Inside Q1 2022

ACC Association of Corporate Counsel
SOUTH FLORIDA

FOCUS

President's Letter

Aline V. Drucker

My father was born in Ukraine. I travelled there as a child, living in the Soviet Union at the time, and having grown up in St. Petersburg, Russia (or Leningrad as it was known in Soviet times). Ukraine was part of the Soviet Union and it was all considered one country so that Soviet citizens could travel to Ukraine relatively freely, whereas they were not allowed to leave the borders of the Soviet Union without special permission from the regime. After all, who in their right mind would want to leave the utopian paradise of communism and socialism that the Soviet citizenry was zealously building together, under the literal and figurative flogging by a totalitarian dictatorship? File that under #sarcasm.

This prologue undoubtedly makes you wonder about my thoughts on the raging war against Ukraine and the largest military conflict that broke out in Europe since World War II. When Russia unilaterally invaded its neighbor, without warning, citing concerns over its potential for joining NATO, despite the fact that Russia already borders at least 3 other countries who were all NATO members prior to this *de facto* declaration of war, could I – a Russian-born – justify any of this madness and intentional cruelty? And that is what we lawyers call a "leading" question. Perhaps that gives you some indication of my personal views because this unspeakably horrific attack is, indeed, quite personal for me.

Which brings me to my central and most steadfast truth that I want to share with you. The ACC, as an organization of attorneys, is so very vital and relevant and important, not just to me, but to countless others in our community and around with world. The reason for that is the very foundation from which our organization emerged and what it stands for – the rule of law, the strive towards and the promotion of justice, and the desire of people of all backgrounds to share a common purpose. We, as attorneys, can often get jaded and miss the larger messages amongst the myriad of daily responsibilities and tasks. That larger message has never been more clear to me than ever before – our membership, our programming, our sponsors, are all united in advocating for the rule of law, for there to be restraints on unjustified actions, and concrete consequences for unjustified aggression and violation of the laws we already agreed upon and live by, day-by-day.

Our mission at the ACC and our programs, have never been more important and more needed so that we get to be a part of justice being done, and continue to unequivocally insist that the rule of law be paramount and held above all else. Whether it is finding competent and resourceful outside counsel, bouncing off ideas with other in-house counsel, or just having some good old fashioned cocktails and conversations, it is institutions like the ACC that are the answer and the antithesis to chaos, violence and brutality. We stand at the precipice and we insist on civilization.

I am enormously proud of the upcoming programming we have for all our South Florida members for the rest of 2022. We have been able to bring back our extremely popular Progressive Dinners, after a three year hiatus, when the Covid-19 pandemic prevented us from having these in-person dinners. The Miami-Dade Progressive Dinner took place in March in Downtown Miami and our upcoming Progressive Dinner in Palm Beach County is slated to take place in May so look out for ACC invites in your inboxes and check our calendar of events. In addition, we will continue to have in person CLE and social programming throughout Miami-Dade, Broward and Palm Beach Counties. I am so looking forward to seeing many of you there, both old friends and newcomers alike. Take good care of yourselves and take good care of each other. The world needs us now, in more ways than this short essay can convey.

Call or Text, it's Your Liability

By Alexis Buese, Gunster

For many businesses, the fear of running afoul of federal anti-solicitation laws like the Telephone Consumer Protection Act ("TCPA") was minimal. The types of sophisticated dialing systems subject to the TCPA were rarely used outside of large-scale call center operations and "outs" like the prior business relationship exception were broad enough to ease even the most troubled minds.

That sense of security was eliminated on July 1, 2021. Effective July 1, 2021, a new law dubbed the Florida Telephone Solicitation Act ("FTSA") - a/k/a, Florida's "Mini-TCPA" – created a private right of action for consumers who receive unwanted calls and text messages. The FTSA applies to businesses even if they are not organized under Florida law and have no physical presence in Florida. The FTSA removed many of the protections businesses rely upon in defending claims under the TCPA and applies to businesses even if they have no physical presence in Florida. Companies that do business in Florida should know about the FTSA, the risks for class action litigation, and incentives to plaintiffs' attorneys to bring suit in Florida. This article provides useful strategies to defend and mitigate the risks of the FTSA.

