FORUM 8

Volume 83, No.1 | Eighth Judicial Circuit Bar Association, Inc. | September 2023

President's Message

By Monica Perez-McMillen

Welcome back, members of the Eighth! I hope that each of you have enjoyed your summer. It seems like just yesterday we were gathered at the historic 1908 Grand for our Annual Meeting and Dinner on June 1. The rich history of the 1908 Grand made for a perfect venue to catch up with colleagues and invited guests. As I looked around the room that night, I was humbled by the level of community leaders, inspiring professionals, and brilliant minds in the room. I am honored to have been selected to be your local bar president. Thank you for allowing me to serve the membership at large.

The summer functions of my fellow board members were quickly put to the test. The incredible leaders on this board jumped into the fray to help me with various tasks so that I could attend to a brief medical leave. Your President-Elect Designate, Peg O'Connor, took on significant tasks related to our retreat which allowed me the opportunity to recover knowing that the board functions were in order. Thank you, Peg!

The EJCBA Board members are some of the most selfless, kindest, and generous attorneys that I've encountered. However, I only know this because of the relationships that I have built with them over the last 12 years. I'd like to encourage you to "get to know" the EJCBA officers and directors for the coming year. Our e-mail addresses and phone numbers are listed in this newsletter. Please contact any one of us to meet for a 1:1 to discuss any ideas, or events that you would like to help us with. We want to hear from you. How can we better serve you? What value do you derive from your membership, and more importantly, what value do you wish that it would provide? Our Board is eager to serve you.

The Florida Bar has encouraged us to take a closer look at Mental Health and Wellness and help our membership de-stigmatize mental health in the legal community. The statistics in our profession are alarming. Our social committee hopes to promote balanced events this year that continue to promote well-being be it golfing, physical activities (who will join me running a race for one of our favorite non-profits this year?), or perhaps yoga on the lawn. Yes, we will still have socials that include alcohol (Cedar Key), but not every social event must include alcohol.

In addition to taking care of our membership (I am hopeful to have more information to you soon), I believe that an invaluable training is being put together in our region titled "Trauma Informed Courts" which will bring in key mental health experts and members of the Florida Bar. More information will be listed in the October issue.

The vision for this year is to refocus on our membership, to spend time getting to know the ~350 members and finding ways to connect with each other. If the formal luncheons aren't your flavor, let us know what is. Keep an eye on the calendar section of the Forum 8 and pencil in some of our gatherings into your work calendar. If you don't know many of the folks that attend the luncheons, send me an email and I'll sit next to you at the next luncheon.

I sincerely look forward to meeting with you and serving as your president.

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Contribute to Your Newsletter!

From the Editor

I'd like to encourage all of our members to contribute to the newsletter by sending in an article, a letter to the editor about a topic of interest or current event, an amusing short story, a profile of a favorite judge, attorney or case, a cartoon, or a blurb about the good works that we do in our communities and personal lives. Submissions are due on the 5th of the preceding month and can be made by email to dvallejos-nichols@avera.com.

About this Newsletter

This newsletter is published monthly, except in July and August, by:

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Any and all opinions expressed by the Editor, the President, other officers and members of the Eighth Judicial Circuit Bar Association, and authors of articles are their own and do not necessarily represent the views of the Association.

News, articles, announcements, advertisements and Letters to the Editor should be submitted to the Editor or Executive Director by Email. Also please email a photograph to go with any article submission. Files should be saved in any version of MS Word, WordPerfect or ASCII text.

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Deadline is the 5th of the preceding month

Alternative Dispute Resolution

By Chester B. Chance and Charles B. Carter

Mediation Strategy: Initial Offers and Demands

Recently we read an article from April, 2021 by Mark Fotohabadi published in the ADR Times. The article focused on preparation for mediation, flexibility in negotiation and an analysis of ten steps in the mediation process from start to finish.

Mr. Fotohabadi observes that at mediation both sides take the position that the two sides are very far apart and each attributes this separation to the fact that the opposition is being unreasonable. As a result, each side is hesitant to engage in meaningful negotiation.

