

NEWSLETTER

MEDIATION: THE CAUCUS AND BEYOND; PATIENCE AND PERSISTENCE

Part 2 of 2



G. Jeffrey Vernis

Managing Partner
Florida Bar Board Certified Civil Trial Lawyer
Vernis & Bowling of Palm Beach, P.A.

In the last issue, I discussed the opening statement at mediation and how you wanted the opening to be positive, informative, respectful, well organized, and to remember your goal is to settle. In this issue, I am going to discuss the caucus. I have seen too many mediations go astray for the wrong reasons. I have been at mediations with Claims Professionals who say that they have had 9 mediations in a row and have not settled one. We settled...Why? What was the difference?

So now, the openings are done. Your side effectively presented their opening. It was persuasive, positive and well organized. You listened to the opposing side's presentation with an open mind. You're now leaving the joint session and moving down the hall to your caucus room for the negotiations.

Some Plaintiffs' counsel waits until after all of the presentations to make their initial demand, which is relayed through the mediator. I always say, do not let the initial demand discourage you or affect your plan. Initial demands, like initial offers, rarely predict where the case ultimately comes together. Listen to the initial demand and the arguments. The parties' argument over the facts and the law are more predominant in the early caucuses and lessen as the negotiations continue. But they are important. Each side has facts they want to argue, each side has arguments they want (or need) to make. And that is the time to make them. Your responses to their "facts" and law argument are essential to the negotiation process but should only be about the facts and the law, not the person. Attacking the person, i.e., the Claimant, usually leads to hostility rather than community. Argue the facts, the evidence, and the law, but refrain from attacks on the party.

In your negotiations set out with a plan and adjust the plan as needed. You will need to listen to the other side, think about their position and motivators, and consider your goals (settle and how much). You also want to listen to the mediator. What they say may tell you more than the demand number tells you, so pay attention. When the mediator is talking, I encourage you to do more listening than responding.

As part of your plan and your negotiations, be strategic. Think about where you are, where you are going, and where the other side seems to be heading. Be strategic in your offers. Think several steps ahead. Be patient. That is one of the most difficult things to do when the other side is not doing what you want or expected them to do. It can be frustrating when it takes a Claimant and their counsel hours to make their first demand or to respond to your offer. Yes, hours. But I can tell you that patience has been the key to many successful mediations. It takes time. It takes time for a Claimant to understand and accept that they are not going to walk away with what they thought they were going to get. It will take time for the Claimant to accept this reality with each offer you make and each reduction in their demand. It usually takes more time in the beginning and then it takes time in the last move or two. So be patient. Give them the time necessary for the acceptance to happen.

You must also be persistent. Some mediations need to be adjourned for good reasons. Some do not. Recognizing the difference is vital to a successful mediation. Be persistent and keep the mediation and negotiations moving forward even if they are baby steps. If you're moving forward, keep it moving forward. If the mediator is telling you "it's over Johnny", you must decide if it really is over. Persistence here can make the difference. If you need to take control of the mediation and have the mediator just watch, then do it. If the mediator is an impediment to settlement, have counsel bypass the mediator and go directly to opposing counsel.

Impasse only when you have reached a point where you can go no further. Be it because you have new information, not enough authority, or you are confident that the Claimant is not yet ready to compromise. But sometimes patience and persistence will prevail and a breakthrough that only you thought would happen, does happen, and the result is another closed file.

I have seen cases settle when everyone thought there was no chance, especially after the opening statement or opening demand, but patience and persistence made the difference from impasse to settlement.

Mr. Vernis offers CE accredited seminars on mediation and negotiation strategies. If you would like to attend one of Mr. Vernis' seminars or would like one conducted in your office, please contact Tammy Bouker, National Client Services Director at TBouker@National-law.com.

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FLORIDA LAW UPDATE

CAN A CONDO BOARD RENOVATE COMMON AREAS WITHOUT HOMEOWNER APPROVAL?



Josef M. Fiala, Esq.

Vernis & Bowling of Palm Beach, P.A.

