The Docket

SARASOTA COUNTY BAR ASSOCIATION
JUNE 2018
VOL. 35, NO. 6

YOUNG LAWYERS DIVISION

Sarasota attorneys admitted to Supreme Court Bar

By ERIN H. CHRISTY, Esq.
Williams, Parker, Harrison, Dietz & Getzen, P.A.

The Young Lawyer's Division of the Sarasota County Bar Association has always provided a path for Sarasota lawyers to network, volunteer, and gain practice pointers through CLEs. These local opportunities are crucial to our growing practices and to our professional development. However, during my year as President-Elect, I realized that we can get so caught up in the daily grind of business development and billable hours that we sometimes lose sight of our role in a great judicial system and history of professionalism. I knew I wanted to recapture the importance of our profession in my role as YLD President and enlisted the help of a tremendous

See **SUPREME**, *Page 5*

Front row, left to right: Erin Itts, Meghan Serrano, Kate Halvorsen, Erin Christy, Ruth Bader Ginsburg, Jodi Ruberg, Sierra Butler, Jennifer Fowler-Hermes, Irene Baxter-Plank. **Back row, left to right:** Amber Wilson, Michael Belle, Faith Brown, Chip Gaylor, Doug Christy, John Ferrari, Natalya Evans, Amanda King, Allison Archbold, Jesse Butler, Chrystal Koch, Sandra Wiseman, Sherry Ellis, Marjorie Schmoyer

ESTATE PLANNING

Underutilized tools for non-adversarial proceedings

Sean M. Byrne, Esq.
Bach, Jacobs & Byrne, P.A.

By SEAN M. BYRNE, Esq.
Bach, Jacobs & Byrne, P.A.

An underutilized Florida rule affords probate and guardianship attorneys the power to issue subpoenas and conduct other discovery even if the proceeding is non-adversarial. Florida Probate Rule 5.080 allows probate and guardianship attorneys, even those who might be generally uncomfortable with litigation and contested matters, to take depositions, issue interrogatories, request documents and admissions, and even seek sanctions against a party (or third party) that does not comply with the discovery requests.

Florida Probate Rule 5.080 applies certain provisions of the Florida Rules of Civil Procedure to all probates

See **TOOLS**, *Page 14*

FAMILY LAW

'Prenups' require careful handling

By DANA KEANE, Esq.
Keane & Keane, Attorneys at Law

Prenuptial agreements are fairly commonplace these days. However, some people harbor negative feelings toward prenuptial agreements as they believe "romance" and not "divorce negotiation" should be the primary concern leading up to marriage. I have jokingly responded that there is nothing less romantic than a messy divorce. The truth is that prenuptial agreements are about far more than divorce planning. While there are always provisions in a prenuptial agreement regarding what will happen if the marriage fails, prenuptial agreements also contain estate planning provisions such as waivers of the elective share and provisions governing marital finances.

Dana Keane, Esq.
Keane & Keane, Attorneys at Law

The divorce planning aspects can include: (i) who owns property acquired during the marriage, including marital income; and (ii) the waiver of alimony or contractual provisions for a set amount or duration of alimony. Note that, while many of us include language waiving temporary alimony and attorney's fees, this type of waiver is not enforceable. Any agreement of the parties to waive or limit the right to request temporary support and attorney's fees is against

See **PRENUPTIAL**, *Page 13*

30% Referral Fees*

and the Very Best Legal Representation for Your Clients

When you need to refer personal injury cases that your firm does not handle, I can assure you that I approach each referral with the highest level of **personal attention** and that your attorney-client relationship will **always** be protected.

My Personal Pledge:

- Aggressively represent the client, drawing upon nearly 4 decades of trial experience. I will utilize my firm's significant resources to obtain the very best possible outcomes and recoveries.
- I will thoroughly analyze each client's unique situation, and ensure they fully understand their rights. I will then evaluate the most appropriate legal options with their best interests and personal goals in mind.

Please contact me at any time to discuss opportunities to work together. We appreciate your referrals.

Dan

*Florida Bar allows increased referral fees with Court approval.

DAN DANNHEISSER
PERSONAL INJURY ATTORNEY

Experience you can count on.
Personal attention you deserve.
A name you can trust... in your community.

Sarasota, Florida 34236 • 941.444.9601 • dandannheisser.com

Loss of colleagues puts personal goals in focus

SCBA PRESIDENT'S COLUMN

W.E. Chip Gaylor, Esq.
Muirhead, Gaylor, Steves & Waskom, P.A.

When I was in my teens, someone in their 70s was quite ancient. Boy, how times have changed. First, I have gained perspective about age as I have gotten older, and second, retired individuals are living much more active lives than when I was a teenager. It is true that one must choose to be active, and hopefully inherits genes that allow one to be active.

All of this has come into greater focus due to the recent loss of three extraordinary south county attorneys: **Jack Dulmer**, **Bill Wellbaum**, and **Bob DeBoer.** Bill was 74, Bob was 73, and Jack was only 70. At 54, I certainly desire more than 20 years to accomplish the many goals that I have set out for myself, as well as travel to more far-flung places on the planet. However, what am I willing to do to help achieve a longer life? Talk is cheap, and lord knows I can talk! It is now about actions. One of my personal goals was to drop 50 pounds this year. So far, I am down 20, but it has not been easy. I know I need to increase my exercise activity, and have not been as successful. I have tons of great excuses, and I always have "too much work" at the top of the list, or because all of the work that I have been doing, "I deserve to relax." If I could charge for making up excuses, building extreme wealth would be easy!

So, what is the solution? Being open-minded and trying new avenues can't hurt. I am starting to practice mindful meditation. My book club is reading *Why Buddhism Is True: The Science and Philosophy of Meditation and Enlightenment* by Robert Wright. The book was suggested by professor Scott Rogers of The Mindfulness Institute at the University of Miami Law School. He told me that it is not a religious text and that the principles can work in conjunction with any belief system. I look forward to continuing my journey and reporting back.

On a completely upbeat topic, We Are Sarasota was a smashing success. Special thanks go to a cast of "thousands," including attorneys **Lamar Matthews**, **Bill Partridge, Colton Castro**, **Norman Vaughan-Birch**, **Alexis Rosenberg**, **Margaret Good**, **Scott Westheimer**, **Rudy Vazmina**, **Herb Hofmann**, **Keith DuBose**, **Jennifer Compton**, **Christina Unkel**, **Michael Siegel**, **Alan Perez**, yours truly and Florida Bar President **Michael Higer,** along with judges **Charles Williams**, **Rochelle Curley**, **Fred Mercurio, Lee Haworth**, and **Stephen Walker**. Of course, the evening would not have occurred without the Chair of our Diversity & Inclusion Committee — **Charlie Ann Syprett**, and Chief **Judge Williams**. Charlie Ann, whom I affectionately refer to as "Attila," was tireless in her efforts to make this moving presentation about the

See **PRESIDENT**, *Page 9*

Administrative Professionals' Day Team Trivia winners

FIRST PLACE
You Talking to ME!? – Alison Prouty, Josh Dell, Art Hardy, Alisa Vizcarra, Martin Garcia, Maureen Kuzma, Marcia Muldoon, Susan Morrison Narring, Linda Hutchinson

SECOND PLACE
The Know Nothings (Grossman/ Edwards) – Bill Partridge, Dorian Bizeau, Sherry Edwards, Mike Edwards, Amy Schaffer, Susan Lindsay, Julian Catala, Kellyn Lynch, Patrick McArdle and Heather Wattling.

