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FALL 2020

NEWSLETTER

SOUTH CAROLINA UPDATE

TOP 5 COVID-19 WORKERS' COMPENSATION QUESTIONS ANSWERED

Kristian Cross, Esq., WC Managing Attorney, Columbia, SC

1) How are COVID-19 claims treated in South Carolina?

Most job-related work conditions are either an "injury by accident" or "occupational disease".
I think most COVID-19 claims should be evaluated under the occupational disease statute because the viral nature and process of COVID-19 is more akin to an occupational disease. On the other hand, an "injury by accident" is generally a specific, single event. I anticipate any Form 50/Complaint filed with the SC Workers' Compensation Commission will allege both.

2) Are COVID-19 claims compensable under the SC Workers' Compensation Act?

Ordinary diseases of life to which the general public is equally exposed and contagious diseases resulting from exposure to fellow employees or hazards the employee would have been equally exposed to outside of work are not compensable under the occupational disease statute. COVID-19 seems to fit in both categories. The burden of proof is on the employee to prove COVID-19 was contracted at work versus the grocery store, gas station, restaurant, etc. Moreover, in most instances, employees are equally at risk to exposure at work as they are in the general public. First responders and other essential workers may argue their risk is higher at work due to the particular circumstances of their jobs.

3) What should employers do if an employee contracts COVID-19 and files a workers' compensation claim?
Due to the nature in which COVID-19 spreads, I recommend denying the claim. Once notified of the claim, I recommend conducting a detailed phone interview of the places the employee has been and the people the employee has been in contact with for the two weeks preceding their positive test.

4) What should employers do if an employee who has an existing workers' compensation claim and is working light duty contracts COVID-19?

Do not automatically start temporary benefits. Although, benefits are generally due to an employee on light duty until they reach maximum medical improvement, the employee's inability to work is unrelated to the worker's claim.

5) What should employers do if an employee who has an existing workers' compensation claim refuses to return to a light duty position offered because of COVID-19 risks?

Do not automatically begin temporary benefits. Generally, benefits are due to an employee on light duty until they reach maximum medical improvement. However, if the employee refuses reasonable employment offered to them, no benefits are due.

For additional information, please contact Kristian Cross, kcross@scarolina-law.com.

GET TO KNOW KRISTIAN CROSS

WC MANAGING ATTORNEY, COLUMBIA, SC

Favorite Places:
Costa Rica, Sonoma County, and the beach

Favorite Sports Team:
Clemson Tigers Football

Favorite Animal:
Dogs (especially my pittie Ladybelle)

Favorite Hobby:
Dancing and Exercising (current obsession is my Peloton)

Favorite Restaurant:
Any place that serves fresh seafood

Best thing about being an Attorney:
It sounds cliché but helping people. Businesses are made up of people and I love being able to talk to them and help them get the result they need/want.

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THIS NEWSLETTER ISSUE INCLUDES:

VERDICTS & DISPOSITIONS

Jerry Hayden (Miami, FL) (Workers' Compensation) Brian Stone v. Bed, Bath & Beyond and Sedgwick CMS, York Risk Services Group, Avizent *Primary Issues:* Authorization of Medical Care, Major Contributing Cause, Estoppel *Summary:* Contending they had only accepted a cervical sprain injury as compensable, the E/C denied continued medical treatment on the grounds the work accident was no longer the MCC of the need for care. The appointed EMA opined claimant's work injury completely resolved, leaving no impairment and requiring no restrictions. The JCC afforded the EMA opinions the presumption of correctness and DENIED the claim for authorization of continued medical care, attorney's fees and costs. The judge also rejected the claimant's estoppel argument related to the cervical condition.

Bill Smith and Chelsey Edgerly (Birmingham, AL) (Auto Liability) After a 3-day trial, the jury returned a defense verdict against both plaintiffs, a driver and passenger who claimed they were rear-ended by the Allstate insured defendant, who claimed that he stopped short, and that it was the plaintiffs' Chevy Silverado that rolled back into his Corolla. The Driver had a 10-year history of chronic lumbar pain and daily narcotics use, but no documented history of neck pain. Shortly after the accident, Driver saw a neurosurgeon who found a ruptured C4-5 disc. Driver told surgeon that he was hit by a car doing 35 mph. Driver had a fusion and was a Medicare recipient ($115,000 retail, $19,000 lien). The surgeon related the surgery to the accident by history, as there was no indication of prior neck pain. He said more probably than not, the accident, minor as it was, caused the need for surgery.