Vernis & Bowling successfully defeated an appeal brought by Plaintiff to the Fourth District Court of Appeals attempting to have the Circuit Court decision granting Defendant, The Regency Tower Association, Inc.'s, Amended Motion for Judgment on the Pleadings overturned. The Circuit Court found that the voting requirement of members for material alterations found in § 718.113(2)(a) was not applicable in the case of Ronald G. Lenzi v. The Regency Tower Association, Inc.

The issues between Lenzi and the Association began in early 2016, wherein Lenzi disagreed with the Regency Tower's Board of Directors decision to change the flooring in the lobby from marble flooring to ceramic tile. Lenzi filed a Petition for Arbitration with the Department of Business and Professional Regulation (DBPR) challenging the Board's decision and claimed that the Association violated Florida Statute § 718.113(2)(a) by failing to obtain membership approval of the flooring change. Florida Statute § 718.113(2)(a) requires 75% unit owner approval when material alterations or substantial additions to common elements are being considered and when the Association's Declaration does not specifically address the issue of what type of approval is needed to begin such a project. When an Association had addressed the approval issue, § 718.113(2)(a) defers to an Association's Declaration. The DBPR agreed with the Association's position that Regency Tower's Declaration contained a provision which permitted alterations by mere approval of the Board of Directors and therefore a vote of the owners was not required for the lobby flooring. The DBPR stated that alteration is broad enough to encompass the substitution of marble flooring to ceramic tile, and noted that Regency Tower's Declaration is far more permissive with the Association's authority to make alterations to its common property than the Statute.

Lenzi challenged the DBPR's decision by filing a Complaint for Trial De Novo with the Circuit Court, and again asserting that a 75% unit owner vote was required pursuant to Florida Statute § 718.113(2)(a) because Regency Tower's Declaration did not specify the procedure for material or substantial alterations, only alterations. Regency Tower filed a Motion for Judgment on the Pleadings seeking judgment as a matter of law that Lenzi failed to state a viable cause of action for violation of Statute because

the Regency Tower Declaration provides for a procedure for alterations to its common elements.

The Court granted the Motion for Judgment on the Pleadings and found that where the Association's Declaration provides a method by which the Association may alter and approve the common property, § 718.113(2)(a), Fla. Stat. does not apply. Lenzi again disagreed with the findings and appealed the Circuit Court Ruling up to the Fourth District Court of Appeal. Lenzi claimed that the Circuit Court misinterpreted the Declaration by holding that the Declaration enabled the Board of Directors of the Association to unilaterally make any alterations to the common areas of the property. The Appellate Court clearly rejected Lenzi's argument and stated that unless terms are defined, the terms of the Declaration should be given their plain and unambiguous meaning. The Appellate Court found it clear that "alterations" refers to all alterations, not only non-material alterations. Further, the Appellate Court referred to Black's Law Dictionary which acknowledged that "real-estate lawyers habitually use alteration in reference to a lesser change," yet nonetheless also recognizes that the word encompasses all manner of alterations: "any addition or improvement of real estate is by its very nature an alteration." Alteration, BLACK'S LAW DICTIONARY (10th ed. 2014). Of significance in the Appellate Ruling, the Fourth District Court of Appeal clearly established that it interprets language in a condominium declaration and must choose between legal parlance amongst real estate lawyers versus the generally understood definition of the term, the Fourth District Court of Appeal chooses general definitions. Lenzi disagrees with the Appellate Court's ruling and is currently seeking guidance from the Florida Supreme Court, hoping for the Supreme Court to accept jurisdiction.

For additional information, please contact Josef Fiala at JFiala@Florida-Law.com.

GET TO KNOW JOE FIALA North Palm Beach, FL

Favorite Places:

Being on the boat in West End

Favorite TV Show:

Goliath

Favorite Hobby:

Boating, fishing, free diving and surfing

Favorite Sports Team:

Chicago Bears

Favorite Restaurant:

Food Shack

CLIENT FEEDBACK

Steve has been exceptional in handling this claim with us and our insured. Steve has gone above and beyond by providing exceptional service, and I look forward to working with him in the future on additional claims.

