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NEWSLETTER

Florida Local Government Law Overview of Cyber Security and Data Privacy

By Janette M. Smith, Government Law Attorney

With the increasing reliance on technology and the growing threat of cyber-attacks, phishing, ransomware, and other cyber intrusions, governments have been taking proactive steps to strengthen their cyber security and data privacy measures. Florida has recently enacted several laws to address these issues and protect the privacy and security of its residents' information. In this article, we will provide an overview of the most recent laws in Florida related to cyber security and data privacy.

House Bill 7055 and House Bill 7057 were signed into law in 2022 to tackle cyber security and ransomware incidents, to protect the public, and ensure the security of government systems and data.

House Bill 7055 aims to strengthen the cyber security measures of state agencies and local governments in Florida. It establishes a comprehensive framework for managing and mitigating cyber security risks, including the use of best practices for information technology security, risk assessments, and incident response plans. The bill requires state agencies and local governments to regularly update their cyber security measures to adapt to evolving threats and vulnerabilities. One of the key provisions of House Bill 7055 is the establishment of a cybersecurity strategic plan. This plan requires the Florida Department of Management Services, acting through Florida Digital Services, to develop and implement a strategic plan that outlines the state's overall approach to cyber security. Each local government entity is required to adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The plan must address various aspects of cyber security, including risk management, incident response, training and education, and coordination among state agencies and local governments. This plan must be ready by January 1, 2024, for counties with a population greater than 75,000 and for cities with a population greater than

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Get To Know Janette Smith

My Path to Law:
For as long as I can remember, I have wanted to be a lawyer. I even have evidence in the form of a "Memory Book" created in third grade stating that I will be a lawyer. However, the road to achieving this goal was a little longer than most as I fell into my first career in information technology (IT) at the age of 16, when I began building computers as a volunteer for the Make-A-Wish foundation. Pursuing a career in IT proved to be the right choice at that time and IT continues to integrate with my career as a lawyer. As a government attorney with multiple entities, every day is different! However, I do get to focus on complex technology contracts and negotiations, as well as stay current on cybersecurity and artificial intelligence integration in both the field of law and government.

Hobbies:
Photography, boating/fishing, and taking care of my two dogs (they love the water park)

Favorite Band/Music:
Tom Petty and the Heartbreakers

Favorite Place:
Florence, Italy

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THIS NEWSLETTER ISSUE INCLUDES:

VERDICTS & DISPOSITIONS

G. Jeffrey Vernis (N. Palm Beach, FL) and Timothy Kazee (Deland, FL) (Premises Liability) obtained a Defense Verdict after a week-long trial in Volusia County, Florida, in a case in which the Plaintiff demanded more than $1.3 Million. In 2019, the Plaintiff was shopping at Lowe's Home Centers, LLC, and there was a pallet at the indoor garden center entryway. The aisle was blocked-off as workers were operating equipment and moving products. After entering the building, the Plaintiff walked with his wife around the pallet to a shelf to shop at the restricted aisle. A Lowe's employee told the Plaintiff to leave the restricted area, and he backed up and fell on the pallet. The Plaintiff's liability expert (George Zimmerman) testified that Lowe's violated numerous codes and ordinances, and the Plaintiff argued Lowe's violated its own policies and procedures through its pallet placement. Lowe's offered the testimony of its corporate representative and employees to show that code, ordinances, policies, and procedures were not violated. The incident was captured on store surveillance.

As a result of the incident, the Plaintiff claimed severe injuries to his knees, hip, and back, and he underwent multiple injections and an extensive back surgery. He incurred more than $144,000 in past medical expenses. Plaintiff's life care planner projected annual invasive procedures and a surgery, and total economic damages were demanded in excess of $550,000. Lowe's offered expert testimony of an orthopedic surgeon to show that Plaintiff's injuries were temporary aggravations of pre-existing arthritic conditions, despite the absence of any prior complaints or treatment for the area of operation and continued treatment. The Defense moved for Directed Verdict. After extensive argument, the Court granted Lowe's Motion for Directed Verdict as to open and obvious condition (no duty to warn) and granted as to no hazardous condition for which Lowe's had knowledge superior to the Plaintiff (no duty to correct) but left for the jury to decide whether Lowe's breached the duty to maintain the premises in a reasonably safe condition. After a very brief deliberation, the jury returned with a verdict finding that Lowe's was not negligent. The Court has reserved jurisdiction for post-trial motions, including Defendant's pending Motion to Tax Fees & Costs to the Plaintiff based upon a Proposal for Settlement.

After a very brief deliberation, the jury returned with a verdict finding that Lowe's was not negligent.

Jeff Gill (Pensacola, FL) (Premises Liability) obtained Final Summary Judgement in Leon County, Florida in the case of Wiggins v. Whataburger. Plaintiff Bettie Wiggins, a 77-year-old female, tripped and fell over a "crumpled" entrance mat sustaining significant injuries to her knee and back. We successfully argued that our client, Whataburger, did not have actual or constructive knowledge of the condition of the mat and, therefore, had no liability. Plaintiff was represented by a large personal injury firm in Florida and had filed a proposal for settlement in the amount of $1,000,000.

Bill Smith and Jennifer Whitworth (Birmingham, AL) (Auto Liability) obtained a Defense Verdict in a jury trial that took place in the Circuit Court of Jefferson County, Alabama.

The Plaintiff, Patrick Conn, filed a Complaint against the Defendant, Grant Mullins, alleging negligence and wantonness related to an April 21, 2021 motor vehicle accident. Plaintiff claimed that he and Mullins were traveling next to each other on a 4-lane highway when Mullins' vehicle suddenly came into his lane of travel and caused a collision. The police officer testified that Mullins told him that he had missed his turn and was attempting to make a right turn from the left lane. Mullins testified that he was in the left lane when he realized he had missed his turn, so he turned on his right turn signal, moved into the right lane, and then slowed down to make a right turn, which he had almost completed when the Plaintiff struck him in the rear. The Defense presented evidence that the Plaintiff was talking on his cell phone at the time of the collision and argued that the distracting phone call prevented the Plaintiff from seeing Mr. Mullins' vehicle making a right turn in front of him.

The Plaintiff claimed headaches and low back pain following the collision, for which he sought treatment at the emergency room followed by three months of physical therapy. The Plaintiff requested the jury to award him $50,000. The jury returned a Defense Verdict.