THIRD PLACE
Team Eagles (Kirk Pinkerton) – Tim Shaw, Kristin Richardson, Gant McCloud, Brigitte Gallagher, John Garcia and Kelly Glausman

MEMBERSHIP

Welcome, new members!

The following represents each new member's name, law school, year of admission to The Florida Bar, and law firm association.

Daniel Smith: George Mason University; 2018; *Law Office of Ira S. Wiesner, P.A.*

William Warmke: American University Washington; 2017; *Office of the State Attorney*

Elisabeth Whitmire: Florida Coastal School; 2014; *Syprett Meshad, et al.*

First Step
Addiction Recovery Programs

A Comprehensive Center for Alcohol & Drug Rehabilitation

- 28-Day & Long Term Residential Jail Diversion Programs
- DUI Court Services
- Involuntary Detox Through Marchman Act
- Additional Residential & Outpatient Services Available

941.366.5333 · www.fsos.org

Changing Lives, Saving Families.

IAN BLACK REAL ESTATE
THE PLACE FOR SPACE

A trusted resource for commercial real estate

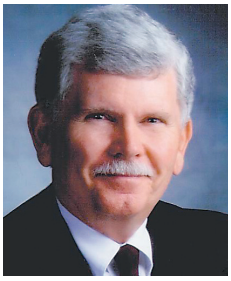
Portfolio of Sarasota Office Buildings Suitable for Legal Professionals

Contact us for more information!

IAN BLACK REAL ESTATE
1 S School Ave., Suite 600, Sarasota FL 34237
941.906.8688
www.ian-black.com

Mediation "outside the box"

The mark of a an effective mediator is the ability to find solutions to a dispute that the parties have not explored. Norman Vaughan-Birch has put that philosophy to work in 40 years of resolving the most complex disputes as a trial attorney and mediator. Put his experience and expertise to use the next time you need a mediator. You will find that effective mediation can be cost-effective, too.



Norman Vaughan-Birch

- *Florida Supreme Court-certified mediator*
- *Florida Bar Board-certified in civil trial and business litigation*

MediationOutsideTheBox.com · 941-364-2405
240 S. PINEAPPLE AVE., 6TH FLOOR, SARASOTA FL 34236

THE JOHN CHAPMAN LAW FIRM, PA
CHAPMAN LAW
BUSINESS AND ESTATE LITIGATION

ESTATE AND PROBATE DISPUTES

Now accepting referrals of estate and probate disputes, including will and trust contests, on contingency.

Division of fees paid in accordance with Florida Bar Rules.

Estate & Probate Disputes

Board Certified - Business Litigation, The Florida Bar
1515 Ringling Boulevard, Suite 870 • Sarasota, FL 34236
Phone: 941.877.6347 • Fax: 941.404.4605
jchapman@johnchapmanlaw.com
www.johnchapmanlaw.com

Martindale-Hubbell AV PREEMINENT Peer Rated for Highest Level of Professional Excellence 2016

THE FLORIDA BAR BOARD CERTIFIED BUSINESS LITIGATION

SUPREME

Continued from Page 1

committee to plan a swearing in ceremony at the United States Supreme Court for members of the Sarasota County Bar Association.

Admittees and their families were treated to a breathtaking welcome reception Saturday evening hosted by Maglio, Christopher, and Toale and the Community Foundation of Sarasota County. **Jennifer** and **Altom Maglio** made a special trip to the Washington, D.C. office to open up a rooftop venue for sweeping views of the National Mall. Guests were able to enjoy the view with their families while getting to know other members of the Sarasota County Bar Association and discussing their excitement for Monday's swearing-in. That evening guests walked to local restaurants, took night tours of the monuments, and some (me included!) took the opportunity of being in a larger market to view the recently released *RBG*, a documentary exploring Ruth Bader Ginsburg's life and career in anticipation of meeting her in just a few short days.

Monday morning members of the SCBA greeted each other on the steps of the United States Supreme Court, captured photos, and waited patiently (anxiously?) to be escorted to the Lawyer's Lounge, a private lounge usually reserved for members of the bar of the United States Supreme Court. From there, we were greeted and guided to the seats at the front of the courtroom, each admittee silenced by the majesty of the marble columns, red velvet drapes, and great bench that sat before us.

"Oyez! Oyez! Oyez! All persons having business before the Honorable, the Supreme Court of the United States, are admonished to draw near and give their attention, for the Court is now sitting. God save the United States and this Honorable Court." We were in for a treat as the Justices read several opinions, including a 6-3 ruling clearing the way for states to legalize sports betting — top news around the country by the time we left the Courtroom. Following the opinions, President **Chip Gaylor** was called by **Chief Justice Roberts** to present candidates for membership to the bar of the Supreme Court. If you are like me, you've listened to recordings and wondered what it is like to sit in the Courtroom — what I never imagined is how it would feel to have my name called within those walls. It was an honor to be seated next to those with whom I practice everyday and presented for membership by a man I respect greatly and have loved serving beside this year.

With all of this — a beautiful reception, a Sunday Mother's Day with family, the presence of the Justices before us as we were sworn in — the greatest moment came after the swearing in when Justice **Ruth Bader Ginsburg**, the Notorious R.B.G., greeted our small group in the Lawyer's Lounge and shared with us her congratulations on being admitted to the bar. She was gracious, serious, and quiet—everything you'd expect from the woman who helped influence the story of equality through her advocacy as an attorney and from the bench. It was especially meaningful to me this Mother's Day weekend to have my mother, father and husband by my side, with my daughter on the way, as we met a woman who fights for equality as she herself fought to balance a family and a career.

I will never regret the time spent planning this event and I hope there will be future classes from the Sarasota County Bar Association who take the same opportunity to experience it.

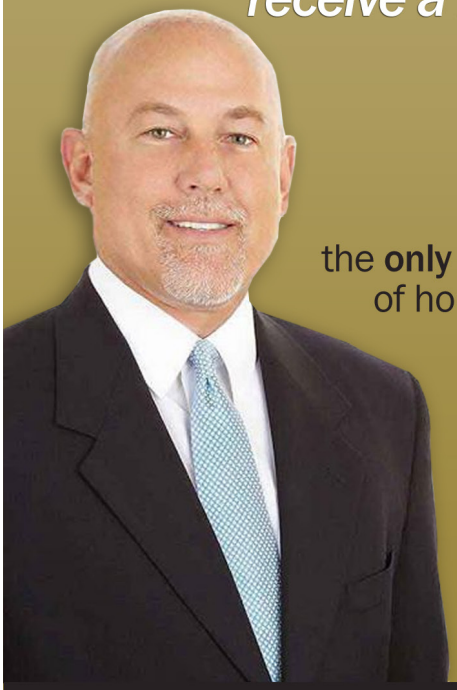
Thanks to committee members

Margaret Good assisted in scouting and selecting the historic Mayflower Hotel as home base for the attorneys and their families who made the trip. **Natasha Selvaraj** coordinated breakfast in the Lawyer's Lounge prior to the swearing in ceremony and **Caroleen Brej** facilitated with a rooftop welcome reception. Admittees were provided an insider's guide for places to eat and see by attorney **Nick Gard**, a recent Sarasota transplant from Washington, D.C. **Holly Lipps**, our eternal committee member, helped across the board — it couldn't have been done without her, her organizational skills, and her tireless attention to detail. We are fortunate to have incredible, hard-working attorneys in our circuit and I am grateful to these young lawyers, Chip Gaylor, the sponsors, and Holly who made this experience possible!