The article notes the majority of mediations start with both parties in direct contrast to each other and the initial offer is viewed as a token reply to the demand. Fortunately, the article suggests the longer the negotiation/dialogue continues the closer the parties get to a resolution.

Still, mediators know that the initial position of the parties often bears no relationship to their ultimate positions. However, this leads to emotional reactions by both sides which get in the way of efficacious negotiations. We like Mr. Fotohabadi's solution: "Some good advice to reluctant parties is to 'just get it started.'" In other words: try to act rather than react.

When it comes to dealing with demands and offers, the article addresses common statements made at the start of mediation given the typical disparity in demands and offers. Those statements may sound familiar to you as you have probably made them yourself. The remarks include:

- They want HOW much!!!
- No way is their case even in the neighborhood of that demand!!
- In my opinion, we are just wasting time with that offer!
- Are they serious with this small offer?!?!
- I don't believe they really came here wanting to settle.

Mr. Fotohabadi suggests a mediator should advise each side that extremely high or low opening numbers may discourage the other side. We note this may be a problem in that it may appear the mediator is taking over the negotiations. The neutrality of the mediator may be in jeopardy as noted by Mr. Fotohabadi. Still, he suggests the mediator should advise the parties to revise unreasonable demands to more reasonable numbers, i.e., using numbers that bear a more reasonable relationship to the value of the case. Again, this may appear to one or both parties as the mediator taking over and trying to force the mediator's opinion on value to one or both parties. That can be awkward at a minimum and offensive at a maximum.

However, the mediator should take the time and effort to explore the effects of a wide spectrum at the start of a mediation. Perhaps it can be explained that the response to a demand is "low" for the purpose of sending a message about the unreasonableness of the demand. Perhaps the mediator can break down the elements of damages and tactfully inquire about the reasonableness or unreasonableness of the offer or demand in light of the various damage components. Mr. Fotohabadi believes a side with an arguably unreasonable offer or demand risks losing credibility which affects the negotiation. We add that is certainly true and leads to delays, emotions and may ultimately result in an impasse.

We like the article's suggestion to the parties to 'just get started." In other words, suggest a response to a perceived demand or offer being ridiculous is to act rather than react and not only just get started but continue on with the negotiation while asking the mediator to inform the other side about the perceived unreasonableness. The article notes in order to resolve a matter, both sides need to be in a zone of bargaining where offers and demands are justifiable based on the case facts. Perhaps a suggestion that if one side makes a major move, the other side should reciprocate. Sometimes 'brackets' are a way of accomplishing this. Such tactics convey a willingness to settle in a reasonable fashion.

Far too often an initial demand in a personal injury case is anchored to the amount of insurance coverage rather than the liability and damage factors in the case. This pro forma demand is typically not received well by the other side as it is perceived as a waste of time and a failure to reasonably evaluate the case. Unless the liability and damage issues really do bear a relationship to coverage limits, such demands should be avoided as dangerously unproductive. Lowball offers to a reasonable demand are likewise dangerous.

Mr. Fotohabadi concludes his article with this observation: "When you carefully prepare, adopt a candid persona, maintain patience, and remain willing to compromise, a successful mediation strategy will work well not only for you but for your clients as well."

We like that kind of thinking.

Intimidating Firearm Exhibition is Not Deadly Force – *Little v. State* Distinguished

By Steven M. Harris

I last wrote on gun pointing in the February 2023 *Forum 8*. I offered my thoughts on *Little v. State*, 302 So.3d 396 (Fla. 4th DCA 2020) (gun pointing plus verbal command constitutes threatening deadly force), suggesting a legislative fix is needed. In *Burns v. State*, No. 4D22-3247 (Fla. 4th DCA May 24, 2023) (opinion by Artau, J.), the district court distinguished *Little* in the context of the defense of one's "castle" and personal property.[1] Of note: There is no legal requirement that a person warn he or she is armed, display a firearm, or to gunpoint or otherwise threaten with a firearm before lawfully discharging a firearm. See *Mobley v. State*, 132 So.3d 1160 (Fla. 3d DCA 2014).

