



KD in the Community

Black History Read-In

Shirlarian N. Williams, of our Ft. Myers office, recently participated in Franklin Park Elementary School’s Annual Black History Read-In. She read a book to a kindergarten classroom and talked to the class about being a lawyer.

Our KD family comes together every quarter to make a difference in our local communities. An organization is selected from multiple entries made by staff, and funds are raised by paying to dress down. The organizations recently featured were the Humane Society of Marion

County, submitted by **Robin Laube** of our Ocala office, and Donor Connect (formerly Intermountain Donor Services), submitted by **Annette Roche** of our Ft. Lauderdale office.

The Humane Society helps animals find loving homes and donations are used to take care of their essential needs, including medicine; spaying/neutering; surgeries; food; a fun play area; and a clean, comfortable bed. They are dedicated to the care and protection of animals in Marion County and to prevent cruelty, suffering, and overpopulation.

Through organ, eye, and tissue donation, **Donor Connect** helps save and heal lives, honor the donors, and educate and inspire people to give the gift of life. This organization is very personal to Annette. December 2019 marks the two-year anniversary that Annette lost her son, Vincent, in a tragic accident while he was on vacation. While no parent should ever have to face such a loss, Donor Connect provided unique support to Annette during this difficult time. Now, Donor Connect holds a special place for her and Vincent because he was an organ and tissue donor. Donor Connect facilitated Vincent’s wishes, walked Annette through the process, and stayed in touch with her well afterwards.

Vincent’s gift of hope brought sight to two people, helped over 35 people in 19 states with bone grafts, is assisting breast cancer/mastectomy survivors rebuild breast tissue, and so much more. Vincent’s name is listed on the Donor Connect’s Celebration of Life Monument that honors donors and their families. He lives on in Annette’s heart, and thanks to Donor Connect and the wonderful work they do, Vincent also lives on through the countless individuals who benefited from his special gift.

We are proud to report that our team collectively raised \$3,950 for these organizations!

Maegan Bridwell, member of the Hillsborough Association for Women Lawyers (HAWL) and of the Community Outreach Committee recently chaired a Best Buddies Friendship Ball. The space-themed event hosted by the HAWL was a fun night filled with dancing and socializing for all the sweet attendees which included students from the local middle school, high school and college programs.

Laurie J. Adams and her son, Ryan, team captains for “Ryan’s Raiders,” helped raise over \$9,000. These funds will help JDRF continue their search for a cure and for better ways to help make living with Type 1 Diabetes safer and healthier. For more information, or to donate, please visit JDRF.



HAWL Friendship Ball

Left to Right HAWL Members: Maya Trevathan, Maegan Bridwell, Melissa Craig, and Nicole Del Rio.



Ryan’s Raiders

EDITOR: Raquel L. Loret de Mola

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SPOTLIGHT ON David M. Drahos

David M. Drahos is a Shareholder in Kubicki Draper's West Palm Beach office. David's eclectic career began while working for a small Plaintiff's law firm and clerking for the Honorable Thomas M. Lynch, IV of the 17th Judicial Circuit in the Extended Civil Division. David went on to further refine his litigation skills at another boutique law firm prior to joining Kubicki Draper in 2008, following a near three-hour-long interview with our firm's founder, Gene Kubicki. Needless to say, David immediately knew this law firm was special and was the place where he wanted to spend his career.

Originally from Rockville, Connecticut, David grew up in a hard-working family, which sowed the seeds for his appreciation of hard work and to being challenged daily in his career. David's work ethic and motivation inspired his ambitious undergraduate studies where he earned two honors degrees – a Bachelors of Arts in History and a Bachelor of Science in Communications – from Florida State University. While fulfilling his life-long passion to study American history, David also recognized that his undergraduate studies would one day serve him well in a future legal career, which ultimately led to David earning his Juris Doctorate from Nova Southeastern University in 2006.

David's ambition, drive, and skills have propelled his successful legal career. Twelve years



after joining Kubicki Draper, David now leads his own division within the firm; litigates and tries cases across a vast area of the law, including motorcycle/automobile accidents, products liability, premises liability, and construction defect claims.

What's the secret to David's success?

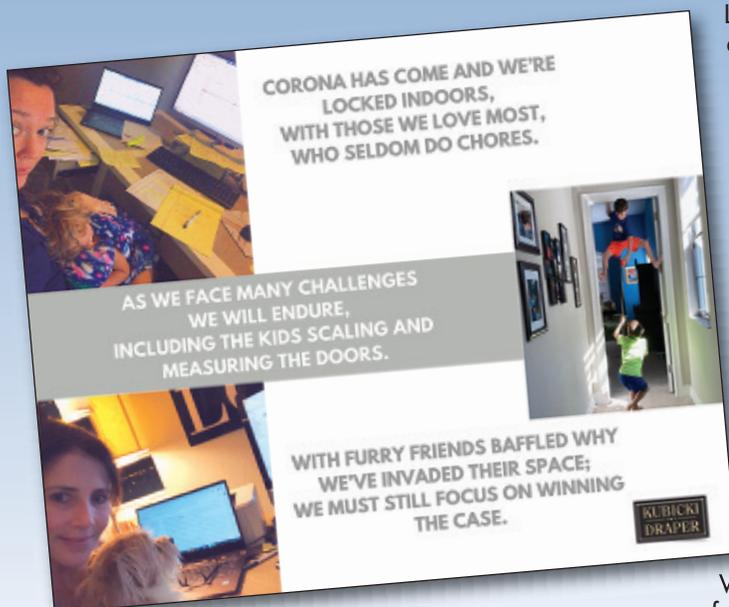
According to David, who also handles many pre-suit claims and global mediations, "you need to be able to quickly and accurately evaluate the case and work together with opposing counsel to resolve the case early on when at all possible."

His success has not gone unnoticed either: David is rated "AV" by Martindale-Hubbell and has been named a "rising star" by Florida Super Lawyers magazine three years in a row.

When David is not in the courtroom or negotiating with opposing counsel to quickly settle cases, he is at home with his two young sons, Luke and Parker, and his wife, Jennifer. David and his family live in Hobe Sound, Florida, which is a small, quiet beach town just outside of Jupiter, Florida where David enjoys boating with his family and chasing his kids around the beach.

Parents of Kubicki Draper: Importance of Self-Care During Covid-19

By Kendra Therrell, Sean M. O'Neil, and Matthew C. Bothwell



Like you, many of us at Kubicki Draper are adapting to a new work environment filled with chaotic children, frolicsome pets and unending distraction. Some of us have added "teacher" to our resumes and we long for the routine of an office we once took for granted. We encourage you to carve out some time for self-care among those busy schedules. Attorney Lindsey Ortiz (Orlando) enjoys a morning yoga routine to start her day off right. Shareholder Kendra Therrell (Jacksonville) enjoys taking the laptop outside on a beautiful day to respond to emails, (especially while her son does his daily video trombone lesson). Shareholder Stefanie Capps (Fort Myers) shares parenting and homeschooling time with her husband so she can steal away a few minutes of quiet time during the day. Paralegal Janet Mota (Jacksonville) suggests a daily routine for her and two kiddos to be at their computers by 8am to get the day started is a must, so everyone can have plenty of outside time at the end of the work day. The bins filled with snacks in the pantry are also helpful to keep the kids focused.