YLD PRESIDENT'S COLUMN

Erin H. Christy, Esq.
Williams, Parker, Harrison, Dietz & Getzen, P.A

Why receive a referral fee on policy limits when you could receive a referral fee on the full case value?



WITTMER | LINEHAN

the **only** firm in Sarasota with a strong track record of holding insurance companies responsible for bad faith conduct.

Recovery	*Referral Fee*	*Policy Limit*	*Referral Fee*
$3,000,000.00	**$225,000.00**	$100,000.00	$10,000.00
$2,000,000.00	**$175,000.00**	$10,000.00	$1,000.00
$1,565,000.00	**$142,375.00**	$500,000.00	$50,000.00
$1,000,000.00	**$100,000.00**	$200,000.00	$20,000.00
$1,000,000.00	**$100,000.00**	$100,000.00	$10,000.00

Steven T. Wittmer

941-365-2296

Gregory P. Linehan

2014 Fourth Street, Sarasota, FL 34237

www.sarasotalitigator.com

CONSTRUCTION ACCIDENTS

We Can Help If ...
Your client has suffered injury or death due to a construction related accident.

REFERRALS & ASSOCIATIONS ARE WELCOME

941-951-1800 | www.lbtlaw.com

LBT

LUTZ, BOBO & TELFAIR, P.A.

TRIAL LAWYERS

"Over 300 years of combined legal experience"

se habla Español

SARASOTA | PUNTA GORDA | BRADENTON | TALLAHASSEE

Island picnic will cap year of memorable events

SOUTH COUNTY PRESIDENT'S COLUMN

Dan Policastro, Esq.
The Law Office of Dan Policastro, P.L.

As usual, I'd like to begin this column by recapping our prior events. On May 2, we had a Brown Bag Lunch with Judge **Kimberly Bonner**. Typically, attorneys bring in their lunch to this event, but Judge Bonner was kind enough to cater the event. This was fortuitous, as we had an unusually large turnout for the lunch.

Thank you, Judge Bonner, for generously hosting and catering the event, and thanks to everyone who came out to network, ask questions, and stay up to date on the best practices and procedures for working with Judge Bonner and her office. By far this was the most successful Brown Bag Lunch I have ever participated in.

Next up was our Annual Membership Luncheon on May 15. The event was hosted at Mission Valley, and as usual they did a tremendous job offering both an excellent lunch and a top-notch facility for our event. Guest speaker **Cindy Melfa** of Affinity Consulting Group did a great job educating us on what not to do when implementing technology into the law office, and **Beth Waskom** provided an update on our South County Courthouse project. Things continue to move forward. The next step will be a series of meetings with the architect as the design is refined.

I wanted to personally thank each and every person who came out to our lunch, including SCBA President **Chip Gaylor**. It was surprisingly tough to get approximately 50 lawyers together for lunch. Looking back, it makes sense given how busy all our schedules are. As it was our last "formal" event of the year, I am thankful that it was well attended. Thank you all for making our Annual Luncheon a memorable and fun event. We could not have done it without your participation.

Looking forward, we only have one event left on our schedule for the 2017–2018 year, and we arguably saved the best for last. I'm of course talking about our Family Picnic at Snake Island on June 16. This is the only Bar event I know of that is hosted on a desert island, so set your sails for Snake Island or hitch a ride on our free island ferry to attend. We will supply hot dogs, hamburgers, and cold drinks. You won't find an event like this anywhere but here in South County, so bring your family and friends for what promises to be a memorable afternoon on the island.

With our events calendar nearing its conclusion, I am running low on content for this penultimate article for The Docket. I will save my final thoughts and final thanks for my final article, but it feels odd to even consider that this will be the end of "my" year at the helm of your Bar Association. It has been an honor to serve and I appreciate your help by participating at all our events. Thank you.

Beth Waskom gives a courthouse update to the guests.

SCD President Dan Policastro with Cindy Melfa, Affinity Consulting.

Jennifer Rust and Jennifer Steube, Synovus Bank.

Chip Gaylor recaps the Supreme Court swearing in ceremony.

The Docket

The Docket is a publication of the Sarasota County Bar Association. All articles printed herein are the property of the Sarasota County Bar Association and may not be reprinted without permission.

PUBLISHER: SCBA Executive Director Holly Lipps

EDITOR: Daniel L. Tullidge, Esq., *Williams, Parker, Harrison, Dietz & Getzen, P.A.*

DESIGN AND EDITORIAL CONSULTATION: Peter M. Gentile, petermichael associates

The Docket encourages submissions of interest to SCBA members. Contact the SCBA office via e-mail (scba@sarasotabar.com) or phone (861-8180) for further information. The Docket is published 10 months a year. Deadline is the first Friday of the month preceding the month of publication.

MEDIATION

JAMES ROLFES & GARY LARSEN

BOARD CERTIFIED TRIAL ATTORNEYS

Let our 70+ years of Litigation Experience work for you. We are available to mediate in all areas of civil litigation throughout Southwest Florida. We have state-of-the-art conference facilities centrally located at our Fruitville Road Sarasota office.

James Rolfes
Certified Circuit Civil Mediator
Profile Page:
dglawyers.com/attorneys/a-james-rolfes
Contact Layne to Schedule
941.552.4602

Gary Larsen
Certified Circuit Civil & Federal Mediator
Profile Page:
floridamediators.org/gary-larsen
Contact Carol to Schedule
941.552.4606

DICKINSON & GIBBONS, P.A.
ATTORNEYS AT LAW
Established 1937
Gateway Professional Center
401 N. Cattlemen Road, Suite 300
Sarasota, Florida 34232
941.366.4680

CAN THE LAW FIRM YOU REFER YOUR PERSONAL INJURY CASES TO ANSWER YES TO THESE 10 QUESTIONS?

1. Does the attorney try cases several times each year?
2. Does the attorney have the ability to show you recent trial results?
3. Does the attorney have over 20 years of experience working **for** the insurance companies so that they have gained an insight into how to oppose and/or sue the insurance companies?
4. Is the attorney Board Certified in Civil Trial Law?
5. Is the attorney AV rated by Martindale Hubbell?
6. Does the attorney have the financial strength to take on significant injury cases?
7. Is the attorney located in the 12th judicial circuit?
8. Will the attorney pay you a referral fee in accordance with the rules regulating the Florida Bar on every case no matter how big or small?*
9. Is the attorney available to speak with you at any point during the referral to give you status updates as you request?
10. Is the attorney willing to take on challenging cases that other law firms or attorneys may not be willing to handle or would turn down due to the amount of work involved?