Burns sought to eject his landlord's tree-trimming crew working in the yard after one peered into a window and made "sexualized gestures" to his fiancé, and another threatened his dogs by waving a running chainsaw at them. After a verbal quarrel with them in the yard, he went back to the dwelling and returned with a firearm. Burns openly *loaded* and carried it to confront the trespassers. He was charged with aggravated assault with a firearm although he did not gunpoint or verbally issue a command or threat. The State contended Burns provoked as aggressor by letting his dogs loose, and unnecessarily brought a firearm to confront someone who had already properly defended himself from threatening dogs.[2] According to the State, a reasonable person could not have believed there was an imminent deadly threat at the time Burns brandished his firearm.

Burns testified at the pretrial hearing. The trial court found Burns "held the firearm by his side and continued to engage in a verbal confrontation" demanding the trespassers leave. However, relying on *Little*, it denied Burns § 776.032, *Fla. Stat.*, immunity, finding that chambering a round was "menacing" and therefore *threatening deadly* force. The court found a reasonable person could not have believed great bodily harm was imminent.[3]

The Fourth DCA issued the writ of prohibition, directing the trial court to grant the motion to dismiss and to discharge Burns from criminal prosecution. Judge Artau found the trial court's reliance on *Little* "entirely misplaced." He observed that *Little* decided "only that ineffective assistance of counsel did not appear on the face of the direct appeal record based on defense counsel's failure to argue… that the case involved the use of non-deadly force rather than deadly force." He also noted that *Little* "acknowledged and did not deviate from the basic principle set forth in numerous Florida cases that have determined that the display of a deadly weapon, without more, is not deadly force." Judge Artau distinguished *Little* because Burns merely openly carried his firearm and did not point it in the direction of a person and "threaten or physically force another to do something."

As to Burns' open carry and firearm display, Judge Artau explained that § 790.25(3)(n), *Fla. Stat.*, permits open carry and display on one's "home property" and § 790.053(1), *Fla. Stat.*, permits one to briefly and openly display a firearm "in anticipation of possibly needing to use it," unless it is displayed in an angry or threatening manner not in necessary self-defense.[4] Judge Artau cited U.S. and Florida constitution precedents sanctioning possession, carry and display of a loaded firearm to assist in terminating a trespass or preventing the reasonably perceived tortious and criminal interference with one's personal property (such as dogs). He also explained the non-deadly force defense of property against criminal actors and trespassers under

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[1] Determining controlling precedent from panel opinions is analyzed by Berman, Richardson and Scavone, Jr., in *A Not-So-Little Problem with Precedent: Intra-district Conflict in Florida District Courts of Appeal,* 97 Fla.B.J. 14 (2023). Available online at The Florida Bar website, go HERE.

[2] Letting a pet dog loose could constitute the threatening of *non-deadly* force. If done lawfully under § 776.012(1), § 776.013(1)(a), or § 776.031(1), *Fla. Stat.*, one would not be an aggressor who provoked under § 776.041(2), *Fla. Stat*. Retrieving a firearm and returning to a location where you may have to use it should usually be considered outside the behavioral frame and thus irrelevant. *See, e.g.*, *Davis v. Strack*, 270 F.3d 111 (2d Cir. 2001).

[3] The order noted Burns' dogs ". . . are property and have a lower threshold under the statute for use of force." The trial court however made no analysis of *non-deadly* force defense of property under § 776.031(1), *Fla. Stat*.

[4] The court's citation to § 790.053(1), but not § 790.10, *Fla. Stat.*, is interesting. The former declares open carry unlawful except as otherwise allowed, and is also invoked when a person lawfully carrying a *concealed* firearm exposes the firearm. Citation to the latter also seems appropriate; it would engender the same analysis and result. The phrase "in necessary self-defense" as used in § 790.053 and § 790.10, *Fla. Stat.*, should be interpreted to mean as would be justified under § 776.012, § 776.013, or § 776.031, *Fla. Stat*.