Passenger had a substantial history of neck and back pain, including a cervical fusion 7 years pre-accident, but in his deposition said he was 100% improved after the neck surgery all the way until the accident. A few months before the accident, Passenger had applied for disability and claimed severe limitations on daily activities. After the accident, he saw a chiropracter and had $3,500 of treatment.

Just before the accident occurred, Plaintiffs had picked up some old tires and were taking them to a recycler. Their pickup was loaded with 20-30 junk tires. Driver had said in his deposition that he and Passenger both loaded the tires, but at trial Driver said the Goodyear employees loaded the tires. Defendant took pictures of the vehicles at the scene; they were still touching and the damage was minimal. Both men said they immediately felt discomfort in their neck after the impact, but neither reported injuries at the scene; both of them were treated and released from the ER.

The case was tried in Etowah County Circuit Court, traditionally a liberal jury venue due to Goodyear union employees but in recent years has become more conservative. The jury deliberated 45 minutes before delivering defense verdicts.

Carl Bober and Evan Zuckerman (Hollywood, FL) (Property) obtained a defense verdict following a jury trial in Fort Lauderdale in the case of *Lidda Perera & Francisco Perez v. Security First Insurance Company*. The case concerned a first party property insurance claim related to a water loss allegedly causing damage throughout the residence, for which Security First had extended coverage. The trial involved a scope and pricing dispute, with the Plaintiffs seeking the full replacement of their kitchen cabinetry, as well as the replacement of drywall/baseboards/painting in several rooms of their home. Opposing counsel from the Strems firm had been demanding in excess of $100K to fully resolve the case. Plaintiff Lidda Perera claimed that the prior payment was insufficient to repair all of their damages, even though she had only made minimal repairs and had not used most of the money she had previously been paid. Plaintiff's expert general contractor testified that the cost to properly compensate the Plaintiffs for their damages well-exceeded the prior payment. For the defense, Security First's expert general contractor testified that the scope and price of the repairs allowed by Security First were appropriate, that no additional payment was required, and that he personally would have made the repairs for the amount previously paid for the loss. The jury found in favor of Security First in thirty minutes, finding that the Plaintiffs failed to prove that the cost to repair the water leak damages exceeded the amount already paid by Security First. Our motion to seek the recovery of Security First's attorney's fees and costs is pending.

Evelyn Greenstone Kammet (Miami, FL) (D&O/Appeal) successfully defended a shareholder derivative action brought by a Sunny Isles Beach hotel owner who purchased a unit in a neighboring condominium simply to obtain standing to sue

the condominium association derivatively. The derivative action named the condominium association and each of its board members individually, asserting claims for breach of fiduciary duty and injunctive relief. Both causes of action were based on allegations that the association wrongfully refused to accept an offer of $2.5 million to purchase association property and refused to assert a claimed legal right against RK Centers, LLC ("RK") for an alleged failure by RK to repair damages to a sewer main servicing the condominium.

The trial court ordered an investigation into the allegations of the derivative complaint pursuant to Fla. Stat. 617.07401 to determine whether maintaining the action was in the association's best interest. After an extensive months-long investigation, the investigation revealed that Plaintiff did not adequately represent the interests of the association's members due to his personal motivation in filing suit, that motivation being his desperate need for additional parking for his hotel, which is located across the street from the condominium. Plaintiff admitted during the investigation that he had been leasing association-owned property for hotel parking since 1999. The investigation revealed that Plaintiff purchased a unit within the condominium immediately after the association declined to renew his lease for a portion of the property on which he was parking 100 cars for his hotel. The non-renewal occurred just before Plaintiff signed a purchase and sales agreement with a developer for the sale of another 170-space parking lot which was used by the hotel, on which the developer planned to construct a mixed-use condo-hotel. Plaintiff filed the derivative action within weeks of the association's decision not to sell him the property because the failed sale and the expiration/non-renewal of the lease agreement left him desperate for parking for his hotel.

