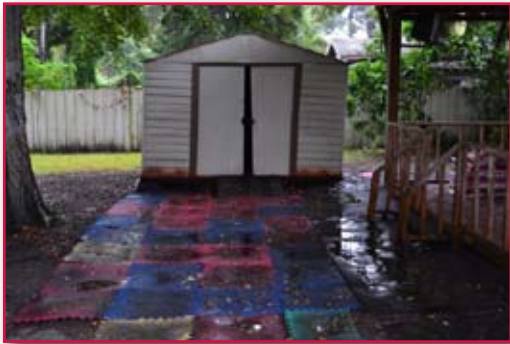
Patti Leonard with The Walt Disney Corporation beautifying the patio at SASHA house



Kelly Lodde with Hilton Grand Vacations Company digs in to help get the new patio started!



Jae Im with Wyndham Worldwide Corporation and Central Florida Chapter president lends a hand pulling weeds



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Central Florida Chapter Launches Street Law Program

Who can give high school students the opportunity to explore their interest in law by representing an NFL player (former Olympia High alum and current Tennessee Titans running back Chris Johnson) in contract negotiations? The Central Florida Chapter, that's who! As the newest chapter to host the Corporate Legal Diversity Pipeline program, Central Florida is off to a great start. The Corporate Legal Diversity Pipeline is a national partnership between Street Law and ACC that partners corporate legal departments with nearby, diverse high school law classes in an effort to engage the students, teach them more about civil law and encourage them to consider careers in the legal profession. The chapter partnered with Holland & Knight to lead two team workshops at Olympia High School and a half-day conference at the Orange County Bar Association. Teams covered the basics of contract law and workplace sexual harassment, while giving the students a taste of what a legal career is all about. ACC board member Tom Jones as well as members Desmond Jordan and Patricia Leonard (in the contracts group) and Brenda Pence and Wendy Friedberg (in the employment law group), participated in the sessions. The teacher, Tracy Ebert, and her students welcomed the program and the students demonstrated overwhelming enthusiasm for learning about legal knowledge and careers. Representatives of the chapter said, "These young people are truly special and remind us of some of the reasons why we chose law as a career."

The conference started with two workshops, building on the classroom sessions in the areas of contract dispute resolution and employment law. There was a surprise visit from County Judge Faye Allen, which thrilled both volunteers and students. Next, a panel comprised of Barry University Law School Associate Dean Ruth Witherspoon, our chapter President Jae Im, and prominent Holland & Knight Attorney Albert Tellechea answered questions prepared by the students about their careers and backgrounds. The culmination of the conference was a career fair

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where students had an opportunity to circulate among 6 “stations” to meet with lawyers, paralegals, legal educators and other legal and support professionals from a number of different disciplines. FAMU Law School graciously manned a station and provided the students with a great deal of information about preparing for and attending law school. Teacher Tracy Ebert said, “We did not just take my students on a field trip today but we changed lives . . . My students had a phenomenal time and many of them now might have a career

path that they didn’t have before this experience.” Chapter participants in the conference included Tom Jones, Teri Johnson, Larry Gendzier, Steve Kaplan, Michael Vaughn, Brenda Pence and Jae Im.

The Central Florida Chapter would like to thank Teri Johnson, former general counsel of MoneyGram International, Inc. (Minneapolis, MN), for encouraging the chapter to get involved in the program and coordinating the activities of the chapter volunteers, Holland & Knight, the venue and our teacher. Teri devoted many

hours to this program and we could not have succeeded without her efforts. The Central Florida Chapter would also like to thank Holland & Knight for its generous sponsorship of the program. More than 25 Holland & Knight lawyers participated, and the firm has picked up all the expenses for the program.

For more information about the Central Florida Chapter, visit the chapter page at <http://centralfl.acc.com>.

ACC News

It’s Alive! — Get Your Member-to-Member Mobile App Today

Download ACC’s Member-to-Member mobile app today and stay connected with the largest online community of in-house counsel on the go. Just a click away, you can get updated ACC announcements, find members through the membership directory, participate in eGroup discussions, and build your own contact list. There’s also an entire section within the app dedicated to ACC’s Annual Meeting. This app is compatible with iPhone, Android, and BlackBerry devices. Download it today at www.acc.com/m2m.

Business Education for In-house Counsel: Mini MBA

Enhance your business management skills at the Mini MBA for In-house Counsel program. A two and a half-day program co-sponsored by ACC and the Boston University School of Management, it is designed to sharpen your knowledge in critical MBA disciplines including accounting, finance, strategy, and organizational behavior. Multiple program dates are available for you to choose from: Mar 5–7, 2012, Boston; Apr 25–27, 2012, Los Angeles; Jun 4–6, 2012, Boston; and Jun 6–8, 2012, Boston. For more information on this program and other programs developed by ACC and BU, visit www.acc.com/businessedu.

