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FOCUS

President's Message

Justin Carlson

A warm greeting to all our ACC South Florida members. The school year is ending, and the long, humid days of summer await. This is a quiet time of year for our chapter, when we are light on programming so that families can enjoy some deserved downtime together and hopefully be able to get in a bit of travel.

A couple of summers ago I was able to do just that and would like to share a bit of the experience and tradition with you. Those who know me will know that I am vocal about my Hispanic heritage and am involved in affinity groups, including serving as president of the Hispanic National Bar Foundation. Those who don't know me may wonder how that is, given my last name. Carlson is a Swedish surname, and in the summer of 2023, I travelled with my family to explore my father's roots in Scandinavia.

Our trip coincided with the celebration of Midsummer. This holiday is not unique to Sweden or even Scandinavia but rather is a celebration of summer which takes place on or near the date of the solstice in the Northern Hemisphere. It is one of Sweden's most important traditions, which involves raising and dancing around a maypole and also placing greenery over houses, boats, cars and other dwellings and vehicles to bring good fortune and health. People wear wreaths of flowers in their hair, and the attire is white or floral.

My father and I were sadly too far removed from our Swedish origins to

know the various songs and dances, though he made a valiant effort with some of the locals to save the maypole when it cracked under its own weight and fell. The dancing continued under a much shorter, but still very effective maypole until a very late twilight (it never got full dark).

Many other cultures celebrate midsummer with bonfires, parades, and special dress. The traditions are so strong that the Europeans even translated it to the Southern Hemisphere, where Brazil celebrates the Festa Junina despite it being winter in most of the country. This year's Swedish midsummer celebration (which actually takes place on the eve of the solstice) will be June 20.

The best part of being multicultural, either in your own family or among your friends and colleagues, is that you can participate in many different celebrations and traditions. In a membership as diverse as our chapter's, I hope you are all able to celebrate and enjoy the summer in as many ways as possible.

This will be my penultimate note to you as chapter president. But there are still a lot of great events taking place in the last few months of my term. We just finished a wonderful Progressive Dinner in downtown Miami, hosted by three of our fabulous sponsors: Shook, Hardy & Bacon LLP, DLA Piper and Carlton Fields. We have our annual women's event, hosted by Fisher Phillips and organized in conjunction with our friends at the South Florida



Women's In-House Group, on July 24.

We are excited to continue our community service initiatives by supporting the Legal Services of Greater Miami at their Advanced Directives Clinic on August 26. And of course, we have our 15th annual CLE Conference on Friday, September 5 at the Seminole Hard Rock Casino. The theme will be "Anchors Away: Charting the Course for In-House Counsel". So, find your best sailor suit or captain's hat and mark your calendar!

I plan to embrace the theme of our CLE conference throughout this summer and hope to see some of you at sea around South Florida. Best wishes for a happy and safe summer, and let's knock on the maypole wood for a quiet tropical weather season.

RIP Chevron Deference, June 2024: The Return of the Constitutional Systems of Checks and Balances in Federal Regulation

By Katherine R. English and Irene Kennedy Quincey, Pavese Law Firm

General counsels oversee the applications and compliance for the federal permits and licenses authorizing their companies' businesses. A recent Supreme Court decision may drive rule changes by the agencies that issue those authorizations and uncertainty for applicants and permit holders.

In June of 2024, the United States Supreme Court overturned its longstanding “Chevron” doctrine when it announced its decision in *Loper Bright Enterprises v. Raimondo*, 603 US 369 (2024). In *Loper Bright*, the Court granted certiorari to hear arguments solely on the question of whether the deference standard announced *Chevron U. S. A. Inc. v. Natural Resources Defense Council, Inc.*, 467 U. S. 837, should be overruled or clarified. It decided on the former. The *Chevron* doctrine required courts, with some exceptions, to defer to an agency’s interpretation of a statute that the agency administered. The result of the *Chevron* doctrine has been that courts resolved disputes between the regulating agency and the regulated in favor of the agency so long as the agency statutory interpretation was permissible even if the court did not agree with the agency’s reading of the statute.

In *Loper Bright*, the Court stated that the Federal Administrative Procedure Act requires courts to exercise their independent judgment in deciding whether an agency has acted within its statutory authority, and that courts may not defer to an agency interpretation of the law simply because a statute is ambiguous. The Court, in dicta, was direct in its assessment that, under *Chevron*, the courts failed to meet their constitutional charge of interpreting the law and equally direct that Congress was failing to meet its charge to legislate by adopting clear and unambiguous law and instead relying on the agencies, as part of the executive branch, to sort out the ambiguities through the development of regulations.

