Inside FALL 2019

ACC Association of Corporate Counsel
SOUTH FLORIDA

FOCUS

Immediate Past President's Letter

Carlos Cardelle

Thank you, ACC South Florida!

As with most things in life, an accomplishment or goal attained is usually not done alone. My presidency of the ACC South Florida Chapter over the past two years is proof of that. Thanks to the support of family (my beautiful wife and amazing daughter), friends, amazing Board members, Executive Director and employer, I was able to embark on one of the most memorable and rewarding professional experiences an in-house counsel can achieve. From interacting with our amazing sponsors and diverse membership to attending our exciting and innovative events throughout our tri-county region, I have seen and experienced the quality of our legal community first hand. I am happy to hand over the rein to Jessica Rivera. Her energy, creativity and enthusiasm will serve our Chapter well. She will undoubtedly build on the successes we have experienced these last two years – including having the largest membership in our history (over 570 members), revamping our Law School Ambassador program, creating Sponsor Success Partners (to increase the communication and interaction between the Board and our sponsors), creating new sponsorship events (such as our new Coffee Talk series), rebranding our newsletter from a purely electronic communication and focusing on our community outreach and pro bono efforts. We just recently held our 10th annual CLE conference – an amazing accomplishment – a decade of providing excellent CLE programing in partnership with our sponsors, Board and members.

Again, my opportunity to serve as President would not have come to fruition but for the collaboration and support of many. I want to personally thank each of our Board members and particularly our Officers and Committee Chairs - each one is an example of exceptional professional volunteerism and without them, our Chapter would not exist. I also wish to acknowledge our Immediate Past President Josh Forman for his friendship and words of advice and counsel. Finally, I am indebted to our Executive Director Christina Kim, who understood my goals for our Chapter and made sure we did not stray – at least not too far – in implementing them. As with all things ACC South Florida, once you get involved, you never want to stop! I will have the honor of serving as Chair of our 11th annual CLE conference – so I plan on seeing all of you in September, 2020 as we continue one of our great annual traditions.

My final thought is one that I have shared with the Board a few times – there are **three L's** I tell my daughter to remember each day as I drop her off at school – **Listen** to your teachers, **Learn** as much as you can but never forget to **Laugh**. As I told our Board during our 2019-2020 strategic planning meeting in late September, I think we can apply the three L's to our roles as stewards of our Chapter – we should always be listening to our sponsors, members and fellow Board members (one person never has all the right answers or ideas); we can certainly also learn from each sponsor, member and colleague on the Board (learning is a life-long experience – you just have to be willing to learn); and finally, never forget to find time to laugh – our service on the Board is voluntary, let us always enjoy our time with each other and our members and sponsors – I know I have these past two years! My final ask of our membership – keep watching us, stay in-tune and informed with your Chapter's activities and events and come help us lead in making our Chapter one of the best in the nation! Thank you! Muchas Gracias! Merci! Obrigado!

Cardelle Family on a Disney Cruise

Template for Disaster

By Neil Peretz

"Who knows what evil lurks in the hearts of agreements?" Not you, if you have an over-reliance on templates.

As a former litigator, I have witnessed numerous scenarios where a slavish devotion to template agreements paved the road to disaster. Organizations felt that the template agreement was sacrosanct and dared not contemplate how new facts and situations might require its alteration.

Obeisance to and reliance upon a "template" is not surprising, given the history of the term. The etymology of "template" traces back to the Latin word "*templum*," which means not only "plank or rafter," but also means a "temple, shrine, sacred, or consecrated place."