Based on these findings, and others, the trial court entered a final order of dismissal with prejudice. Plaintiff then appealed the trial court's order. Ms. Kammet successfully defended the appeal, resulting in a published opinion of Florida's Third District Court of Appeals. See *Cornfeld v. Plaza of the Americas Club., Inc.*, 273 So.3d 1096 (Fla. 3d DCA 2019). Not only did the appellate court affirm the trial court's dismissal, but it awarded Defendants' their appellate attorneys' fees, remanding the matter to the trial court to determine the amount to be awarded. On remand, and as a result of a previously filed motion for prevailing parties' attorneys' fees and costs (for the fees and costs incurred at the trial court level), the trial court granted entitlement to Defendants for reimbursement of their fees and costs as prevailing party pursuant to Fla. Stat. 718.303, awarding one-hundred percent of the fees and costs sought. This resulted in the entry of a Final Judgment of Fees and Costs on September 17, 2019 in the amount of $268,266.96 in favor of Defendants.

James Merritt, Jr. (Atlanta, GA) (Commercial Auto)
This claim is a personal injury case arising from an automobile accident in which the Plaintiff's vehicle was totaled and our client admitted sole negligence in causing the accident. The Plaintiff claimed orthopedic spinal injuries which led to multiple surgical procedures including implantation of a spinal cord stimulator. The Plaintiff also claimed to have had an allergic reaction to a pain medication he was taking for his injuries, which he claimed caused his kidney disease to progress to stage-4 failure, requiring dialysis and necessitating a transplant. In total, the Plaintiff alleged around $750,000 in total special damages and claimed permanent injuries and disabilities from the accident, as well as a permanent loss of future income.

Our client's insurer had two policies which combined to provide $1.1 million in total liability coverage, yet they rejected the Plaintiff's $1.1 million policy-limits demand. Prior to trial, the defense offered up to $750,000 to settle the case, but that offer was rejected with Plaintiff counsel saying his client wouldn't settle the case now even if $1 million was offered. Plaintiff's counsel was a very experienced and well-known trial lawyer in this part of southern Georgia, having tried over 500 cases in this very court. The Defen-dant testified at trial and took complete responsibility for causing the accident, but explained that the property damage was not as bad as the photos looked.

"... awarding one-hundred percent of the fees and costs sought."

After a 1-week jury trial in the Superior Court of Glynn County, Plaintiff asked for a total verdict of over $10 million in closing argument. In closing arguments, Mr. Merritt suggested that a total verdict of between $30,000 - $50,000 would be more reasonable and fair. After deliberating for only about 30 minutes – 15 minutes of which was spent selecting a foreperson – the jury returned a total verdict of only $2,500.00, including $0 for pain and suffering and $0 for the Plaintiff's extensive kidney injuries and treatment. Plaintiff filed a motion for a new trial, but the trial court subsequently denied that motion as well.

Verdicts & Dispositions, Continued

R. Gregory Lewis (Charlotte, NC) (Automobile Liability) obtained a favorable result in Mecklenburg County in the case of *Nelda Daniels, Administrator of the Estate of Max Daniels vs. Susan Flow.*

Plaintiff filed suit in August 2018 alleging her decedent husband (then 69 years old) had been injured in a car accident on August 18, 2015 wherein Defendant turned left into the path of the approaching Plaintiff resulting in a 2nd collision between decedent's vehicle and a 3rd party vehicle. Liability was accepted. Property damage was substantial, with both parties being injured, and Defendant transported by EMS to the local ER. The decedent was treated for an elbow laceration at the scene, denied EMS transport, and was seen later that day at an Urgent Care for elbow and neck pain. Approximately 27 months later, the decedent died at age 72 from COPD, peripheral vascular disease, chronic obstructive pulmonary disease, end stage ischemic cardiomyopathy, and acute renal failure. Plaintiff Administrator/wife testified that he had substantial limitations following his injuries, never fully recovered, couldn't engage in and enjoy previous activities of daily living, became depressed, and "never was right again until he died." There was no evidence nor contention that the MVA contributed to his death.

The decedent's past medical history was negative for knee joint and shoulder joint complaints. His past history was positive for COPD, and it was documented that Plaintiff had refused for years the instruction to quit smoking.

"...the case settled for less than 3% of the original arbitration submission, including fees and costs."

Jury demand: $175k. Plaintiff's counsel attempted "reptile theory" tactics that were diffused with proprietary methods of response. Plaintiff dismissed the claim for medical expenses (approximately $12,000) and did not offer evidence of same, only claiming pain and suffering and permanent injury through the date of decedent's death. NC does allow a "survivor's action," preserving the right to bring a bodily injury claim, including pain and suffering and permanent injury, by the personal representative.