Like the TCPA, the FTSA prohibits the use of certain automated dialers to call (or text) consumers without their consent and enables consumers to recover $500 per call. Those damages are trebled for willful violations, resulting in a maximum potential liability of $1,500 per call. This level of potential liability can cripple smaller companies that are unaware of the new law or underinsured against exposure.

Unfortunately, the areas where the FTSA departs from the TCPA are largely harmful to businesses. For example, Florida defines an automatic dialer much more broadly than its federal counterpart and, as a result, it covers significantly more dialing systems commonly used by businesses to text or call prospective customers. Florida's new law also requires a consumer to give prior "written consent" before calls or texts can be made, foregoing the TCPA's common law oral rule of consent.

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FLORIDA'S LAW FIRM FOR BUSINESS

The FTSA also requires a clear and conspicuous disclosure authorizing the calls and disclosing that the consumer is not required to give consent to such calls as a condition of buying any property, goods, or services.

The FTSA has other nuances that can create pitfalls for businesses operating in Florida, including:

- Prohibiting the use of techniques to conceal or alter the caller's name or telephone number;
- Removing the "established business relationship" exception found in the TCPA;
- Limiting the number of times a business can call a consumer to three per day; and
- Barring calls to consumers before 8:00 a.m. and after 8:00 p.m. in the consumer's time zone. Significantly, Florida crosses two time zones, Eastern and Central, so businesses should be aware of how this may impact their marketing efforts.

Perhaps the only welcome news involves the types of calls the FTSA regulates. The law self-limits itself to "telephonic sales calls" – a definition that excludes things like debt collection and account servicing calls.

The plaintiffs' bar has wasted no time in seeking to test the limits of the FTSA. More than a hundred complaints have been filed as of the writing of this article, in the six months since the FTSA's passage. And, in particular, one law firm active in prosecuting TCPA claims has filed at least half a dozen class action complaints under the FTSA. Some of these cases are being filed against traditional TCPA defendants – large corporations engaged in expansive marketing campaigns – but many of them are not. Family dental practices, local equipment supply companies, and barbecue restaurants have been swept up in the FTSA's catch-all net. Notably, almost all these cases involve text message campaigns rather than solicitation calls – a break from the norm in many TCPA cases.

Recognizing the confusion created by the FTSA's lack of clarity, last month state legislators introduced House Bill 1095 and Senate Bill 1564, both of which include a few important changes to the FTSA. Both bills seek to clean up the definition of "automated system", alter the requirements for obtaining prior express written consent, and implement the ability to recover prevailing party attorney fees. Senate Bill 1564 closely aligns the FTSA with the TCPA's autodialer definition, closing the door more tightly on class action cases against businesses that send marketing messages from a list of subscribers. House Bill 1095's definition of "automated system" is broader, and may be seen as less favorable to businesses, as it includes click-to-dial systems and systems in "which the caller or any person selects telephone numbers from a list to call." House Bill 1095 also includes precise language and font size/location requirements for obtaining consumer consent.

Given the high risk of FTSA class actions companies should consider this when examining their compliance risks and hiring outside counsel. Virtually any business that contacts consumers using mobile marketing is at risk if doing business in Florida, regardless of industry or location. The fixed statutory damages provided under the FTSA eliminates plaintiff-specific inquiries around causation and damages, tearing down a common defense to class certification.

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Perhaps most critically, the potentially lucrative nature of class-wide FTSA damages awards compared to more modest individual plaintiff damages awards makes class relief a more attractive proposition for the Plaintiffs' Bar.

Depending on your particular business' situation, FTSA claims can escalate from a new compliance nuisance to bet-the-company litigation overnight. Companies should take proactive steps to mitigate the risks posed by the FTSA, such as:

(1) Obtain written consent before a text is sent, use clear disclosures and affirmative checkboxes and consider the use of the double-opt in for text messages;

(2) Update your sign-in procedure to make sure your disclaimer complies with the new requirements in the FTSA disclosures, including that the consumer is entering into an agreement and that no purchase is necessary;

(2) Incorporate FTSA compliance into training for advertising and marketing employees;

(3) Create mechanisms to capture, retain, and recall individual consumers' prior express written consent, including sufficient information to constitute an electronic signature;

(4) Develop systems to recognize and honor opt out requests, including considering the use of help features; and

(5) Consider the incorporation of FTSA compliance into indemnity clauses in contracts when using third-party advertising and marketing services and other vendors.