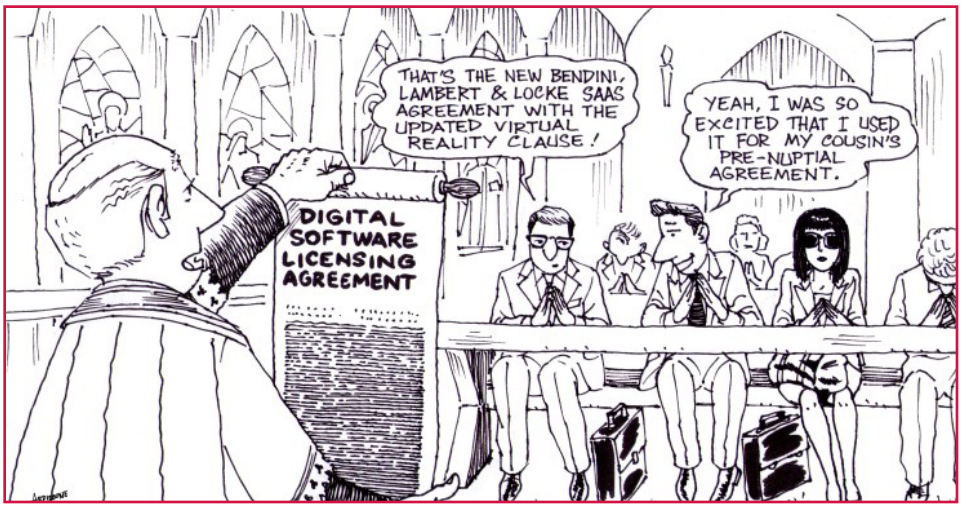
Many cultures have adapted historic religious concepts to today's mores and practices. For example, in most locales, it is no longer de rigeur to stone people to death for working on the Sabbath. (Indeed, there would be much stoning of lawyers if such a rule were still in place.) Similarly, one cannot rely solely on historic templates as the times change.

When translated into Swedish, one word for "template" is "mönster." Remove the diacritical marks above the "ö" and you have the perfect English-language descriptor of templates run amuck.

As a former federal trial attorney and financial services regulator, I often encountered situations where companies violated their own agreements with customers. Why? Because they did not know what was in those agreements.

Maybe once upon a time, they read a template customer agreement but never noted when the template changed — or how each version of their template impacted their practices with respect to future customers. Only after class action or regulatory enforcement did they realize that not all customer agreements were the same.

Using templates lulled them into a false complacency around knowing the



content of their customer agreements. In reality, their templates evolved over time, and they should have been reading and implementing each agreement independently.

In the business-to-business context, an over-reliance on templates can lead to even bigger disasters. Businesses are more likely to have attorneys representing them, and business deals are often a higher dollar amount, which means the salespeople pushing the deals are more willing to negotiate in order to get the deal done.

The result is a contract that might look a lot like the standard template agreement yet contains multiple significant deviations from the template that are overlooked during contract implementation … until it's too late.

For example, a major commercial property manager thought its standard lease template was in place with a tenant. The property manager failed to note that the notice requirements had been renegotiated, and, as a result, missed the opportunity to exercise an option to re-assess and potentially raise the rent.

Many large organizations have grown through acquisition. As a result, even if they deploy their own templated agreements going forward, their day-to-day work relies on implementing agreements created by their predecessors and acquisitions. Even if all these inherited prior agreements could be changed, the next acquisition just brings in more types of templates.

Large companies may have hundreds of different agreement templates, meaning they need to start reading each agreement, rather than assuming that all agreements of a certain type are the same. The failure to treat each agreement individually can lead to dangerous assumptions.

For example, some inherited templates might not request that the customer opt-in to receive calls via an auto dialer. The company may face substantial Telephone Consumer Protection Act liability when contacting customers subject to these inherited agreements.

Without careful attention to the contents of each agreement, the use of templates can breed a pernicious complacency throughout the organization. Employees assume that agreements need not be read because they are inviolable and blessed from above.

When a new situation arises where the standard template doesn't fit, the employee chooses to use the template regardless, because doing so creates the least internal organizational friction. The end result is an agreement that doesn't fit the transaction and cannot be smoothly implemented.

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Surely templates can serve a certain purpose: We cannot afford to write each business agreement from scratch. However, we need to remember that speed in drafting is not the sole benchmark for a successful agreement or successful relationship.

The most successful business relationships are those where both sides receive the benefit of their bargain. This means they need a contract that actually reflects their bargain. And, more importantly, the real relationship work begins after the contract is signed.