Michael Becker and Kimberly Sheridan (Atlanta, GA) (Premises Liability/Slip and Fall) obtained a Dismissal in Federal Court. Plaintiff Qur'an Abdul Khaliq filed suit for injuries allegedly sustained in a slip and fall at Office Depot. She alleged a concussion, alleged a brain injury, and injuries to her teeth and knee and claimed damages for lost income, medical expenses, and pain and suffering.

Plaintiff filed suit shortly before the statute of limitations and failed to correctly serve the complaint until after it expired. After removing to federal court, the Defense filed a motion to dismiss based on defective service and the statute of limitations. The Court granted the motion and entered judgment in favor of the Defense.

Jeff Gill (Pensacola, FL) (Property) obtained Summary Judgment in Franklin County, Florida. Plaintiff Robert Lyons, represented by Morgan and Morgan, was servicing the pool on Defendant's property when he fell on the walkway to the pool, sustaining a right knee injury that required three surgeries and incurring more than $178,000.00 in medical bills. Plaintiff maintained that the defendant had failed to maintain the walkway since Defendant's maintenance man had passed away approximately 1 year earlier. He also testified that he had informed the Defendant of the dangerous condition of the walkway on multiple occasions. The Court accepted our argument that Plaintiff had utilized a shortcut over a decorative bench and that, as such, Defendant had no duty to maintain that bench for a purpose for which it was not designed. The Defendant had filed a proposal for settlement in the amount of $175,000.00.

John P. Daly (North Miami, FL) and Michael Ferral (Miami, FL) (Property) obtained a Defense Verdict on behalf of their client, Security First Insurance Company, in a first-party property breach of contract action brought by Plaintiffs against their homeowner's insurance carrier. The jury trial was held in Miami-Dade, Florida.

In 2019, the Plaintiffs filed a claim with Security First, alleging that on or about September 10, 2017, the insured property sustained sudden and immediate water and wind damage as a result of Hurricane Irma. The Plaintiffs did not notice nor report the damage until November 2019. After concluding its claims investigation, Security First denied coverage based on the policy's "peril created opening" exclusion. As a result, the Plaintiffs filed suit on February 3, 2020, and sought a declaration from the court that there was a covered loss under the policy, that Security First had an affirmative duty to adjust the loss, and an award attorney's fees and court costs.

The Plaintiffs' expert (Al Brizuela, P.E.) testified at trial that Hurricane Irma damaged the Plaintiffs' roof and had ultimately led to the interior water damage. Despite knowing the age of the roof (almost 20 years old at the time the Plaintiffs first noticed the damage), the Plaintiffs' expert repeatedly stated that roof damage could only be the result of Hurricane Irma. For the defense, Security First's corporate representative testified that the claim was denied upon a thorough investigation of the property, including the opinions of its pre-suit engineer, Dustin DiPersia, P.E. He testified that there was no evidence of any peril created openings on the roof and that the roof showed significant signs of wear and tear due to age-related deterioration. The jury returned a verdict in favor of Security First finding that the Plaintiffs failed to meet their burden to show that their property sustained damage during the policy period.

The Plaintiffs' last demand prior to trial was $140,000 inclusive of attorney's fees and costs.

Terry Lavy (Ft. Myers, FL) (Property) obtained an arbitration defense award in a complicated and contentious case for Citizens Property Insurance Company. Plaintiff was a general contracting firm, whose owner is well known in construction defect litigation circles as a causation and damages expert. Focusing on high-end property disputes, they frequently assert multi-million-dollar claims. The firm it hired "focuses its practice on insurance policy disputes."

Plaintiff obtained an assignment of benefits from a Homeowners Association. It contended the buildings sustained leaks during 2014 and 2015. As a result of widespread water penetration, alleged to be wind-created openings, there was extensive wood-rot of siding. The damage was hidden beneath a surface of vinyl siding. Demolition revealed the extent of the penetration and structural damage. Ultimately, the envelopes of both buildings were removed, structural supports were reinforced or replaced, and new siding

Verdicts & Dispositions, Continued

and windows were installed. Plaintiff subsequently filed its lawsuit.

The indemnity claim was $2,700,000.00 million. If successful, Plaintiff would be entitled to its attorneys' fees and costs, increasing the global exposure to above $3,000,000.00. Early in the litigation, Citizens offered a low proposal for settlement.

Debunking the suit was challenging due to a mail-room error which resulted in the insurer never having opened a claim prior to suit. Efforts to dismiss for lack of pre-suit notice failed as Plaintiff could show receipt of the letter purporting to assert a claim in 2015.

The challenge was defending a case without a claim investigation or decision. Fortunately, two unit-owners were also insureds. They had filed claims which were investigated with an engineer. The investigations were limited to the units but revealed construction and maintenance failures on the exterior leading to long-term water penetration. The property was built with wood siding. When vinyl siding was installed, the wood was not removed and flashings were improperly installed. On the maintenance end, the sealants were old and worn. The combination resulted in structures that allowed water penetration into the siding and encapsulated it there. We rehired the engineer to evaluate materials stored by Plaintiff to expand his knowledge base.

A key tool in discovery for HOA and Condominium cases is the statutory record-keeping requirements. Through this, we were able to obtain a history of the property. Records were not as detailed as desired, but through them and depositions of unit owners, we were able to establish a basis for the associations' knowledge of long-term leaks in diverse locations—shown to exist at least as far back as 2011.

In an unusual turn, Plaintiff moved to disqualify Defense Counsel. The client considered this to be a compliment to the quality of the defense. Plaintiff did not want to litigate against a firm taking an aggressive posture. After evidentiary hearing, the motion was denied as unfounded.

We also used Plaintiff's strategies against it. Citizens provided wind-only coverage. Plaintiff also sued the HOA's all-perils carrier which excluded wind damage. Nearing completion of discovery, the other carriers settled, and plaintiff brought its full claims as to Citizens. We continued to point out their inconsistent positions.

Partnering with our client, we continued an aggressive approach heading into nonbinding arbitration. A second proposal for settlement expired just prior to the hearing. Citizens also filed for Summary Judgment and set same for hearing the next day following arbitration. At the arbitration, Citizens contended conclusively that Plaintiff had never identified a date of loss, cause of loss, or even the number of losses claimed. Each distinct loss, of course, would have its own deductible applied. Both sides relied on the extent of the water damage. To Plaintiff, this showed the extent of damage, but to Defendant, the extent of the degraded wood—up to 100% section loss—showed conclusively that the leaks predated the policies. The arbitrator's decision was held for 10 days.

