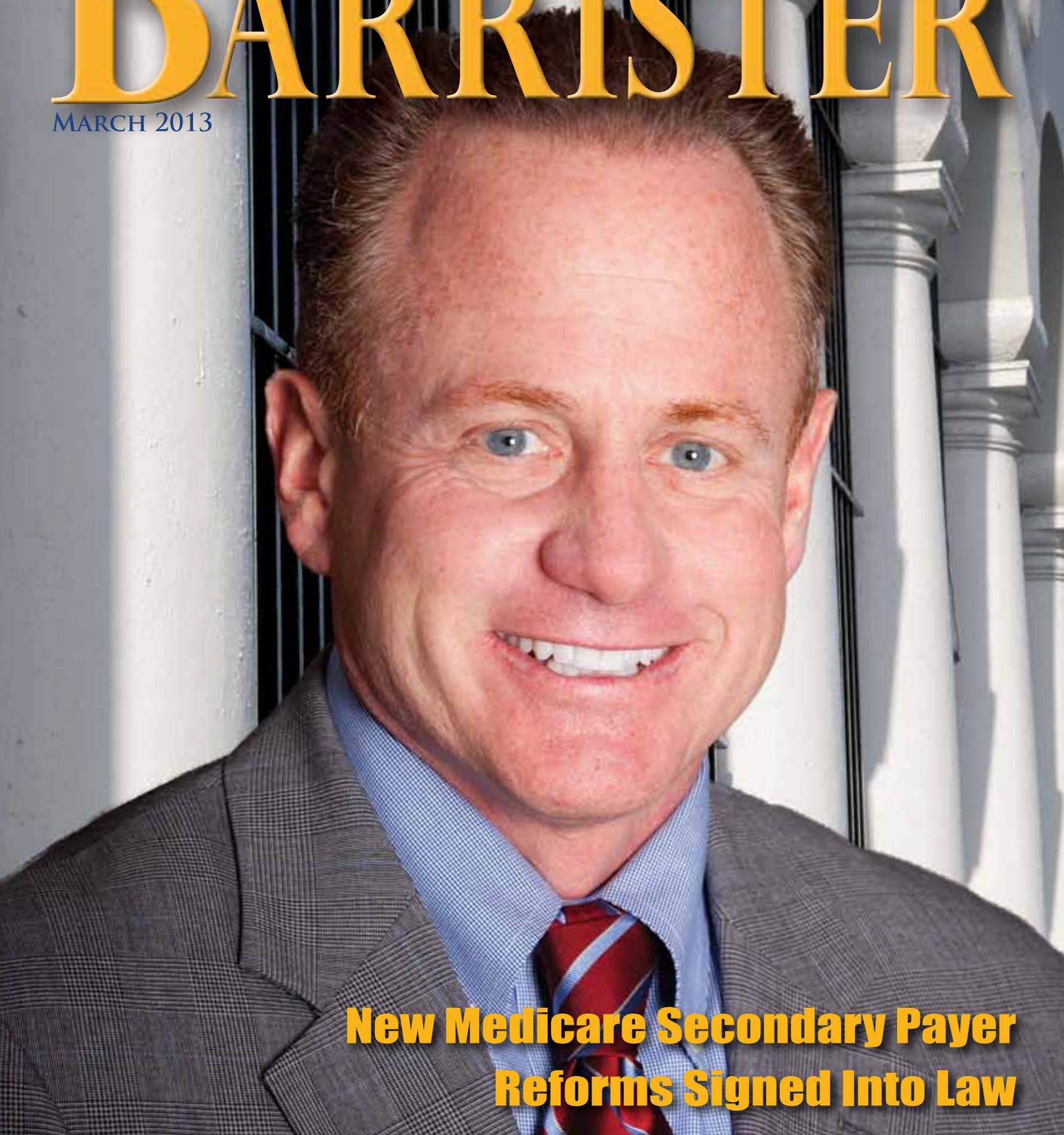


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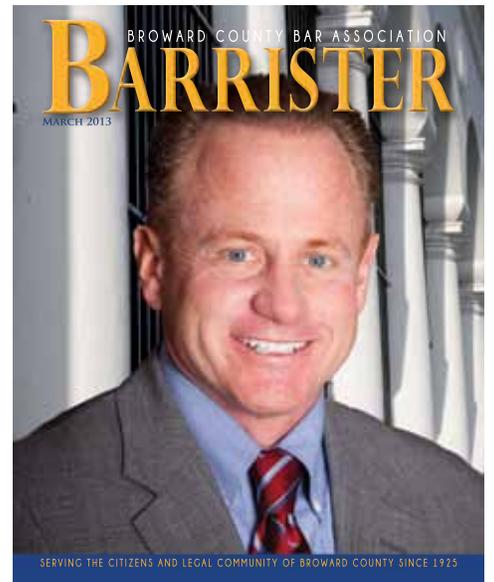
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*Deborah FitzGerald*

March is one of my favorite months. There's March Madness and St Patrick's Day, both times of celebration. In this month's article I want to celebrate the BCBA's sponsors which are vital to the success of our Association. It is with the financial support of our sponsors that we are able to host many events free of charge or at reduced rates.

We have three leading sponsors this year which, because of their level of financial support, are called 'Exclusive Sponsors.' Let me tell you a bit about them and the services they provide to our members OVER AND ABOVE their support of the Association:

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Join me in celebrating our sponsors and I urge you to utilize their services throughout the year. They are among the best in their respective businesses! **B**



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## letter from the young lawyers' president



*Meghan Clary*

While YLS hosts and participates in many philanthropic events throughout the year, this month our organization is focusing on the importance of pro bono work. As such, members of our board and organization have signed up to work at the Legal Aid Hotline as another means of giving back to our community. In addition, we will be featuring a panel presentation on "Pro Bono Made Easy – Three Projects for Busy Lawyers" at our March 21st luncheon at noon at the Tower Club. This luncheon has been designed to offer quick and easy pro bono options to attorneys who would like to do pro bono work, but do not know how to fit