Because templates change over time and key terms may be custom-negotiated, implementation of the contract must be based on reading its actual terms, rather than assuming it follows the same format and terms of a mythical template from the past.

As an in-house counsel, you should not assume that the use of a template for a certain type of agreement means that you know the terms of all of your relationships. Start sampling your historic agreements to see how they have changed over time.

If your organization has had acquisitions, sample the agreements of acquired entities as well. And start talking with your business colleagues about how often they need to change agreement terms to conclude a negotiation.

Most importantly, even if you think it's just a standard template that you know by heart, read the key terms of each agreement anyway, because that is what the court and your counterparty will rely upon.

Author:

Neil Peretz has served as general counsel of multiple companies, as well as a corporate CEO, CFO, and COO. Outside of the corporate sphere, he co-founded the Office of Enforcement of the Consumer Financial Protection Bureau and practiced law with the US Department of Justice and the Securities and Exchange Commission. Peretz holds a JD from the University of California, Los Angeles (UCLA) School of Law, an LLM (master of laws) from Katholieke Universiteit Leuven (where he was a Fulbright Scholar), bachelor's and master's degrees from Tufts University, and has been ABD at the George Mason University School of Public Policy. Peretz's most recent technology endeavor is serving as general counsel to Contract Wrangler, which applies attorney-trained artificial intelligence to identify the key business terms in a wide variety of contracts.

ACC News

ACC Xchange: Program Schedule Now Available

Xchange 2020 (April 19-21, Chicago, IL) offers **advanced, practical, interactive, member-driven** education for in-house counsel and legal operations professionals that you won't find at any other conference. By uniting complementary professions to exchange ideas and best practices, this program creates a powerful and unique environment that offers a fresh take on how to deliver your in-house legal services more efficiently and effectively. Register today.

Are your vendors putting you at RISK under the pending California Consumer Privacy Act (CCPA)?

At the ACC Annual Meeting register for, Untangling Third-Party Data Privacy Privacy & Cybersecurity Risk, and learn how to ensure you're ready for the CCPA and your third-party vendors aren't putting you at risk. Save your spot at this session now. Seating is limited.

In-house Counsel Certified (ICC) Designation

The ACC In-house Counsel Certification Program, helps in-house counsel become proficient in the essential skills identified as critical to an in-house legal career. The program includes live instruction, hands-on experience, and a final assessment. Those who successfully complete the program will earn the elite ICC credential. Your law department and your employer will benefit from having a lawyer that returns with global best practices in providing effective and efficient legal counsel. Attend one of these upcoming programs:

- **Dubai, UAE**, March 2-5, 2020

ACC's Top 10 30-Somethings nominations are now open!

This award recognizes in-house counsel trailblazers for their innovation, global perspectives, proactive practice, advocacy efforts, and pro bono and community service work. Self-nominating is acceptable. Nominations are due December 6. Nominate someone today.

The Dreaded Preference Demand

By Michael Green and Jin Xin, Gunster

A demand letter hits your inbox. Before you can read it, your boss storms in: "ABC Company filed for bankruptcy, why are we getting sued when it still owes us $1,000,000.00?" You just encountered a preference claim, and here are some thoughts on what to do:

When an entity (debtor), files for bankruptcy, the debtor (or a trustee) can recover payments made by the insolvent debtor to a creditor on account of an antecedent debt within 90 days (or 1 year for insiders) of the bankruptcy filing that allow the creditor to receive more than it would have received in a liquidation.[1] The idea is that all creditors should be treated equally. If an entity knows it will soon be in bankruptcy, it would be unfair if it could choose to pay certain creditors that it liked better.

So, what can you do?