If accused of violating the FTSA, businesses should immediately consider their strategy to successfully defend against liability. Digital records that prove prior written consent should be identified, preserved and secured. Create a timeline of events that shows when the consumer first made contact with the company, when consent was provided and when consent was withdrawn (if ever). Importantly, retain an attorney who understands the law and litigating these claims.

Author:

Alexis Buese practices in all aspects of commercial litigation, including class action, contract disputes, and real estate and consumer class action litigation. She serves as a co-leader of Gunster's Class Action Defense team. She has broadly defended the consumer products and services industries against the expanding array of class actions that challenge their products, methodologies, and procedures. Her clients include numerous consumer goods manufacturers and retailers, including apparel, furniture, food, vitamin and dietary supplement companies, and e-commerce companies.

A Closer Look at the 2022 ACC CLO Survey: Four Ways to Use Flexible Legal Talent to Stay Nimble, Control Costs, and Preserve the Well-Being of Your Legal Team

By Andy Chagui, Latitude

The annual ACC Chief Legal Officers Survey ("CLO Survey") reveals information about the trends, opportunities, and challenges that lie ahead for CLOs. Three key findings from the 2022 CLO Survey are: (i) CLOs continue to play a pivotal role in the company's leadership, (ii) increasing responsibilities are being placed on CLOs (specifically related to compliance, ESG, ethics, and privacy), and (iii) CLO workload is likely to increase mainly due to higher regulatory enforcement. Given these findings, in particular the expected increased workload, it is not surprising that CLOs expect to have a greater need in 2022 for legal talent, especially attorneys and paralegals.

When a legal department has more in-house work than it can handle (without burning out the team), often the primary go-to solutions are sending the work to a law firm, seeking a law firm secondment, or adding permanent headcount. While these are good solutions in specific cases, there are many circumstances when the use of contract attorneys and paralegals – i.e., flexible legal talent – can be the optimal solution.

In the past, peer-level attorneys and paralegals were not generally available on a flexible basis. Now, however, there are many highly qualified and experienced attorneys and paralegals with Big Law and in-house experience who enjoy working on a contract basis. As a result, many legal departments now routinely rely on flexible legal talent to achieve the types of objectives identified in the CLO Survey, including shortening delivery times, providing more coverage and better service, and improving costs and efficiencies for the legal department – all without overburdening existing staff.

Latitude
FLEXIBLE LEGAL TALENT

Here are four ways to leverage flexible legal talent to help solve legal department challenges:

1. Rethink Traditional Secondments (Your Law Firm Will Likely Thank You)

For more than half a century, corporate legal departments have used seconded law firm employees as a way to solve the department's need for high-caliber, interim attorneys and paralegals to alleviate leaves of absence or sudden increases in legal work. Traditional secondments, however, have long been a pain point for law firms because they cause internal staffing shortages, workflow disruption,

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and lost profits. As a result, many law firms now satisfy their clients' secondment requests in the same way they address their own law firm interim needs – with peer-level contract attorneys and paralegals sourced from a high-end flexible legal talent company.

From a client's perspective, traditional secondments also come with certain disadvantages as attorneys made available by law firms are usually junior attorneys and almost never have experience working in-house, which limits the secondee's near-term effectiveness and requires the legal department to train the secondee to practice law in a new way. Also, even when a secondee is provided by a law firm at a steep discount, law firm resources are typically much more costly to a legal department than comparable alternatives. As a result, CLOs are increasingly relying on flexible legal talent when they need team members who can quickly and cost-effectively start working and fit in with the existing in-house team.