Get Back to Basics at Corporate Counsel University®

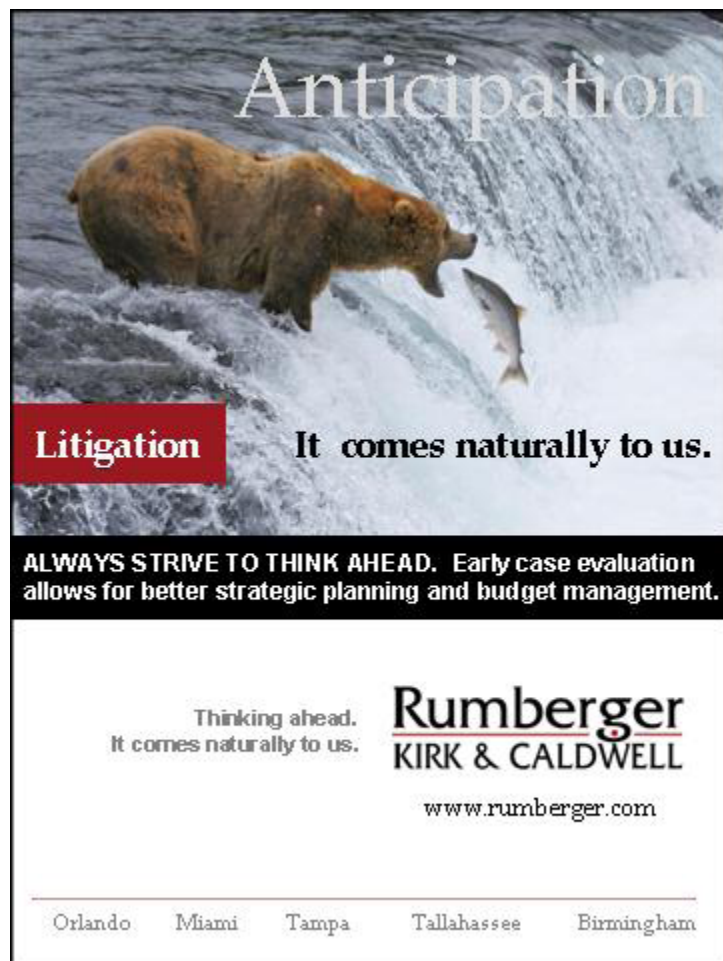
Are you new to in-house or looking for ways to sharpen your basic in-house

practice skills? Attend ACC’s Corporate Counsel University® (May 20–22, 2012, Los Angeles, CA) to jumpstart your career. At this program, you will learn practical tips that can be applied to your work immediately and earn up to 12 CLE/CPD credits. Topics range from law department management to finance and accounting. To learn more, visit ccu.acc.com.

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Develop techniques to effectively structure value-based fees and drive efficiency at ACC’s Legal Service Management Workshop (February 28–29, 2012, Dallas, TX; or May 2–3, 2012, Minneapolis, MN). At this two-day, intensive executive workshop, through a blend of instruction and business school style case analysis, you will learn to improve value in legal spending and develop skills to

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ACC-CENTRAL FLORIDA CHAPTER MISSION STATEMENT

ACC Central Florida Chapter supports its members and community through:

Informing and educating members on topics integral to in-house practice;

Interacting with the local legal community to increase visibility for the chapter, in-house issues, and the ACC as a whole; and

Improving the community through acts of service and leadership.

Chapter Events

December 14, 2011:

Holiday Celebration 2011 – Coalition for the Homeless Blanket Drive & Fund Raiser

6–9 PM

Ember

Downtown Orlando

42. W. Central Blvd.

Orlando, FL 32801

You and a guest are invited to join us for an evening of complimentary delectable hors d'oeuvres, cocktails and Holiday Cheer!

ACC Central Florida Gives Back!

The Central Florida Chapter will be taking advantage of this evening to support the *Coalition for the Homeless Central Florida*. Please help us by bringing a new or gently used blanket to be donated. We will also be taking monetary donations.

Board Member Elections will also take place for ACC Members only.

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 emailing them to mschirtzer@cfl.rr.com.

Call for Involvement in Chapter

Would you like to be involved more in the chapter? Please let us know. We are always looking for help coordinating events and we are also looking for proposals of new topics for our CLE programs that might benefit chapter members. If you are interested in serving on the board of directors or as an officer next year, let us know! For more information, contact Marshall Schirtzer at Mschirtzer@cfl.rr.com

Welcome New Members

We wish to welcome the following new members who have recently joined the ACC Central Florida Chapter:

Stanley A. Rubins with The Institute of Internal Auditors

Jennifer M. Black with Harris Corporation