– Justin Hughes, Auto-Owners, referring to Steve Sundook (Ft. Myers, FL)

I am extremely pleased with how Phillip handled this case. I have a number of suits going on right now and he is the easiest/greatest person to deal with out of all of them. He made the process so much smoother, and I will definitely assign future cases to him as well.

– Zoe Kempton, Auto-Owners, referring to Phillip Jones (Tampa, FL)

Ken and Davis not only offered us thorough and remarkable legal counsel, but they protected us. You often hear such negative stories of lawyers, our experience was the complete opposite. They cared about us. They were not only professional, but they were kind and compassionate.

– an Allstate insured, referring to Ken Amos and Davis Watson (St. Petersburg, FL)

AWESOME understates our happiness with this settlement, Nicole. Great work!

– Jim Presmanes, Haverty Furniture, regarding Nicole Tackett (Charlotte, NC)

VERDICTS & DISPOSITIONS

Christopher Blain and Courtney Lucke (Tampa, FL) (Fair Housing) obtained Summary Judgment in a HOA claim. Plaintiffs alleged that the Association failed to provide them with a reasonable accommodation under the Fair Housing Act for a child's disability by not allowing the installation of a handicapped child street sign and by not allowing Plaintiffs to install a fence in their backyard to train the disabled child's service dog. They also alleged retaliation under the FHA due to a number of deed restriction violation correspondences the Association sent to Plaintiffs following their alleged requests for accommodations along with Plaintiffs' request for Association records that allegedly went unanswered. It was our position that Plaintiffs' claims were barred by the Statute of Limitations as well as the fact that their alleged requests were requests for modifications under the FHA rather than requests for accommodations. With regards to the retaliation claim, it was our position that Plaintiffs failed to establish a causal link between the alleged accommodation requests and deed violations/records requests. The matter was filed in Federal Court in the Middle District of Florida. Courtney Lucke prepared and filed the Motion for Summary Judgment which was entered in our favor on all counts. The court dismissed Plaintiffs' pendant state claim due to the fact that all federal issues were resolved through the Summary Judgment.

Terry D. Dixon (DeLand/Central FL)(Construction Defect) obtained Summary Judgment in the case Charles A. Hummer v. Adams Homes of Northwest Florida, Inc. and NU WAY DRYWALL, L.L.C. Plaintiff filed suit in June of 2014 claiming that property damage and personal injury were allegedly caused by defective drywall installed in his home built in 2006 by Adams Homes. Specifically, Plaintiff claimed the defective drywall

damaged his home and the fumes emitted from the drywall caused him "serious respiratory problems and chest pain." Early on, we obtained dismissal of Plaintiff's property damage claims on the basis that these claims were time-barred by the Statute of Limitations, as Plaintiff acknowledged awareness of the defective drywall more than 4 years prior to filing suit. Plaintiff appealed, but the 2nd DCA affirmed the lower court's dismissal of his property damage allegations. As to Plaintiff's remaining personal injury claims, discovery revealed that Plaintiff complained of health issues stemming from the defective drywall as early as 2009 and reported it to Defendant that same year. Accordingly, we successfully moved for Summary Judgment as to Plaintiff's remaining bodily injury claims on the basis that these claims were also time-barred by the applicable four-year Statute of Limitations.

Evelyn Greenstone and Michael Villarosa (Miami, FL) (D & O) successfully resolved a claim spanning almost four years in the case of Marcantonio v. Kenilworth Association Inc., which was pending in Miami Dade, FL Circuit Court. Plaintiff filed suit for breach of contract and intentional infliction of emotional distress claiming that Defendant's alleged wrongful actions caused him to suffer injuries, including a deteriorating leg condition as well as emotional distress. Specifically, Plaintiff claimed that the Defendant's permanent suspension of valet benefits after Plaintiff attempted to have his car valet parked after he soiled himself in his car were improper as Plaintiff was a tenant and therefore entitled to receive the benefit of valet parking under the Declaration of Condominium. Plaintiff claimed that the actions of the Defendant caused him extensive emotional distress and made an initial demand of Defendant in the amount of \$169,000.00.