Horsing Around: Florida's Equine Activities Statutes

By Krista L.B Collins

While much has been written about the recent legislative revisions to Florida's tort law, there is (at least) one area of tort law that will be less affected than others by the substantive changes—because it already presented a high bar for plaintiffs to recover. That area is equine activities. Chapter 772, *Fla. Stat.*, governs equine activities, and relieves "equine activity sponsors" from liability for injury or death of a participant "resulting from the inherent risks of equine activities," with certain limited exceptions. To know if a potential plaintiff has a case, there are several questions, of increasing difficulty and decreasing clarity, that must be answered:

1. Who qualifies as an "equine activity sponsor" or "participant"?
2. What are the inherent risks of equine activities?
3. Does the plaintiff qualify under one of the statutory exceptions?

The first question is fairly straightforward and answered by Sec. 773.01(4) and (7). An equine activity sponsor is any person, group, corporation, or club that provides the facilities for an equine activity – 4H clubs, stable and farm owners, instructors, fairs, riding clubs and programs, the list goes on. A participant is just what it sounds like: any person, whether amateur or professional, who engages in an equine activity.[1] It does not matter whether or not the person paid a fee.

Where things start to get sticky is in the definition of "inherent risks." Section 773.01(6) defines the inherent risks of equine activities as:

> those dangers or conditions which are an integral part of equine activities, including, but not limited to:
>
> a) The propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them.
> b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
> c) Certain hazards such as surface and subsurface conditions.
> d) Collisions with other equines or objects.
> e) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

Things then get very sticky with the exceptions set forth in Sec. 773.03, which provides that nothing shall prevent or limit the liability of an equine activity sponsor if the sponsor:

a) provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and it was so faulty as to be totally or partially responsible for the injury;
b) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity, or to determine the ability of the participant to safely manage the particular equine based on the participant's representation of his or her ability;
c) owns, leases, rents, has authorized use of, or is otherwise in lawful possession and control of the land or facilities upon which the participant was injured, and the injury was due totally or in part, to a dangerous latent condition which was known to the equine activity sponsor, equine professional, or person and failed to post warning signs;
d) commits an act or omission that a reasonably prudent person would not have done or omitted under the same or similar circumstances or that constitutes willful or wanton disregard for the safety of the participant, which act or omission was a proximate cause of the injury; or
e) intentionally injures the participant.

Some situations are easy to classify: if the horse freaks out[2] and throws the rider because a snake goes across the path? That's an inherent risk, which means no recovery for the rider. But what if after the horse freaks out, the straps for the stirrups snap and then the rider falls off? What if the horse that freaks out is a high-strung stallion and the sponsor assigned it a rider who had a fair amount of experience with horses, but none with a stallion? Suddenly, determining what is an "inherent risk" looks a lot less straightforward.

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[1] Fun Fact No. 1: the statutory definition also includes equines themselves in the definition of "participant," although a review of the case law does not reveal any case in which a horse brought a claim for personal injury.

[2] Fun Fact No. 2: while "freak out" isn't exactly a technical legal term, it has in fact been used by courts to describe behavior, albeit behavior of people, not horses. *See, e.g., Boutin v. Sec'y, Dep't of Corr.*, 5:17-CV-221-OC-39PRL, 2020 WL 3259018 (M.D. Fla. June 16, 2020).

Report from RPPTL

By Rebecca Wood

The Executive Council (EC) of the Real Property Probate and Trust Law (RPPTL) Section of The Florida Bar last met on July 22, 2023, at The Breakers in Palm Beach, Florida. This was the first meeting of the 2023-24 Bar year, and as you will see it was a substantive and impactful event.

ACTION ITEMS – Legislative Initiatives and Board Certification

The Section will support legislation to update Florida's Uniform Principal and Income Act, to achieve greater consistency among states, but with modifications to reflect our state's public policy choices.