We will focus on two defenses, and some practice pointers:

The Contemporaneous Exchange for New Value Defense: Section 547 (c)(1) of the Bankruptcy Code prevents a preferential recovery of payments the creditor received from the debtor that: (i) is intended by both parties to occur contemporaneously as new value given to the debtor; and (ii) constitute a substantially contemporaneous exchange. The definition of "New Value" has been interpreted to mean something of material value that would enhance the value of the debtor's business. The exclusion from the definition, of an existing obligation, emphasizes the defense is not available for satisfaction of an antecedent debt.[2] Parties must intend the exchange to be contemporaneous, and their conduct must corroborate such intent. Since intent is subjective, standard procedures to document and establish intent need to be developed. For example, having conspicuous language on a purchase order form indicating that buyer and seller intend the transaction to be a contemporaneous exchange would support this defense. While the intent must be contemporaneous, the exchange only needs to be substantially contemporaneous. For example, payments prior to deliveries (pre-payment) can also satisfy this defense, just like cash-on-delivery transactions. The practice pointer here is to have the troubled customer pay before or at the time of the exchange.

Cases: In *Payless Cashways, Inc.*[3], a creditor worked out new payment terms for continued shipments with a troubled customer. The due date on the invoices correlated with delivery dates. The court held that the creditor's right to payment for the goods arose upon delivery; and therefore, value was given when the goods were delivered rather than when the goods were shipped. The creditor established its contemporaneous exchange for new value defense because the arrangement was essentially a cash-on-delivery transaction.

In *Contempri Homes Inc.*[4], the court held that if a debtor indicated that the payment was for past invoices rather than the present shipment, the parties did not intend a contemporaneous exchange for new value. This is a good teaching point. A creditor should establish the payment correlates to the most recent invoice when trying to protect itself from a preference. While a business may want to clear its old outstanding invoices, that can jeopardize the contemporaneous exchange for new value defense.

The Ordinary Course of Business Defense: Section 547(c)(2) prevents a preference recovery of the payment of a debt in the ordinary course of business or financial affairs of the debtor and the transferee, when such transfer was (A) made in the ordinary course of business or financial affairs of the debtor and the transferee; or (B) made according to ordinary business terms.[5] To be an ordinary course of business transaction, the transaction has to be (1) ordinary to the business of the debtor and the transferee, and (2) the course of dealing must be consistent for a period of time. An ordinary business term transaction refers to how other similar businesses in the same industry would operate. For example, purchasing a bulldozer is not ordinary for a bakery business. However, hiring a consultant to evaluate the operation of the bakery could be considered ordinary. Course of dealing is the habit of how the two companies do business with each other. A one-time event cannot form a habit. The practice point here is for companies to follow established procedures and stick to them. The longer the companies have dealt with each other in a consistent manner, the stronger the ordinary course of business defense.

Cases: In *Universal Marketing*[6], the debtor made seven transfers to a financial advisor, and two of the transfers occurred within the preference period. In the preference action, the court used the payments made in the pre-preference period as the "baseline of dealing," and compared the two preferential transfers to the baseline. The court found it was "ordinary" for the debtor's business to hire a financial advisor, and all the transfers were in the same amount, paid by checks, and submitted between one to three weeks after the invoice date. The parties had established a consistent course of dealing for the pre-preference and preference periods and satisfied the ordinary course of busi-

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[1] See 11 U.S.C. § 547(b).

[2] See 11 U.S.C. § 547(a)(2).

[3] See In re Payless Cashways, Inc., 394 F.3d 1082 (8th Cir. 2005)

[4] See In re Contempri Homes Inc., 269 B.R. 124 (M.D. Pa. 2001)

[5] See 11 U.S.C. § 547(c)(2)

[6] See In re Universal Marketing, 481 B.R. 318 (Bankr. E.D. Pa. 2012)

[7] See, for e.g., Matter of Seawinds Ltd., 888 F.2d 640 (9th Cir. 1989)

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ness defense. In contrast, cases that reject this defense involve scenarios where the parties' actions were inconsistent with past dealings.[7]

What constitutes ordinary course of business depends largely on past dealings. Therefore, consider what your company wants to do when customers cannot make timely payments for their purchases, and incorporate those actions in current dealings even if customers are not financially distressed. If circumstances force a change in business dealings, consider switching to cash-on-delivery, or pre-payment terms, to establish a contemporaneous exchange for new value defense.

As with most matters, thoughtful planning will go a long way in avoiding the dreaded preference demand.