The decision in *Loper Bright* to overturn *Chevron*’s deference to agency interpreta-

tion of ambiguous statutes, indicates a return to a more traditional division of powers in accordance with the United States Constitution. This decision posits that it is still the job of the legislative branch to pass laws, the job of the executive branch to enforce those laws, and the job of the judicial branch to interpret those laws with the expectation that each branch will vigorously pursue its Constitutional directive.

There are two examples of how the Court’s decision in *Loper Bright* is beginning to play out as agencies grapple with the loss of deference and the requirement to comply with the limits of jurisdiction set forth in statute under the current administration. In March, the United States Environmental Protection Agency (EPA) and the United States Army Corps of Engineers announced new guidance and a future rulemaking effort to clarify the definition of Waters of the United States with language consistent with the Court’s decisions on the limits of Waters of the United States set forth in *Rapanos v. United States*, 547 U.S. 715 (2006) and *Sackett v. EPA*, 598 U.S. 651 (2023). In April, the U.S. Fish and Wildlife Service and the National Marine Fisheries Service published notice of their proposal to rescind habitat modification from the regulatory definition of “harm” in the Endangered Species Act regulations because that language exceeds meaning of “take” based set forth in the Act.

On March 12, 2025, U.S. Environmental Protection Agency Administrator Lee Zeldin announced a collaborative effort with the United States Army Corps of Engineers to revise the 2023 definition of “waters of the United States” (WOTUS) with the intention of effectively addressing the uncertainty and risk that the regulated community faces when trying to understand and apply the present definition of WOTUS to their properties. Whether a waterbody is a WOTUS is the key determinant of whether and

activity is subject to the requirements of Clean Water Act that regulate discharges to water bodies. If the water is not a WOTUS, the activity may be subject to state regulation, but not federal regulations and the associated permitting processes which can be lengthy and expensive.

During listening sessions held in April and May, EPA staff explained that the goal is to craft and adopt a clear, simple, durable definition of WOTUS for the regulated community that complies with the existing statutes and case law. Staff emphasized that the new definition of WOTUS will be guided by the Supreme Court’s rulings in *Rapanos* and *Sackett II v. EPA* to encompass only traditional navigable waters, the relatively permanent, standing or continuously flowing bodies of water forming streams, oceans, rivers and lakes, and those wetlands that have a continuous surface connection to waterbodies that are “WOTUS” in their own right. EPA specifically asked for input to define:

- The scope of “relatively permanent” waters and to which waters this phrase applies; and
- The scope of “continuous surface connection” and to which connections this phrase applies; and
- The scope of jurisdictional ditches.

The agencies are seeking the information they need to develop a definition of WOTUS that can withstand judicial scrutiny for compliance with the statutory authorization set forth in the Clean Water Act in a post *Chevron* environment.

On April 17, 2025, the United States Fish and Wildlife Service and the National Marine Fisheries Service proposed to rescind the regulatory definition of “harm” set forth in the Endangered Species Act (ESA or the Act) regulations adopted by the Services. The notice states that the

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Services' existing regulatory definition of "harm" includes, among other things, habitat modification. The agencies go on to state that the reason for the change is that their adopted regulatory definition of "harm" exceeds the statutory definition of "harm", which is limited to "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." The Services' notice indicates that the revised regulatory definition of "take" will instead comply with a more traditional concept of direct action against a listed species set forth in the statute rather than the more expansive concepts generated in the court cases under the *Chevron* doctrine.

Much of the early analysis in the wake of *Loper Bright* suggested that overturning the *Chevron* deference standard would make it easier for the regulated community to successfully challenge enforcement action. Based on the current trend in federal rulemaking in the environmental sector, it appears the environmental agencies are taking condign action,

reviewing regulatory definitions that have generated significant controversy and litigation over the years under a different judicial standard, to adopt more limited definitions in accordance with *Loper Bright*. These federal actions may indicate a future with less federal involvement for the regulated community; in the near term, it indicates a far greater likelihood of more litigation by advocacy groups seeking to protect resources and species in accordance with the more expansive regulatory regime the previous review standard afforded them.

A note to the reader: This article is intended to provide general information and is not intended to be a substitute for competent legal advice.