RPPTL will support efforts to promote legislation to clarify existing Florida law by statutorily exempting title disputes arising under the Florida Uniform Disposition of Community Property Rights at Death Act ("Act") from Florida's probate creditor claims procedure. This will create a new dispute resolution mechanism and 2-year statute of repose specifically designed for title disputes arising under the Act, and make narrowly focused modifications to the Act and other related provisions of the Florida Probate Code to reduce the risk of unintended forfeitures of the property rights the Act is intended to preserve.

To protect the public interest of certainty in the ownership of real property, the Section will propose legislation to amend section 28.223, *Florida Statutes*, governing clerks of the circuit courts, adding orders admitting the will to probate, orders determining beneficiaries, and petitions affecting or describing real property to the list of things the clerk of the circuit shall record.

EC approved support of proposed legislation relating to notice by mail or courier; amending section 1.101, *Florida Statutes* to: include electronic confirmation; providing retroactive application; providing an effective date. Succinctly put, with the USPS dispensing with green card return receipts, this change amends the definition of certified mail to include overnight carriers like FedEx.

Finally, the EC approved the Insurance and Surety Committee's pursuit of approval for a **New Board Certification Area:** *Insurance Coverage Law.*

Of note, from the last meeting of the prior bar year: the Section approved supporting amendment to rules of professional conduct deleting the Z words because "zeal" is related to "zealot" which has a negative connotation, and many lawyers were misapplying the duty to "zealously" represent their clients by behaving other than professionally.

INFORMATION ITEMS – More Legislation and Title Standards:

Modern development plans contemplate the creation of easements in declarations of condominium and planned unit developments while land is under common ownership; a 2004 case said that it was impossible to create an easement on one's own land because of the merger doctrine. That case was long treated as an anomaly, but recently a plethora of cases have followed suit; jeopardizing the validity of countless easements upon which approved developments depend. This proposal expressly provides that one can create an easement on one's own land without disturbing the common law merger in the context of existing easements being eliminated when the dominant and servient estates later come under common ownership. Interim action by the Executive Committee is expected to approve this endeavor for the early 2024 legislative session.

At the next EC meeting, a vote will be taken to approve an amendment to Title Standard 00 replacing all masculine pronouns with gender-neutral pronouns in the name of inclusivity.

Continuing Legal Education: Committees in both divisions work diligently, and your participation is encouraged. Meetings are accessible to all of you via Zoom and there are opportunities for CLE credits. At The Breakers there were presentations about how using real property in a certain industry not legal under federal law affects sales and leasing and another about insuring land together with mobile homes, and more. Many industry leaders who are active in the Section are board certified; one way they encourage others to become certified is by planning and delivering board certification review courses in real estate, trust and estates, condo law, construction law, etc.

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Back row, from L to R: Jeff Dollinger, Tara Langford, Clay Martin, John Roscow, Mac McCarty, David Menet, Jose Moreno. Front row, from L to R: Rachel Vanderzee, Norm Fugate, Melissa Jay Murphy, Denise Hutson, Leigh Cangelosi, Ryan Curtis, Parker Lawrence, and Cole Barnett.

Little v. State Distinguished

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§ 776.031(1), *Fla. Stat*. He noted the statute applies "to prevent or terminate" another's trespass on, or other tortious or criminal interference with, the non-dwelling portions of one's real property or personal property.[5]

The State argued in its response to Burns' petition that the writ should be denied as untimely since it was not sought until two months after the appealed-from order was issued by the trial court. *See* Snow v. State, 352 So.3d 529 (Fla. 1st DCA 2022) (petition can be denied if "unreasonably delayed"). The State also cited a *federal* case alleged to support its mistaken view that deadly force includes any "menacing action" with a firearm, even absent gun pointing. It also urged that the court could affirm the denial of immunity (under the tipsy coachman doctrine) since the trespass was already in the process of being terminated when Burns came back wielding an exposed firearm.[6] Those contentions are not mentioned in the opinion.