Similarly, the Court took the Summary Judgment issues under advisement. Shortly after the motions were considered, the arbitrator issued his opinion in Citizens' favor. Trial had been scheduled to commence in May. The posture left Plaintiff with few options. The arbitration demonstrated the weakness of their position—and provided another basis for fee shifting. Plaintiff had 20 days to seek a trial de novo, but with Summary Judgment pending, it needed to settle quickly.

In an unusual turn, Plaintiff moved to disqualify Defense Counsel. The client considered this to be a compliment to the quality of the defense.

Citizens held all the cards. Its options: call the plaintiff's bluff and wait for expiration of the de novo period; wait for a Summary Judgment decision; and try the case confidently if that were denied. Eventually, it would recover fees and costs, but it would have taken years and appeals. Citizens chose to make a minimal settlement offer, well below 1% of the Plaintiff's demands. The case settled the same day.

Evelyn Greenstone Kammet (Miami, FL) (D&O/Appeal) Evelyn Greenstone Kammet successfully defeated two appeals filed by a unit owner against his condominium association regarding an award of attorney's fees (note, Ms. Greenstone Kammet also handled the evidentiary hearing regarding attorney's fees at the trial court level). Specifically, the unit owner sought $189,900.00 in attorney's fees, and when the trial court awarded fees in the amount of $39,960.50, the unit owner appealed. The appeal regarding the amount of fees awarded by the trial court was successfully defended by Ms. Greenstone Kammet on the basis that the unit owner's oral contingency agreement with his counsel was void, the unit owner's counsel failed to satisfy the requirements of a fee multiplier, and competent, substantial evidence supported the trial court's application of the federal lodestar approach. The unit owner then filed a second appeal, which was again successfully defended by Ms. Greenstone Kammet, in which the unit owner claimed that the trial court committed reversible error by finding that the association's tender of the judgment award suspended any accrual of interest. In the second appeal, like the first appeal, Ms. Greenstone Kammet obtained a per curiam affirmance of the trial court's decision by arguing: (1) the association's tender of the judgment award was unconditional, and thus it suspended any additional accrual of interest during the pendency of the first appeal; (2) the unit owner was precluded from rejecting the tender to later seek additional compounding interest; and (3) the unit owner's own conduct, including his counsel's violation of the Florida Bar Rules of Professional Conduct, prohibited him from collecting additional compounding interest.

Jeff Gill (Pensacola) (Negligent Security) obtained Final Summary Judgment in Miami-Dade County Circuit Court. Plaintiff was shot by an unknown assailant while visiting an apartment complex located in a high-crime area in Opa Locka, Florida. The court found that the Plaintiff had been targeted and that the crime, despite the high crime statistics, was thus unforeseeable. It also held that the Defendant had no duty to protect the Plaintiff/invitee from the assailant as the overwhelming weight of the evidence suggested that the assailant had fired from an adjacent property.

Evelyn Greenstone Kammet and Miguel Espinosa (Miami, FL) (D&O/Appeal) Evelyn Greenstone Kammet and Miguel Espinosa successfully obtained a Dismissal with prejudice of unit owners' derivative claims after all five iterations of their complaint were dismissed (over the course of two years) for failing to satisfy the particularity requirement of Fla. Stat. 617.07401(2), governing pre-suit requirements to maintaining a shareholder derivative action. The unit owners appealed the Dismissal, and Ms. Greenstone Kammet successfully obtained a per curiam affirmance by the Third District in addition to an award of appellate fees for her client. Ms. Greenstone Kammet then successfully defeated the unit owner's attempt to appeal the Third District's decision to Florida's Supreme Court, and she obtained another order granting her client reimbursement for attorney's fees incurred in connection therewith.

Michelle L. Hendrix (Pensacola, FL) (Personal Injury), assisted by Pamela Dimo, obtained a Defense Verdict after a three-day jury trial that took place in the Circuit Court in and for Okaloosa County, Florida.

Plaintiff, Kyong Song, filed a Complaint against Defendant, Charles T. Melburn, alleging he was negligent, on or about May 2, 2020, by biting off a portion of her female anatomy while performing a consensual sexual act on Plaintiff, Plaintiff's expert in obstetrics and gynecology testified that Plaintiff had lost this part of her anatomy as a result of the alleged sexual act. Plaintiff's expert also testified that Plaintiff suffered from lichens sclerosus, which supported the Defense's case, despite previously testifying in a discovery deposition that Plaintiff did not suffer from this condition. Upon realization that he had unwittingly supported Defendant's case, Plaintiff's expert returned as a rebuttal witness to recant his testimony, but then went on to say on cross-examination the second time that Plaintiff "possibly had lichens sclerosus." Defendant's expert in obstetrics and gynecology testified that Plaintiff's injury was not caused by trauma. Defendant's expert stated the injury was caused by atrophy or a condition in the lichens family which caused that part of the anatomy to fuse over itself.

Plaintiff also presented expert testimony from a psychiatrist. Plaintiff's expert in psychiatry testified that Plaintiff exhibited PTSD symptoms when seeing dark vehicles, such as the one driven by Defendant, and when near the airport because she had driven

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Defendant to the airport one time. Plaintiff's expert then went on to testify that Plaintiff would require, at a minimum, therapy one time per week for ten (10) years at a cost of $150 per session. He first saw her over two years after the incident, and Plaintiff had not received any psychiatric treatment in the three years since the alleged incident.

Plaintiff testified that she lost face in her traditional Korean community as a result of this incident. However, Plaintiff went on to admit during cross-examination that she also lost face in her community by getting two divorces and engaging in pre-marital relations. Plaintiff testified that face could be restored by returning home and praying on a mountain. Defendant testified that he did not commit this egregious act. He also testified that the Plaintiff had a dark car, and at the time of the relationship, he owned two white vehicles.

Plaintiff went on to admit during cross-examination that she also lost face in her community by getting two divorces and engaging in pre-marital relations.

Plaintiff claimed that, since the alleged incident, she suffered from urinary incontinence, pain, PTSD, the loss of her femininity, and a lifetime of loneliness. Plaintiff had not sought treatment for the loss of her female anatomy or her PTSD. Her attorney requested the jury award her $16,500,000.00, but he told them that the decision was ultimately up to them. The jury returned a Defense Verdict after fourteen (14) minutes of deliberation.