Competent legal counsel should be consulted if you have questions regarding compliance with the law.

Authors:

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Katherine English is a



partner in Fort Myers focusing on agricultural, environmental and land use law. She helps secure and protect entitlements for larger properties to preserve their value and productivity. Her practice includes representing clients before state and federal agencies on water supply, permitting, and environmental compliance.

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Covering the Competition: Florida Legislature Expands Noncompete and Garden Leave Agreements – What Businesses Need to Know About the CHOICE Act

By Kristin Ahr, Nelson Mullins

On April 24, 2025, the Florida Legislature passed the "Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act", a significant measure enacted to bolster legal protections for noncompetition provisions in certain "covered" employment and independent contractor agreements within the state. Officially titled Part II of Chapter 542, the CHOICE Act spans Florida Statutes sections 542.41-542.45 and aims to foster economic growth, safeguard confidential information, and encourage business investments in Florida. If signed by Governor DeSantis, the CHOICE Act would take effect on July 1, 2025.

Legislative Intent

The Legislature established the CHOICE Act with the understanding that robust

legal protections are crucial for optimal information sharing and development in employment or independent contractor settings. One of the primary goals of the CHOICE Act is to encourage innovation and investment within Florida. By providing a secure legal framework for enforceable, presumptively valid, businesses are more likely to invest in developing new technologies, training programs, and expanding their operations. This, in turn, leads to economic growth and the creation of new job opportunities for residents.

Existing Agreements and Law Not Impacted

The CHOICE Act's provisions are in addition to and do not replace or eliminate existing law under Florida statutes section 542.335 and governing

case law. Any agreement with a noncompete provision not within the CHOICE Act's definition of a covered agreement will continue to be interpreted under existing law.

Key Definitions

To understand the application of the new law, the CHOICE Act provides definitions for several key, repeated terms. Some of these terms include:

- **Annual Mean Wage:** The average wage paid to employees over the course of a year.
- **Benefit:** Any form of compensation or advantage provided to employees outside of their regular salary.

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- **Covered Employee:** Individuals (employees or independent contractors) who earn or are “reasonably expected to earn” a salary more than twice the annual mean wage of the Florida county where either the covered employer has its principal place of business or where the covered employee resides (if the covered employer’s principal place of business is outside the state). A covered employee does not have to be a Florida resident, so long as the employer is a Florida-based employer.
- **Covered Employer:** Entities or individuals who employ or engage a covered employee.
- **Covered Agreements:** Covered garden leave or noncompete agreements with either a covered employee whose primary place of work is Florida (regardless of any choice of law provision) or a covered employer whose principal place of business is in Florida and the agreement identifies Florida law in its choice of law provision.
- **Notice Period:** The time frame within which an employee or employer must provide notice of termination or resignation.
- **Salary:** The regular monetary compensation paid to an employee for their services. Notably, salary does not include discretionary incentives or awards and anticipated but undeterminable compensation such as bonuses, tips, and commissions, among other excluded items.

Covered Garden Leave Agreements

The CHOICE Act includes specific provisions related to covered garden leave agreements. A garden leave refers to the period during which an employee is still employed and paid salary and benefits by their employer but is not actively engaged in work duties. Under a covered garden leave agreement, the covered employer and covered employee must provide one another with up to four years of advance notice before terminating the relationship. This period is referred to as the “notice period.” During the notice

period, the covered employee agrees not to resign their employment, and the covered employer agrees to retain the employee and continue paying the same salary and benefits received immediately before the notice period began.

Covered garden leave agreements will be presumptively valid if the following conditions are met:

- The covered employer advises the covered employee in writing of the right to seek legal counsel before signing and provides at least seven days to review the agreement;
- The covered employee acknowledges in writing that they will receive confidential information or customer relationship; and
- The time to provide advance express notice of termination (the notice period) does not exceed four years.

Additional requirements for a covered garden leave agreement include:

- After the first ninety days of the notice period, the covered employee does not have to provide services to the covered employer;
- The covered employee may engage in nonwork activities at any time (without limitation) during the remainder of the notice period;
- The covered employee may, with permission from the covered employer, work for another employer (presumably, a non-competitor) during the notice period; and
- The notice period may be reduced by the covered employer if the covered employer provides at least thirty (30) days’ written, advance notice to the covered employee.

If a covered employee engages in “gross misconduct,” the covered employer may reduce the salary or benefits or take other appropriate measures during the notice period; these acts by the covered employer would not be considered a breach of the covered garden leave agreement. “Gross misconduct” is not defined.