it into their busy professional and personal lives. The cost to attend the luncheon is \$25.00 per person, and you may RSVP to the Broward Bar at [www.browardbar.org](http://www.browardbar.org) and click on the upcoming events calendar.

For those of you who were unable to attend our February luncheon that we co-hosted with the T.J. Reddick Bar Association and the Caribbean Bar Association, you missed a phenomenal presentation by Florida Bar President-Elect, Eugene Pettis. At the luncheon, we honored Mr. Pettis for being the first African American Florida Bar President. Mr. Pettis, we thank you for sharing your experiences with us, and we are grateful to have you as the incoming President of the Florida Bar.

Back to March, and coming up on Friday the 8th, we will be hosting our quarterly "Breakfast with the Judiciary" event in the Broward County Courthouse law library at 8:30 a.m. This is a great opportunity for young lawyers and the judiciary to get acquainted with one another in an informal setting outside of the courtroom. This catered breakfast is complimentary to the members of the judiciary and \$25.00 for all non-judiciary. Space is limited so please RSVP to Eric Rosen, Esq. at [esr@kulaw.com](mailto:esr@kulaw.com).

Also, on the 20th of this month, the YLS Board of Directors will be selecting the charitable beneficiary of our Twenty Sixth Annual Charity Golf Tournament, which will be taking place this fall. Last year, YLS raised \$31,000.00 for the Tournament's charitable beneficiary. If you know a charity that should be considered for this year's Tournament, please contact YLS Golf Tournament Chairperson, Jeffrey Wank, at (954)492-4010 before March 15th.