2. Consider Remote Professionals

Not surprisingly, there are a ton of talented legal professionals who would prefer to spend their time doing legal work rather than commuting several hours each day. Results from last year's annual Blickstein Group Law Department Operations Survey showed that 91 percent of the respondents said their team's ability to deliver work product was not diminished due to COVID-19/Work-From-Home. CLOs who are open to attorneys, paralegals, and other flexible legal talent working remotely will benefit from a larger pool of candidates in their desired practice areas, as well as cost-savings based upon the lower market rates in various areas of the country.

3. Be Creative

The last two years have taught us that legal teams must be able to adapt quickly to changing conditions and must always be looking for ways to improve delivery models. Flexible legal talent can be an effective solution. CLOs now can easily augment teams with individuals with extensive experience in sophisticated practice areas like corporate M&A, securities, labor and employment, regulatory compliance, data privacy & cybersecurity, and commercial contracts, to name a few. In addition to covering for leaves of absence or surges in workload, flexible legal talent can be used to provide immediate assistance when an internal hire is expected to take several months, to establish the need for a new permanent position, to demonstrate the viability of a pilot project, or when there is an interest in "test driving" a candidate before committing to a permanent hire.

4. Promote Team Well-Being to Reduce Burnout and Attrition

Few things cause more stress to a CLO than losing a key member of the legal team when the team is already overburdened – especially when the added stress on the team may trigger burnout and additional departures. Many CLOs are proactive about utilizing flexible legal talent to stay ahead of these situations. Bringing on an experienced corporate attorney to provide additional support for a complex transaction with a tight deadline, for example, can help lighten the load for the team and alleviate stress. While flexible legal talent can be called in quickly to minimize a disruption in workflow from burnout-induced employee departures, it can also provide relief to the team before burnout sets in.

Author:

Andy Chagui is a Partner at Latitude, a national flexible legal talent company that specializes in providing attorneys and paralegals with Big Law and in-house experience to corporate legal departments and law firms on a contract (or permanent) basis. A native Floridian, Andy founded and leads the company's Miami office. Prior to joining Latitude, Andy was a Shareholder at AmLaw 200 firm Carlton Fields in Miami, where he represented major financial services companies in complex federal and state court litigation throughout the United States. He earned his J.D. from the University of Southern California's Gould School of Law and his B.A. from Vanderbilt University. Contact Andy at achagui@latitudelegal.com.

ACC South Florida Upcoming Events

MARCH

March 31
Brewery Tour at Nobo Brewing Company
presented by FordHarrison

APRIL

April 12
Social Event
presented by Littler

Date TBD
Cocktail Talk CLE Seminar
presented by Fisher Phillips

Every Tuesday of the month
Broward Legal Aid Hotline

MAY

May 12
Palm Beach Progressive Dinner
presented by Shutts & Bowen, Akerman and Ford Harrison

Date TBD
Women's Self Defense Class
presented by Jackson Lewis

June

Date TBD
Coffee Talk CLE Seminar
presented by Rumberger

New Lawsuits Target Cryptocurrency Companies and Their Celebrity Endorsers

By Philip R. Stein, Bilzin Sumberg

We highlighted in **a recent post** regulators' clear intentions to bring greater order to the cryptocurrency industry this year. The last three weeks have demonstrated that private litigants are not waiting on regulators to rein in alleged bad actors in the crypto marketplace, however. Two new high-profile lawsuits are taking aim at what plaintiffs call fraudulent activity in this booming industry.

First, alleging that a publicly-traded cryptocurrency company's "platform is a house of cards, built on false promises and factually impossible representations that were specifically designed to take advantage of the cryptocurrency craze, to the direct detriment of any ordinary investor," attorneys filed a putative class action on Christmas Eve against Voyager Digital Ltd. and its subsidiary, Voyager Digital LLC.

The pleading claims that the Voyager companies made false representations, including allegedly spurious statements that their cryptocurrency platform is "100% commission-free" and that customers will receive the best possible price on their crypto trades. As a result, according to the complaint, the defendants have reaped billions of dollars in new revenue from persons with little or no investing experience.

The complaint also asserts that Voyager failed to disclose that it intentionally set the price on its platform high enough to collect "exorbitant hidden commissions" on each cryptocurrency trade, and that the price of trading was, in fact, more expensive than trades on other platforms.