REFER YOUR CASES TO THE MALLARD LAW FIRM, BECAUSE OUR ANSWER TO THESE 10 QUESTIONS IS YES.

DAMIAN MALLARD, ESQ.

Mallard Law Firm, P.A.
889 North Washington Blvd.
Sarasota, Florida 34236
(P) 941-952-1682
www.MallardLawFirm.com

*Rules regulating the Florida Bar permit a 25% referral fee without any involvement of the referral attorney other than making the introduction to the client. Any additional fees require court approval and involvement of the referring attorney in the handling of the personal injury matter.

We Are Sarasota celebrates diversity, inclusion

By HON. CHARLES E. WILLIAMS
Chief Judge, 12th Judicial Circuit

On April 30, at the Sarasota Opera House, a truly remarkable community event occurred in the midst of a local news cycle in which Sarasota was placed into the public consciousness not because of its world-class beaches or its reputation as a city of the arts. It was again placed into the national spotlight due to an infamous prom invitation that opened old wounds regarding the fissure involving racism and the history of exclusion and lack of awareness of this area, and this country's history dealing with acceptance and who qualifies for protection and inclusion under our laws.

However, for one night Sarasota County, the City of Sarasota, the Sarasota County Bar Association's Diversity and Inclusion Committee, Booker High School VPA, and the Westcoast Black Theatre Troupe, along with numerous supporters, volunteers and patrons, showed what this community was really all about.

Through video, song, spoken word, dance, and dramatic interpretations given by lay people, lawyers and judges, we travelled the historical legal journey from segregation and exclusion, to integration and inclusion.

Hon. Charles E. Williams
Chief Judge, 12th Judicial Circuit

Today, more than ever, it is important for us to recognize that it is more than just a feel good saying that "more things unite us than divide us." Our Constitution is a shared document for all Americans and we cannot parse out only portions of it to suit our particular goals or agendas. *We Are Sarasota* reminded us that this wonderful document, and the laws and regulations that it spawned, strengthened and empowered an entire nation. It also teaches us to be vigilant and to also understand that these laws and rights we have fought and died for, while self-evident, are not always self-executing. We know that due process and equal protection under the law is dependent upon not only citizens staying vigilant, but lawyers and judges taking action to make sure no one is left exposed to tyranny and injustice.

I would like to thank all those who made this event possible, including the lawyers and law firms who participated in making this event so successful. The many schools and students who participated also made the evening memorable and gave energy to the entire event.

That being said, there is a realization that many non-participants may not feel that a celebration of Sarasota's diversity and the country's history of civil rights and social justice is warranted. That was evident by the lack of participation by some who did not attend, including schools, either by choice or indifference.

It is hoped as we go forward as a community and a nation that we continue to celebrate and educate ourselves on what has made this country great, and that is our differences and our unity, and the fact that our Constitution is a blanket that covers all Americans. For one night, *We Are Sarasota* delivered that message.

PRESIDENT

Continued from Page 3

history of civil rights in this country a success both in presentation, and as a major fundraiser for the Bar, the Florida West Coast Black Theatre Troupe and Booker High School for the Performing Arts. **Judge Williams**' stage direction and writing were superb. I also want to give a very special shout-out to our extraordinary Bar Executive Director, **Holly Lipps**. She and her assistant, **Tonya Garrison**, went above and beyond to help Charlie Ann present this event. This was a major undertaking in front of a sold-out audience at the Opera House. Kudos to all.

The sold-out audience cheered and proclaimed "We Are Sarasota" at the conclusion of the powerful performance that showcased our community's rich diversity.

FOR A FRESH START

CHAPTER
7 & 13
BANKRUPTCY

FAMILY LAW

RICHARD V. ELLIS, P.A.

PHONE (941) 351-9111
FAX (941) 351-9804
3202 NORTH TAMIAMI TRAIL
SARASOTA, FLORIDA 34234

SARASOTABANKRUPTCY.COM

SOCIAL SECURITY DISABILITY & SSI

HEARINGS/APPEALS

SERVING
SARASOTA
AND MANATEE
COUNTIES

MORE THAN
35 YEARS
EXPERIENCE

JONATHAN E. HAUSBURG, ESQ.

3202 N. TAMIAMI TRAIL • SARASOTA, FL 34234
941-351-9111 · socialsecuritysarasota.com

DONNA TISCH

MEDIATIONS • ARBITRATIONS

"We take an Active Role...
We Never Give Up!"

Full-Time
Certified Circuit Civil Mediator • Qualified Arbitrator
AV Rated ~ Board Certified Civil Trial Lawyer

Serving
Sarasota and Manatee Counties

Schedule Mediations and Arbitrations Online at
DonnaTisch.com

239.826.3644

ABA FORMAL OPTION 481

If material error is made, current clients must be told

By JOSEPH A. CORSMEIER, Esq.
Law Office of Joseph A. Corsmeier, P.A.

American Bar Association Formal Opinion 481 was recently published and addresses a lawyer's obligation to promptly inform a current client if the lawyer believes that he or she has made a material error.

The opinion states that ABA Model Rules of Professional Conduct Rule 1.4 governs a lawyer's duty of communication and requires lawyers to promptly inform clients of any decision or circumstance for which a client's informed consent is needed, reasonably consult with the client about the means of achieving the client's goals during representation and, keep the client reasonably informed about the progress of the case.

The opinion further observes that errors exist along a continuum, ranging from serious errors such missing a statute of limitations, which may significantly affect the client's legal rights, to minor typographical errors, or missing a deadline that causes delay and does not cause any prejudice.

"The Model Rules require a lawyer to inform a current client if the lawyer believes that he or she may have materially erred in the client's representation."

In addition, errors that could support "a colorable legal malpractice claim" must be communicated; however, these are not the only errors that must be revealed, since a lawyer's error can "impair a client's representation even if the client will never be able to prove all the elements of malpractice."

According to the opinion, the obligation to disclose an error to current clients is determined by the materiality of the error. The opinion states that an error is material if "a disinterested lawyer would conclude that it is (a) reasonably likely to harm or prejudice a client; or (b) of such a nature that it would reasonably cause a client to consider terminating the representation even in the absence of harm or prejudice" and if there has been such a material error, the attorney must inform the client promptly. Whether an attorney would be able correct the error before telling the client would depend upon the individual facts.

The opinion further states that there is no duty to inform former clients of a material error since "(n)owhere does Model Rule 1.4 impose on lawyers a duty to communicate with former clients (and)…(h)ad the drafters of the Model Rule intended Rule 1.4 to apply to former clients, they presumably would have referred to former clients in the language of the rule or in the comments to the rule."

The opinion concludes: "The Model Rules require a lawyer to inform a current client if the lawyer believes that he or she may have materially erred in the client's representation. Recognizing that errors occur along a continuum, an error is material if a disinterested

See **ERROR**, *Page 12*

PRIVILEGE

The fiduciary lawyer-client privilege: A long road to confidentiality

By JAMIE B. SCHWINGHAMER, Esq.
Roetzel & Andress, P.A.