Through it all, we Parents of Kubicki remain resolute in our mission to provide the best legal counsel and serve our clients. We are here for you and are just a phone call, email, text or video conference away. Be well, and know that we are all in this together! Let us know how we can help you!



Covid-19 Claims Will Be Contagious: What's to Come?

By Raquel L. Loret de Mola and Katherine McGovern

COVID-19's Impact on Force Majeure Clauses and Similar Common Law Doctrines

Since the commencement of the COVID-19 crisis, many companies within the hospitality industry have been quick to react. Many companies have even unilaterally enforced the Force Majeure clauses within contracts and the doctrine of Frustration of Purpose in favor of their clients and customers.

Examples include:

- Marriott International hotels world-wide issued a statement allowing for full changes or cancellations, without a charge, up to 24 hours prior to a client's scheduled arrival - as long as the change or cancellation is made by June 30, 2020. Other hotels have reacted in similar ways.
- JP Morgan/Chase automatically extended certain car leases in circumstances where leased vehicles were due in March, April and May.
- Walt Disney World automatically stopped charging customers for their annual passes.
- And, while arguably not necessary under these legal theories, many motor vehicle insurers automatically reduced premium rates for the months of April and May by varying percentages.

While Force Majeure clauses may be different in their wording from contract to contract and industry to industry, at their core they require a finding of three major elements in order to be enforced:

1. The party attempting to enforce the clause must establish that the occurrence preventing them from performing their contractual duties is beyond their reasonable control;
2. The enforcing party's ability to perform its obligations under the contract must have been prevented, impeded or hindered specifically by the occurrence; and
3. The enforcing party must have taken all reasonable steps to avoid or mitigate the occurrence or its consequences.

Other than Florida hurricanes, it appears that COVID-19 may be one of the easier occurrences in the last few decades for parties contracting in Florida to establish their Force Majeure clauses.

Prior to COVID-19, many of the Florida cases relating to the enforcement of these clauses involved permits, codes and statutes, and required fact and legal intensive inquiries and investigations into whether the enforcing party could have taken steps to avoid breaching the contract. Here, hospitality businesses were quickly shut down by county and state orders. Additionally, if a contract does not expressly contain a Force Majeure clause, there are common law legal doctrines that provide the same protections.

Florida Common Law - Frustration of Purpose and the Doctrine of Impossibility of Performance

Under the doctrine of impossibility of performance or frustration of purpose, a party is discharged from performing a contractual

obligation which is impossible to perform and the party neither assumed the risk of impossibility nor could have acted to prevent the event rendering the performance impossible. See **Marathon Sunsets, Inc. v. Coldiron**, 189 So. 3d 235, 236 (Fla. 3d DCA 2016).

We anticipate that courts throughout Florida will not tolerate cavalier or "business as usual" arguments when deciding whether to enforce these clauses or doctrines.

Companies must quickly decide whether their clients and customers will be able to establish these clauses and legal theories and then respond accordingly.

Anticipated Personal Injury Claims Due to Food/Drink Consumption

Now that COVID-19 has rapidly spread across the United States, many local governments (including those in Florida) have ordered hotels and restaurants to close their doors, though some restaurants are still open to serve their customers through delivery and carry-out. Regardless, thousands of hotel and restaurant employees have served thousands of customers with food and drinks since the outbreak of COVID-19, which is a highly contagious virus and is believed to be spread mainly from person-to-person and from contact with contaminated surfaces. Of course, tourism is Florida's largest industry, and it is anticipated that many claims may be brought against Florida hotels and restaurants in the near future for any actions, or omissions, on their part that results in the transmission of COVID-19 to one (or more) of their customers.

There are several legal theories that an injured person may use to recover against hotels/restaurants for damages from contracting COVID-19 through contaminated food, drinks, or through surface/interpersonal contact, for example:

- negligence/negligence per se
- strict liability
- breach of warranty
- violation of local/state governmental business-closure orders

No matter what the legal theory is, Plaintiffs may very well have an uphill battle proving exactly how they were exposed to COVID-19. Causation may be easier to prove for multiple Plaintiffs who can trace exposure to one location. When it comes to causation, courts have commented that "a mere possibility of causation is not enough; and when the matter remains one of pure speculation or conjecture, or the probabilities are at best evenly balanced, it becomes the duty of the court to direct a verdict for the defendant."

Comparative fault/assumption of the risk may also serve as defenses to some of these claims.

As for damages, those who suffer mild effects of the virus will obviously have a tough time arguing that they are entitled to significant compensation, though class actions have been filed in the past for contaminated food-borne illnesses that have affected a large number of people who can relate their exposure to a specific hotel or restaurant.

Litigating in Troubled Times: Technology Tips to Take a Top EUO

By Sarah R. Goldberg and Jessica L. Murray



As reported in a piece we recently published, technology is playing a huge part in the way we are handling our files. Optimum ways to conduct Examinations Under Oath (EUOs), from a remote environment are now a necessity. Thanks to quick transitions made by court reporting services throughout the State of Florida, with a little planning, Examinations Under Oath (EUOs) can run smoothly and be very effective from anywhere in the virtual world.

SETTING UP A REMOTE EUO

- Ensure all participants have a device with a camera and audio capability. A mobile phone works just as well as a computer /tablet, but a phone will be needed if using devices without microphones.
- Inform the court reporter that all involved parties will attend remotely, so they can send a secure link for all parties to click on and join the EUO. This link should be tested prior to the EUO to ensure there are no issues with connectivity.

OVERCOMING TWO PRIMARY CONCERNS

- Introducing and effectively using exhibits.
- Gauging how the insured reacts to questions and answers to develop on-point follow up questions or make salient decisions from visual body clues.

The first concern simply requires planning. In most cases, documents are already maintained electronically. Premarked documents (bate stamped if a large document) can be sent to the court reporter

prior to the EUO. During the EUO, the court reporter will assist in displaying each document for viewing either using the entire screen or splitting the screen. All parties will be able to see the document, and the deponent can be questioned about the document.

Now, what if your insured cannot video-conference? Telephonic EUOs and depositions are not new, however, many attorneys do not favor them. They cannot see what is happening in the room or the exhibits to confirm they are correct (bate stamping helps here). More importantly, they cannot see the insured to gauge his or her reaction to questions.

While the lack of face-to-face interaction is not ideal, with skilled lawyering, you can compensate for not seeing a person's face or body language. Vocal inflections, the speed in which they answer, their non-answers and deflections, and their use of stalling words like "um," can tell a lot. As for exhibits, properly stamping and/or marking them is especially important here as the markings will play a key role in confirming what the insured is looking at and testifying about the correct document.

Like anything else where you expect to have good results, practice makes perfect. Always test the technology ahead of time, ensure all important exhibits can be used, and remain flexible in adapting to new ways of completing an effective EUO for the benefit of your client.