Covered Noncompete Agreements

Noncompete agreements are designed to prevent employees from joining competitors or starting competing businesses immediately after leaving their current employer. These agreements protect trade secrets, proprietary information, and investments made by employers in their workforce – often referred to as legitimate business interests of the employer. The CHOICE Act specifies the criteria for presumptively valid covered noncompete agreements:

- The covered employer advises the covered employee in writing of the right to seek legal counsel before signing and provides at least seven days to review the agreement;
- The covered employee acknowledges in writing that they will receive confidential information or customer relationships;
- The covered employee must agree to not to take a role with another employer where they would provide similar services or use confidential information or customer relationships acquired from the covered employer;
- The noncompete period does not exceed four years; and
- The noncompete period is reduced day for day by any nonworking portion of the notice period, pursuant to a garden leave agreement, if applicable.

While a covered non-compete agreement states that it is enforceable within the geographic area “defined in the agreement,” the act does not specify a geographic boundary or limitation to be enforceable. As written, the CHOICE Act may apply globally.

Presumptive Validity/Mandatory Injunctive Relief

The CHOICE Act creates a presumption of enforceability of covered agreements. The act **requires** a court to issue a preliminary injunction to enjoin a covered employee from violating a covered agreement. If a covered employer seeks injunctive

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relief, the court **must** preliminarily bar any business, entity or individual from engaging the employee during their notice period. In addition to the injunctive relief, a covered employer may recover all available monetary damages, including fees.

A court may **only** modify or dissolve an injunction based on a covered agreement if the covered employee (or subsequent employer) proves by clear and convincing non-confidential evidence that either the new employment will not involve unfair competition (i.e., that the employee will not perform similar work during the restricted period or use confidential information or customer relationships or that the subsequent employer is not engaged in, or preparing to engage in a similar business as the covered employer in the restricted geographic area) or that the covered employer failed to pay the consideration provided for in the covered agreement. The covered employer must have had a reasonable opportunity to cure the non-payment failure. Additionally, and as noted, if a covered employee commits “gross misconduct,” the employer may reduce the salary or benefits without breaching the agreement.

Exclusions

The CHOICE Act does not apply to:

Healthcare practitioners;

Standalone confidentiality or non-solicitation agreements; and

Garden leave and noncompete agreements that do not meet the Act’s requirements. For noncovered or existing noncompete agreements, employers still need to meet the requirements under

existing Florida statutes section 542.335 to enforce a restrictive covenant.

Next Steps and Best Practices for Employers

Before making decisions based on the new legal framework provided by the CHOICE Act, if passed, business leaders should work with counsel to consider all legal and non-legal considerations. Some initial action items include:

Review all existing noncompete agreements and consider revising in accordance with the CHOICE Act, if applicable salary thresholds and other conditions are met, to obtain the presumptive validity and enforcement protections.

Assess all new hires for CHOICE Act applicability and determine whether covered garden leave agreements or covered noncompete agreements are warranted.

Review and adjust hiring protocols to include compliance with the seven-day review period for covered agreements and to determine whether an applicant’s salary will meet the threshold amount to be considered a covered employee.

Review non-covered employees’ employment agreements for maximum enforcement protection under existing law.

As always, an organization must ensure that its confidentiality practices and information protection protocols are secure so that confidential information is designated and treated as such and that all reasonable steps are taken to prevent misappropriation of confidential and proprietary information and trade secrets.

Conclusion

If signed by Governor DeSantis, the CHOICE Act carries several implications for both employers and employees. For employers, the CHOICE Act offers enhanced protection against the loss of critical information and investments, thereby encouraging greater confidence in hiring and training skilled workers. For covered employees, the new law provides clarity and security in their employment agreements, ensuring that certain rights are protected when entering covered noncompete or garden leave agreements. As Florida’s economy continues to grow and develop, the CHOICE Act is intended to play a pivotal role in, among other things, shaping the future of employment relations and investment in Florida industry.

Author:

Kristin Ahr

Kristin has practiced law in Florida for 30 years, representing local, national, and international clients in employment litigation, compliance matters, and business disputes in court, before government agencies, and through alternative dispute resolution. With extensive experience in employment law, Kristin delivers practical, innovative solutions through tailored litigation strategy, proactive counseling, and effective negotiation. Kristin regularly drafts, interprets, and litigates restrictive covenant agreements (non-competition, non-solicitation, non-disclosure) and advises clients on employee mobility, the protection of trade secrets, and confidential business information.