As we are all undoubtedly aware, Florida Statutes Section 90.502 sets forth the ground rules for those communications protected by the lawyer-client privilege. Section 90.502(3) lists those individuals and entities who may claim the privilege. Clients, guardians of clients and personal representatives of deceased clients are among the list. However, it was not clear whether the fiduciaries themselves, such as trustees, personal representatives and guardians, could invoke the lawyer-client privilege to shield their communications with the lawyers representing them in their fiduciary capacities from disclosure.

The Florida Second District Court of Appeal touched upon this issue twice, once in 2004 and o*nce in 2006*. *See* Jacob v. Barton, 877 So. 2d 935 (Fla. 2d DCA 2004); see also Tripp v. Salkovitz, 919 So. 2d 716 (Fla. 2d DCA 2006). In *Jacob*, the Court reviewed a trial court order compelling the production of billing records maintained by a trustee's attorney. The Second District Court of Appeal overturned the trial court's order, and instructed the trial court to conduct an in camera inspection of the attorney's billing records to determine whether the trustee, or the beneficiary, was the "real client," and therefore the holder of the lawyer-client privilege. In Tripp, the Court used its holding in Jacob to justify a similar in camera inspection of communications between a guardian and his attorney.

In 2011, the Florida Legislature enacted Florida Statutes Section 90.5021, which finally made it clear that "[a] communication between a lawyer and a client acting as a fiduciary is privileged and protected from disclosure under s. 90.502 to the same extent as if the client were not acting as a fiduciary."

Florida Statutes Section 90.5021 finally made it clear that "[a] communication between a lawyer and a client acting as a fiduciary is privileged and protected from disclosure under s. 90.502 to the same extent as if the client were not acting as a fiduciary."

The implementation of this statute meant that those individuals and entities serving as fiduciaries (trustees, personal representatives, guardians, etc.), could finally invoke the lawyer-client privilege to shield communications with their attorneys from unwarranted disclosure — or so we thought.

On July 10, 2014, the Supreme Court of Florida refused to adopt the Florida Bar Code and Rules of Evidence Committee's (CRE Committee) recommendation to adopt Section 90.5021 and amend the Florida Evidence Code. See *In re Amends. to Fla. Evidence Code*, 144 So. 3d 536, 537 (Fla. 2014). Instead, the Supreme Court held that it declined "to follow the Committee's recommendation to adopt the new provision of the [Evidence] Code because [it] question[ed] the need for the privilege to the extent that it is procedural." *Id*. This opinion baffled the legal community. Fiduciaries and

See **PRIVILEGE**, *Page 12*

ERROR

Continued from Page 11

their attorneys were once again left in limbo, with no guidance regarding whether the fiduciary lawyer-client privilege, as enacted by Section 90.5021, could be relied upon.

From December 2013 through early 2017, numerous scholars attempted to dissect the Supreme Court of Florida's rhetoric, and determine the status of the fiduciary lawyer-client privilege in Florida. Unfortunately, answers were few and questions were many. Then, on May 30, 2017, the CRE Committee, in conjunction with the Florida Bar Probate Rules Committee, filed an out-of-cycle report (Report) requesting that the Supreme Court of Florida again consider an amendment to the Florida Evidence Code consistent with Section 90.5021. The Report claimed that the Court's refusal to adopt the fiduciary lawyer-client privilege, to the extent it was procedural, led to confusion on the part of lawyers who represented fiduciaries, and trial court judges, across the state.

On January 25, 2018, the fiduciary lawyer-client privilege finally exited the long and winding road it had been traveling for nearly seven years. Having been swayed by the Report, the Supreme Court of Florida issued a second opinion, this time adopting Section 90.5021 to the extent it was procedural. *In re Amends. to Fla. Evidence Code*, 234 So. 3d 565 (Fla. 2018). The Court retroactively applied the adoption to June 21, 2011, the date that Section 90.5021 became law. See ch. 2011-183, § 14, Laws of Fla.

In the four months since the Court issued its opinion, there have been no reported appellate opinions addressing the fiduciary attorney-client privilege. However, with millions of dollars often at stake in probate, trust and guardianship cases, it is likely that some crafty litigators will seek to challenge to the scope of the privilege, or the retroactive application thereof. Only time will tell if the fiduciary lawyer-client privilege's extended road trip is over after all.

• • •

Jamie B. Schwinghamer, Esq., is a Shareholder in the Naples office of Roetzel & Andress, LPA, and focuses her practice on estate, trust and guardianship litigation. Ms. Schwinghamer is a member of the Florida Bar Real Property, Probate & Trust Law Executive Council, Probate Litigation Committee, Probate Law & Procedure Committee and Guardianship & Advanced Directives Committee. Ms. Schwinghamer attended the University of Miami School of Law, earning her J.D., magna cum laude, in 2006.

PRIVILEGE

Continued from Page 11

lawyer would conclude that it is (a) reasonably likely to harm or prejudice a client; or (b) of such a nature that it would reasonably cause a client to consider terminating the representation even in the absence of harm or prejudice. The lawyer must so inform the client promptly under the circumstances. Whether notification is prompt is a case and fact specific inquiry.

No similar duty of disclosure exists under the Model Rules where the lawyer discovers after the termination of the attorney-client relationship that the lawyer made a material error in the former client's representation."

Bottom line: This ABA formal opinion may be the first to address a lawyer's affirmative obligation to advise a current client when he or she has made a material error, which the opinion states is one which is "(a) reasonably likely to harm or prejudice a client; or (b) of such a nature that it would reasonably cause a client to consider terminating the representation even in the absence of harm or prejudice."

Be careful out there.

• • •

Joseph A. Corsmeier is a Martindale-Hubbell "AV" rated attorney who practices in Clearwater, Florida. His practice consists primarily of the defense of attorneys and licensed professionals in disciplinary and admission matters, expert analysis and opinion and court testimony on ethics and liability issue, and estate planning. Mr. Corsmeier is available to provide attorney ethics and professionalism advice, provide expert opinions on ethics and malpractice issues, assist attorneys to ensure compliance with The Florida Bar Rules, and defend applicants before The Florida Board of Bar Examiners.

CLERK'S CORNER

Circuit issues order on firearm restrictions

All Floridians know the tragic shooting at the Stoneman Douglas High School left an undeniable mark on this state and spurred many into action to prevent such a terrible event from ever occurring again. On March 9, 2018, the Marjory Stoneman Douglas High School Public Safety Act was enacted. The enacting legislation states, in part, "The Legislature finds there is a need to comprehensively address the crisis of gun violence, including but not limited to, gun violence on school campuses. The Legislature intends to address this crisis by providing law enforcement and the courts with the tools to enhance public safety by temporarily restricting firearm possession by a person who is undergoing a mental health crisis and when there is evidence of a threat of violence, and by promoting school safety and enhanced coordination between education and law enforcement entities at the state and local level."

CLERK'S CORNER

Karen E. Rushing
Clerk of Court and County Comptroller

In addition to the many enhancements called for in this legislation, the area that most directly impacts the court system was the creation of section 790.401, Florida Statutes, "The Risk Protection Order Act." This act provides a mechanism for law enforcement to obtain a court order temporarily restricting a person's access to firearms or ammunition. For consistency reasons, and to establish procedures and a single set of forms, the Twelfth Circuit has issued an Administrative Order in regards to procedures for risk protection orders.