CONGRATULATIONS TO KD's 2020 Best Lawyers® "Women in the Law"



Laurie Adams

Caryn Bellus

Angela Flowers

Betsy Gallagher

Jane Rankin

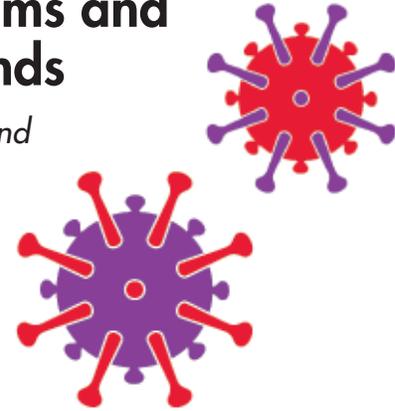
We are happy to announce that **Laurie J. Adams, Caryn L. Bellus, Angela C. Flowers, Betsy E. Gallagher, and Jane Carlene Rankin** were selected for inclusion in the 2020 Best Lawyers® "Women in the Law," Spring Business Edition.

We congratulate them for all of their hard work and dedication to their practice!



The Impact of COVID-19 on Bad Faith Claims and Time Limit Demands

By Jennifer Levine Feld and Sebastian C. Mejia



The Florida Supreme Court and the various circuit courts have gone to great lengths to make accommodations regarding access to courtrooms and legal proceedings, while recognizing that COVID-19 is going to impact deadlines and critical proceedings. What the courts have not clearly addressed, however, are pre-suit time limit demands, settlement conferences for multiple competing claims, and bad faith prevention. For this reason, it is important to recognize continuing duties of claims handling and how to navigate potential COVID-19-related roadblocks which clearly now exist with time sensitive claims.

First and foremost, although the COVID-19 pandemic has clearly put limits on the ability of claim professionals and attorneys to investigate and respond to time sensitive claims, claimants will likely not agree. Below are a few tips for carriers to consider when dealing with time sensitive claims during this pandemic:

1. If a demand deadline cannot be met due to lack of time, staffing or investigation resources, seek an extension of time to respond and set forth the reasons for the request. This may not absolve the carrier of all untimely responses, but a well documented extension request can be later used to reasonably explain why the demand was not met.
2. Consider using mobile or online notaries to comply with requests for sworn affidavits of insureds as part of conditional, time-limit demands. Mobile notaries will go to the home of the insured to notarize the document then return it to the carrier. Given the health crisis, some may be wary of meeting with a notary in person. Thanks to a recent change in the Notaries Public Statute Chapter 117, documents that require notarized signatures can now be accomplished remotely. The statute now allows a notary to be physically separate from the principal when undertaking notarial acts by using audio visual equipment and other means.
3. Apportioned settlement conferences and global settlement conferences are also complicated by COVID-19, but there are strategies to ensure these are completed properly and in a timely manner. The key is accessibility to individuals. In Florida, even though we are currently under a statewide shelter-in-place order, multiple competing claims are still time-sensitive matters that need to be completed quickly. Our attorneys have been using video conference applications, which allow the parties to proceed with opening statements via video conference and allows each side to have their own virtual "caucus room" if need be. However, sometimes an "old fashioned" conference call line is still needed to ensure that parties without "smart" phones or computers are still able to participate in the conference despite the presence of a shelter-in-place order.
4. Finally, it is prudent to negotiate a longer turn around time for settlement drafts due to the fact that most people will be working remotely and issuing checks may take longer than normal.

While there is much uncertainty as to how long COVID-19 will continue to disrupt daily life, the best course of action is to have procedures in place to ensure that time limit demands and time sensitive claims are being handled in a timely manner and to assume those procedures may need to stay in place for the foreseeable future.

new additions

We are pleased to introduce our new team members:

Miami:

Shareholder: **Soraya M. Solages-Jones**
Associates: **Ana C. Ayala, Shannon Crosby, David Kaminski, Ana M. Perez, Nahid S. Noori**

Jacksonville:

Shareholder: **Matthew C. Bothwell**
Associates: **Ciera C. Gainey, Emily T. Walsh, Erin R. Johnston, Carly E. Simpson**

Tampa:

Shareholder: **Scott M. Gross**
Associate: **Sean C. Burnotes, Liza G. Ricci**

Tallahassee:

Shareholder: **Lisa M. Truckenbrod**

Pensacola:

Associate: **Amy Robertson**

Orlando:

Shareholder: **Katherine N. Kmiec**
Associates: **Erin M. Salay, Josue O. Monrouzeau**

Ft. Lauderdale:

Associates: **Victoria S. Hammonds, Nicholas L. Young**

Ft. Myers:

Associates: **Levi D. Thomas, David A. Frantz**

West Palm Beach:

Associates: **Brian M. Carroll, Alicia A. George, Joanne I. Nachio**

Litigating in Troubled Times: The Virtual Shift of Our Industry

By Anthony Atala

Never in our wildest dreams did we see this coming. Millions of Americans are feeling the immediate affects of the global COVID-19 pandemic. Many of our friends, family, and loved ones are dealing with the loss of a job, income, or worse, illness. Businesses across the country are struggling to continue on in the face of this virus' threat, and the ever-increasing restrictions on societal movement and commerce.

Civil Litigation, which by its nature involves substantial personal interaction, has been immediately impacted by this outbreak. Mediations, hearings, depositions, document reviews, expert/client conferences and jury trials must all be handled differently now (and perhaps forever more). Law firms with strong remote technological capabilities have been able to continue zealous advocacy for their clients as many attorneys, paralegals, and support staff successfully transition to remote office settings. Some firms have prepared for this, but some have not.

Immediately, our firm has implemented remote offices for hundreds of attorneys, paralegals and assistants, and within days, the majority of our personnel was working from home. Thankfully, there are many technological resources available to law firms and clients which enable work to continue as seamlessly as possible. Cellular phones and paperless files have never been more important.

And, software applications like LoopUp and Zoom have -- overnight -- become the new normal.

Here are a few ways that attorneys and court systems have continued to operate under these difficult circumstances:

Hearings

The Florida Supreme Court suspended all civil trials through July 2, 2020. Suspending civil trials continues to be necessary in order to effectively flatten the pandemic's curve due to the large number of people who typically appear for jury duty and are required to stay in close proximity with one another during a trial. Most courts are open, in some fashion, for hearings, while others are allowing attorneys to appear telephonically via CourtCall, a platform which allows for remote court appearances. Additionally, many judges are now using Zoom or a video conferencing software that allows multiple people to appear simultaneously. Its capabilities even allow for a virtual background. For example, judges in Miami-Dade County are holding Court from their homes and wear their robes and using a courtroom backdrop.

Mediations

Many attorneys and litigants are still moving forward with mediations which can be very difficult to re-schedule, especially in multi-party cases, since they can successfully be run via video or telephonic conferencing. Our attorneys now proceed with opening statements via video conferencing, and following opening remarks, each side proceeds to their respective virtual "caucus rooms." The mediator calls in and out of each virtual room while negotiations continue. For larger cases, a "main conference room" is sometime left open so that all parties can reconvene if necessary. This can all be accomplished even though each participant is at a different location.