Evelyn Greenstone Kammet (Miami, FL) (D&O) Evelyn Greenstone Kammet successfully obtained a Dismissal of a condominium unit owner's claims against a condominium association for breach of contract, the unlawful filing of a false document in violation of Fla. Stat. § 817.535, and violation of the Florida Consumer Collections Practices Act, based on Florida's absolute litigation privilege and failure to state a cause of action, among other grounds. The unit owner appealed the dismissal to Florida's Fourth District, and Ms. Greenstone Kammet successfully defended the appeal, resulting in the Fourth District affirming the trial court's dismissal and granting the association entitlement to its prevailing party attorney's fees pursuant to Fla. Stat. §§ 817.535(8), 718.303(1) and 559.77.

Christopher Sabater (Miami, FL) (Property) obtained Summary Judgment in a late notice Hurricane Irma (2017) first-party property insurance claim against Citizens. The claim was not reported until March 24, 2020. During the claim investigation, Citizens sent out Reservation of Rights Letter and 3 Request for Information (RFI) Letters requesting documentation that would support the alleged cause of loss/ date of loss. The Insureds never responded to the RFI Letters. Moreover, none of the provided documentation predated 2020. Citizens denied the claim for prejudice because of the late reporting and failure to respond to the RFI Letters.

The Insureds filed Breach of Contract complaint. During litigation, we deposed the Insureds and they admitted to hiring a repairman to conduct repairs prior to providing notice of the claim to Citizens. There were no photographs taken prior to the repair alteration. Thereafter, we filed our Motion for Summary Judgement (MSJ) for Prejudice based: 1) Late Reporting, 2) Failure to Respond to the RFI Letters, and 3) Conducting Repairs prior to notice of the claim and not documenting the alleged damage prior to conducting repairs. Plaintiff filed a Response to our Motion for Summary Judgement that was supported by the affidavit of Engineer Harold Charles. The judge heard our MSJ and granted it; the judge agreed that this case similar to Perez v. Citizens Prop. Ins. Corp., 343 So. 3d 140 (Fla. 3d DCA 2022).

Christopher Sabater (Miami, FL) (Property) obtained Summary Judgment in a late notice Hurricane Irma (2017) first-party property insurance claim against Citizens. The claim was not reported until January 8, 2020. During the claim investigation, Citizens sent out a Reservation of Rights Letter and 2 Request for Information (RFI) Letters requesting documentation that would support the alleged cause of loss/ date of loss. The Insureds never responded to the RFI Letters. Moreover, none of the provided documentation predated 2020.

Citizens denied the claim for prejudice because of the late reporting and failure to respond to the RFI Letters.

The Insureds filed a Breach of Contract complaint. During litigation, the Insureds were deposed, and they admitted they knew about the damage back in 2017, right after the hurricane. The Insureds further testified that they did not hire a water mitigation company and that they performed repairs prior to providing notice of the claim to Citizens. The Insureds claimed they did not have any receipts from the repairs and there were no photographs taken prior to the repair alterations. Thereafter, we filed our Motion for Summary Judgement (MSJ) for Prejudice based: 1) Late Reporting, 2) Failure to Respond to the RFI Letters, and 3) Conducting Repairs prior to notice of the claim and not documenting the alleged damage prior to conducting repairs. Plaintiff filed a Response to our Motion for Summary Judgement that was supported by the affidavit of Engineer Grant Renne. The judge agreed that this case similar to Perez v. Citizens Prop. Ins. Corp., 343 So. 3d 140 (Fla. 3d DCA 2022).

Evan Zuckerman (Hollywood, FL) (Property) obtained Summary Judgment in a water loss claim for Citizens Property Insurance Corporation on a post-loss document production issue.

Plaintiff Angelica Camacho made a claim for water damage that Citizens' field adjuster discovered during his investigation of a late-reported Hurricane Irma claim. The damage was allegedly caused by a supply line leak resulting from water treatment chemicals used by the City of Miramar. During the claim investigation, Citizens scheduled an examination under oath (EUO) at which it requested invoices and estimates from the Plaintiff relating to repair work performed. The Plaintiff failed to provide all the documentation she possessed and Citizens denied her claim.

The case proceeded to a hearing on our MSJ with the only defense being the Plaintiff's failure to comply with her post-loss obligations by not providing the requested documents. While Plaintiff, through counsel, attempted to defeat the motion by showing that she had provided at least some documents to Citizens' counsel during the EUO, the Court granted the defense's summary judgment motion, noting that Plaintiff's attempted compliance was insufficient as a matter of law.

Carl Bober and Ashley Arias (Hollywood, FL) (Property) obtained a Defense Verdict on behalf of their client, Citizens Property Insurance Corporation, in a first-party property breach of contract action brought by Plaintiff against her homeowners insurance carrier in a jury trial that took place in Fort Lauderdale, Florida. Plaintiff brought a breach of contract suit regarding a residential property insurance claim to her home related to Hurricane Irma. Plaintiff reported a claim for damage to her roof and water damage to the interior of her home, which Citizens had denied due to the late reporting of the loss having prejudiced their investigation of the claim. The Plaintiff sought payment for the complete replacement of her roof and repairs to ceilings and walls in several rooms at the property. Plaintiff's expert testified at trial that 38% of the roof had been damaged due to the winds from Hurricane Irma and that as a result, it had to be replaced per the Florida Building Code. For the defense, an expert engineer testified that while he found no wind damage to the roof that he could definitively correlate to Hurricane Irma, due to the late notice related to the passage of time between the storm and the report of the Plaintiff's claim, as well as intervening undocumented repairs, it was not possible for him to rule out that Hurricane Irma may have damaged the Plaintiff's property.

In less than 25 minutes, the jury found in favor of Citizens finding that Plaintiff failed to meet her burden to show that her property sustained a direct physical loss at the time of Hurricane Irma during the policy period. Defendant's motion seeking the recovery of Citizens' attorney's fees and costs is pending.

Plaintiff's Demand at Trial: $76,011.51, plus claimed attorney's fees and costs in excess of $100K+.

William G. Hyland Jr. (DeLand, FL) (Premises Liability) obtained a Dismissal pursuant to the Court's granting his Motion for Summary Judgment.

Plaintiff alleged that on March 13, 2018, she drove to a Wawa store in Auburndale, Florida. She parked next to a gas pump and exited her vehicle. She then began walking towards the front door of the Wawa store. While walking away from the gas pumps and toward the front door of the store, Plaintiff allegedly slipped and fell on the ground in the parking lot on "Oatmeal." The incident was captured on surveillance video taken by Defendant.