As we expect that risk protection orders may have overlapping matters handled in mental health, criminal and family court, attorneys practicing in those fields are encouraged to familiarize themselves with the process as it is enumerated in the statute and the Twelfth Judicial Circuit Administrative Order. Noted below are some of the critical elements in the risk protection process:

- Filing a Petition for a Risk Protection Order and Temporary Ex Parte Risk Protection Order (issued before a hearing and without notice to a respondent)
- Scheduling of Hearings
- Notice Requirements
- Issuance of Risk Protection Orders
- Service Requirements
- Termination and Extension of Risk Protection Orders
- Surrender/Return of Firearms and Ammunition
- Mandatory Reporting of Risk Protection Orders

The Clerk has partnered with the Judiciary and law enforcement to ensure that these cases have the utmost priority in processing. Although this is a difficult subject to address, the statute seeks to prevent what may otherwise result in a tragic outcome and this Clerk's office, along with other agencies, is working to keep our community safe.

PRENUPTIAL

Continued from Page 1

public policy in the state of Florida. *Khan v. Khan*, 79 So.3d 99 (Fla. 4th DCA 2012). Other alimony waivers are enforceable unless such waiver causes one party to the agreement to be eligible for public assistance at the time of separation or dissolution of the marriage. In that case, the court may require the other party to provide support to the extent necessary to avoid the eligibility for public assistance, notwithstanding the terms of the agreement. Not every couple needs a prenuptial agreement. However, where at least one future spouse has substantial assets or for second (third, fourth, etc.) marriages where a future spouse wants to protect the inheritance rights of his or her children from a prior marriage, prenuptial agreements are appropriate and should be encouraged.

In 2007, Florida adopted the *Uniform Premarital Agreement Act* and codified it under *Florida Statute § 61.079*. This statute governs all aspects of prenuptial agreements, which it defines as "an agreement between prospective spouses made in contemplation of marriage and to be effective upon marriage." Based on this definition, the statute does not apply to postnuptial agreements. The statute also specifically provides that a prenuptial agreement is only effective upon the marriage of the parties so, if the parties remain together but never marry, the agreement is of no effect.

A prenuptial agreement must be in writing and signed by both parties. Most practitioners also have two witnesses and a Notary, though the statute does not require this formality. It can only be amended, revoked, or abandoned by a written agreement signed by the parties. I have heard of parties tearing up their prenuptial agreements in an attempted revocation. If they destroy the only existing copy, that may end up being effective only because there would be no remaining evidence of the agreement and neither party attempts to enforce it. However, under the statute, revocation by act is not an option.

The next issue is the enforceability of the prenuptial agreement. The statute provides that a prenuptial agreement is not enforceable if: (i) it was not entered into voluntarily; (ii) it is the product of fraud, duress, coercion, or overreaching; or (iii) the agreement was unconscionable when it was executed and certain standards regarding financial disclosure were not met. Fraud is rarely used as a grounds for challenging prenuptial agreements. Challenges based on duress and overreaching are more common.

A number of things can be written into a partnership agreement or operating agreement to prepare for the BBA audit rules and to provide more control to partners.

There is an inherent element of duress involved in the execution of any prenuptial agreement, especially where there is a large disparity in the wealth of the parties. The less wealthy spouse knows that the marriage will not take place if he or she does not sign the agreement. Sometimes, in addition to wealth, there is something else at stake for the less wealthy spouse, like a Green Card. This is not the duress to which the statute is referring.

A good (or bad) example of duress occurred in the *Flaherty* case. 128 So. 3d 920 (Fla. 2d DCA 2013). In that case, the husband presented the wife with the prenuptial agreement less than a month before the wedding. The wife was unable to get an appointment to see an attorney until eleven days before the wedding. The attorney initially advised the wife not to sign the prenuptial agreement as it waived her rights to the elective share, required a release of any interest in assets acquired during the marriage, and waived her rights to any form of alimony or attorney's fees. The attorney then told the wife that she should contact the husband's attorney to ask for revisions but did not communicate with the wife again until after the wedding. The husband presented the wife with the prenuptial agreement again at 11:30 p.m. the night before the wedding in Las Vegas, and requested that she sign the same in the presence of a Notary. The wife frantically scrambled to locate a Notary and signed the prenuptial agreement at 2 a.m. without reading it. The Second DCA found that there was competent substantial evidence to deem the prenuptial agreement voidable. The Court quoted *Lutgert*, "[W]hen there are sufficient coercive circumstances surrounding the execution of the agreement as to give rise to a presumption of undue influence or overreaching; [the proponent of the prenuptial agreement] has the burden of coming forth with evidence on the issue of voluntariness on the part of the other party." Here, the former husband failed to offer any evidence that the former wife signed voluntarily and the appellate court determined trial court should have set aside the agreement based upon coercion and duress.

Overreaching is described in *Schreiber* as "a situation where one party, having the ability to force the other into an unfair agreement, does so." 795 So.2d 1054 (Fla. 4th DCA 2001). You can see that this element goes hand in hand with duress and coercion. The Second DCA found the husband overreached the wife in *Lutgert* when he presented the wife with a prenuptial agreement 24 hours before the wedding while the parties were wedding ring shopping and told her "no agreement, no wedding." 338 So.2d 1111 (Fla. 2d DCA 1976). The wife balked at signing, so the husband called his attorney and had him speak to the wife. The wife was of no means, while the husband was worth approximately $25 million (although the terms of the prenuptial agreement disclosed his wealth to be approximately $3 million). The agreement provided for the husband to retain all of his property and provided the wife with $1,000 a month in permanent alimony in the event of a dissolution but no property. For 10 years, the parties lived a luxurious lifestyle with an eight-bedroom, 12-bathroom house, three yachts, a jet, Rolls Royces, and Lincolns. They took extravagant vacations, had servants, and bought expensive jewelry. The Court held that the totality of the circumstances surrounding the execution of the agreement, including the disproportionate terms, supported a presumption of undue influence and overreaching that affected the wife's ability to exercise her free will in executing the agreement.

The final ground for challenging a prenuptial agreement is multi-step. If a prenuptial agreement is unconscionable at the time it was executed and, before the execution of the prenuptial agreement, the party against whom enforcement is sought (a) was not provided a fair and reasonable disclosure of the property or financial obligations of the other party; (b) did not

See **PRENUPTIAL**, *Page 14*

PRENUPTIAL

Continued from Page 13

voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided; and (c) did not have, or reasonably, could not have had, an adequate knowledge of the property or financial obligations of the other party. The finding that a prenuptial agreement is unconscionable is not enough. As the Fifth DCA found in *Baker*, parties are entitled to make agreements that are manifestly against their own best interest. In that case, the court was dealing with the enforcement of a Pennsylvania prenuptial agreement in which the wife had been receiving $55,000 per year in alimony from a prior marriage but agreed to waive alimony, equitable distribution, and a share in her new husband's estate. The DCA did not find evidence of unconscionability or overreaching because the wife had retained independent counsel to negotiate the prenuptial agreement, testified that she understood the terms, and that she signed it with full financial disclosure and under no threat by the husband that he would not marry her if she did not sign.