Depositions and Examinations Under Oath

The Florida Supreme Court issued Administrative Order (AOSC20-16) authorizing Emergency Procedures for the Administering of Oaths Via Remote Audio-Video

Communication Equipment due to COVID-19. The Order allows for witnesses and deponents to have their depositions taken from home or without anyone present, and our team has already begun taking advantage of this. Witnesses can appear at a court reporter's office or via any electronic device that has a camera and a microphone (i.e., smartphone, tablet, computer or laptop), and the parties must have high-speed internet. The witness is sworn in by the court reporter, and the attorney can remotely question the witness just as he or she would in a live deposition or statement under oath. There are even options in certain platforms, such as Zoom, to share photos, documents, or exhibits that will be marked at the deposition. We have found that it is critical for counsel to create an orderly exchange of documents during the remote deposition, especially for those depositions that are exhibit intensive.

Expert/Client Conferences

Video conferencing is also proving to be extremely effective for expert and client meetings. Using an application that allows for the sharing of records is critical, as is being able to see one another's face, which often provides for more effective communication and engagement. Additionally, thanks to a recent change in the Notaries Public Statute Chapter 117, releases and discovery responses that require notarized signatures can now be accomplished remotely. The statute was amended on January 1, 2020 to add a Part II--Online Notarizations, which now allows a notary to be physically separate from the principal when undertaking notarial

acts by using audio visual equipment and other means. This statute change could not have come at a better time.

In the face of the physical and economic threat presented by COVID-19, we are fortunate to live in an age where technological advancements allow for cases to be evaluated, litigated, mediated (and perhaps one day be tried) from remote locations. Even in these troubled times, "the show must go on!"

Our motto is "You Define Success... Together, We Achieve It." While the means by which success is achieved may

be rapidly changing, our team is committed to evolving and adapting to continue serving our clients.

We wish you and your loved ones our very best during this challenging time.



The Prevalence of Opposition to Motions to Continue to Accommodate Parental Leave

As Published in the St. Petersburg Bar Association Paraclete, February 2020

By Jennifer Levine Feld



Out of Office Auto Reply:

"I am out of the office on maternity leave with limited access to emails. I will, however, be attending all hearings, depositions, and trials."

I support the Parental Leave Rule. To get all preconceived notions out of the way, I am a female trial attorney, a toddler mom, a committee chair for the state FAWL (Florida Association for Women Lawyers). In August, FAWL supported the Rule at the Florida Supreme Court oral arguments, and I actively participated in the Supplemental Filing provided to the Court. I have written a number of articles touching on sensitive issues such as maternity leave, lactation rooms, and how to pump breast milk during a jury trial.

The proposed Rule of Judicial Administration would allow up to a three month trial continuance to accommodate parental leave for lead counsel, unless the opposing party can show substantial prejudice. Without discussing the semantics of the proposed Rule itself, I'd like to discuss the oft-argued opposition. Many practitioners and judges believe the Parental Leave Rule is not necessary as there is no problem to solve. Is there a judge that would deny such a continuance? Is there an opposing counsel that would question the request? I quickly decided to conduct my own case study.

Within one hour, I received eight responses citing orders denying continuances due to maternity leave and motions in opposition to continuances filed by opposing parties. All examples occurred within the past three years. The issue was systemic and state-wide.

From as far north as Okaloosa County, down to Broward County, and across to Collier, women across the state were being denied their day in court due to requests for maternity leave. Either the judiciary was denying continuances, or the continuances were eventually granted, but only after a scathing, embarrassing motion in opposition was filed by the opposing party.

One attorney was faced with two motions for reconsideration after her maternity leave continuance was granted. It was as if her nightmare would not end. I picked up the phone and decided to talk to each of these women individually. As you might imagine, there is some reluctance for the 'victims' to come forward with their stories in the first place, so for the purposes of this article, all names will remain anonymous.

In perhaps the most egregious account, an attorney filed a motion for continuance to accommodate her maternity leave. A reading of the transcript from the hearing, which is now part of the court record, will make your blood boil. Opposing counsel states that the attorney handling the file should have never been assigned a case in the first place, as she was pregnant at the time. He nearly accuses her law firm of malpractice for affording her the case referral, when the "stress" of it all would be too much for a woman in her condition. Never mind that the client had requested her specifically. Never mind that she never once complained of being stressed during the trial. Never mind that her pregnancy had not inhibited her ability to practice law. She was absolutely capable of

trying the case, she simply wanted to be granted her maternity leave to continue the trial for a mere three months. After multiple motions in opposition, the continuance was eventually granted.

In the case study above, the attorney was at risk of losing her client, should the case have been pulled from her and given to another lawyer in her office. She was at risk of losing her upcoming partnership appointment. How would she have handled the situation if she were a solo practitioner? Luckily, her continuance was granted, but only after substantial embarrassment, headache, and futility in an unnecessary exercise of resources by the court.

Another example resulted from a terrible bout of bad timing for an esteemed trial lawyer. A female partner at a trial firm lamented to me about the unfortunate circumstance whereby she and her associate were both pregnant at the same time. They had a one-month overlap where they would both be out on maternity leave.

It was a rough time for her office, no doubt. However, when she and her associate requested a continuance on their trial, it was denied by the court without reason. She was forced to refer the case to a male partner from another office. The case had been pending for over four years. While the male partner was skilled, he was forced to take over a case on the eve of trial, and did not obtain the desired verdict for the client. The female partner expressed to me in confidence that her mental state during her maternity leave was greatly affected by this trial outcome. She was worried about the verdict. She felt guilty for 'dumping' the trial on her partner. She was angry that she lost her shot at trying the case, which may have counted towards her board certification.

I could go on. Since my initial "case study," I have been contacted by lawyers from all over the state, requesting assistance on their Motions to Continue. Usually, the attorneys are surprised to hear there is opposition in the first place – from the bench, opposing counsel, or both. After a recent contentious "win," a female trial attorney wrote to me, "I am so appreciative and inspired by your advocacy for those of us that want and expect to be able to advance in our careers while also taking on and navigating motherhood.

I write this article for one purpose. Whatever happens with the proposed Rule, I encourage all of you to be advocates. Raise awareness. Offer to support your colleagues. The advancement of women in our profession depends on it.

This summer, I'll see you at calendar call, folks. I'll be the one wearing mesh underwear and lactation pads.

APPELLATE

Affirmance of Ruling that Plaintiff is not Entitled to UM Coverage When Using the Car as a Premises.

Sharon Degnan, of our Orlando office, successfully developed and raised a coverage defense of first impression in Florida to which the Palm Beach judge agreed, and then the Fourth affirmed, that a plaintiff is not entitled to underinsured motorist coverage when using a vehicle as a premises. Without any Florida caselaw directly on point, Sharon argued that Plaintiff was not using the car as a motor vehicle because she was receiving weight training on a mobile gym/van that was plugged into her house, which would come by to train her and her plaintiff-attorney mother. Even though the car was driven to and from Plaintiff's home and the engine was on when the training took place, Sharon successfully persuaded the Fourth DCA and carried the day.