VERDICTS & DISPOSITIONS

After extensive deposition preparation, the deposition of the President for the Board of Directors revealed that Plaintiff was racist and an Anti-Semite, which severely damaged the position of Plaintiff's counsel regarding the sympathetic nature of his client. Based upon the deposition testimony, an impromptu settlement conference was immediately held after the deposition and the claim was settled in less than one hour for only \$10,000.00 paid by the Insured.

Evan Zuckerman (Hollywood, FL)(First Party Property) obtained Summary Judgment on behalf of our client Citizens Property Insurance Corporation. The homeowner Plaintiff, represented by the Stremms Law Firm, filed a Complaint for Breach of Contract alleging that his property suffered damage due to a roof/rainwater leak and that Citizens had improperly denied the claim. Citizens originally denied the Plaintiff's claim as there was no roof opening caused by a peril insured against under the policy, so any interior damage caused by rainwater infiltration was excluded from coverage. After deposing Plaintiff and his wife, as well as retaining an expert to perform a roof evaluation, we filed a Motion for Summary Judgment supported by the expert's

“The trial judge granted Final Judgment in Citizens’ favor...”

affidavit. The trial judge granted Final Judgment in Citizens' favor and our Motion for Entitlement to Recover Attorney's Fees and Costs, filed pursuant to an expired Proposal for Settlement, is currently pending.

Terry D. Dixon and Matthew B. Bernstein (DeLand/Central FL)(Premises Liability) obtained Summary Judgment in the case Debra Ratliff v. Mary Christopherson and Sun Communities, Inc., d/b/a Grand Lake RV Resort. Plaintiff was asked by her neighbor to clean the roof of the neighbor's RV trailer using a broom and pressure washer. Plaintiff claimed that the neighbor simultaneously asked a maintenance employee of Sun Communities, Inc. d/b/a Grand Lake RV Resort to trim the limbs of a tree overhanging the trailer. At one point while the Plaintiff and the maintenance worker were on the roof together, Plaintiff grabbed the pressure washer which caused the pressure washer to break and spray water all over the roof causing her to slip and fall off the roof. Plaintiff sued the neighbor and Sun Communities, Inc. for negligence. Specifically, Plaintiff claimed Sun Communities, Inc. was negligent in trimming the tree limbs while she was on the roof of the trailer because the sawdust mixed with the water from the pressure washer, creating a

dangerous condition. At her deposition, the Plaintiff testified that had the water from the broken pressure washer not sprayed all over the roof, the sawdust from the trees would not have mixed with the water from the pressure washer and she would not have fallen. The Court granted Sun Communities, Inc.'s Motion for Summary Judgment after finding that Sun Communities, Inc. did not owe her a duty and there was no proximate cause between her injuries and Sun Communities, Inc.'s actions.

Robin Harlowe (Palm Beach, FL)(Employment) obtained Summary Judgment in an employment claim. Plaintiffs, a prior school teacher and his wife, filed a thirty-one Count Complaint for various causes of action in the Seventeenth Judicial Circuit, in and for Broward County, based on an abuse report called in by the Defendant, an Occupational therapist. Plaintiff was an ESE teacher who allegedly acted inappropriately towards a nonverbal student with downs syndrome. The Defendant, who was a mandatory reporter, called in an abuse report based upon her observations of the interaction between Plaintiff and the student on two separate occasions. The School Board terminated the Plaintiff's position as a result of the report and he requested an administrative hearing which resulted in his reinstatement based on a finding that the Defendant's allegations were not credible. Plaintiff and his wife then filed their lawsuit for damages based upon his termination. We prepared and filed a Motion for Final Summary Judgment as to all counts based upon the statutory immunity provided to all mandatory reporters who have a reasonable cause to suspect abuse. The Court granted the Motion for Final Summary Judgment as to all counts finding that the Defendant was entitled to immunity as a matter of law because she had reasonable cause that her observations rose to the level of child abuse and was required by the statute to report the suspected child abuse to the DCF regardless of the ultimate findings in the administrative case. The Court went on to state that the purpose of granting immunity to reporters is to encourage persons to report abuse without fear of being sued and to limit that immunity, as the Plaintiffs suggested, would create the same chilling effect that the immunity statute seeks to eliminate. Plaintiffs initially filed a Notice of appeal but ultimately filed a Voluntary Dismissal.