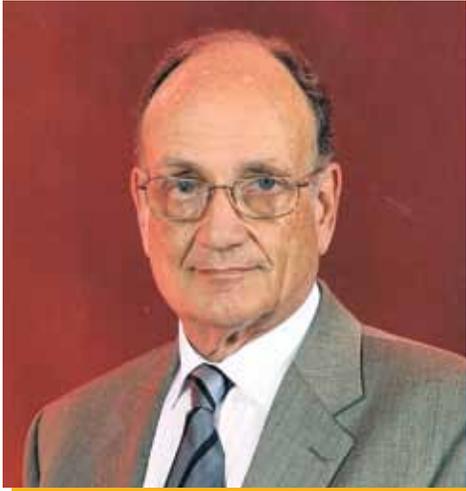
Finally, calling all bowlers...on Saturday, April 13th, YLS will be hosting its 11th Annual Charity Bowl-A-Thon from 5:00 p.m. to 8:00 p.m. at Wilton Manors Lanes. All proceeds raised from this event will go to the Bowl-A-Thon's charitable beneficiary, Voices for Children of Broward County. Please contact Bowl-A-Thon Co-Chairperson, Stacy Weissman, at (954)474-2001 for information regarding this event, including sponsorship opportunities.

If anyone has any questions about joining YLS or to learn more information about any of our events, please feel free to call me at Chorowski & Associates, P.A. at 954-525-6566, or email me at [meghan@cmfamilylaw.com](mailto:meghan@cmfamilylaw.com). **B**

Congratulations!

David Bazerman, Esq.

Broward Lawyers Care Attorney of the Month



Congratulations to David Bazerman, Esq. on being named the Boomer To Watch for 2013 by The Community Foundation of Broward County for his impressive work with the Tracey McPharlin Pro Bono Dependency Project. Since graduating from the Shepard Broad Law Center in 1996, David has dedicated his life to ensuring that dependent children are safe and that they are heard in court.

In 2010 David came out of retirement to be the Director of

the Tracey McPharlin Dependency Pro Bono Project. The Project is a collaborative effort of the Broward County Bar Association, Legal Aid Service of Broward County, 17th Judicial Circuit Pro Bono Committee, Eastern Legal and Family Services, Florida's Children First and the Chief Judge and the Circuit Court Judges and Magistrates of the Dependency Division of the 17th Judicial Circuit. The Project now has over 100 pro bono attorneys representing over 60 dependent children. **B**



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## SEMINOLE MIDDLE SCHOOL DECAL PROGRAM STUDENTS VISIT THE BROWARD COUNTY COURTHOUSE

*Andrea R. Gundersen, Esq*

On January 25, 2013, 133 students from Seminole Middle School DECAL Program from Plantation, Florida had the opportunity to spend the day at the Broward County Courthouse to see how the judicial system that they have been studying in class works in practice. Now in its third year, the Seminole Middle School DECAL program is the only active non-magnet middle school government and law program in Broward County.

This year's trip was arranged through the efforts of their teacher, Mell Rupp, and

Andrea R. Gundersen, Esq. and Judge Michele Towbin Singer who coordinated the speakers, activities and volunteers for the visit, as well as participated in activities with the students.

The students participated in observations of hearings and presentations by the BSO DUI division and the DNA Crime Lab. With the cooperation of Judge Towbin Singer and her fellow jurists including, Judges Levinson, Ehrlich, Bidwell, Holmes, Porter, Imperato and Williams, the students were able to observe various phases of court hearings in the Juvenile Division, Criminal Division, and Drug Court ranging from plea hearings, and VOP hearings to various motions and sentencing.

Some of the judges who participated in the courtroom observations this year, were gracious enough to take the time out of their docket to address the students and answer any questions they may have had and explain the process of what was occurring in their respective courtrooms. Myself, along with other

members of the Broward County Bar Association, including, Mark Rickard, Jerome Seigel, Carol Lynn Kendall, Victoria Morales, Julie Herzlick, Kelly Charles-Collins, Michael Rajtar, Jason Kaufman, Karol Pierce and Laura Varela, volunteered our time to act as "guides" to escort the students during their courtroom observations and to answer any questions from the students.