Verdict: $18k, following 2.5 days in trial and 2.5 hours deliberation. The verdict with addition of pre-judgment interest and costs was not in excess of the Offer of Judgment served early in the litigation, and therefore Defendant's post-Offer costs will be taxed to Plaintiff.

Aron Rudman (Hollywood, FL) (Property) obtained a Motion for Summary Judgment before Judge Phillips in Broward County in the case of *Roy Melchoir v. Citizens Prop. Ins. Corp.*

This one-count action stemmed from Plaintiff's claim that Citizens breached the contract of insurance between it and its Insured by failing to pay insurance benefits as a result of interior damage at the property purportedly caused by Hurricane Irma. During its claim investigation, Citizens' field adjuster did not observe any "peril created opening" to the building, which is required under the policy in order for interior rainwater damages to be covered. Citizens therefore denied the Plaintiff's claim in full (no exterior damages were claimed as this was a condominium).

In defense, we took the depositions of the Plaintiff and his post-suit damages loss consultant. With respect to the Plaintiff's deposition, we confirmed that the alleged water source involved rainwater, pinned down that he is not an expert in construction, and further established that he does not have knowledge regarding the alleged cause of the rainwater intrusion. As to the loss consultant, he initially testified that he documented interior water damage in the property and prepared an estimate for the same. However, we secured testimony in which the loss consultant denied having any causation opinions regarding the rainwater intrusion.

The Court ultimately granted our MSJ and we are currently pending Citizens decision on whether to seek enforcement of our previously expired proposal for settlement.

Terrence L. Lavy and William Kratochvil (Ft. Myers, FL) (First Party Property) obtained a defense award in non-binding arbitration in Island Tower v. Citizens. Hurricane Irma made landfall as a Category 3 storm on Marco Island, FL. Island Tower is a six-floor commercial condominium with a window-wall design and the insured was under a wind-only policy. Plaintiff's claim featured roof and window damage with resulting water penetration throughout the structure. The claim was timely reported, but upon investigation, it was determined that observed leaks were due to poor maintenance rather than storm damage.

Although there was interior water damage, no storm-created opening was observed. Plaintiff had the roof resurfaced, calling it a temporary repair. Citizens denied the claim.

During the litigation, Plaintiff retained engineers and contractors to contradict the investigation. At arbitration, it initially sought $4.8 million, plus entitlement to attorneys' fees and costs. We took these experts to task for faults in their evaluation of the property. We showed that plaintiff's engineering opinions were not creditable because they did not perform adequate testing. Most compelling was that Plaintiffs' damages assessments were grossly overstated. When this was proved at the arbitration, Plaintiff was permitted to submit a revised estimate. In response, we showed the arbitrator how, while the revised result was a lower total, the contractor actually increased its measurements and increased its unit pricing by 20% and more to maintain the maximum possible claim amount. The most egregious points were that: window pricing was doubled and while roof pricing increased 20%, scopes of work related to the roof were added. Finding in Citizens favor, the arbitrator opined that the contractor "would have to be significantly rehabilitated to convince me of the accuracy of their report(s)."

Since the arbitration was not binding, plaintiff submitted a motion for trial de novo. However, shortly afterward, the case settled for less than 3% of the original arbitration submission, including fees and costs.

James Merritt, Jr. (Atlanta, GA) (Commercial Auto) After colliding with a Staples 26-foot delivery truck in an office complex parking lot, the Plaintiffs (the driver and passenger in the other vehicle) filed this personal injury case against Staples and its delivery driver. Staples denied liability for the accident. At mediation, Staples offered a nominal amount to settle, but the Plaintiffs refused to come down from their demand of around $1 million. The Plaintiffs claimed a combined total of around $250,000 in medical bills, which included surgery on one of them. Photos of the property damage were unimpressive – the Plaintiff's Honda Pilot SUV sustained only minor damage costing around $1,500 to repair. The Plaintiffs' treating doctors all blamed their injuries on the subject accident. However, the defense offered the un-rebutted testimony of a biomechanical expert, who testified that the force of this minor, low-speed parking lot accident could not have possibly caused any injuries more than a temporary soft tissue injury. Since the trial took place in the State Court of Gwinnett County, which has been an increasingly dangerous venue for the defense in recent years, the defense hired a jury consultant to assist them in voir dire. After a 3-day jury trial, Plaintiff's counsel, who is a polished and respected trial attorney, asked the jury for a total verdict of over $1,300,000.00 in his closing argument. After deliberating for around 2 hours, the jury returned a defense verdict ($0.00). The Plaintiffs then hired appellate counsel, who tried to leverage a settlement from Staples if they avoided a potentially lengthy appeals process, and then filed a motion for a new trial. Mr. Merritt filed an aggressive response in opposition to that motion, which included a cross-motion for attorneys' fees for frivolous litigation. After reading the response and motion for sanctions, Plaintiffs' trial counsel withdrew from the case altogether and their appellate counsel withdrew his motion for a new trial just days before oral argument was scheduled to take place.