So what's a practitioner to do? Courts want to uphold prenuptial agreements, but the circumstances surrounding the execution must be handled carefully. First, start the drafting and negotiation of the prenuptial agreement as far in advance of the anticipated wedding date as possible. This gives both parties ample time to make any requested changes and lessens the chances of any argument that there was duress. Second, both parties should be represented by counsel. This is not only for the protection of the party with less in assets, it is for the protection of the party seeking the prenuptial agreement. Both parties should have full knowledge and understanding of the contents of the agreement and the ability to negotiate. An unrepresented party is not really in a position to negotiate and has a better argument that he or she did not understand what he or she was signing. Third, always make sure that there is full and fair financial disclosure. Provide tax returns, bank statements, brokerage statements, and information regarding income. The more disclosure, the better protected the party seeking the agreement is.

If you are reviewing a prenuptial agreement that is disproportionately unfavorable to your client, obviously you should try to negotiate better terms. If you can't, you should, of course, advise the client not to sign the prenuptial agreement and put that advice in writing. Often, because of circumstances mentioned above, the client will sign the agreement anyway, but at least your objection is on record.

Credit for material throughout article: "The Uniform Premarital Agreement Act: Taking Casto to a New Level for Prenuptial Agreements" by Doreen Inkeles, *The Florida Bar Journal*, March, 2007, Volume 81, No. 3.

TOOLS

Continued from Page 1

and guardianships. These provisions all relate to discovery, which, as we all know, is generally the pre-trial phase in litigation when each party gathers the facts of a case from the opposing party and others using various discovery tools. However, Fla. Prob. R. 5.080(c) does not require an adversarial proceeding in order to allow such discovery.

Any "interested person" can utilize this rule and conduct discovery. The definition of "interested person" is a malleable one and is dependent on the facts and circumstances of the particular case. It includes "any person who may reasonably be expected to be affected by the outcome of the particular proceeding involved." § 731.201(23), Fla. Stat. In probates, this would include the personal representative, beneficiaries, and a surviving spouse. It would not include a beneficiary who has received complete distribution and does not automatically include a creditor with a pending claim. In guardianships, it would include the petitioner, the alleged incapacitated person, and that person's next of kin if the next of kin would be affected by the outcome of the proceedings. However, the Rudolph v. Rosecan case can be used to limit the participation of next of kin in guardianships. 154 So. 3d 381, 385 (Fla. 4th DCA 2014).

In practice, conducting non-adversarial discovery can assist personal representatives and guardians in administering the case. Having trouble getting the mega bank to respond to your letters and phone calls requesting information regarding the decedent's or ward's financial accounts? They usually do not ignore subpoenas. The fiduciary can use subpoenas to obtain information from other uncooperative custodians of assets, to demand accounting documents from an uncooperative agent under power of attorney, to obtain a decedent's or ward's medical records, to identify life insurance values and beneficiaries, to review beneficiary designation forms for questionable "pay-on-death" (POD) accounts, and to obtain a deceased person's financial and transaction records from a suspected exploiter.

Similarly, interested persons other than the fiduciary can subpoena documents. The surviving spouse can request financial records to establish the value of the elective estate. A beneficiary under a Last Will and Testament could seek documents relating to "will substitutes" such as POD or transfer on death forms that give an account to someone else to explore whether there is basis to challenge the validity of the document. An alleged incapacitated person's next of kin can seek correspondence between the person and the proposed guardian or could seek other documentation to support or refute the allegations made in the petition to appoint a guardian.

As an attorney, you can issue the subpoena for documents (called a subpoena duces tecum), either with or without a deposition. However, if you are issuing a subpoena duces tecum to a "non-party" (generally someone who is not an "interested person"), you must file and serve a notice of intent to serve the subpoena at least 10 days before you actually send the process server out with the subpoena. See Fla. R. Civ. P. 1.351(b). The "interested persons" will have the opportunity to object to issuance of the subpoena. Here's a tip: in addition to e-filing and emailing the notice, send it by fax also if you have only a couple of interested persons that might object. Faxing limits the objection period to 10 days from the day you send the fax, while email requires 15 days, just like service by mail. Sample subpoenas if you are seeking documents are available in the Florida Rules of Civil Procedure. Fla. R. Civ. P. Forms 1.913 & 1.922. The notice of intent to serve a subpoena duces tecum is available at Fla. R. Civ. P. Form 1.921.

Information you are unable to obtain through a document request can also be sought using interrogatories, requests for admissions, and, of course, depositions. Admissions and interrogatories can help you determine the factual basis for a claim without the expense of deposition. While you can set a deposition for anyone who might have information about a case, you can only submit interrogatories and requests for admissions to "parties" to a proceeding and you are limited to 30 questions in the interrogatories and 30 individual admission requests.

In an adversarial proceeding, it is clear who the "parties" are — they are the petitioner and respondent whose names appear at the bottom of the caption on page 1 of the court filings. In non-adversarial proceedings, the definition of a "party" is more flexible and could include an "interested person."

For those who do not carry around West's *Florida Probate Code with Related Laws and Court Rules*, you can download a free e-copy of the Florida Rules, including Fla. R. Civ. P., at: https://www.floridabar.org/rules/ctproc/.

NEWS OF NOTE

■ Attorneys' Title Fund Services, LLC announced that **Fergeson Skipper, P.A.**, has been named a member of The Fund's President's Circle for 2017. The Fund's President's Circle is an elite group of the top 100 member firms. It is the support and loyalty of these members that allows The Fund to continue to serve the 2,500 member firms across the state of Florida.

■ The law firm of Icard, Merrill, Cullis, Timm, Furen, and Ginsburg, P.A., is pleased to announce that **Nicole M. Price** has joined the firm as an associate in the Sarasota office. Her practice focuses primarily on general civil litigation. She also has experience in construction litigation, personal injury litigation, and family law matters.

■ Dunlap & Moran, P.a., an AV-rated, multi-practice law firm with offices in downtown Sarasota and Lakewood Ranch, is pleased to announce that **Sarah Harnden Campbell** has joined the firm as an Associate. Her areas of practice at the firm will be Probate, Trust Administration, Estate Planning, and Business Law.

■ For the 9th consecutive year, **Christine Sensenig** of Hultman Sensenig + Joshi has been invited to speak at the International Risk Management Institute's national seminar series on employment law and regulatory issues affecting the insurance industry, particularly those writing agricultural-related policies. The series includes presentations to insurance brokers, agents and underwriters in Sacramento, Indianapolis and Des Moines.

■ The law firm of Shumaker, Loop & Kendrick, LLP, is pleased to announce that Sarasota associate **Brett M. Henson** presented "A Primer on Products Liability for Florida Manufacturers" at the Sarasota Manatee Manufacturers Association Dinner meeting on May 16, at the Even Hotel in Lakewood Ranch.