It was a pleasure to see the enthusiasm from the students who were able to see not only how the curriculum they have been studying in class is applied in the real world, but also to highlight the work that the judiciary and the staff of the Seventeenth Judicial Circuit are involved with on a day to day basis. **B**



*Andrea R. Gundersen is an AV rated Family Law attorney and a Certified Family Mediator. She has been in practice for over 20 years, focusing on family law, and her office is in Davie. For more information visit [www.gundersenlaw.com](http://www.gundersenlaw.com) or email [arg@gundersenlaw.com](mailto:arg@gundersenlaw.com).*



# New Medicare Secondary Payer Reforms Signed Into Law

*Mark Popolizio, Esquire*

On January 10, 2013, President Obama signed H.R. 1845 into law which, in part, included several major amendments to the Medicare Secondary Payer (MSP) statute. These amendments make significant changes to Section 111 reporting, conditional payments, and other important MSP aspects.

By way of background, these newly enacted reforms were initially

introduced as part of the Strengthening Medicare and Repaying Taxpayers Act of 2011 (SMART Act). The SMART Act attracted widespread bipartisan Congressional support securing 140 House co-sponsors (72-D/68-R) and 23 Senate co-sponsors (10-D/13-R) by the Fall of 2012. In addition, the bill enjoyed substantial backing from numerous and diverse industry stakeholders.

In November 2012, the Congressional Budget Office (CBO) estimated that the SMART Act would reduce Medicare spending by \$45 million over a nine year period (2013-2022). In addition, the CBO projected that the bill would provide greater certainty regarding Medicare's conditional payment amount, facilitate claim settlement, and hasten repayment to Medicare.

In December 2012, the SMART Act was merged with H.R. 1845, a bill directing Medicare to study the benefits of in-home administration of intravenous immune globulin. On

December 19, 2012, the House passed H.R. 1845 by a vote of 406 to 3. Two days later, the Senate passed the bill as part of the Unanimous Consent Calendar.

In general, these new provisions revise the MSP statute as follows:

1. Allows parties to obtain Medicare's final conditional payment figure prior to a settlement, judgment, award, or other payment;
2. Extends formal appeal rights to primary payers and other parties to challenge Medicare conditional payment determinations;
3. Eliminates the required use of Social Security and health identification claim numbers for Section 111 reporting purposes (CMS has 18 months to implement an alternative process, but may request additional time extensions);
4. Modifies Section 111's "\$1,000 a day, per claimant" penalty by striking the "shall be subject" language and replacing it with "may be subject to a





The goal behind these reforms is to make MSP compliance more practical and equitable, while still protecting Medicare's interests. Over the next few months, formal regulations implementing these new provisions will be developed. Practitioners wishing to participate in this process should monitor the Federal Register and CMS' website for the agency's forthcoming regulation proposals and instructions for comment submission.

For questions or further information, feel free to contact the author directly at 786-459-9117; or [mpopolizio@cpscmsa.com](mailto:mpopolizio@cpscmsa.com). **B**

civil money penalty of up to \$1,000 for each day of noncompliance with respect to each claimant;”

5. Requires CMS to establish the Section 111 penalty provisions through the formal notice and comment rulemaking process;

6. Sets monetary compliance thresholds for the reporting of liability settlements, judgments, awards, or other payments, and for conditional payment claims pertaining to alleged physical trauma-based incidents; and

7. Establishes a three-year MSP statute of limitations.



*Mark Popolizio, Esquire is Section 111 Senior Legal Counsel for Crowe Paradis Services Corporation. Mark is based out of Miami, Florida, and can be reached at [mpopolizio@cpscmsa.com](mailto:mpopolizio@cpscmsa.com) or (786) 459-9117.*

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**Additional Information About the Nominee**

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# Raising the Bar on Family Law

Jason H. Haber, Esq.