Verdicts & Dispositions, Continued

As a result of the incident, the Plaintiff claimed severe injuries to her knees, hip, and back, claiming multiple herniated discs. The plaintiff had knee surgery incurring $108,923.26 in unpaid medical bills. She also underwent multiple injections. The Plaintiff attorney demanded $1,000,000 to settle.

The Defense moved and filed for Final Summary Judgment and was able to obtain the deposition testimony of the former store manager and present the videotape of the incident to the court at the MSJ hearing. We argued in our MSJ that there was absolutely no evidence that the defendant, WAWA, had actual or constructive notice of any foreign substance on the ground causing the plaintiff's slip and fall. In sworn testimony, the former manager testified that there were no previous slip and fall incidents at this store near the fuel pumps where this incident occurred, either that day or at any time prior. Thus, there was a complete lack of evidence presented by Plaintiff in her deposition or in the deposition of former store manager, Kayleigh Tinjar, of any negligence on the part of Defendant.

The court ruled that Plaintiff had not established a prima facie case of negligence under Section 768.0755 Florida Statutes, as Plaintiff did not present sufficient evidence that WAWA had any actual or constructive notice of any foreign substance or dangerous condition that caused this incident. Due to a lack of evidence of any negligence on the part of Defendant, the Court entered an Order granting Summary Judgment in its favor on 6/6/2023.

Michael Becker and Kimberly Sheridan (Atlanta, GA) (Premises Liability/Negligent Security) obtained a Dismissal in the State Court of DeKalb County. Plaintiff was assaulted outside of a hotel and her room was robbed.

The Defense argued that there was no evidence of Plaintiff's room being robbed because Plaintiff was unconscious at the alleged time, that Plaintiff's security expert affidavit was based on uncertified or unsworn police reports that were not produced, and that the same affidavit failed to show proximate cause because it only contained summary legal conclusions about foreseeability rather than examining any role of the defendant's security failures. The Defense also pointed out that Plaintiff's other expert affidavit only spoke to how Plaintiff's memory could be affected by trauma, which impermissibly served as an expert opinion on how credible the Plaintiff was.

Last, the Defense argued that even if improvements were made that it would not have prevented the acts, pointing out that Plaintiff forgetting to lock her door or her invitation of the perpetrators inside were equally (if not more) likely to be the case with what little evidence the Plaintiff presented. The only evidence the jury would have considered would be impermissible speculation regarding security failures.

The court granted the motion and entered judgment in favor of the Defense.

Philip J. Fairman (Fort Myers, FL) (D&O) obtained a Final Summary Judgment in Lee County, Florida in the case of Iberia Bank v. Blue Water Coach Homes Condominium Association, Inc.

During construction of the condominiums, the developer learned that multiple units contained Chinese drywall. As a consequence, the developer was unable to sell those units. A Federal class action lawsuit in Louisiana was the forum for adjudication of the nationwide Chinese drywall claims. The Association filed claims on behalf of unit owners whose condominiums contained Chinese drywall. The developer also filed claims in the class action. Due to financial problems with its lender Iberia Bank, the developer assigned 80% of any recovery in the class action to Iberia Bank.

At the conclusion of the Louisiana multi-state litigation, the Association recovered approximately $1,250,000 for remediation reimbursements to the unit owners. The Association paid out approximately $250,000 to unit owners who remediated, but due to competing claims by past and current unit owners, as well as the claim by Iberia Bank to the entire $1,250,000 in recovered proceeds, the Association filed an impleader action and placed the $1,000,000.00 balance of non-disbursed funds into the court's registry. Iberia Bank filed a counterclaim against the Association for negligence, breach of fiduciary duty, and equitable accounting. The bank essentially claimed the Association wrongfully paid the unit owners for remediation of their units because it had priority in recovering the class action Chinese drywall recovery.

After a four-hour hearing on the Motion for Summary Judgement, the court determined that the Association was protected by the Florida Business Judgment Rule and was not negligent when it disbursed some of the proceeds to unit owners who remediated their units. The court also determined that the Association did

not breach any fiduciary duty on two grounds. The court agreed with our argument that officers and directors only owe fiduciary duties to unit owners and not to the association itself. Iberia Bank also argued that a fiduciary relationship was created through the Association's holding of the developer's settlement proceeds. The court agreed with our argument that because the developer did not remediate any of its units, it was not entitled to any payments for its remediation claims.

Proposals for Settlement were filed on behalf of the Association and Motions to Tax Fees and Costs against Iberia Bank are pending.

Amanda Brennan, Esq. and Kory Watson, Esq. (St. Petersburg, FL) (Negligence) obtained an order granting Final Summary Judgment on behalf of Defendant Mauricio Cabada in an action for gross negligence. The cause of action arose from a golf cart accident that occurred on May 22, 2019, when Defendant Cabada reversed a golf cart and struck Nicholas Berger in the leg while both were in the course of employment with Ritchie Brothers Auctioneers.

Prior to initiating this lawsuit against Defendant Ritchie Brothers Auctioneers and Defendant Cabada, Plaintiff accepted workers' compensation benefits for his injuries. Under Florida's workers' compensation statute, workers' compensation benefits are the only means of recovery against a co-employee unless the co-employee acted with willful and wanton disregard or unprovoked physical aggression or with gross negligence.

In his complaint, Plaintiff alleged that Defendant Cabada acted with gross negligence when he violently struck Plaintiff with the golf cart after he abruptly reversed the cart without first checking his surroundings and determining whether Plaintiff was clear of the rear of the cart. The only evidence in the record were deposition transcripts of Plaintiff and Defendant Cabada. It is undisputed that Defendant Cabada was driving Plaintiff to an auction lot at the time of the accident and that Plaintiff was seated behind Defendant Cabada facing the rear of the cart. Plaintiff testified only that when he arrived at his destination, the cart stopped, and he hopped off the golf. Defendant Cabada testified that as soon as he stopped the cart, another passenger began screaming because a truck was reversing towards the golf cart. Defendant Cabada looked behind the cart, thought he saw Plaintiff in the cart, told the passengers to remain seated, and then put the cart in reverse. The cart did not have rearview mirrors, but it did have a loud reverse alarm to alert anyone within the cart's path. Notwithstanding the allegations in his Complaint, Plaintiff's testimony was silent as to Defendant Cabada's actions leading to the accident.