TRIALS, MOTIONS, MEDIATIONS

Summary Judgment Granted and Costs Recovered in a "No Peril Created Opening" Case Where Public Adjuster Denied Being an Expert.

Anthony Atala, of our Miami office, obtained a summary judgment for an insurance carrier in another "No Peril Created Opening" case. In this case, the carrier denied a late-reported Hurricane Irma claim for not having a covered peril based on the field adjuster's inspection. Plaintiff only utilized a public adjuster who opined that the roof had a covered peril due to the subject hurricane. At deposition, the public adjuster denied being an expert and that his estimate was incorrect. The judge did not consider Plaintiff's affidavit on causation, determined that there was no evidence of a covered peril, granted summary judgment, and granted final judgment of costs. The carrier recovered over \$2,000 in costs, which were paid by the insured.

Motion for Summary Judgment Granted to Insurer Where No Damages in Breach of Contract Case.

Jonathan O. Aihie, of our Miami office, won the firm's first virtual motion for summary judgment. By way of background, the insurance carrier accepted coverage in a plumbing leak case and issued payment in the amount of \$10,000 for the insured's property damage. The insured never requested any supplemental payment before filing suit, so there was no breach of contract. Thereafter, Jonathan deposed the insured who testified that it only cost \$4,000 to complete the repairs. Jonathan then filed a motion for summary judgment because the insured could not prove damages to support his breach of contract lawsuit. Plaintiff's dilatory response attached a \$49,000 estimate and photographs, but the documents were unsworn, and Jonathan moved to strike them accordingly. The court declined to consider the response and granted the motion for summary judgment.

Carrier Won Motion for Summary Judgment Against Insured and AOB in No Peril Created Opening Case Where No Issue of Fact and No Credible Expert Testimony.

Jill Aberbach, of our Ft. Lauderdale office, was granted final summary judgment in a consolidated case brought by the insured and the AOB. The denial was based on a no peril created opening that had been going on for way too long. Plaintiffs tried every delay tactic possible to keep the motion from being argued. At the hearing, Plaintiffs argued that summary judgment should be denied because there was a question of fact, notwithstanding she admitted that she never saw water coming through any opening after the subject storm. Further, Jill successfully argued Plaintiff's expert was not credible since they inspected the property too long after the incident.

Daubert Motion and Motion in Limine Granted Excluding Plaintiff's Expert's Causation Opinions as Unreliable and Speculative.

Travis J. Beal, of our Ft. Lauderdale office, won a *Daubert* motion and corresponding Motion *in Limine* in a toxic-tort case successfully excluding Plaintiffs' expert's causation opinions. Specifically, the court ruled that "without reliable information about the actual levels of exposure, any opinion [the neuropsychology and neurotoxicology expert] could offer linking Plaintiffs' exposure to the products used in the renovations with particular health outcomes is unreliable and speculative."

First Party Property Case Dismissed Where Plaintiff Failed to Amend the Complaint to Add an Indispensable Party.

Anthony Atala, of our Miami office, obtained a dismissal in a first party property case. Plaintiff filed suit against its insurance carrier for a water loss. However, the unit was insured by the condo association and Plaintiff was an additional insured under the policy. At the hearing on the carrier's motion to dismiss, the court ruled that Plaintiff must amend the complaint to include the condo association as an indispensable party within 14 days; otherwise, the matter would be dismissed without prejudice. Plaintiff failed to comply with the order, and the case was dismissed accordingly.

Improperly-Named Engineer Dropped in Construction Defect Case.

Harold A. Saul and **Kenneth "Jayme" Idle**, of our Tampa and Orlando offices, respectively, successfully got their engineer client dropped in a large construction defect case. Before the engineer client was brought into the lawsuit, the case had been pending for nearly four years. The issue in this case was simple: the engineer never worked on the subject project. However, the homebuilder was adamant that the engineer was wrong and refused to drop the engineer from the case. Ultimately, Harold and Jayme were forced to serve a 21-day safe harbor letter on the homebuilder demanding it drop the claims against the engineer or face sanctions and further attached a motion for summary judgment and an affidavit from the engineer client's president. The client was dropped from the lawsuit on the last day of the 21-day safe harbor period.

TRIALS, MOTIONS, MEDIATIONS

Motion for Summary Judgment Granted in a “No Peril Created Opening” Case Where Court Refused to Consider Plaintiff’s Expert’s Affidavit.

Anthony Atala, of our Miami office, obtained a summary judgment for an insurance carrier in a “No Peril Created Opening” case where the insured reported the loss almost a year after Hurricane Irma. Anthony took the deposition of the insured who admitted that she had never been on the roof. He also took the deposition of the public adjuster who admitted to including things in the estimate that the house did not have, and he further admitted to his lack of knowledge on causation. Our client refused to hire an expert and submitted the field adjuster’s affidavit in support of the summary judgment. One week before the hearing, Plaintiff filed an affidavit of the same public adjuster with conclusions on damages, but never attributed the damages back to the Hurricane.

Anthony moved to strike the affidavit just before the hearing arguing that it was notarized by the public adjuster’s wife who co-owns the business and has a financial interest in the company, and furthermore, the affidavit solely contained conclusory “expert” testimony without any causation opinions. The court agreed with Anthony and refused to consider the affidavit. The court further ruled that the case was over a year old, Plaintiff failed to present any evidence on causation, and granted our client’s motion for final summary. Anthony also filed a \$500 proposal for settlement, which had since expired.

Defense Verdict in Bad Car Accident Case with Exaggerated Damages.

Jeremy A. Chevres, of our Miami office, and **Florence R. Upton**, of our Ft. Myers office, won a defense verdict in a case that has been pending for over five years and subject to appeals. The subject car accident involved a significant impact. Plaintiff’s ex-finance, a passenger in the subject vehicle, was left a paraplegic as a result of the accident. Plaintiff left her for a younger woman who he had three children with. Jeremy successfully precluded any mention of the woman’s paraplegic injuries while at trial since Plaintiff was trying to bootstrap his soft tissue claim with his ex-fiancé’s severe claim. The court also granted Jeremy’s summary judgment on Plaintiff’s claim for negligent infliction of emotional distress claim based on his ex-finance’s injuries. At trial, Jeremy masterfully cross-examined Plaintiff exposing all of his inconsistencies. Plaintiff asked the jury for \$200,000 in past and future medical bills and \$12 million in pain and suffering, and they returned a verdict of \$25,000 in past medicals only.

Defense Verdict in Admitted Liability Case Where the Jury Found No Causation.

Stefanie Capps and **Kristin L. Stocks**, of our Ft. Myers office, received a defense verdict in Charlotte County based on no evidence of causation. This was an admitted-liability case involving a two-level neck surgery, and our defense expert opined that the injuries were partially related due to an aggravation of degenerative changes and no clear indication of prior complaints. Prior to trial, Stefanie successfully excluded Plaintiff’s biomechanics expert. The parties were \$35,000 apart prior to trial. At trial, Plaintiff asked the jury for \$1.4 million.