This article discusses the application of Florida's family law relocation statute, §61.13001, Fla. Stat., as it relates to temporary relocation in a post-judgment modification action. More specifically, this article explores the conflict between §61.13001(6), Fla. Stat., regarding temporary orders for relocation, and §61.13, Fla. Stat., which requires the showing of a substantial change in circumstances prior to any modification of an existing parenting plan and/or timesharing arrangement, particularly in light of the doctrine of *res judicata*.

As those who practice family law are aware, during the past decade, among other things, the legislature enacted §61.13001, Fla. Stat., which precludes a parent from relocating with a child to a residence more than 50 miles away from their present residence absent an agreement between the parents or court order. The statute excludes judgment and/or settlement agreements that contain a clause restricting relocation, requiring the existing restriction apply. See §61.13001(11), Fla. Stat. Often times, a parent needing to relocate may be under a sense of urgency due to a new job, sudden loss of residence or urgent

family matters. However, §61.13001, Fla. Stat., does not address the potential conflict between its terms with respect to temporary orders and §61.13, Fla. Stat. coupled with the doctrine of *res judicata*.

Sub-paragraph (6) of §61.13001, Fla. Stat., states, in pertinent part:

(a) The court may grant a temporary order restraining the relocation of a child, order the return of a child, if a relocation has previously taken place, or order other appropriate remedial relief, if the court finds...3) from an examination of the evidence presented at the preliminary hearing that there is a likelihood that upon final hearing the court will not approve the relocation of the child.

Further, sub-paragraph (10) requires a court give priority hearing to a temporary relocation motion, holding the preliminary hearing referenced in sub-paragraph (6)(a) within thirty (30) days. See §61.13001(10), Fla. Stat. In determining whether to approve or disapprove the temporary relocation, the

court must consider the several factors set forth in sub-paragraph (3)(e), the same factors considered for a permanent relocation.

A conflict arises when a parent seeks a temporary relocation in a post-judgment modification action for permanent relocation. Section 61.13, Fla. Stat. provides that a party may modify a parenting plan or timesharing arrangement by proving a substantial change in circumstances and that the modification is in the child(ren)'s best interest. See §61.13, Fla. Stat. Neither §61.13, Fla. Stat., §61.13001, Fla. Stat., nor any other statute states how these two statutes should be construed in light of one another, with respect to a temporary modification seeking relocation. Accordingly, courts should apply relevant case law.

There is little case law specifically addressing temporary relocation issues, which is not surprising given the timing set forth in the statute. Hearings on temporary relocation motions must occur within thirty (30) days and final hearings on relocation matters must occur within ninety (90) days. This, coupled with a higher burden of proof

in relocation matters, limits the number of cases that may be ripe for an appeal dealing with the issue. Thus, courts must look to other relevant and persuasive case law to determine the appropriate course of action.

In this regard, applicable case law tracks the statutory requirement that a modification of parental responsibility and time sharing requires an adjudication of legal issues following a substantial change in circumstances since entry of the prior final judgment. *See Wade v. Hirschman*, 903 So. 2d 928, 934 (Fla. 2005); *see Blosser v. Blosser*, 707 So. 2d 778, 780-81 (Fla. 2d DCA 1998). This imposes a higher burden of proof than that required for an initial final judgment based on the policy to promote the stability of the original judgment. *Gaston v. Kanter*, 982 So. 2d 34, 34 (Fla. 1st DCA 2008).

Thus, courts must decline to modify parenting plans and provide parties a full and complete opportunity to be heard on the merits of the modification claim, except in emergency cases. *See Gielchinsky v. Gielchinsky*, 662 So. 2d 732, 733 (Fla. 4th DCA 1995). An exception applies to emergencies. *See id.* Emergency situations include the threat of physical harm to a child or where the child may be improperly removed from the state. *See Smith v. Crider*, 932 So. 2d 393, 398 (Fla. 2d DCA 2006). The Seventeenth Judicial Circuit has defined a child emergency and set forth procedures for handling emergency matters, as follows:

(1) CHILD EMERGENCIES. A child emergency is a matter of imminent or impending abuse, neglect or abandonment affecting the health, safety or welfare of a child...