Mark Cuban, owner of the NBA's Dallas Mavericks, is a major stakeholder in Voyager. The complaint alleges that he made comments at a press conference in which he specifically targeted unsophisticated investors "with false and misleading promises of reaping large profits in the cryptocurrency market."

Counsel for plaintiffs suing the Voyager defendants intend to represent both a nationwide class and a separate Florida class. The putative nationwide class will claim that Voyager violated the New Jersey Consumer Fraud Act, and is also liable for unjust enrichment. The Florida class, which will allege violations of the Florida Deceptive and Unfair Trade Practices Act, would consist of people who used the trading platform to place cryptocurrency investment orders. The lawsuit is pending in the Southern District of Florida.

Meanwhile, in a separate class action filed earlier this month in the Central District of California, Kim Kardashian and boxer Floyd Mayweather face allegations that they misled investors when promoting a little-known cryptocurrency called EthereumMax to their millions of social media followers. That class action accuses EthereumMax and its celebrity promoters of artificially inflating the price of the token by making "false or misleading statements" in social media posts.

An Instagram post by Kardashian last year promoted the EthereumMax cryptocurrency, allegedly spurring a substantial amount of investment activity by unwary investors. "Are you guys into crypto????" Kardashian wrote. "This is not financial advice but sharing what my friends just told me about the Ethereum Max token!" Kardashian proceeded to lavish praise on this new currency.

Mayweather endorsed the token in his boxing match with YouTube star Logan Paul. EthereumMax was, in fact accepted as payment for tickets to the event, a move the lawsuit contends led to significant upticks in trading volumes. Mayweather also allegedly touted EthereumMax at a major bitcoin conference in Miami, and is said to have done so without disclosing that he was being compensated for his statements about the token.

The lawsuit claims that the named plaintiff, a New York resident, and other investors who purchased EthereumMax tokens between May 14, 2021, and June 17, 2021, suffered losses as a result of the celebrities' conduct. EthereumMax has lost around 97% of its value since early June, leading to allegations that it is a "scam," and/or a "pump and dump" scheme.

EthereumMax "has no connection" to ether, the second-largest cryptocurrency, the lawsuit states. The suit indicates that the company's name may be an effort to mislead investors into believing incorrectly that the token is part of the Ethereum network.

Whatever the merits of these and other recent legal actions prove to be, there can be little question that crypto companies – and their promoters – do not simply need to be attuned to anticipated new regulatory edicts and scrutiny. They must also be wary of lawsuits alleging misrepresentations of value and overstatements of likely returns on investment. In that respect, the cryptocurrency "Wild West" is only getting wilder.

Author:

Philip R. Stein, Practice Group Leader of Bilzin Sumberg's Litigation Group, focuses his practice on complex commercial litigation and heads the firm's Homebuilder, Financial Services, and Data Security teams. He regularly acts as lead counsel to mortgage companies, financial services companies, and large national homebuilders on a broad range of issues of importance to companies in those industries. Phil is particularly experienced in litigation involving financial fraud, other business torts, and consumer product claims; corporate governance; trade secrets; class action defense, and professional liability issues. He has successfully represented both plaintiffs and defendants in trials, appeals, and arbitration proceedings.

FAQs About Employment Arbitration Agreements Under the "Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act"

By Michael A. Holt, Fisher Phillips

On February 10, 2022, Congress passed the "Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021" (the Act) with strong bipartisan support. The Act would amend the Federal Arbitration Act (FAA) to prohibit employers from enforcing arbitration agreements for sexual harassment or assault disputes. The Act would also invalidate certain class-action waivers, meaning employees can bring covered claims individually or on behalf of a class in court even if the employee has signed an arbitration agreement. The bill will be sent to President Biden, who has already pledged to sign it, and will likely become law. What does this mean for employers? Here are a few FAQs to help guide employers in dealing with the practical effects of the new law.

Does the Act apply to existing arbitration agreements?