Motion for Summary Judgment Granted Where Policy Did Not Cover Mold Testing.

Stuart Poage, of our Tallahassee office, obtained summary judgment for an insurance carrier after two years of litigation. The case had been postured for summary judgment on a mold-testing issue since inception, but at the two preceding summary judgment hearings, Plaintiff’s counsel requested time for additional discovery, which was granted by the court. At the third hearing, Stuart won summary judgment after he convinced the judge that the policy did not cover the mold-testing company’s work because there was no indication of microbial growth before the testing was performed. A proposal for settlement was also served very early on.

Motion for Summary Judgment Granted in Premises Liability Case Where No Constructive Notice of the Dangerous Condition.

Donna Joy Hunter, of our Miami office, won a big summary judgment in a premises liability case. This case involved a slip and fall at the airport “on three puddles of thick green liquid.” Plaintiff claimed that she sustained extensive injuries as a result of the fall. She further testified that she was standing at a baggage area for 15 minutes, but never saw any cleaning people, and then turned around and fell in three puddles of unknown, green liquid. Donna was able to establish the client’s lack of constructive notice and summary judgment was granted in her client’s favor. Donna previously filed a proposal for settlement for \$5,000 that was not accepted.

Arbitration Win Where the Assignment of Benefits was Found to be Invalid.

Colleen A. Kerins, of our Ft. Myers office, obtained a complete defense verdict for an insurance carrier in arbitration. Colleen argued the assignment of benefits did not apply to the replacement of the screen-enclosure cage and garage door based on the language of the assignment of benefits. The estimate was for over \$200,000. The arbitrator determined that the assignment of benefits was invalid.

Motion to Enforce Settlement Granted in Light of Rule Change.

Sharon Degnan, of our Orlando office, won a motion to enforce settlement in a very bad car accident case that left three people killed, one severely injured, and our client in jail for DUI. The cases have been consolidated for discovery and likely for trial. One Plaintiff filed a proposal for settlement on behalf of the estate, which the carrier accepted. Once accepted and payment was made, he took the position it was filed only for the personal representative individually and not for the other survivor or the estate. We moved to enforce the settlement, but the original judge denied it. Sharon appealed the ruling, but was unsuccessful. In the interim, another judge was assigned to the case and there was a rule change, so Sharon filed another motion to enforce settlement. The new judge granted the motion to enforce settlement and followed Sharon’s arguments point by point refuting Plaintiff’s assertions.

TRIALS, MOTIONS, MEDIATIONS

Court Denied Plaintiff's Motion for Summary Judgment Based on CPT 97039 Due to Change in Law.

Michael S. Walsh, of our Ft. Lauderdale office, successfully convinced Judge Lee to deny Plaintiff's motion for summary judgment based on CPT 97039. This case involved the following issue (for which there was no controlling precedent): whether CPT 97039 was reimbursable under the Medicare Part B fee schedule and whether the insurer was allowed to default to the workers' compensation fee schedule pursuant to Florida Statute 627.736 (5)(a)1.f. Relying heavily on the Second DCA decision in *Allstate v. Jorge Perez*, Plaintiff argued that CPT 97039 was reimbursable under Medicare Part B and that the insurer was not allowed to pay at the workers compensation fee schedule. Michael argued that Plaintiff was not reading the statute as a whole and urged the Court to concentrate on the relevant wording of Florida Statute 627.736 (5)(a) 1.f. (2015), which states: "However, if such services, supplies, or care is not reimbursable under Medicare Part B, as provided in this sub-subparagraph, the insurer may limit reimbursement to 80 percent of the maximum reimbursable allowance under workers' compensation, as determined under s. 440.13, Florida Statutes." Michael argued that Plaintiff's reliance on the *Perez* case was misplaced because that case involved the 2009 version of the pertinent statute. Michael successfully argued that the addition of the language in the 2015 statute stating "as provided in this subparagraph" was limiting language, and that under the new statute, it was no longer enough for a Plaintiff to prove a code was payable under the general sphere of "Medicare Part B." Michael argued that the legislature was now referring only to those parts of Medicare Part B referred to in the "sub-subparagraph." The court agreed with Michael's interpretation of the statutory change as well as his distinguishing of the *Perez* case, which relied on the old version of the statute. It is anticipated that many judges in Broward County and Miami-Dade County will follow this significant ruling.

Daubert Motion Granted Where Expert Concedes to No Scientific Methodology.

Charles H. Watkins and **Sarah R. Goldberg**, of our Miami office, won a *Daubert* motion successfully striking Plaintiff's star witness on causation, Mr. Jose Uz. At the first *Daubert* hearing, the judge asked for a further memorandum of law addressing one discreet question posed by the judge: "I need to know if the methodology that Mr. Uz is using throughout, based on his experience, if that is sufficient to constitute reliable principles under *Daubert*?" Using an excellent memorandum of law that Sarah drafted and researched, Charles resoundingly responded to the Court's inquiry in the negative and persuasively relied on the expert's deposition transcript and testimony from the evidentiary hearing to support his position. Specifically, the expert conceded to the court that he did not utilize a scientific methodology or analysis in forming his opinions. Plaintiff attempted to file an affidavit of a different expert in support of the first expert, but the court rightfully brushed that affidavit aside as improper bolstering and struck the expert.

Granting Motion for Summary Judgment Ruling Carriers are Entitled to In-Person EUOs.

Jessica L. Murray, of our Tampa office, won summary judgment for an insurance carrier in a case that involved two separate claims for water damage. The carrier denied both claims on the basis of the insured's failure to appear to her scheduled recorded statement, i.e. EUO, on three separate occasions. Initially, the cases were assigned to a different defense firm who moved for summary judgment. Plaintiff's counsel successfully argued the carrier's EUO requests were made after expiration of the 90-day deadline to accept or deny the claim and were therefore unreasonable, and the motion was denied without prejudice. The case was transferred to Jessica, and she found that the carrier had, in fact, made six separate requests for an in-person recorded statement within the 90-day time period, and was refused on six separate occasions. Instead, Plaintiff only offered a telephonic recorded statement. The day before the hearing, Plaintiff filed its response, arguing again that the carrier's requests were unreasonable and that it breached the contract by failing to render a coverage determination. Jessica found a case on point holding that post-loss conditions are conditions precedent, and failure to abide by those duties constitutes a material breach of contract. Further, the case held that the burden was on the insured to show the insurer was not *prejudiced*. At the summary judgment hearing, Jessica argued that, given the carrier's numerous, prior requests for an in-person recorded statement, its subsequent request for a EUO was reasonable. Jessica pointed to the recent case law concerning conditions precedent, and ultimately, the court granted the motion for summary judgment ruling that the carrier is entitled to take in-person EUOs.

Dismissal of Employer's Claim Against the Carrier Where Underlying Claims Made by the Employee Were Not Covered Under the Worker's Compensation Policy.