Authors:

Michael Green is a shareholder and is a member of Gunster's Business Litigation and Intellectual Property Litigation practice groups. Michael practices in state and federal court and has experience in an array of civil litigation matters including brokerage commission disputes, commercial landlord/tenant disputes, homeowners' association disputes and creditor representation in bankruptcy proceedings (including adversary proceedings). In the area of intellectual property litigation, Michael's experience includes prosecuting and defending misappropriation of trade secret claims. In addition, he is involved in a case regarding the Vessel Hull Design Protection Act. Michael is also proficient with e-discovery issues, and he has devoted significant time to researching and analyzing the Stored Communications Act.

As a member of the firm's Corporate practice group, **Jin Xin** concentrates her practice in the areas of mergers and acquisitions, securities, corporate governance and general corporate matters, with a particular emphasis on cross-border transactions between the U.S. and China. Jin is proficient in both Mandarin and Cantonese and she seeks to use her language skills and background to connect international clients to South Florida businesses. Prior to law school, Jin worked at ExxonMobil's Shanghai office that exposed her to international shipping business.

The Purple Haze Continues for Employers

By Elizabeth Rodriguez and Fabian Ruiz, FordHarrison LLP

"Marijuana and the workplace," words that, when appearing in the same sentence, seem to cause more confusion in the minds of management than ever. Indeed, while the rules with regard to marijuana in the workplace were once simple, the recent bombardment of state and local laws enacted with the purpose of allowing for the use of marijuana, for both medical and recreational purposes, has led to a lack of clarity for employers in the workplace.

Until recently, employers had nearly unfettered discretion regarding the manner in which they implemented and chose to enforce "drug-free" workplace policies. Indeed, before states began providing protections for employees at the state level, the federal Americans with Disabilities Act (ADA) did not require employers to accommodate an employee's drug use, and employers were largely immune from disability discrimination or failure to accommodate claims based on such use. Since the U.S. Controlled Substances Act (CSA) still classifies marijuana as a Schedule I drug, employers still have no obligation under the ADA to accommodate an employee's marijuana use, regardless of whether the use is for medical purposes.

That is where the states have stepped in to "fill the gap," and, many have argued, create confusion for employers.

In the last few years, over 30 states, and Washington, D.C., have enacted laws that allow for marijuana use for medical or recreational purposes. Additionally, a number of states have enacted laws that regulate testing for marijuana by employers, and use of marijuana by employees, as well as laws that regulate what, if any, accommodations an employer must provide an employee if an employee's marijuana use is determined to be for medical purposes. Given that most medical marijuana laws dealing with the workplace are relatively new, there is very little by way of judicial interpretation of these recently enacted state statutes, making it more important than ever for employers to stay informed on recent developments and consider whether their policies and procedures may run afoul the law.

Are These State Laws Pre-Empted By Federal Law?

It is difficult to discuss what, if any, obligations an employer may have under state medical marijuana laws without first discussing the interplay between the CSA and state law. As stated above, the CSA still lists marijuana as a Schedule I drug, regardless of the intended use of the drug (i.e., whether it is for medical or recreational purposes). Conversely, certain state statutes have decriminalized marijuana use on the state level, in part to prevent employers from "discriminating" against employees who have engaged in the use of marijuana.

So the question remains, are state laws that authorize medical marijuana use (and those that prohibit adverse employment actions against employees for use and/or status as a user) pre-empted by the CSA's classification of marijuana as a Schedule I drug? As you may have already guessed: it depends.

Employers in several jurisdictions have attempted to defend against claims of

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discrimination and failing to accommodate medical marijuana use under state law with varying degrees of success. On the one hand, employers have seen success defending on the basis of pre-emption in challenges to Colorado's, New Mexico's, California's, and Oregon's medical marijuana acts by establishing that the employers could not comply with both the applicable state and federal laws. See Ross v. RagingWire Telecomms., Inc.