Judge Artau may have sought to limit the language in *Little*, but he acknowledged this, from *Little*: "When a person points a loaded firearm at another person and issues a command to that person to do something, this is generally an implied declaration that the failure to abide by the command will result in the discharge of the firearm." Thus, while *Burns* confirms firearm exhibition, including gun pointing, is *non-deadly* force, precisely what verbal command or threat turns a gunpoint into *threatening deadly* force remains uncertain. Other district courts will likely have the issue presented to them in due course, as gun pointing to defend against unlawful force, prevent a property tort or trespass, or to eject a trespasser are frequent defensive force occurrences.[7]

[5] I described those aspects of non-deadly force defense of real and personal property in the September 2022 *Forum 8*.

[6] *Reagan v. Mallory*, 429 Fed. Appx. 918 (11th Cir. 2011), a non-precedential § 1983 civil case relating to immunity from arrest under Florida law and discussing § 776.031, *Fla. Stat*. The court there observed but did not hold that an officer had the right to gunpoint and issue a verbal threat to terminate a trespass, but probably not when a trespasser was already in retreat.

[7] Two recent incidents in Flagler County are representative: *State of Florida v. Terry Lee Vetsch*, Case No. 2023-MM-000606, and *State of Florida v. Christopher Todd Lemke*, Case No. 2023-CF-000696, both involving gunpoint plus verbal threat. Vetsch was initially charged with aggravated assault (firearm); that charge was reduced to misdemeanor exhibition (not in necessary self-defense). A video of the incident is HERE. Lemke is charged with aggravated assault (firearm). Of note is that Judge Artau wrote that ". . . it was reasonable for Burns to have anticipated the possibility that he would need to act in self-defense while verbally directing trespassers off his property."

Horsing Around

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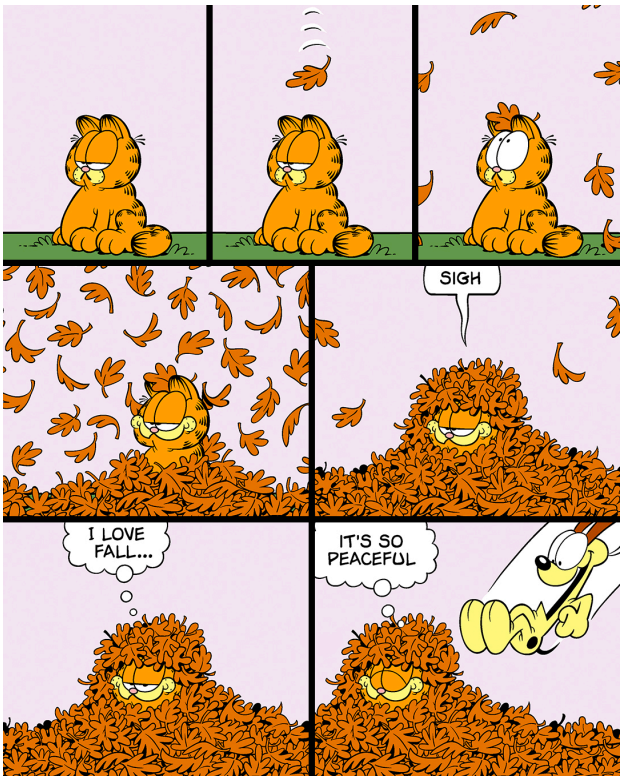
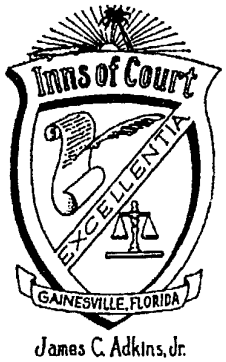
Of course, every case is dependent on its specific facts. But equine-related cases are even more so, because there are so many exceptions – and so few cases in Florida upon which to rely. While Florida has a thriving equestrian community, there simply have not been a lot of reported cases involving Chapter 773. And while many states have equine activity statutes similar to Florida's, there is still not a lot of case law out there.