Aron Rudman (Hollywood, FL)(First Party Property) obtained Summary Judgment on behalf of our client Citizens Property Insurance Corporation. The homeowner Plaintiff had filed a Complaint for Declaratory Relief alleging that her property suffered damage due to a roof leak, reportedly due to wind, and that our client had wrongly refused to cover her claim for homeowner's coverage. Citizens had denied the Plaintiff's claim due to the fact there had been no peril created opening in the Plaintiff's roof, and therefore her loss was not covered since the policy in this case excluded interior damages due to rain unless an opening was created by the force of wind and the rain entered through such an

opening. We filed a Motion for Summary Judgment and in opposition the Plaintiff filed an affidavit from an engineer who opined that the roof leak at the insured property was the result of a one-time wind event. However, we challenged the admissibility of the Plaintiff's engineer's affidavit which we argued was conclusory and failed to meet the necessary requirements for an expert opinion under Daubert. The trial judge found the Plaintiff's affidavit was legally inadmissible and declined to consider it. Our Motion for Final Summary Judgment was granted and our Motion to Tax Costs is pending.

Terry D. Dixon and Matthew B. Bernstein (DeLand/Central FL)(Premises Liability) obtained Summary Judgment in the case Walko, Laura v. Wawa, Inc. Plaintiff alleged she slipped and fell on an unknown foreign substance on the floor of Wawa's premises, which caused her to break her arm. At her deposition, Plaintiff could not identify what she fell on, how the alleged foreign substance came to exist on the floor, who caused the alleged dangerous condition, how long the substance had been on the floor, or whether Wawa had actual or constructive notice of the substance. In fact, the only recorded evidence of the floor's condition was that 20 minutes prior to Plaintiff's fall, a Wawa employee walked through that very area and found nothing to be on the floor. The Court granted Wawa's motion for Summary Judgment because of Plaintiff's inability to establish the requisite elements of negligence, including the presence of a foreign substance or notice of the alleged dangerous condition.

Carl Bober (Hollywood, FL)(Personal Injury) obtained Summary Judgment in a case involving a fire which occurred at our client's property resulting in a total loss and alleged serious burns to the Plaintiff tenant. The specific allegations of the Complaint, made in Fort Lauderdale, Broward County Circuit Court, were that our client was negligent in maintaining the electrical wiring at his rental property resulting in a fire during which the Plaintiff was severely burned. The Plaintiff further claimed that he had personally informed our landlord client about the problems but that he failed to take any corrective action. However, through discovery, we were able to establish that the Plaintiff, who did side jobs as an auto mechanic, kept numerous flammable items in the rental apartment. We also retained a cause and origin expert who was able to show conclusively that it was in fact the presence of gasoline kept in the apartment by the Plaintiff – which was unknown to our client - that ultimately caused the fire and his injuries. The trial judge found that there was no negligence by our client and granted our Final Motion for Summary Judgment. Our motion to recover our client's attorney's fees and costs, which was the result of an expired Proposal for Settlement previously made to the Plaintiff, is pending.

Tim Kazee and Matt Bernstein (Central Florida) (D & O), in the case of Bluegreen Vacations Unlimited, Inc. and Vacation Trust, Inc. v. Kathleen McHugh, et al., defeated Plaintiffs' Motion for Preliminary Mandatory Injunction attempting to require Directors of a Timeshare-Condominium Association to hold an Association election.

The primary argument by the Plaintiffs was that the individual Directors were acting ultra vires to unlawfully prevent annual elections, and therefore, injunction was necessary to ensure the next election. In support, Plaintiffs argued that the individuals allegedly, unlawfully, conspired against the Association's former management company (Plaintiffs' business affiliate) to wrongly terminate the management contract, and relatedly, to wrongly disenfranchise the affiliate corporate Plaintiffs by preventing their ability to vote.

In response, the Defense argued that the Association was a necessary and indispensable party to the litigation because Directors in their individual capacities could not be compelled to conduct or interfere with official Association business such as an election. The Defense also argued that Plaintiffs failed to bring the action derivatively, failed to seek statutorily required arbitration, and that any alleged failure of the Association to hold an election was justified temporarily by the former management company's failure to properly maintain Association records, including a current member roster.