In contrast, courts in Connecticut and New Jersey have held that federal law does not necessarily pre-empt states' medical marijuana or discrimination laws, where such laws require employers to accommodate employees. See Noffsinger v. SSC Niantic Operating Co. LLC, and Wild v. Carriage Funeral Holdings, Inc. This lack of clarity or uniformity among decisions is a common theme and is likely to continue, particularly given that a number of states and cities, including Illinois, Nevada, and New York City, have laws taking effect in 2020 that, in varying degrees, limit employers' ability to test for marijuana, prohibit discrimination for off-duty use of marijuana, and prohibit employers from refusing to hire an applicant on the basis of testing positive for marijuana.

Government Contractors Have More Clarity

Even though federal pre-emption remains a grey area, there are points of clarity, particularly with regard to federal contractors. Specifically, employers with safety-sensitive positions, as well as those who have federal contracts or grants, are required to comply with the federal Drug-Free Workplace Act, which requires federal contractors to meet certain requirements and conditions in order to be eligible for federal contracts, part of which includes establishing a drug-free workplace program. Similarly, federal contractors for the Department of Transportation (DOT) cannot excuse a positive drug test for an employee who is required to perform in a transportation safety-sensitive position based on information that a physician recommended the employee use a "drug listed in Schedule I" of the CSA.

Drug Testing

The variety of state laws and judicial interpretations also makes it difficult for employers to establish a "one size fits all" drug testing program that does not run afoul state law. Compared with other intoxicants, such as alcohol, the central issue with regard to marijuana drug testing is that it is more difficult to determine how long prior to a positive marijuana test an employee used the drug, or whether the user was impaired by marijuana while on the job. Since marijuana can stay in an individual's system for around one month after use, certain states and local governments have enacted laws prohibiting pre-employment testing, save some exceptions for emergency responders, positions dealing with children or the elderly, and other high-risk jobs. Other states that allow pre-employment testing, like Oklahoma, limit employers' ability to refuse to hire an applicant solely because of a positive result. Post-incident testing can also be complicated because employers in some states must now determine whether an employee who tests positive was using marijuana and/or was impaired on the job.

Are Employers Required to Accommodate Employee Marijuana Use?

What if an employee proposes on-the-job medical marijuana use as a reasonable accommodation to a disability? While no state currently requires an employer to permit on-duty use of medical marijuana as an accommodation, off-duty use of medical marijuana has been held to be a reasonable accommodation under state disability discrimination statutes. See Barbuto v. Advantage Sales and Marketing, LLC (finding that allowing an employee's off-duty use of medical marijuana was not an undue hardship, since the use of medical marijuana by a qualifying patient is as lawful as the use of other prescription medication).

Conclusion

Marijuana in the workplace, like the legality of marijuana use nationwide, is governed by state law and lacks uniformity. Thus, employers should ensure their policies and practices comply with the laws and regulations of all applicable jurisdictions, and should think twice before making blanket policies prohibiting employees from engaging in behavior that states have deemed legal.

Authors:

Elizabeth Rodriguez, managing partner of FordHarrison's Miami office, has represented clients across a broad range of industries in jury and non-jury trials, arbitrations, mediations and other dispute-resolution settings. In particular, she has extensive experience in employment law cases, having defended over 300 employment and civil rights lawsuits to conclusion. Elizabeth can be reached at erodriguez@fordharrison.com or 305-808-2143.

Fabian Ruiz is a senior associate in FordHarrison's Miami office whose practice is dedicated to the representation of management in labor and employment law disputes. Fabian has obtained successful resolutions on behalf of his clients in single plaintiff, multi-plaintiff, and class and collective actions. Fabian can be reached at fruiz@fordharrison.com or 305-803-2115.

JOB OPPORTUNITIES

If you would like to be included on a distribution list for South Florida in-house employment opportunities, please e-mail Christina Kim at southflexec@accglobal.com. E-mails will be sent out on a periodic basis based on availability. Distribution list is only for ACC South Florida members.

The DOL's New Overtime Rule and What it Means for U.S. Employers

By Lindsay Alter and Sherril Colombo, Littler

On September 24, 2019, the U.S. Department of Labor (DOL) unveiled its long-awaited final rule on the overtime "white collar" exemptions under the Fair Labor Standards Act (FLSA). Beginning January 1, 2020, the final rule increases the minimum salary level for white collar exemptions to $684 per week ($35,568 annualized).