To establish gross negligence, a plaintiff must show (1) a composite of circumstances, which together, constitute an imminent or clear and present danger amounting to more than a normal and usual peril, (2) an awareness of such danger, and (3) a conscious, voluntary act or omission that occurs in a manner evincing a conscious disregard of consequences.

Plaintiff alleged that Defendant Cabada acted with gross negligence when he violently struck Plaintiff with the golf cart

In their Motion for Final Summary Judgment, we argued that the record lacked any evidence of gross negligence. To the contrary, Defendant's undisputed testimony established that he acted with due care under the circumstances. The Honorable Dana Moore Tenth Judicial Circuit Court in and for Polk County agreed. According to Judge Moore, no reasonable jury could find that Defendant Cabada was grossly negligent.

John P. Daly (Miami, FL) (Negligence) obtained a Directed Verdict on behalf of Clinica Las Mercedes in a personal injury lawsuit presenting several theories of recovery, including negligence and battery. The suit was brought by a 72-year-old former Clinic patient. The jury trial was held in Miami-Dade, Florida before Judge David Miller.

For five years, Plaintiff had visited the Clinic nearly every day, mostly to engage in the games and activities the Clinic offered its elderly patients. The Clinic provided bus transportation for

Verdicts & Dispositions, Continued

its patients through a sister corporation, Clinica Las Mercedes Transportation.

On the day of the subject incident, Plaintiff attempted to report a Clinic bus driver for rude and unprofessional conduct. In response, the bus driver allegedly attacked Plaintiff, and in the ensuing altercation, Plaintiff's shoulder was dislocated. The Plaintiff underwent aggressive treatment, including surgery, and his medical bills were over $100,000.

The defense argued that Plaintiff had been the aggressor. The defense presented evidence demonstrating that Plaintiff had a long history of mental illness and argued that the altercation with the bus driver resulted from Plaintiff's psychotic break.

After Plaintiff rested, the defense made several directed verdict motions, primarily centering on whether the Clinic had been vicariously liable for the driver's alleged attack. (Plaintiff had earlier alleged negligent hiring and retention and premises liability theories, but these were dropped before trial.) Ultimately, Judge Miller determined as a matter of law that the driver had not been within the course and scope of employment with the Clinic and directed a verdict in the Clinic's favor.

On the day of the subject incident, Plaintiff attempted to report a Clinic bus driver for rude and unprofessional conduct. In response, the bus driver allegedly attacked Plaintiff, and in the ensuing altercation, Plaintiff's shoulder was dislocated.

Plaintiff's offer before trial was $200,000, and Defendant's last offer was $20,000.

Michelle Kane (Islamorada, FL) (Property) obtained Summary Judgment in a third-party claim for All County Towing, Inc. on an alleged violation of the Wrongful Non-Consensual Towing statute 715.07 and Broward ordinances 20-176.12 – 20-176.25, as well as, on a claim for negligence. Plaintiff, Chadley Morris, was visiting a friend in a HOA community when his vehicle was in the process of being towed for his violation of the parking rules. In an attempt to stop the tow, Mr. Morris entered his vehicle already hoisted on the tow truck wheel lift where he started the car and put it in reverse. As a result, the car fell off the lift and toppled over causing damage to the vehicle and alleged personal injuries. The Plaintiff alleged the property damage and personal injuries were caused by the tow company violating the Florida towing statute and Broward County ordinances, as well as, by the negligence of the tow truck operator. A primary issue in the case was whether the tow commenced before 1:00 a.m. in violation of the HOA rules and consequently in violation of the applicable statutes and local ordinances. During the discovery phase, the Plaintiff failed to produce evidence of the alleged illegal tow. In addition, the Plaintiff was found to be in violation of multiple court orders regarding discovery violations. Ultimately, the case proceeded to a hearing on All County's summary judgment motion. The court ruled in favor of All County on the merits of the claim and its defenses. The court found that the statute and ordinances did not create a private right of action and that there was no evidence of an illegal tow. In addition, the court also ordered the case dismissed with prejudice for Plaintiff's multiple discovery violations.

R. Gregory Lewis (Charlotte, NC)(Auto Liability) obtained a Defense Verdict on behalf of client GEICO in a 3rd party motor vehicle negligence liability action brought by Plaintiff against GEICO's insured in a jury trial that took place in Asheville, North Carolina (Greg's hometown). Plaintiff alleged that Defendant failed to keep a proper lookout and failed to reduce speed to avoid colliding at 45 mph with the rear of a vehicle that was pushed into the rear of Plaintiff's vehicle which was a total loss. Plaintiff alleged as a result she suffered a cervical herniation, thoracic sprain, and exacerbation of a pre-existing lumbar herniation, requiring EMS and ER treatment the day of the accident. She returned to the ER 5 days later complaining of abdominal pain. She next retained counsel, who referred her for chiropractic care and subsequently Plaintiff was referred by her attorney to a pain management doctor, who performed multiple

cervical epidural steroid injections, and a cervical radiofrequency ablation. The pain management doctor testified as an expert for Plaintiff and causally related all of the treatment over the course of 2 years, and approximately $60k in associated medical expenses (all of which were subject to liens and letters of protection). He forecast future medical expenses (unspecified) for continuing care and a spinal cord stimulator. Defendant alleged that she suffered a syncope episode where she passed out while driving on her way to get takeout dinner after she and her husband had been painting a bathroom all day. North Carolina recognizes a defense of sudden incapacitation. Regarding damages, the defense obtained an independent medical record review by an orthopedic surgeon, who opined that "Giving her the benefit of the doubt, Plaintiff suffered a Grade 1 cervical strain that would have resolved without treatment." He testified that based on her medical and psychological history, the jury could consider symptom magnification, exaggerated pain behavior, and secondary gain. He further testified she "has the capacity to really falsify and be inaccurate on her interpretation of life and what's going on" and has "the capacity to also alter reality." The jury deliberated for 2.5 hours. Pre-suit & mediation demand: $100k (policy limit) Verdict: $ 7,676.00 (EMS & ER charges) Based upon the cost-shifting provision of North Carolina's Offer of Judgment statute, Plaintiff's judgment for principal, interest, and pre-Offer costs (total of $9,175.94) will be offset by Defendant's costs ($7,308.31), with a net to Plaintiff of $1,867.63. Plaintiff's unrecoverable costs, exclusive of the $60k liens, are in excess of the recovery amount.