“...the Court denied the injunction agreeing with the Defense...”

Following an evidentiary hearing, the Court denied the injunction agreeing with the Defense that the Association was a necessary and indispensable party to the litigation, that it appeared the prospect of arbitration was the reason for Plaintiffs not joining the Association, and that Plaintiffs did not have a substantial likelihood of prevailing against the Defense.

Robin Harlowe (Palm Beach, FL)(D&O) obtained Summary Judgment in a condominium case. Plaintiff, a unit owner, filed suit against the Association after it entered into a bulk communications contract with Hotwire to provide cable and internet services to each unit and assess for same as a common expense. Plaintiff alleged that the contract violated certain provisions of the Association's By-Laws and filed a Motion for Summary Judgment. We prepared and filed a response in Opposition to the Motion arguing that Florida Statutes 718 prevailed and entitled the Association to charge the unit owners for bulk cable as a common assessment because the Governing Documents and By-laws contained Kaufman language.

VERDICTS & DISPOSITIONS

The Court initially granted the Plaintiff's Motion but ultimately reversed itself after we prepared and filed a Motion for Reconsideration. The Court ultimately granted Summary Judgment on Count I in favor of the Association.

Jeff Raasch (Atlanta, GA)(Premises Liability) obtained Summary Judgment in the case of Edward Mitchell v. Hewlett Packard, ISS Facility Services, and Cheryl Redmond, filed in the state court of Fulton Co., GA. The facts show that on July 2, 2014, Plaintiff was working as a night security guard at the Hewlett Packard corporate campus in Alpharetta, GA where ISS Facility Services, Inc. provided maintenance and janitorial services. Defendant Cheryl Redmond was the on-site supervisor for ISS Facility Services at that time. As Plaintiff was doing his rounds to check the security of the building, he shined his flashlight into the kitchen/cafeteria area and noticed water on the floor. He walked around that puddle, and then across an area of dry floor. He claims to have suddenly encountered another puddle of water which he had not seen.

After two back operations Plaintiff claimed \$97,817 in medical bills and \$28,980 in lost wages for missing 92 weeks of work, for total special damages of \$125,797. A settlement demand of \$550,000 was made prior to the filing of the Motion for Summary Judgment. The Judge agreed with the defendants' arguments that Plaintiff was on notice that there could be more water on the floor in the dark room ahead of him, and because he was working as a security guard whose job was to discover and report situations such as this to ISS Facility Services' 24-hour maintenance line, he should have had a heightened duty to watch where he was walking. There was no appeal by Plaintiff.

John McClurkin (Mobile, AL)(Personal Injury) defeated an appeal brought by Plaintiff to the Alabama Court of Civil Appeals, attempting to have the trial jury's verdict award of \$1.00 overturned. At the conclusion of the week-long jury trial in Montgomery County, AL Circuit Court, Plaintiff's counsel requested that the jury return a verdict in

the range of \$350,000 to \$750,000. However, during the trial Mr. McClurkin had successfully attacked the proximate causation of Plaintiff's injuries, including eliciting testimony on cross-examination from Plaintiff's medical expert that the specific triggering cause of Plaintiff's injuries was uncertain.

The primary argument raised by Plaintiff on appeal was that the award of \$1.00 was insufficient to compensate for her alleged injuries. In John's opposition brief, he cited numerous case law supporting the position that a jury has broad discretion in awarding compensatory damages and may award only nominal damages in such cases where the defendant establishes evidence at trial that calls into question the proximate cause of Plaintiff's injury. Mr. McClurkin also distinguished all of the cases cited by Plaintiff in her appellate brief as being non-controlling to the question of the sufficiency of a jury award.

The presiding Judge William Thompson, Alabama Civil Appeals Court, wrote the lengthy Opinion which unequivocally affirmed the jury verdict's award of \$1.00. The other four Civil Appeals justices concurred with the Opinion. The published Opinion is cited as *Caplan v. Benator, et al*, 2018 Ala. Civ. App. LEXIS 44 (Ala. Civ. App. 2018).