Matthew Bernstein (Deland, FL) (D&O) obtained a Summary Judgment in favor of a real estate association and its individual Board of Directors, all of whom were named respondents, in a declaratory judgment action filed by the Association's former President. The Petitioner alleged that the Association and its Directors improperly removed him as President at its first annual meeting in 2019. He sought a declaratory judgment reinstating him to that position, claiming a conflict and ambiguity in the Association's Bylaws. The parties presented competing motions for summary judgment. The Court granted Respondents' Motion on the bases that Petitioner had exceeded term limits per the Bylaws and was not properly appointed or ratified as President at the annual meeting, as argued by Respondents. Therefore, Petitioner could not prevail because he was ineligible to continue serving as an officer and could not have been improperly removed from a position he never held in the first place.

Ashley Landrum (N. Palm Beach, FL) (Property Damage) obtained a Defense Verdict in the case of Avishay Rubin v. Wells Fargo Bank, N.A. Plaintiff alleged that the yellow bollards in the drive-through lanes were improperly placed too close to the edge of the curb which damaged his car as he was exiting the lane. He further alleged that Wells Fargo had notice and knowledge of the issues with its bollard placement causing damage to its customer's vehicle because of the scrapes and marks present on the bollard after the incident occurred. His arguments were countered by presenting evidence that the yellow bollard was an open and obvious condition, nothing was present to obstruct his or other customers view of the bollard, Plaintiff saw the yellow bollards as he entered the drive-through and was aware of their placement in front of and behind the depository equipment, and that this location has never had an issue with or claimed damage to a customer's vehicle caused by the bollard. Further, the bollards' presence was to protect the drive-through equipment, which

Verdicts & Dispositions, Continued

necessitates a bollard in front of and behind the drive through equipment. After hearing all of the evidence, the Court rendered a Defense Verdict.

Michael Becker (Atlanta, GA) (Premises Liability Appeal) Plaintiff Angela White sued her satellite service provider on a premises liability theory after she tripped and fell over wires in her bedroom. During her deposition, Plaintiff testified that she knew about the wires prior to tripping over them, they were visible and out in the open, and that the morning of the incident she jumped up out of bed and ran to the bathroom without looking, tripping over the wires on the way. She also testified that the fall took place more than two years before she filed her complaint, making her claims untimely. Following discovery, DIRECTV moved for Summary Judgment, arguing that the statute of limitations barred her claims; that the hazard was open and obvious; that Plaintiff failed to exercise ordinary care for her own safety; and that an independent contractor installed the wires, and so DIRECTV could not be liable as a matter of law. In response, the Plaintiff filed an affidavit contradicting her earlier testimony regarding the statute of limitations without explanation for the contradiction. The trial court denied DIRECTV's motion for Summary Judgment. DIRECTV requested and was granted an Interlocutory Appeal in which it argued that Plaintiff's complaint was time-barred and the trial court was required to disregard her contradictory affidavit under Georgia law. The Court of Appeals agreed and reversed the trial court, finding Summary Judgment to DIRECTV proper.

Maloree McDonough (Birmingham, AL) (Auto Liability) obtained a favorable verdict in a two-day jury trial against an Allstate insured in Birmingham, Alabama. This claim involved a car accident in which the Defendant rear-ended the Plaintiffs' vehicle which was stopped at an intersection. The Defendant admitted liability prior to trial, so the only issue in dispute was the amount of damages to be awarded to the Plaintiffs. Plaintiff Iris Hunter claimed a permanent neck and back injury as a result of the accident and her husband, Melvin Hunter, claimed temporary back and neck pain.