So what is a good practitioner to do? A lot of homework! We need to know our facts backwards and forwards -- learn exactly what the rider did and didn't do, learn exactly what the equine activity sponsor did and didn't do, learn the horse's history and temperament, and learn all the minutiae of exactly what happened in order to determine if one of the exceptions can apply, especially if there is no factually similar case law on which to rely. In other words, we must do what we should do in every case – except this time, we might have to learn some new equine-related vocabulary!





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NEW MEMBER APPLICATION

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Exact Position: _____ How long in this position? _____

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Educational Information

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Please return your application with dues payment of $375.00. $325.00 is assessed for payment of yearly membership dues and $50.00 for the one-time new member application fee. *(State Attorneys, Public Defenders, Legal Aid, and all Public Sector attorneys practicing for 5 years or less are eligible for a $100 reduction to their yearly dues and a $25 reduction to their new member application fee – total of $250 due if applicable)* **to the above address.** Please make checks payable to James C. Adkins, Jr., American Inn of Court. **Payments also accepted through Zelle at adkinsinn@gmail.com.**

INVITATION TO RENEW / JOIN THE 2023-24 EJCBA

The Eighth Judicial Circuit Bar Association (EJCBA) cordially invites you to either renew your membership or join the EJCBA as a new member.

To join, please visit : www.8jcba.org to pay online or return the below application, along with payment, to the EJCBA at PO Box 140893, Gainesville, FL 32614. The EJCBA is a voluntary association open to any Florida Bar member who lives in or regularly practices in Alachua, Baker, Bradford, Gilchrist, Levy or Union counties.

Remember, only current EJCBA members can edit their own information online, post photos and a website link, and be listed on results for searches by areas of practice. Additionally, our *Forum 8* newsletter, event invitations, and updates are all sent electronically, so please ensure we have your current email address on file and add execdir@8jcba.org to your email address book and/or safe senders list.

EJCBA Membership Dues:

Free - If, as of July 1, 2023, you are an attorney in your first year licensed to practice law following law school graduation.

$75.00 - If, as of July 1, 2023, you are an attorney licensed to practice law for five (5) years or less following graduation from law school; or

- If, as of July 1, 2023, you are a public service attorney licensed to practice law for less than ten (10) years following graduation from law school. A "public service attorney" is defined as an attorney employed as an Assistant State Attorney, or an Assistant Public Defender, or a full-time staff attorney with a legal aid or community legal services organization; or
- you are a Retired Member of the Florida Bar pursuant to Florida Bar Rule 1-3.5 (or any successor Rule), who resides within the Eighth Judicial Circuit.

$100.00 - All other attorneys and judiciary.

**** In addition to your EJCBA dues above****
Optional - $35.00 – EJCBA Young Lawyers Division Membership is available to all lawyers who are young, who are young at heart, or who wish to provide mentorship to those that are. You must be a member of the EJCBA as well.

$35.00 - EJCBA Young Lawyers Division
(eligible if, as of July 1, 2023, you are an attorney under age 36 or a new Florida Bar member licensed to practice law for five (5) years or less)

* EJCBA voting membership is limited to Florida Bar members in good standing who reside or regularly practice law within the Eighth Judicial Circuit of Florida. EJCBA non-voting membership is limited to active and inactive members in good standing of the bar of any state or country who resides in the Eighth Judicial Circuit of Florida, and to UF College of Law faculty.

EJCBA Renewal/Application for Membership

Membership Year: 2023 - 2024

Check one: Renewal __ New Membership __

First Name: _____ MI:_____

Last Name:_____

Firm Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Eighth Judicial Circuit Bar Association, Inc.