The final rule updates the earnings thresholds necessary to exempt executive, administrative, or professional employees from the FLSA's minimum wage and overtime pay requirements. The final rule also allows employers to count a portion of certain bonuses (and commissions) towards meeting this salary level. The new thresholds account for growth in employee earnings since the prior salary thresholds were set in 2004. In the final rule, the DOL:

- Raised the "standard salary level" from the currently enforced level of $455 to $684 per week;
- Raised the total annual compensation level for "highly compensated employees (HCE)" from $100,000 to $107,432 per year;
- Allowed employers to use nondiscretionary bonuses and incentive payments (including commissions) that are paid at least annually to satisfy up to 10 percent of the standard salary level, in recognition of evolving pay practices; and
- Revised the special salary levels for workers in U.S. territories and in the motion picture industry.

By way of background, a 2016 final rule to change the overtime thresholds was enjoined by the U.S. District Court for the Eastern District of Texas on November 22, 2016, and was subsequently invalidated by that court. As of November 6, 2017, the U.S. Court of Appeals for the Fifth Circuit held the appeal in abeyance pending further rulemaking regarding a revised salary threshold. While the appeal is still pending, the DOL presumably will move to dismiss the appeal as moot.

The DOL has abandoned its plans to update automatically the minimum salary and highly compensated levels in the future. Although the final rule does not include any new provisions regarding future increases, the DOL indicated it intended to update the levels more regularly. Any further increases to the levels will, however, require compliance with the Administrative Procedures Act.

The final rule ends a multi-year period of uncertainty for employers as to the salary thresholds for white collar exemptions. Employers now should verify that they are satisfying this new salary threshold for exempt employees prior to the effective date of January 1, 2020.

Welcome New Members!

Leslie Bender
Chief Strategies Officer & General Counsel
BCA Financial Services, Inc.

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Senior Corporate Counsel
Chewy.com

Salvador Escalon
Executive VP and General Counsel
Millicom International

Teresa de Torres
Senior Counsel
Millicom International

Anna Karina De Windt
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Sandy Pineda
In-House Counsel
King Jesus Ministries

Karen Salas-Morales
VP Legal, Latin America
Millicom International

Carlos Townsend Pico
Counsel
Airbnb, Inc.

ACC South Florida Upcoming Events

November 16	December 5	December 11	January 2020	January 28, 2020
Community Service Event – Dania Beach Patch Gardening	Palm Beach Holiday Party Hosted by DLA Piper	Miami-Dade Holiday Party Hosted by Cozen O'Connor	Pro Bono Event Hosted by Nelson Mullins	Social Event Hosted by Bilzin Sumberg

Past Events

Coffee Talk Presented by Jordan Lawrence an Exterro Company

Robert Fowler from Jordan Lawrence, an Exterro company and Joelle Dvir from McDonald Hopkins spoke to our members about the latest in data privacy & cybersecurity compliance including the California Consumer Privacy Act. Thank you also to JM Family Enterprises for hosting our seminar.

Jordan Lawrence™

Wine Tasting Social Presented by Boies Schiller Flexner

BSF | BOIES SCHILLER FLEXNER

Thank you to Boies Schiller Flexner for hosting our members for a delightful and informative wine tasting at the Miami Culinary Institute. We learned about some delicious underrated wines that come at the perfect price point and enjoyed some fun networking.

ACC South Florida's 10th Annual CLE Conference – Legal School of Rock: Staying In-Tune, While In-House

On September 19, ACC South Florida held its 10th Annual CLE Conference at the Marriott Harbor Beach Resort & Spa. With close to 300 participants, it was one of our largest conferences yet! We had a full day of informative and engaging seminars from our sponsors and concluded the evening with a rockin' cocktail hour. Thank you to our sponsors for your continued partnership and our members for helping make this a great success. We look forward to seeing all of you next year!