Tom Paradise and Tommie DePrima (Hollywood, FL) (Slip and Fall) obtained a Defense Verdict on behalf of their client, Panda Express, in a negligence action brought by Plaintiff, Altheda Henry, against Defendant, Panda Express, in a jury trial that took place in Fort Lauderdale, Florida, between June 6th through June 9th, 2023.

The Plaintiff claimed that she sustained injuries as a result of an incident that occurred on July 25, 2019, at Panda Express. The Plaintiff, Altheda Henry, was a Doordash courier and went to the Panda Express restaurant to pick up a food order. As she entered the restaurant, she alleges that she slipped and fell on a wet floor which caused her to sustain certain injuries. Ms. Henry alleges that Panda Express negligently failed to correct a dangerous condition about which it either knew or should have known by the use of reasonable care. As a result of the incident, Ms. Henry claimed that she severely injured her left knee, sustaining a torn meniscus which required surgery, and an injury to her hip and lower back which required prolonged physical therapy and injections to both areas. The past medical bills were in excess of $72,000.00 and there was a claim for future medical expenses as well. Panda Express took the position that they did not have notice of the hazardous condition on the floor and that the Plaintiff may have tripped or slipped as a result of the shoes that she was wearing at the time. The defense was also able to show some inconsistencies in her medical records regarding causation.

In less than 25 minutes, the jury found in favor of Panda Express with a finding of no liability. Due to an expired PFS, Defendant's motion seeking the recovery of Panda Express' attorney's fees and costs is pending.

Plaintiff's Demand at Trial: A range was submitted between $250,000.00 and $1,000,000.00.

Jeff Greenberg (DeLand, FL) (Insurance Coverage) obtained an order granting Final Summary Judgment on behalf of Defendant Esurance Property and Casualty Insurance Company in an action for breach of contract and alleged "bad faith" claims handling.

On September 14, 2022, the Plaintiff completed an application for an insurance policy with Defendant. The policy, which was signed and acknowledged by Plaintiff, listed a 2021 Volkswagen Tiguan as the covered vehicle. Two days later, on September 16, 2022, Plaintiff filed an insurance claim with Defendant for a vehicle that was reported stolen earlier that day. Defendant contacted Plaintiff that same day to follow up on the claim. Defendant notified Plaintiff that the vehicle listed on the policy had not been reported as stolen and that the vehicle listed on the policy was not the same vehicle listed as stolen in the police report, and accordingly denied coverage for the stolen vehicle since it was not listed on the insurance policy. Plaintiff, on multiple occasions thereafter, requested that Defendant reverse its claim determination claiming inadvertent error during the insurance application process.

Plaintiff filed a breach of contract claim alleging breach of contract and "bad faith" handling.

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Plaintiff argued that, based on his undisputed intent to cover the stolen vehicle - rather than the previously-owned vehicle he actually listed in his policy application - the insurance contract should be reformed to include the vehicle Plaintiff actually owned at the time of the policy inception, and that the Court should order specific performance by Defendant of the reformed contract. Defendant argued that providing Plaintiff with coverage by estoppel was inappropriate and that it can only be expected to provide coverage within the four corners of the actual insurance contract. Defendant further argued that a coverage determination in favor of Plaintiff would set a dangerous precedent unsupported by established case law, as insurance contracts should never be construed to reach an absurd result, and that such a ruling would require insurers to blindly adhere to the claimed intent of the insured after the insured has suffered a loss to specific property that was not covered at the time of loss.

Defendant further argued that a coverage determination in favor of Plaintiff would set a dangerous precedent unsupported by established case law

The Honorable Kenneth J. Janesk, II, Circuit Judge of the Seventh Judicial Circuit Court in and for St. Johns County agreed with Defendant's arguments, ruling in favor of Defendant Esurance Property and Casualty Insurance Company on the merits of the claim and Defendant's defenses. The Court found there was no breach of the insurance contract, and that Defendant had not acted in bad faith when it denied Plaintiff's claim.

Hiriana R. Tuch (Hollywood, FL) (Property) obtained an order granting Final Summary Judgment in the County Court of the 17th Judicial Circuit in Broward County, FL. The Plaintiff is a remediation company who allegedly executed an assignment of benefits agreement with the insured and provided remediation services to the insured following an alleged kitchen leak at the subject property.

Suit was filed for breach of contract and attached to their Complaint an unexecuted assignment agreement which was not executed by either the insured or Plaintiff and the assignment also failed to include a per unit cost estimate pursuant to Fla. Stat. 627.7152(2)(a)(2). Defendant filed a Motion to Dismiss Plaintiff's Complaint due to the assignment being invalid and unenforceable for the above reasons. Plaintiff filed an Amended Complaint prior to the hearing on the Motion to Dismiss and they attached an executed assignment agreement and an estimate which was not contemporaneous with the assignment. Defendant argued that the assignment agreement and estimate attached to the Amended Complaint are still noncompliant with Flat Stat. 627.7152. The Judge denied the Motion to Dismiss stating that these issues should be raised in a Motion for Summary Judgment as she is only able to look at the four corners of the Complaint when ruling on a Motion to Dismiss.

Defendant filed their Motion for Summary Judgment and set the Motion for hearing. On July 25, 2023, Defendant argued that the Plaintiff failed to attach a per unit cost estimate to the Amended Complaint because the estimate attached was not contemporaneous with the assignment agreement as evidenced by the dates on both documents Defendant further argued that the Fourth District Court of Appeals recently evaluated a similar assignment agreement, holding that the failure to include an itemized per-unit cost list invalidates the assignment agreement.

Plaintiff was not able to provide a reason why the estimate had a different date than the assignment. The Court agreed with Defendant's arguments and granted Defendant's Motion for Summary Judgment.

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25,000. The deadline is January 1, 2025, for all other counties and cities with a population less than above. Additionally, the Department of Management Services will be required to conduct regular audits of state agencies and local governments to assess their compliance with the strategic plan. House Bill 7055 also emphasizes the importance of training and education in cyber security. It requires state agencies and local governments to provide regular training to their employees on cyber security best practices and incident response protocols. The bill also encourages partnerships between government agencies, educational institutions, and private organizations to promote cybersecurity awareness and education across the state. Furthermore, House Bill 7055 addresses the issue of ransomware payments. Section 282.3186, Florida Statutes, states a county or a municipality experiencing a ransomware incident may not pay or otherwise comply with a ransom demand. State agencies and local governments may not use public funds to pay for ransomware demands. This provision is intended to discourage the payment of ransoms, which can perpetuate cyber-attacks and incentivize cyber criminals.