A promotional banner for the ACC Annual Meeting 2025. On the left, large stylized text reads "A/125" with "ACC ANNUAL MEETING" and "OCTOBER 19-22, 2025 PHILADELPHIA" below it. On the right, a photograph shows four people (three women and one man) seated on a stage in a panel discussion format. The background of the photo includes the text "Association of Corporate Counsel". At the bottom, a green banner contains the text "The largest global gathering of in-house professionals".

President Trump's Digital Asset Executive Order

By David M. Seifer and Douglas K. Aguililla, Bilzin Sumberg

The Order establishes a working group composed of, among others, the Treasury Secretary, Commerce Secretary, Homeland Security Secretary, Attorney General and SEC and CFTC Chairs to identify all governmental regulations affecting digital assets, submit recommendations regarding how such regulations should be modified or rescind and submit a report to the President recommending regulatory and legislative proposals that advance the administration's regulatory goals. The results of the working group are sure to lead to significant changes in the current cryptocurrency regulatory regime.

Notably, the Order is silent as to whether digital assets should be classified as "investment contracts" or otherwise as "securities" (and thereby regulated under the securities laws), but the working group is expected to suggest a regulatory framework whereby digital assets will be judged. Clarity on this point will be key for entrepreneurs and businesses in the digital asset space and investors alike.

The Order takes a strong stance against Central Bank Digital Currencies ("CBDCs"), by prohibiting agencies from actions related to establishing or promoting CBDCs. CBDCs have been criticized for privacy concerns as well as the centralized control the establishment of such a currency gives government actors in people's daily lives. This decision sets the U.S. apart from many other nations actively exploring CBDCs. CBDCs have been launched in the Bahamas, Jamaica and Nigeria, and their launch is currently being explored by, among others, China and Russia.

Cryptocurrencies backed by the U.S. Dollar, however, are not being shunned, as the Order throws its weight behind the growth of stablecoins (i.e. cryptocurrency pegged to and backed by fiat currency) and asks the working group to establish a regulatory framework around this class of digital asset. This development could inject a new level of stability and credibility into the often volatile crypto market.

The Order rescinds certain executive orders and directives issued under the Biden administration, including notably the SEC's Staff Accounting Bulletin 121. The repeal of SAB 121 will ease the regulatory burdens and capital requirements on those who provide custody or other services to crypto assets making it easier for crypto wallets and crypto exchanges to operate.

As we navigate this new era of crypto regulation, it is clear that the digital asset landscape is evolving rapidly.

The opportunities presented by the Order could be transformative. Whether you're an investor eyeing the next big crypto opportunity or an entrepreneur or business looking to leverage blockchain technology, keeping a close watch on the developments arising from the Order will be crucial for success in the dynamic world of digital assets.

Authors:

Douglas K. Aguililla

As part of the Corporate & Finance Group, Douglas works with clients across a range of industries on governance, securities, joint venture, and fund formation



matters. This experience includes advising public companies, from various industries, on public financing, SEC reporting compliance, and capital raises. He has also represented lenders, borrowers, and public companies in high-yield, credit, debt, and equity securities transactions. As part of his joint venture work, he advises sponsors on capital raises with other parties and on the optimum entity structuring to achieve client goals.

David M. Seifer

With over 25 years of experience serving as trusted counsel to his clients, David Seifer has shepherded businesses of all sizes through a wide range of strategic business and corporate matters, earning him the reputation of "the business person's lawyer". His diverse corporate practice - representing start-ups, emerging and development-stage business enterprises and entrepreneurs, and mature public and private companies - allows him to effectively advise clients at all stages of their businesses. His practice's focus includes securities offerings, corporate governance, periodic securities reporting and compliance, mergers and acquisitions, corporate law, and general contract negotiations, spanning industries such as life sciences, medical devices, diagnostics and pharmaceuticals, technology, blockchain and distributed ledger, and banking and financial institutions.