Steve Cozart, of our Pensacola office, secured an order dismissing, with prejudice, a claim against a workers compensation carrier alleging improper claims handling. The employer was initially sued by its employee in federal court for failing to pay hourly wages. The employer claimed that it had been forced to settle with the employee in that lawsuit because the workers compensation carrier set up medical appointments for the employee approximately 50 miles away from where the employee worked. The employer then sued the carrier in state court to recover the settlement amount paid as well as its attorney's fees in defending the federal court action. Steve was able to convince the state court that the claims made by the employee were not covered under Part B of the workers compensation insurance policy and that there was no possibility that the employer could state a viable cause of action against the carrier. As such, the Court dismissed the Amended Complaint with prejudice and reserved jurisdiction to consider an award of attorney's fees under a proposal for settlement that was served early in the litigation.

TRIALS, MOTIONS, MEDIATIONS

Daubert Motion and Motion for Summary Judgment Granted in Big Toxic Tort Case.

Steven Rich, of our Miami and Seattle offices, obtained rare wins on his *Daubert* motion and motion for summary judgment in a national toxic tort case involving alleged benzene exposure. Plaintiff (a former auto mechanic) claimed that his exposure to PB B'Laster (a bolt loosener) and other benzene-containing automotive products caused him to develop Acute Myelogenous Leukemia and to consequentially incur over \$3 million in medical bills. The case, which turned on causation and damages, involved over 20 world-renowned medical experts in a multitude of fields. After two full days of hearings on the *Daubert* motion and motion for summary judgment, Judge Kelley struck Plaintiff's industrial hygienist and granted summary judgment in favor of B'Laster essentially finding "Plaintiff can't prove B'Laster did it so Plaintiff loses."

Dismissal of Category 3 Hurricane Irma AOB Case Involving Condemned Property.

Jennifer Levine Feld, of our Tampa office, obtained a voluntary dismissal with prejudice in a Category 3 Hurricane Irma AOB case in Brevard County, which was set for trial this fall. While the Board of County Commissioners ultimately deemed the entire building condemned, unsafe, a public nuisance, and posed imminent danger to occupants, the dry-out company proceeded with its work. Counsel quickly agreed to file a voluntary dismissal with prejudice of all claims, including fees, at the corporate representative's deposition.

Defense Verdict Where Jury Found No Liability on UM Carrier in Case Involving a Pedestrian Being Struck by a Motorcycle While Training Service Animal.

Stefanie Capps, of our Ft. Myers office, won another defense verdict in Naples in under an hour deliberation. The jury found the underinsured motorist carrier had no liability in an accident involving a pedestrian being struck by a motorcycle as he was crossing the street while training a service animal. The accident resulted in an open-leg fracture and trauma-alert airlift from the scene with post-accident post traumatic stress disorder. Plaintiff, who was represented by a very well-known plaintiffs' attorney, asked the jury for \$3.6 million, and six figures had been offered prior to trial.

Summary Judgment Granted Where Plaintiff Could not Prove Negligence or Causation in Spider-Bite Case.

Lillian R. Sharpe and **Michael Balducci**, of our West Palm Beach office, won a summary judgment motion in a federal case involving a pretty savvy pro se plaintiff who claims to have been bitten by spiders at our client's outdoor restaurant in Fort Pierce. Plaintiff had extensive injuries, but she did not report the bites at the restaurant as the swelling/infections reportedly started within the next day or two, and she delayed seeking treatment as she was on vacation. Lillian and Michael argued that Plaintiff could not prove negligence, let alone proximate cause, and the Court granted their motion for summary judgment.

Summary Judgment Entered on the Policy's Anti-Concurrent Clause.

Jonathan O. Aihie, of our Miami office, recently won summary judgment based on the policy's anti-concurrent clause. Plaintiff sought compensation for mold testing in connection with an A/C leak at the insured's property. Prior to Plaintiff's mold inspection, the insured retained a water mitigation company that installed fans in the affected areas. The fans, however, caused the alleged mold to sporulate and spread throughout the insured's property. Jonathan requested an engineer to re-inspect the property to confirm that the presence of the mold was exacerbated by the water mitigation company. Jonathan deposed Plaintiff's corporate representative, who did not determine the cause of the loss. At the summary judgment hearing, Jonathan successfully argued that the policy's anti-concurrent clause applied because the insured contributed to the loss by installing the fans to sporulate the mold cells. Otherwise, the loss would have been covered.

Dismissal of Two Companion First-party Property Claims Where Carrier Had Good Reason for EUO and Nonpayment of Claim Within 90-Day Period.

Michael Balducci and **Lillian R. Sharpe**, of our West Palm Beach office, successfully got the court to dismiss two companion first-party property claims involving claimed water damage. Plaintiff failed to attend scheduled EUO, which was (barely) requested within the 90 days following the notice of the claim, due to a suspected prior water loss, which the carrier wanted to investigate first. Plaintiff argued the carrier needed to either pay or deny the claim within the 90 days of the claim per statute, but Michael persuaded the court that the carrier had good reason to request the EUO so they could not reasonably pay the claim within the 90-day period. The Court agreed and dismissed both cases. Proposals for settlement were filed, and Plaintiffs are likely collectible.

Motion to Dismiss in Commercial Case is Granted and Five Related Cases are Consolidated.

Peter S. Baumberger and **Raquel L. Loret de Mola**, of our Miami office, won a motion to dismiss in a commercial case, involving claims of misappropriation of trade secrets, tortious interference with contracts and customer relationships, Florida Deceptive and Unfair Trade Practices Act, and for injunctive relief. Raquel successfully argued that the claims were deficiently pled under Florida law, and the court agreed and granted the motion to dismiss in its entirety. Better still, Plaintiff filed five other mirror-image lawsuits with identical claims against the client, and the court decided to transfer all of the cases into his division and to consolidate discovery. So, this same Judge will now decide the pending motions to dismiss that Peter and Raquel filed in all of the other cases as well.

TRIALS, MOTIONS, MEDIATIONS

“Threshold Defense Verdict” Following Successful Cross of Plaintiff’s Life-Care Expert.

Sebastian C. Mejia and **Gregory Prusak**, of our Orlando office, obtained “Threshold defense verdict” after five days of a grueling trial in a hotly-litigated automobile/truck accident case. The underlying car accident was initially viewed as clear liability against the insured. Plaintiff’s vehicle sustained \$12,000 in property damage. Plaintiff further embarked on two years of non-stop medical treatment, and her expert rendered a life care plan for 46 future years totaling \$1,500,000.00. Plaintiff only had \$17,000.00 in past medical bills when Plaintiff’s proposal for settlement for \$200,000.00 was served, which was about to expire at the time the life care plan was produced.