Yes. The Act specifically states that any "predispute arbitration agreement" will be enforceable with respect to any case filed under federal, state, or tribal law that relates to a sexual assault or harassment dispute. "Predispute arbitration agreement" is defined to mean exactly what it suggests: "any agreement to arbitrate a dispute that had not yet arisen at the time of the making of the agreement." Notably however, the Act does not apply to agreements to arbitrate once a claim has arisen, meaning parties can still agree to arbitrate claims after the arise if the parties wish to do so.

What types of claims are covered?

The Act species that it applies to "sexual assault disputes" and "sexual harassment disputes" and provides a definition for each of those terms.

Sexual Assault Disputes

The Act defines "sexual assault disputes" to mean disputes "involving a nonconsensual sexual act or sexual contact" as defined under federal, state, or tribal law, including when the victim lacks capacity to consent.

Sexual Harassment Disputes

"Sexual harassment disputes" are defined to mean disputes "relating to conduct that is alleged to constitute sexual harassment" under federal, state, or tribal law.

Retaliation Claims

Because the Act does not expressly include retaliation claims, employers may argue that those claims are not covered and therefore may be arbitrable. Employees, on the other hand, are likely to argue that retaliation claims "relate to conduct that is alleged to constitute sexual harassment" and therefore fall within the Act's definition of Sexual Harassment Disputes. Courts will likely need to resolve this issue when it arises. However, as a practical matter, if an employee alleges both harassment and retaliation, arbitrating the retaliation claim while litigating the harassment claim in court would lead to multiple proceedings, additional costs, and potentially inconsistent outcomes.

Does the Act apply to existing claims?

Probably not. The Act applies to any "dispute or claim that arises or accrues on or after the date" of enactment suggests that it applies only prospectively to new claims that arise or accrue after the Act goes into effect. Claims that clearly arose and accrued before the effective date would still be arbitrable if they are covered under an otherwise valid arbitration agreement. Courts will likely need to address close questions about when a claim arises or accrues—including whether those two terms have different meanings. For example, it is uncertain how courts will address claims that are based on conduct that allegedly occurred before and after the effective date of the Act.

Are all employee arbitration agreements now void?

No, but parts of them may be. For example, if the facts supporting an employee's claim for sexual harassment or assault arise after the law is enacted, the employer will be unable to force arbitration of those even with an otherwise valid agreement.

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Who determines arbitrability?

Any issues about whether the Act applies to a particular claim must be determined by the court, which must apply federal law. Many arbitration agreements delegate the determination of arbitrability to the arbitrator. The Act will render those provisions unenforceable if there is a dispute about whether a claim is covered.

Does my company need to revise its arbitration agreements?

Maybe. Depending on the language of the agreement and definition of covered disputes, it could be open to a new challenge. If the Act is signed into law, employers should consider including language that expressly communicates the employee's option to bring covered claims in arbitration or court. Similarly, employers may wish to revise delegation clauses to clarify that courts will determine whether sexual assault and harassment claims are covered by the Act.

Can we still use class action waivers for covered claims?

If an employee asserts a claim that falls within the Act's definition of sexual harassment or sexual assault, the employee can elect to bring the action individually or on behalf of a class regardless of whether the agreement contains a general class action waiver. Employers facing a putative sexual assault or harassment class action will

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need to rely on the usual defenses to class certification, such as a lack of commonality or typicality between the class representative's claims and those of other putative class members.

Is a jury trial waiver a viable alternative?

Maybe. Florida courts generally permit parties to knowingly and voluntarily waive their right to jury trial. Nothing in the Act addresses jury trial waivers. However, employers should beware that courts in other states have taken a different view and have refused to enforce jury trial waivers outside of an arbitration agreement governed by the FAA, which the Act would amend. Furthermore, the Act states that its application will be determined under federal law—not state law. Because the Act would amend the FAA, it is unclear how courts in those states would view a jury trial waiver after the Act takes effect.

Does the Act affect arbitration or grievance procedures in collective bargaining agreements (CBAs)?

Probably, but the effect may not be a large change from current law. Under § 301 of the Labor Management Relations Act, claims that are based on a right solely based on a CBA or are "substantially dependent" on interpretation of the CBA are preempted and must be pursued under the CBA's procedures. However, claims based on state law that exist independent of the CBA, and do not depend on interpretation of its terms, already may be pursued independently and in court. Discrimination claims, including sexual harassment, are examples of claims that are often found to exist separately from the CBA and allowed to proceed in court.