Coffee Talk Presented by Rumberger Kirk & Caldwell

Nicole Smith, from Rumberger Kirk & Caldwell presented a seminar titled "How to Avoid Expensive ADA Website Accessibility Claims", a timely topic that many of our in-house counsels are currently facing. The session addressed recent cases, breakdown of the Americans with Disabilities Act and covered advice and examples for businesses.

Rumberger
KIRK & CALDWELL

Tenants' Equal Justice Clinic with the Legal Services of Greater Miami

We had the opportunity to volunteer at the Legal Services of Greater Miami's Tenant's Equal Justice Clinic where we assisted low income clients with their legal needs. Thank you to our members and sponsors for joining us as we gave back to our community.

LEGAL SERVICES
OF GREATER MIAMI, INC.

Wynwood Culinary & Art Tour Presented by Gunster

Our members were treated to a private tour as we dined our way through some of Wynwood's popular restaurants and also learned about the street art all around the area. Thank you to Gunster for hosting a great event.

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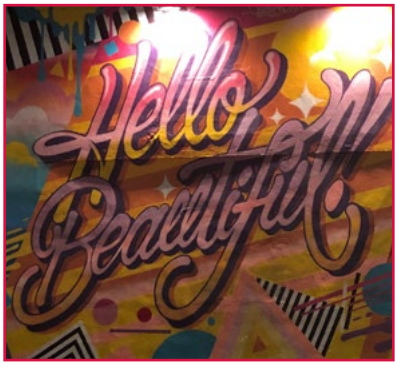

We're Getting SOCIAL!

For the latest photos and details from our events, please be sure to follow ACC South Florida Chapter on Instagram and Facebook. On LinkedIn, join our group page exclusively for members. In addition, we are excited to now have a public ACC South Florida Chapter page for interaction with our sponsors, respective companies and everyone. On all of our social media platforms, feel free to tag ACC South Florida Chapter on your posts and hashtag #accsouthfl.

You can find updates, event information and more at:

accsouthflorida

@accsouthflorida

ACC South Florida Chapter

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Chief Legal Officer, Dental Whale

Communications Co-Chair
Simonne Lawrence
Deputy General Counsel and VP, Compliance, Envision Pharmaceutical Holdings

Communications Co-Chair
Joanne Dautruche
Associate Counsel, ChenMed

Community Outreach Chair
Sharaine Sibblies
Associate General Counsel, JM Family Enterprises, Inc.

Membership Co-Chair
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Associate General Counsel, Deutsche Post DHL

Membership Co-Chair
Daniela Rost
General Counsel, Felman Trading Americas

Membership Engagement Chair
Matthew Cowan
Director, Assistant General Counsel, Office Depot

Board of Directors

Joshua Forman
General Counsel & Chief Compliance Officer, GlobeNet

Peter Levine
Associate General Counsel, WoundTech

Robert D'Amore
Senior Counsel, Attorneys Title Insurance Fund, Inc.

Executive Director
Christina Kim

ACC Association of Corporate Counsel
SOUTH FLORIDA

Christina Kim
Executive Director

Executive Director Note

Dear Members,

Christina & Family at Churchtown Dairy in Hudson, NY

I view Fall as a time of transition, whether it is the changing of seasons (rainy to not-so-rainy here in Florida!), moving up to new grades in school, election time, or just the subtle shift where we start getting ready for the end of the year. ACC South Florida too has been transitioning, and it's always an exciting time of year for us. Our new President, Jessica Rivera starts her two-year term, we have two new Board Members (welcome Eric Masson & Joanne Dautruche!) and we are gearing up for a new sponsorship season. Our Board is roaring to go with new ideas and initiatives, many which are a direct response to the survey responses our members have provided so stay tuned!

I also want to take this time to THANK ALL OF YOU for making our 10th Annual CLE Conference a huge success! It was one of our largest conferences ever and none of it would have been possible without the support of our sponsors and CLE conference committee. I hope many of you enjoyed the day of programming and had valuable time to network with your fellow in-house counsels. We look forward to the 11th Annual Conference in 2020!

Christina Y. Kim
Executive Director, ACC South Florida