ANCHORS AWAY

Charting the Course for In-House Counsel

September 5, 2025
Seminole Hard Rock Hotel & Casino | Hollywood, Florida

ACC Association of Corporate Counsel SOUTH FLORIDA

Bilzin Sumberg

EVENT PHOTOS

CLE + Pickleball – Presented by Squire Patton Boggs



Broward Legal Aid - Pro Bono Clinic



Curling – Presented by Fisher Phillips

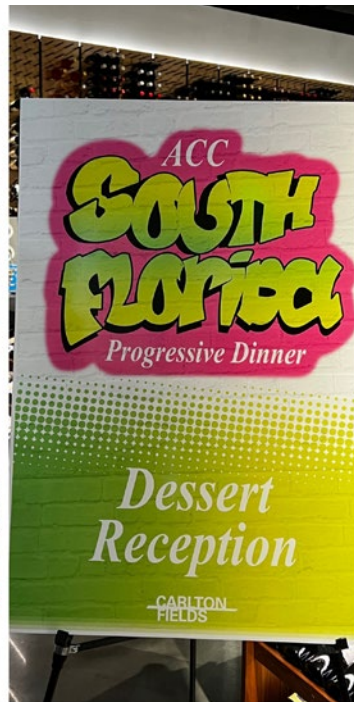




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Miami-Dade Progressive Dinner – Presented by Shook, Hardy & Bacon LLP, DLA Piper, Carlton Fields



We're Getting SOCIAL!

You can find updates, event information and more at:



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ACC South Florida Chapter

Legal Services of Greater Miami – Advanced Directives Clinic



Welcome New Members!

Yesenia Alfonso

Federal Express Corporation - LAC

Edward Almeida

MasTec, Inc.

Martin Arauz

Hard Rock International

Lindsey Burdick

The Hertz Corporation

Erin Curran

JM&A Group

Daniela De Faria

Embraer

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NextEra Energy, Inc.

Dominique Forrest

Chewy, Inc.

Sheri Fream

Zelis

Alicia Golding

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Anywhere Real Estate

Matias Hercovich

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Binhak, PLLC
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Miami-Dade Progressive Dinner

Shook Hardy and Bacon, LLP
(Premier)
DLA Piper (Dinner)
Carlton Fields (Dessert)

Social Event

FTI Consulting

GC/CLO Dinner

Shook, Hardy and Bacon, LLP
Carlton Fields

Social Event + CLE

DLA Piper
Squire Patton Boggs

Mini MBA

Foley & Lardner

Women's Event

Fisher Phillips

Holiday Party

Barnes & Thornburg (Palm Beach)
Cozen O'Connor (Miami)

Newsletter Article

Barnes & Thornburg
Pavese Law Firm

ACC South Florida Upcoming Events

JULY

JULY 24

Women's Event
Presented by Fisher Phillips

AUGUST

AUGUST 26

Legal Services of
Greater Miami Advanced
Directives Clinic

SEPTEMBER

SEPTEMBER 5
SAVE THE DATE!
15th Annual CLE
Conference

at the Seminole Hard
Rock Hotel & Casino

SEPTEMBER 25
Social Event
Presented by Nelson
Mullins

OCTOBER

OCTOBER 10
Mini MBA

Presented by Foley &
Lardner

WEEK OF OCTOBER 13
Social Event
Presented by Gunster

OCTOBER 19-22
ACC National
Conference
in Philadelphia, PA

NOVEMBER

NOVEMBER 4
CLE + Social Event
Presented by DLA Piper

NOVEMBER 15
Palm Beach Food Bank
Volunteer Event

DECEMBER

DECEMBER 3
Palm Beach Holiday Party
Presented by Barnes &
Thornburg LLP

DECEMBER 11
Miami Dade Holiday Party
Presented by Cozen
O'Connor

Be on the lookout for calendar updates!

Chapter Leadership

President

Justin Carlson

Chief Legal Officer & General Counsel - Velocity

Immediate Past President

Aline Drucker

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Executive Director

Christina Kim

Christina Kim
Executive Director

Executive Director Note

Dear Members,

In April, I celebrated 10 years as Executive Director of ACC South Florida. When I first stepped into this role in 2015, I could not have imagined the journey ahead. Together, we have navigated challenges, embraced innovation, and expanded our reach and impact in the corporate counsel community. I've had the privilege of working alongside so many amazing individuals – members, sponsors, board members, staff at ACC. Each of you contributing your time, expertise, and ideas to always make ACC South Florida bigger and better.

I know this sounds like a parting letter, but rest assured, it is not! It is a letter of thanks - thank you for trust and support – I look forward to continuing this journey with all of you.

Sincerely,

Christina Y. Kim

Executive Director, ACC South Florida



Christina Kim & Family in Martinique