Author:

Michael A. Holt is a high-stakes litigator who represents management across a broad range of industries against employment and unfair competition litigation. He represents employers at all stages of litigation, from pre-suit demand through trial and appeal and is a go-to attorney in South Florida for commercial litigation, including trademarks, antitrust and professional liability matters. Michael is a partner in Fisher Phillips' Fort Lauderdale office.

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With more than 500 attorneys in 36 offices across the United States, Fisher Phillips is a national labor and employment firm providing practical business solutions for employers' workplace legal problems. Labor and employment law is all the firm does, offering deep and broad knowledge and experience in the area of law the attorneys know best. Fisher Phillips attorneys help clients avoid legal problems, are dedicated to providing exceptional client service, and are there when you need them.

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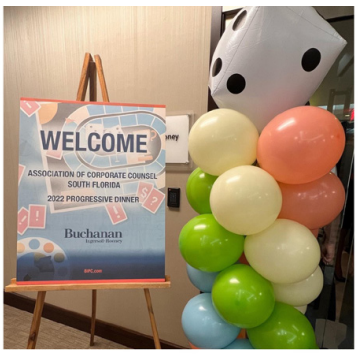
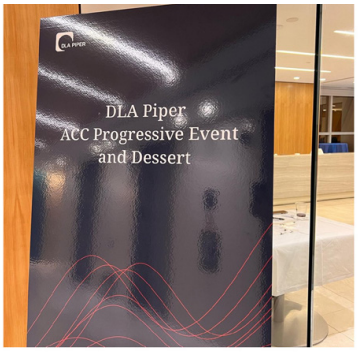
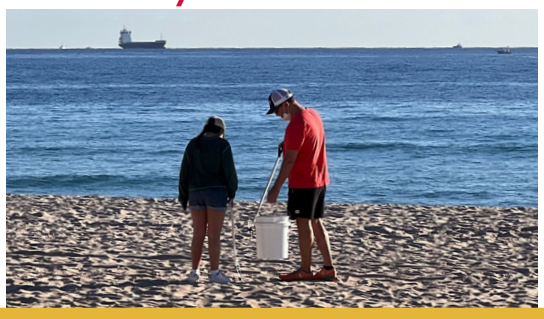
EVENT PHOTOS

Miami-Dade Progressive Dinner presented by Shook, Hardy & Bacon; Buchanan Ingersoll Rooney; DLA Piper





Community Service – Fort Lauderdale Beach Clean Up

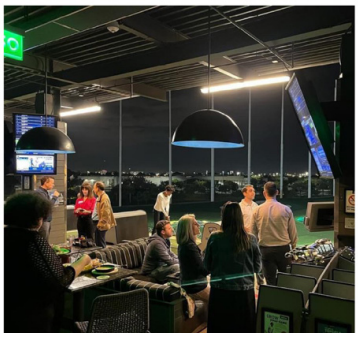


Top Golf presented by Bilzin Sumberg









Sake Tasting presented by Baker McKenzie






NEW BOARD MEMBER SPOTLIGHT

Nikki Setnor

Managing Senior Counsel,
ADP TotalSource

How long been an ACC South Florida member?

Since 2007

Why did you join the ACC?

At the time I joined, it was my first in-house position. I was looking to connect with other in-house attorneys to network and share ideas.

What is a typical day like for you at ADP?

A typical day is bouncing from meetings, to e-mails, to phone calls, back to more meetings, e-mails and phone calls, and multi-tasking in between.

What do you most enjoy about being in-house?

I enjoy being able to learn all facets of my client's business. It provides me the opportunity to not only provide legal guidance, but to also guide the business in a way that can impact our products and service culture.

When you're not working, where would we find you?

Traveling. Or close to home, walking my dog.

What's your favorite show right now?

Blacklist, Season 5.

Tell us something that might surprise us about you.

I seem to collect certifications/licenses – residential design, mediation, insurance, scuba diving. And I am currently working on a Pilates teacher certification.