(5) CERTIFICATE AND SANCTIONS. All emergency motions shall be verified and shall include a certificate by the lawyer or pro se litigant that the motion is an emergency....



*See* Seventeenth Judicial Circuit Administrative Order Number 2008-60-UFC.

In *Gielchinsky*, the Fourth District Court of Appeals overturned a trial court's temporary modification of child custody because the trial court improperly held a hearing after the father's counsel admitted that they only alleged an emergency in order to obtain an expedited hearing and the motion was not an actual emergency. *See Gielchinsky*, 662 So. 2d at 733. In its opinion, the Fourth District stated:

There was no evidence of an actual emergency, and once the court became apprised of that fact, it should not have proceeded... When the court here took such action in the absence of an emergency, however, it essentially determined the case without giving the parties the opportunity to have a full and complete hearing on the issues. *Id.*

The Fourth District issued its *Gielchinsky* opinion nearly a decade before the legislature enacted §61.13001, Fla. Stat., but the ruling remains binding precedent.

Based on the foregoing, courts are left to apply the doctrine of *in pari materia* to determine the applicability of §61.13001(6), Fla. Stat. and §61.13, Fla. Stat. To determine whether a statute is clear and unambiguous, courts must first

read a statute's plain language or look to rules of statutory construction. *See Fla. Dep't of Highway Safety and Motor Vehicles v. Hernandez*, 74 So. 3d 1070, 1074 (Fla. 2011) (quoting *Koll v. State*, 934 So. 2d 1226, 1230-31 (Fla. 2006) and *Daniels v. Fla. Dep't of Health*, 898 So. 2d 61, 64 (Fla. 2005)). When interpreting two statutes relating to the same subject matter, courts must adhere to the basic principle of *in pari materia*. *See, e.g., Hernandez*, 74 So. 3d at 1074. *In pari materia* states that "statutes relating to the same subject matter must be read together to harmonize the statutes and to give effect to the Legislature's intent." *See id.* (quoting *Fla. Dep't of State, Div. of Elections v. Martin*, 916 So. 2d 763, 768 (Fla. 2005)). Since §61.13, Fla. Stat., particularly in light of the doctrine of *res judicata*, precludes a temporary modification of a parenting plan or timesharing arrangement, and the fact §61.13001(6), Fla. Stat., does not create a statutory exemption to §61.13, Fla. Stat., or *res judicata*, the doctrine of *in pari materia* requires the statutes be read together. Thus, temporary relocation in a post-judgment action for modification and relocation must be prohibited.

This analysis and application of these statutes does not nullify the ability of a court to issue a temporary relocation order under §61.13001(6), Fla. Stat., altogether, as they may be issued in original dissolution proceedings. However, unless or until the legislature creates a specific exception permitting a temporary modification of a parenting plan or timesharing arrangement in temporary relocation matters, courts remain precluded from issuing such orders by §61.13, Fla. Stat., and *res judicata*. **B**



Jason H. Haber, Esq. is co-founder of the firm of Haber & Stief, P.A., which is expanding and will soon be Haber, Stief & Blank, LLP. Jason focuses his practice in the areas of family law, real estate law, business law and appellate practice.