House Bill 7057, titled "Public Records and Meetings/ Cybersecurity," focuses on the handling of public records and meetings in the context of cybersecurity and ransomware incidents. The bill acknowledges that cyber-attacks can compromise the confidentiality, integrity, and availability of public records and meetings, posing a significant threat to transparency and accountability in government operations.

This bill also requires state agencies and local governments to develop and implement cybersecurity protocols for the protection of public records and meetings. This bill creates a public records exemption related to cybersecurity. Specifically, the bill makes confidential and exempt from public record requirements, (1) cybersecurity insurance coverage limits and deductible self-insurance amounts, (2) information related to critical infrastructure, and (3) network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents. In addition to the public records exemption, any portion of a meeting that might reveal such information is exempt from public meeting requirements. See Section 119.0725, Florida Statutes.

In addition to House Bill 7055 and House Bill 7057 discussed above, there are many other new laws that should be considered for the protection of personal information and data privacy. The Florida Information Protection Act (FIPA) was signed into law in June 2021 and is aimed at enhancing the protection of personal information and data privacy. FIPA expands the requirements for businesses that collect and store the personal information of Florida residents, and it includes provisions related to data breach notification, security measures, and consumer rights. (See House Bill 969, Chapter 2021-158, Laws of Florida.) Some of the key provisions of FIPA:

Data Breach Notification: FIPA mandates that businesses notify affected individuals within 30 days of discovering a data breach that compromises their personal information unless there is no reasonable risk of harm. Additionally, businesses must notify the Florida Department of Legal Affairs if a data breach affects 500 or more individuals. See Section 501.171(3), Florida Statutes.

FIPA mandates that businesses notify affected individuals within 30 days of discovering a data breach

Security Measures: FIPA requires businesses to implement reasonable measures to protect personal information, including the use of encryption for sensitive data and proper disposal of records containing personal information. See Section 501.171(2), Florida Statutes.

Consumer Rights: FIPA provides consumers with the right to request and obtain access to their personal information held by businesses, as well as the right to request the deletion of their personal information. See Section 501.171(6), Florida Statutes.

These new laws highlight the importance of proactive risk management, incident response planning, and employee training to effectively mitigate the risks associated with cyber-attacks, ransomware incidents and securing data privacy.

For additional information, please contact Janette Smith at jsmith@florida-law.com.

Janette is the Immediate Past Chair of the City, County, and Local Government Law section of the Florida Bar. Her experience provided great insight into the inner-workings of the Bar from a leadership prospective. She was able to work with many of the members directly an developed life-long friendships.

Janette is part of the firm's Government Law practice. We represent local governments, including municipalities, special districts, and school boards in general representation and litigation. For additional information on our Government Law practice, please contact Dirk Smits, dsmits@florida-law.com.

STAY UP TO DATE ON ALL THINGS VERNIS & BOWLING

Vernis & Bowling is honored to announce that we have once again achieved Gold RING Certification for our Diversity & Inclusion efforts. Recognizing Inclusion for the Next Generation (RING) is a certification program that evaluates an organization's commitment to commitment to embracing and expanding Diversity, Equity, and inclusion inititatives.

Congratulations to Thalia Cedeno, law clerk in our Miami, FL office, who was elected as President of the Cuban American Student Bar Association at the St. Thomas University College of Law.

COMMUNITY ENGAGEMENT

During our annual attorney retreat, Vernis & Bowling attorneys donated books to Bess the Book Bus. The book bus travels around the country handing out books to underprivileged children.

V&B was awarded first place out of 34 teams! The Vernis & Bowling Jacksonville, FL office participated in the Jacksonville Bar Young Lawyers Association Charity Chili Cook-Off.

EVENTS

Vernis & Bowling was proud to be the Diamond Sponsor of the City, County, and Local Governmental Conference of the Florida Bar.

Vernis & Bowling attended the Florida RIMS conference, where the firm was a Bronze sponsor of the event.

Vernis & Bowling sponsored the Claims XChange Chicago educational event, and will also sponsor the Claims XChange Annual Conference in Philadelphia, PA.

Vernis & Bowling sponsored the CLM Annual Conference in Tampa, FL and the CLM CD conference in Austin. TX.

Vernis & Bowling is a sponsor of the WC conference in Orlando, FL. The firm also sponsored a Diverse Supplier Networking Breakfast hosted by Diversify One.

CLIENT FEEDBACK

"I just want to say thank you for the recommendation of David. He is awesome!!!"

regarding David Willis, Atlanta, GA

"Carl is handling this wrongful death claim for our insureds in this liability claim. We wanted to tender our policy limits but had some challenging issues to address while doing so. Carl immediately assisted us, and more importantly his clients (our insureds) by doing all he could to ensure we could resolve this claim. As in all of the matters he handles for the liability team, Carl goes above and beyond for us and his clients despite being a very busy trial lawyer. In addition to that, he is one of the few I've seen that serves as an excellent mentor to his younger attorneys."

regarding Carl Bober, Hollywood, FL

"It was a pleasure meeting both of you. I was thrilled to see how prepared you were for Trial. I knew we were going to win. There was no doubt in my mind. Especially with the Jury that we ended up with. I am so excited to have this all behind me. Thanks for all you did to help me."

an Insured, regarding Steve Sundook and Philip Fairman, Ft. Myers

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"Kimberly, Dean and your staff are doing a fantastic job. I am especially pleased with Dean Gunnell's work. Dean is great and has been updating us and is very thorough. He was able to uncover a prior injury in medical records that will be very useful in our defense."

regarding Kimberly Sheridan, Dean Gunnell, and staff, Atlanta, GA

"I expressed this to Greg on Friday, but I wanted to send a personal thank you for all the work that was done on my case. I truly appreciate it and working with all of you made a very stressful thing for me not feel as daunting. I was pleased with the verdict and just wanted to express my sincere thanks."

an insured, regarding Greg Lewis, Charlotte, NC

"You answered every call and even called to respond to my notes in [the computer system]. You are the Dream Attorney! I look forward to working with you in the future and will let others know about you and your firm."

regarding Christopher Sabater, Miami, FL

"It was an absolute pleasure working with Karen on this case, as always. She is professional, timely, and efficient."

regarding Karen Nissen, N. Palm Beach, FL

This is awesome news!!! You and your team did a great job on this case!"

regarding Jeff Gill, Pensacola, FL

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