Terry D. Dixon (DeLand)(Premises Liability) obtained a Defense Verdict in the case Williams, Faith v. Jamey Vance d/b/a Chick-fil-A at Saxon Boulevard. Plaintiff alleged that after entering a Chick-fil-A restaurant, she slipped and fell in a large puddle of water on her way to the women's restroom. The Plaintiff claimed that she sustained an injury to her right knee and lower back as a result of the fall. Her medical bills totaled over \$22,000 and Plaintiff filed a Proposal for Settlement in the amount of \$22,900, to which Chick-fil-A offered \$0. During trial, Plaintiff attempted to paint a picture of the owner/operator as being profit driven over safety because many employees had passed over the area where the Plaintiff slipped and fell without looking at or inspecting the area. Chick-fil-A countered by showing that the employees were following policies and procedures by cleaning various areas of the restaurant throughout the day, including the area where the Plaintiff fell 30 minutes prior to her fall. Chick-fil-A also asserted that when the owner/operator checked the floor in the area where the Plaintiff fell immediately after her fall, there was no liquid on the floor. However, Plaintiff argued that claim was inconsistent with the evidence because the owner/operator then put down a wet floor sign, had the area dry mopped and then wet mopped. The Plaintiff also pointed to a segment of video footage prior to the Plaintiff's fall that appeared to show a customer tipping her cup in a manner that was consistent with spilling something on the floor. Said customer then looked down at the floor prior to walking off. However, Chick-fil-A asked the jury to continue to follow the lady in the video and as she came closer to the camera it was clear that the customer had a lid on her cup. Chick-fil-A was also able to show that throughout the 30 minutes prior to Plaintiff falling, there were numerous customers who walked through the area without any difficulty. After hearing all of the evidence, the jury was out for one hour and returned with a defense verdict finding that Chick-fil-A was not negligent.

"...distinguished all of the cases cited by Plaintiff in her appellate brief as being non-controlling..."

Vernis & Bowling is proud to recognize and thank employees serving the firm, and more importantly, the firm's clients...

Celebrating 10 years

Teresa Swan-Harris	Melissa Garwood
Patricia Winkler	Laurie Rivers
Evan Zuckerman	Tim Kazee
Mary Conboy	

Celebrating 20 years

Donna Kerfoot
Dirk Smits

STAY UP TO DATE

STAY UP-TO-DATE WITH ALL THINGS VERNIS & BOWLING

Nicole Ramos-Barreau (Hollywood, FL) recently completed the Florida Bar Wm. Reese Smith, Jr. Leadership Academy program. The Academy is a multi-session training program designed to assist a diverse and inclusive group of lawyers in becoming better leaders within our profession, in their chosen path, while enhancing their leadership skills.



During the firm's annual attorney meeting, **Vernis & Bowling attorneys** assembled 200 snack bags for the Ronald McDonald House Charities of Tampa Bay. These snack bags, which include uplifting messages, are distributed to family members staying at the Ronald McDonald house while their children are receiving medical services at local hospitals. (see photo, left)

Tim Kazee, Associate Managing Attorney of the firm's **Deland/Central FL** office was a co-presenter at the 2018 Annual Education Program of the Conference of County Court Judges of Florida. The topic was The View from the Other Side of the Bench: The Attorneys' Perspective on Declaratory Actions, Windshields, Diminished Value, and Other Select Issues in Insurance Law.

Joseph Bias, Esq. (Columbia, SC) has been selected to the 2018 Legal Elite by Columbia Business Monthly Magazine. The 2018 Legal Elite were featured in the August 2018 edition.

Dirk Smits, Esq. (Islamorada/FL Keys) was a featured panel speaker at the 41st Annual Local

Government Law in Florida Seminar. He spoke on the issue of FEMA procurement in the wake of Hurricane Irma. The other panel members included the City Attorney for Marathon and the Assistant County Attorney for Monroe County.

Deborah Martin (Palm Beach), spoke at the Orlando Chapter meeting of IASIU on September 27, 2018. Deborah was on a panel speaking about Workers' Compensation Premium Fraud.

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