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# Save The Date

**April 26th ~ 9:00 am - 6:00 pm**

***Annual Raising the Bar Family Law Seminar***

Renaissance Hotel

1617 SE 17th Street Causeway, Fort Lauderdale

**May 4th ~ 8:00 am - 2:00 pm**

***The West Section of the Broward County Bar***

***Association and The South Broward Bar***

***Association Joint Golf Tournament***

***Benefiting Legal Aid***

Jacaranda Golf Club

9200 W. Broward Blvd., Plantation

**June 20th ~ 5:30 - 8:00 pm**

***BCBA Annual Installation Dinner***

Pier 66

2301 SE 17th Street Causeway, Fort Lauderdale

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# BANKRUPTCY AND THE RIGHT TO CONTRACT FOR STAY RELIEF

Arthur H. Rice, Esq. and Christian Savio, Esq.

Your landlord and financial institution clients may have asked you recently if it is possible for a borrower to waive their right to the automatic stay protection prior to a borrower filing for bankruptcy. The automatic stay is one of the greatest protections provided by the bankruptcy code. It is also one of the most annoying to creditors. If that protection could be waived by a borrower prepetition, it would mean substantial savings in legal fees for your client.

Courts in the Eleventh Circuit have held that prepetition stay relief clauses are neither per se enforceable nor self-executing. In re Desai, 282 B.R. 527 (Bankr. M.D.Ga. 2002); In re Excelsior Henderson Motorcycle Manu. Co., Inc., 273 B.R. 920 (Bankr. S.D. Fla. 2002). It is a case-by-case analysis viewed by the totality of the circumstances. In re Bryan Road, LLC, 382 B.R. 844, 848 (Bankr. S.D.Fla. 2008). [By the same token they are not, per se, unenforceable like ipso facto provisions or contractual provisions prohibiting filing bankruptcy. See, 11 U.S.C. § 365(e)(1); In re Suncruz Casinos, LLC, 342 B.R. 370 (Bankr. S.D. Fla. 2006)

The Desai Court delineated four factors when deciding whether to uphold enforcement of such waivers: (1) The sophistication of the party waiving its rights; (2) the consideration for the waiver, including creditor's risk and length of waiver; (3) whether other creditors are affected; (4) the feasibility of the plan. Id. at 532.

Courts tend to uphold the enforceability of waiver provisions if they are found in forbearance agreements instead of the original loan documents. Judge Olson in the Bryan Road case agreed with the analysis in Desai that as a "general proposition, prepetition waivers of stay will be given no particular effect as part of initial loan documents." In re Bryan Road, LLC, 382 B.R. at 844.

Courts tend to enforce contractual stay waivers if the provision first presented in a forbearance agreement. See, e.g., Desai, 287 B.R. at 532.

The issue facing transactional lawyers is that the clause is not self-executing. The Debtor retains the right to a hearing regarding stay relief. A contractual waiver would constitute "for cause" as grounds for stay relief but still requires

a motion and hearing. Enforcement of the waiver is subject to a final review by the bankruptcy court. The Debtor is permitted to present evidence that the forbearance agreement should not be enforced or that the equities weigh in favor of not granting stay relief. In the Matter of Alexander SRP Apartments, LLC, 2012 Bankr. LEXIS 2466 (Bankr. S.D.Ga., Apr. 21, 2012).

This means that for transactional lawyers the stay relief waiver clauses should not be included in basic loan agreements. Rather, such clauses should be utilized in forbearance agreements or post default amendments.

Although relief will be granted and the enforceability of the waiver clause upheld, the legal fees and costs incurred seeking stay relief is still incurred by the creditor.

Transactional lawyers should be cognizant of their ability to procure their client stay relief under the appropriate circumstances or at least to make it easier...pre-bankruptcy. **B**



*Arthur Halsey Rice is a Commercial Litigator and Bankruptcy attorney in Ft. Lauderdale and South Florida since 1976. He may be reached at 954-462-8000 or by email at: [arice@rprslaw.com](mailto:arice@rprslaw.com)*



*Christian Savio is a Bankruptcy attorney in Ft. Lauderdale since 2010. He may be reached at 954-462-8000 or by email at: [csavio@rprslaw.com](mailto:csavio@rprslaw.com)*