Telephone No: (_____)_____-_____

Fax No: (_____)_____-_____

Email Address: _____

Bar Number:_____

List two (2) Areas of Practice:

_____

_____

Number of years in practice: _____

Are you interested in working on an EJCBA

Committee? ___Yes ___No

Report from RPPTL

Legislative Proposals: Participating in the Section allows you to keep current on and even influence the development of the law; the effort to adopt legislation authorizing a revocable transfer on death deed continues, though it is controversial.

8th Circuit Activities:
Section representatives Jeff Dollinger and Norm Fugate attended the North Florida Association of Real Estate Attorneys meeting on July 27, 2023, at the offices of Salter Feiber, PA, where The Fund's General Counsel, Melissa Jay Murphy gave a legislative update report.

At Large Members – 8th Circuit:

Lead ALM: Rebecca Wood, BCS
Sr. Underwriting Counsel
Attorneys' Title Fund Services, LLC
rwood@thefund.com

Jeff Dollinger, BCS
Scruggs, Carmichael, & Wershow, PA
dollinger@scwlegal.org

Norm Fugate, BCS
Fugate & Fugate, a Law Firm
norm@normdfugatepa.com

EJCBA Annual Dinner 2023

Judge Suzanne Wilson-Bullard, new EJCBA President Monica Perez-McMillen, Past President Robert Folsom, and Judge Susan Miller-Jones enjoy "An Evening in Rio" at the 1908 Grand.

Chief Assistant State Attorney Heather Jones, 8th Circuit Public Defender Stacy Scott, and Judge Craig DeThomasis at the EJCBA Annual Dinner on June 1, 2023.

EJCBA Board Member Mac McCarty with CDS Family & Behavioral Health Services, Inc.'s CEO Phil Kabler.

Attorney Jack Fine and EJCBA Board Member Cherie Fine.

Become a Safe Place

Please consider becoming a Safe Place location. All your office will need to do is complete a few questions and a training. If a runaway youth or a child feels endangered, they can easily spot the sign at your door and seek safety. Your role is to make them comfortable, give us a call, and we will take it from there. You will be doing a true service with a recognized national program and at no cost to your organization.

For information, please contact Phil Kabler of CDS Family & Behavioral Services, Inc. at philip_kabler@cdsfl.org or by telephone at (352) 244-0628, extension 3824.

September 2023 Calendar

4 LABOR DAY Holiday – County and Federal Courthouses closed
5 Deadline for submission to October Forum 8
6 EJCBA Board of Directors Meeting, location to be determined, or via Zoom, 5:30 p.m.
9 UF Football v. McNeese, 7:30 p.m.
13 Probate Section Meeting, 4:30 p.m. via ZOOM
15 EJCBA Luncheon, Speaker TBD, The Wooly, 11:45 a.m.
16 UF Football v. Tennessee, 7:00 p.m.
25 Yom Kippur Holiday – County Courthouses closed
30 UF Football at Kentucky, TBA

October 2023 Calendar

4 EJCBA Board of Directors Meeting via Zoom, 5:30 p.m.
5 Deadline for submission to November Forum 8
5 Annual James C. Adkins, Jr. Cedar Key Dinner, sunset at Steamers
7 UF Football v. Vanderbilt (Homecoming), TBA
9 Columbus Day – Federal Courthouse closed
11 Probate Section Meeting, 4:30 p.m. via ZOOM
12 Three Rivers Legal Services 45th Anniversary & Pro Bono Recognition Dinner, 5:30 p.m., Best Western Gateway Grand
14 UF Football at South Carolina, TBA
19 Adkins Inn of Court/EJCBA event with Justice Labarga at 1908 Grand, TBD
27 EJCBA Luncheon, Speaker TBD, The Wooly, 11:45 a.m.
28 UF Football v. Georgia, Jacksonville, FL, 3:30 p.m.

Have an event coming up? Does your section or association hold monthly meetings? If so, please fax or email your meeting schedule to let us know the particulars, so we can include it in the monthly calendar. Please let us know (quickly) the name of your group, the date and day (i.e. last Wednesday of the month), time and location of the meeting. Email to Dawn Vallejos-Nichols at dvallejos-nichols@avera.com.