The evidence showed that Iris Hunter had a history of chronic fibromyalgia pain and had last received an injection for neck pain two years before the accident. After the accident, Ms. Hunter was diagnosed at the ER with a back and neck strain. She followed up twice with her primary care doctor and completed a round of physical therapy. In a pretrial motion, Plaintiff's counsel attempted to exclude evidence of Iris Hunter's pre-existing treatment for fibromyalgia, arguing that it was irrelevant. The judge initially granted Plaintiff's motion, but after Maloree made an offer of proof with a post-accident medical record where Ms. Hunter told her doctor that she didn't know if the pain she was experiencing was from the auto accident or the fibromyalgia, the judge reversed her ruling and allowed the jury to hear evidence of prior treatment for fibromyalgia. Iris Hunter proved medical bills related to her treatment in the amount of $18,042.

Mr. Hunter was treated at the Emergency Room following the accident where he was diagnosed with a bruised abdomen and had one follow-up visit with his primary care physician. His medical bills were not introduced at trial.

Plaintiff's counsel asked the jury to award $258,000 to Iris and $20,000 to Melvin. In her closing argument, Maloree emphasized Ms. Hunter's history of chronic fibromyalgia pain. She suggested a verdict of $20,000 for Ms. Hunter and $1,000 for Mr. Hunter. The jury brought back a verdict in favor of Ms. Hunter for $20,000 and $500 for Mr. Hunter.

James Merritt, Jr. (Atlanta, GA) (Premises Liability) obtained Summary Judgment in State Court of Gwinnett County for a national retail chain in a wrongful death action filed after the Plaintiff's late husband became dizzy and fell while climbing into the back of his box truck, landing on his head. Plaintiff was airlifted to a nearby hospital where he later succumbed to his injuries. The parties stipulated that no Lowe's employee ever made any physical contact with the decedent and that the decedent had voluntarily decided to climb onto the back of his truck to re-arrange building materials which he had just purchased from the store. The Plaintiff claimed that Lowe's had violated an internal policy which allegedly required spotters when loading certain items into customer vehicles with a forklift. Lowe's filed a Motion for Summary Judgment, showing that Lowe's never owed nor breached any duty to the Plaintiff's decedent. The Court agreed that neither Lowe's nor any of its employees did anything to cause or contribute to the decedent's fall and subsequent injury and did not breach any duty owed to the decedent. After taking oral argument, Lowe's' Motion was granted in its entirety from the bench.

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HISPANIC & LATINO HERITAGE MONTH

DIVERSITY & INCLUSION

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Vernis and Bowling recognizes and celebrates National Hispanic Heritage Month. This celebration honors the diversity, culture and contributions of both Hispanic and Latino Americans. Hispanic Heritage month is celebrated from September 15th to October 15th. This period pays special tribute to and coincides with the Independence day celebrations in Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Mexico, Chile and Belize.

Carl Bober, Managing Attorney of the firm's Hollywood, FL office is a past President of the Broward County Hispanic Bar Association and continued to serve as an Officer and Board Member for nearly 10 years. During his tenure as President, he advocated for diversity in judicial appointments, represented Hispanic members of the community on a pro bono basis, and promoted social service organizations providing wide-ranging support to recent immigrants and minorities.

STAY UP TO DATE

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

LAWYER WELL-BEING WEEK
MAY 4-8, 2020

In recognition of Mental Health Awareness Month, Vernis & Bowling celebrated Lawyers Well-Being Week from May 4-8, 2020. The firm shared resources with the firm's attorneys and staff to boost health and happiness year-round.

GEORGIA LEGAL FOOD FRENZY

Vernis & Bowling's Atlanta, GA office **raised a total of $908.52 for the Georgia Legal Food Frenzy**, which is equivalent to 3,632 meals. The contribution will benefit the State's eight regional food banks which is so vital right now. Thank you again to our employees that supported this great cause!

Vernis & Bowing's Atlanta, GA office had a photo competition to keep spirits up during the COVID-19 pandemic. One of the winning photos was legal assistant Larissa Fogelman's submission of her cat "working" from home.

As a reminder to be creative, keep learning, and to stay positive no matter the obstacles we face, Vernis & Bowling's Deland/Central FL office held a contest for children of the office's attorneys and staff. The topic was "United We Stand", and the participants were asked to submit a drawing, poem or video. Here you can see the winning creations!

Andrew Bray in Vernis & Bowling's Miami, FL office was selected to serve as Board Secretary of the National Board of the Green Beret Foundation. This organization provides Special Forces Soldiers and their families with emergency, immediate, and ongoing support. Learn more here: www.greenberetfoundation.org

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