At trial, Sebastian and Greg aggressively impeached Plaintiff; successfully established an accident-avoidance defense; and thoroughly destroyed Plaintiff’s medical experts, particularly the life-care expert. Sebastian likewise won numerous rulings at trial to exclude key damages evidence. Plaintiff asked the jury for \$2,700,182. In closing, Sebastian and Greg argued Plaintiff’s comparative fault against Plaintiff and suggested total damages of \$81,000, including \$41,000 in past medical bills. The jury ultimately rendered a defense verdict of only \$141,027 (after a 30% comparative fault set-off) with no permanent injury (subject to an agreed PIP set-off of \$10,000). The net verdict of \$131,027 was well below the carrier’s last offer of \$200,000. The “no permanent injury” defense verdict eliminated the \$1,600,000 in pain & suffering damages that Plaintiff presented to the jury at trial. Importantly, the net verdict further eliminated Plaintiff’s potential attorney’s fee claim related to their prior, expired proposal for settlement.

Acceptance of \$500 Proposal for Settlement in Light of Pending Motion to Dismiss Based on Unique Statute of Limitations Argument.

Jennifer Remy-Estorino and **Martin P. Blaya**, of our Miami office, got Plaintiff to accept \$500 in a case with a \$100,000 demand and a unique statute of limitations defense based on New Hampshire contract law. The car accident occurred in North Carolina. Plaintiff had a New Hampshire car insurance policy. Defendant/tortfeasor driver resided in Miami-Dade County, which is where the case was filed. Plaintiff initially filed suit solely against the tortfeasor driver within three years of the accident. Plaintiff then amended her complaint twice, after three years elapsed from the date of the accident, to include a claim against the insurance carrier for underinsured motorist coverage.

Significantly, claims for underinsured motorist benefits in New Hampshire are governed by the statute of limitations for personal actions, which is three years, and commences to run on the date when the insurer rejects the insured’s claim, and which would have prevented the application of the statute of limitations defense. But, Jenny and Martin conducted further research and found a caveat: the statute of limitations commences to run on the date when the insurer rejects the insured’s claim unless there is a provision in the insurance policy coverage terms stating otherwise. The subject policy did, indeed, include such a provision. Jenny and Martin filed a motion to dismiss based on the statute of limitations defense and set it for hearing. Two weeks prior to the hearing, Plaintiff accepted \$500 instead of the \$100,000 she was demanding.

The information provided about the law is not intended as legal advice. Although we go to great lengths to make sure our information is accurate and useful, we encourage and strongly recommend you consult an attorney to review and evaluate the particular circumstances of your situation.

Top Lawyers Top Law Firm

South Florida Legal Guide’s “Top Lawyers”

Kubicki Draper was recognized as a “Top Law Firm” by South Florida Legal Guide. Additionally, **Laurie J. Adams**, **Peter S. Baumberger**, **Caryn L. Bellus**, and **Michael J. Carney** were all selected as “Top Lawyers.”

Congratulations, team!



Laurie Adams

Peter Baumberger

Caryn Bellus

Michael Carney

Our attorneys present continuing education seminars on a variety of topics throughout the year. Below are some of the topics presented by our team in the last few months:

- Florida 5-Hour Law and Ethics
- Roofing Claims in 2020: The Legal Perspective
- Bad Faith Prevention: Negotiating Low Limit Single and Multiple Claims
- Effective Mediation Preparation and Strategy for the Claims Professional
- Bad Faith Claims Handling
- Social Media, Technology, and Its Use in Claims Handling
- PIP Hot Topics
- Proposals for Settlement
- Water Losses & Cast Iron Pipes
- Covid-19 and Business Interruption...What's Covered?
- Substantial Factor Theory in Construction Defect Claims
- Coverage Considerations in Construction Defect Claims
- Discovery of Electronically Stored Information
- Allocations and Settlement Strategy in Multi-Party Litigation

We welcome the opportunity to host a complimentary presentation at your office or event on any topic(s) of your choice.

All presentations are submitted for approval of continuing education credits.

For more information,
please contact Aileen Diaz
(305)982-6621
ad@kubickidraper.com

KD news

Congratulations to **Jonathan O. Aihie**, of our Miami office, for being recognized as Top 40 Under 40 Members in Florida by The National Black Lawyers. This honor is given to only a select group of lawyers for their superior skills and qualifications in the field. Membership in this exclusive organization is by invitation only and is limited to the top 40 attorneys under the age of 40 in each state who have demonstrated excellence and have achieved outstanding results in their careers.

presentations

speaking engagements

Caryn L. Bellus, of our Miami office, recently participated on a panel at the American Bar Association Annual Insurance Coverage Litigation Mid-Year Conference in Phoenix, Arizona. She co-presented "Civility Matters: Managing and Resisting the Temptation Toward Aggressive and Bad Behavior in Practice" with Gary Gassman, John Reitwiesner, Kristine Tejano Rickard, and the Honorable James Smith.

Rebecca Leigh Brock, of our West Palm Beach office, recently presented "Remote Depositions for the Plaintiff & Defense in the Covid-19 Era" at a webinar put on by the Palm Beach County Justice Association, Palm Beach ABOTA, Fort Lauderdale ABOTA and Miami ABOTA.

Laurie J. Adams, of our West Palm Beach office, recently presented "Running Your Law Firm Remotely During Covid-19" at a webinar put on by the Palm Beach County Justice Association, Palm Beach ABOTA and Fort Lauderdale ABOTA.

Kubicki Draper sponsored a seminar hosted by Dade County Bar Association: "Latest Developments in PIP Insurance Litigation." The seminar brought legal professionals and expert panelists together to discuss the evolution of PIP litigation, legal issues in PIP cases, appeals, etc.



news | announcements



Congratulations to **Shirlarian N. Williams**, of our Ft. Myers office, who was sworn in as the new President-Elect for the Lee County Bar Association's Young Lawyer Division! We are proud of Shirlarian and look forward to supporting her new role.

Shirlarian Williams (fourth from left) is sworn in as President-Elect.

Rebecca Leigh Brock, of our West Palm Beach office, has recently been inducted as President of ABOTA, Palm Beach Chapter. ABOTA is an organization of plaintiff and defense attorneys, whose mission is to work closely with and protect the judiciary from unfair attacks; to promote and protect the civil jury trial system, and to teach civics and ethics to the local bar and students. Rebecca's reputation as a formidable but fair opponent, combined with her leadership skills and extensive experience in the court room, made her the perfect person to hold this position. We congratulate Rebecca on this auspicious honor.



Congratulations

Congratulations to **Sarah R. Goldberg**, of our Miami office, and her husband on the birth of their baby girl, Lily Rebecca Goldberg.

Congratulations to **Jennifer Levine Feld**, of the Tampa office, and her husband on the birth of their baby boy, Micah Parker Feld.



YOUR OPINION MATTERS TO US.

We hope you are finding the *KD Quarterly* to be useful and informative and that you look forward to receiving it. Our goal in putting together this newsletter is to provide our clients with information that is pertinent to the issues they regularly face. In order to offer the most useful information in future editions, we welcome your feedback and invite you to provide us with your views and comments, including what we can do to improve the *KD Quarterly* and specific topics you would like to see articles on in the future. Please forward any comments, concerns, or suggestions to Aileen Diaz, who can be reached at: ad@kubickidraper.com or (305) 982-6621. We look forward to hearing from you.

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