CLASSIFIED ADS

EMPLOYMENT

ASSOCIATE ATTORNEY Norton Hammersley, a full-service, AV-Rated downtown Sarasota law firm, continues its growth and is seeking an Estate Planning/Corporate Attorney with an LL.M. in taxation and 2+ years of estate planning/corporate experience. Candidate must be licensed in the state of Florida. Competitive compensation and benefits, including 401K and health insurance. Please send confidential cover letter, resume and salary requirements to Sandra King via e-mail: *sking@nhlslaw.com*

GOVERNMENTAL ATTORNEY AV-rated Bradenton law firm seeks land use/governmental attorney with 3 to 5 years of experience to augment its active local government law practice. The firm represents a variety of units of local governments, including municipalities, special taxing districts, fire districts, and community development districts. The firm also represents private parties seeking approval from local and state governmental agencies. Applicants should be a member of The Florida Bar. Interested candidates should email a letter of interest and resume to *ppetruff@dyeharrison.com*. Compensation and benefit package based upon experience. All responses will be kept confidential.

OFFICE SPACE

Convenient 980 sq. ft. ground-floor office suite with direct entrance from parking lot on Wallace Avenue. Nice layout with three office/conf. rooms, kitchenette, bathroom and reception area. Rent $1,900 per month. First month's rent free. Available immediately. Furniture available. Contact (850) 855-6941.

Executive Office Furniture used at local banking office. Quality all-wood pieces in cherry finish. Five L-shape desks. One U-shape desk. Four 4-drawer, wood filing cabinets. Four 4-shelf bookcases. Many side chairs. Pieces will be sold separately or as a lot. All bargain priced at 15 percent of retail. Buyer arranges delivery. To see, contact: Clarke Company (941) 374-2710

Connect with us!

Want to be reminded of upcoming SCBA events while you scroll through Facebook? How about a glimpse of past events you missed? Maybe even some local legal news and events? Please "like" our Facebook page to receive future updates and photos by clicking here: *www.facebook.com/SarasotaBar*

INN OF COURT

Judge Hunter Carroll (left) congratulates Ted Eastmoore on his award.

Ted Eastmore honored with Scheb professionalism award

By PATRICK J. DUGGAN, Esq.
Shumaker, Loop & Kendrick, LLP

Sarasota attorney Theodore "Ted" Eastmore was awarded the Judge John M. Scheb Professionalism Award in a ceremony at the Field Club on May 8.

The Judge John M. Scheb Professionalism Award is given annually to a Sarasota County (Florida) attorney who exemplifies professionalism in his or her day-to-day practice. The recipient is selected by secret ballot of the Masters of the Inn.

"Ted Eastmore was one of the founding members of our Inn. He continues to exemplify professionalism in his day-to-day practice. Mr. Eastmore is a true role model for our Sarasota legal community," said Inn President Hon. Phyllis Galen.

After earning a B.S. with honors from the University of Florida and his law degree from the Stetson University College of Law, Eastmore began practicing law in 1980. He is a founding member of Matthews Eastmore, a Sarasota law firm, where he practices as a civil litigator. Eastmore is a Board Certified Civil Trial Lawyer, holds an AV Preeminent Rating from Martindale Hubbell, and is a Fellow with the prestigious American College of Trial Lawyers, one of the preeminent organizations of trial lawyers in North America. He is the past Chair of the Twelfth Circuit Judicial Nominating Commission, the Past Chair of the Second District Court of Appeal Judicial Nominating Commission, and the Past Chair of the Magistrate Merit Selection Panel for the United States District Court, Middle District of Florida.

The Judge John M. Scheb American Inn of Court was founded in 1991 by the late Judge John Scheb. One of its stated goals is to promote excellence in legal advocacy at the trial and appellate court levels. Recent recipients of the Judge John M. Scheb American Inn of Court Professionalism Award include **Mark Kapusta**, **Laurie Zimmerman**, **Bill Partridge**, **Hon. Stephen Walker**, **Drew Clayton**, and **Kate Halvorsen**.

A VERY SPECIAL THANK YOU

to the

2018 BENCH BAR SPONSORS

On May 4, 2018, the Sarasota County Bar Association and the Manatee County Bar Association held a 12th Judicial Bench Bar Conference. The event and outstanding turnout and enthusiastic response would not have been possible without the support of our sponsors:

PRESENTING SPONSOR

HBK CPAs & Consultants

GOLD SPONSORS

CAPITAL PROTECTION & INVESTIGATIONS
FLORIDA PRIVATE INVESTIGATOR

GRP
GROSSMAN ROTH AND PARTRIDGE
TRIAL LAWYERS

SMRL
SYPRETT, MESHAD, RESNICK, LIEB, DUMBAUGH, JONES, KROTEC & WESTHEIMER, P.A.

SILVER SPONSORS

CenterState Bank ● Esposito Law Group, P.A. ● Harllee & Bald, P.A.

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. ● Mallard Law Firm

BRONZE

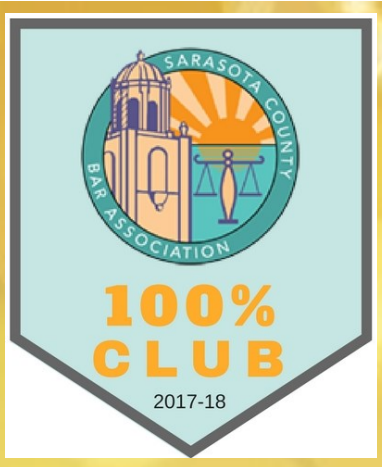
Adams and Reese, LLP ● Bentley & Bruning, P.A. ● Blalock Walters, P.A.

Community Foundation of Sarasota County ● Paul F. Grondahl, P.A.

Law Office of Andrea M. Johnson, P.A. ● Law Office of Robert K. Lincoln, P.A.

Loftus Law ● The Mack Law Firm, Chartered ● Maglio Christopher & Toale, P.A.

Muirhead, Gaylor, Steves & Waskom, P.A.



We recognize our 100% CLUB MEMBERS:

Adams and Reese, LLP

Band Gates & Dramis, P.L.

Berlin Patten Ebling, PLLC

Bowman, George, Scheb, Kimbrough, Koach & Chapman, P.A.

The Byrd Law Firm, P.A.

Dickinson & Gibbons, P.A.

Dunlap & Moran, P.A.

Fergeson Skipper

Ferrari, Butler & Moneymaker, PLLC

Grossman Roth & Partridge

Hutton & Dominko, PLLC

Kirk-Pinkerton, P.A.

Lancaster & Eure, P.A.

Loftus Law

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.

Mack Law Firm, Chartered

Matthews Eastmoore

Muirhead, Gaylor, Steves & Waskom. P.A.

Norton, Hammersley, Lopez & Skokos, P.A.

Shutts & Bowen LLP

Syprett, Meshad, Resnick, Lieb, Dumbaugh, Jones, Krotec & Westheimer, P.A.

*The **Sarasota County Bar Association 100% Club** is a special category of membership that demonstrates an extraordinary commitment to the legal profession and our community from law firms, law departments and legal organizations that enroll 100 percent of their attorneys as members of the Sarasota County Bar Association. If you think your firm qualifies, email a list of your associates to scba@sarasotabar.com.*