Luke Kurtz

Vice President of Legal Affairs,
US Sugar Corporation

How long been an ACC South Florida member?

I've been a member of ACC South Florida off and on since I moved to the state in 2014.

Why did you join the ACC?

My former boss, Elisa Garcia, encouraged members of her legal department to join ACC and take advantage of the many benefits that the organization can offer, including conference, networking and toolkits available online.

What is a typical day like for you at US Sugar Corporation?

A typical day for me at US Sugar involves attending business development meetings, receiving updates from outside counsel and briefing my leadership team on pending litigation and other matters important to the Company.

What do you most enjoy about being in-house?

I enjoy being a part of a team that is responsible for evaluating and structuring new business opportunities and defending against material threats.

When you're not working, where would we find you?

When I'm not at work you can find me at the beach with my dog or on the golf course with friends.

What's your favorite book or song right now?

Recently, I have been listening to a lot of Old Dominion and quoting the song "Fancy Like" by Walker Hayes way too much. Some of my favorite books are The Alchemist and The Laws of Human Nature.

Tell us something that might surprise us about you.

I played American Football for Sport Club Corinthians Paulista in Sao Paulo, Brazil while working for a local firm.

Welcome New Members!

Steven Blickensderfer
Lead Privacy Counsel
Krafton

Michael Dell
General Counsel &
Secretary
ABB Optical Group

Carla Erskine
Corporate Counsel
Expeditors International
of Washington, Inc.

Joshua Kaplan
General Counsel
True Trading Group,
LLC

Julian Mejia-Gomez
General Counsel
Estefan Enterprises, Inc.

Gisela Munoz
Associate Counsel
D.R. Horton, Inc.

Gary Nesbitt
CEO
Synergin

Jason Pear
Principal Attorney
NextEra Energy, Inc.

Gera Peoples
Assistant General
Counsel
NextEra Energy, Inc.

Katherine Rozmus
Immigration Attorney
Techtronic Industries
North America, Inc

Michael Sabatello
Senior Attorney
NextEra Energy, Inc.

Deborah Sanders
Employment Counsel
Carrier

Skeeter Scott
Legal Counsel
Class Wallet

Jason Weiss
General Counsel
Kelly Roach Coaching

Chapter Leadership

President
Aline Drucker
General Counsel, Invicta Watch Group

Immediate Past President
Jessica Rivera
EVP, Global Sales & Corporate Affairs, MotionPoint Corporation

Secretary
Justin Carlson
CLO / General Counsel, Velocity Solutions, LLC

Treasurer
Warren Stamm
General Counsel, Niido

Sponsorship Co-Chairs
Eric Masson
Chief Legal Officer, Dental Whale

Lucas Kurtz
Vice President of Legal Affairs
United States Sugar Corporation

Communications Chair
Joanne Dautruche
Legal Counsel, The Swatch Group

Community Outreach Co-Chairs
Alex Perez
Senior Legal Counsel, Assurant

Nikki Setnor
Managing Senior Counsel, ADP Total Source Inc

CLE Conference Chair
Carlos Cardelle
Senior Deputy General Counsel, ShiftPixy

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

Board of Directors
Alan Kramer
Associate General Counsel, Deutsche Post DHL

Sharaine Sibblies
Deputy General Counsel - Corporate Services, JM Family Enterprises, Inc.

Executive Director
Christina Kim

ACC Association of Corporate Counsel
SOUTH FLORIDA

Christina Kim
Executive Director

Executive Director Note

Dear Members,

It has been such a joy to see everyone in person over the last few months. Whether it was for our beach clean up in Fort Lauderdale or social activities, it was so nice to socialize once again and make connections. Our family is also growing! We welcomed many new members who have moved to our sunny shores, and it has been great to show off our amazing winter weather.

Our 2022 calendar is packed with some old favorites (Progressive Dinners, CLE Seminars, 12th Annual CLE Conference) and new (GC/CLO Roundtable, Sports Outing) and we look forward to the year ahead.

Of course, thank you always to our sponsors who partner with us to make it all happen.

Sincerely,
Christina Y. Kim
Executive Director, ACC South Florida

Christina & Family at the Orange Bowl