Pictures 1-6 were taken at the Judicial Robing sponsored by BCBA. (1) Board Member Michael Leader and BCBA Trial Section Co-Chair Scott Knapp (2) Past President (07) Past President (2006-2007) Victor DeBianchi, Judge Patti Henning, and Past President Jordana Goldstein (3) Board Member Jeff Solomon and BCBA Secretary and Robin Moselle (4) Board Member Jeff Harris, Board Member Ken Hassett, and Sabadell Bank Vice President Frank Wagner (5) New judges being sworn in by Judge Sharon Zeller (center): (1 to r) Judge Laura Watson, Judge Olga Levine, Judge Ari Abraham Porth, Judge Tim Bailey, Judge Christopher Pole, and Judge Michael Rothschild. Not seen in the picture are Judges Kathleen McHugh, Lynn Rosenthal, and Elizabeth Scherer. (6) Judge Elijah Williams, BCBA Paralegal Chairperson Belinda Martinez and Maria Schneider, Assistant State Attorney in Charge, Juvenile Division, Broward County State Attorney, at the Paralegal Section's free CLE "Juvenile Court Update." (7) Carrie Barros, center, of Boss Certified Realtime Reporting, the BCBA's Exclusive Annual Sponsor for Court Reporting, presented President Deborah FitzGerald, left, and Treasurer John Jordan with an annual sponsor check.

# RECENT DEVELOPMENTS IN THE LAW



*Nancy Little Hoffmann*

## Arbitration of Fraud Claim

The owner of a parcel of land allegedly misrepresented in a published advertisement that it did not contain wetlands. After purchasing the land, the developer found that to be false and sued for misrepresentation. Because the purchase agreement contained a broad arbitration clause, the Court held that even though the action was based upon common law fraud and not breach of contract, it fell within the scope of the arbitration clause because it was “related to” the contract. **Jackson v. Shakespeare Foundation, Inc.**, 38 FLW S67 (Fla. January 31, 2013).

## Attorney’s Fees

Answering certified questions from the federal 11th Circuit in a FDUTPA case in which the defendant seller prevailed but was denied attorney’s fees, the Court held that the seller was entitled to fees under the statute, but only for the period of litigation until it was held that the statute did not apply. The Court further held that the offer of judgment statute (sec. 768.79) does not apply to

actions where a plaintiff seeks equitable relief and damages, and the defendant serves a general offer and demands a release of all claims. **Diamond Aircraft Industries v. Horowitch**, 38 FLW S17 (Fla. January 10, 2013).

## Rear-End Collisions

The Court resolved a conflict of decisions involving the interaction of comparative negligence and the presumption of the following driver’s negligence in rear-end collision cases. In two separate opinions, it held that the presumption that the rear driver’s negligence was the sole cause of the accident can be rebutted, and its legal effect dissipated, by evidence that the front driver was negligent. **Birge v. Charron**, 37 FLW S735 (Fla. November 21, 2012) [reversing summary judgment for forward driver who allegedly slammed on his brakes for no reason] and **Cevallos v. Rideout**, 37 FLW S739 (Fla. November 21, 2012) [reversing DCA opinion which had held that rear driver could not recover damages unless there was a complete absence of negligence on his or her part].

## Vacating Voluntary Dismissals

Where a defendant alleged fraud on the court as a basis for setting aside a voluntary dismissal, so that the action could be reinstated and dismissed with prejudice as a sanction, the Court held that the trial court lacked jurisdiction to do so unless the fraud would, if proven, have resulted in the plaintiff securing affirmative relief to the defendant’s detriment. In a 43-page opinion, the Court affirmed the Fourth District on that issue but also recognized the “multiple abuses that can occur from fraudulent pleadings” and asked the Rules Committee to suggest possible amendments to allow trial courts sanction authority in such cases. **Pino v. Bank of New York**, 38 FLW S\_\_ (Fla. February 7, 2013). **B**



*Nancy Little Hoffmann is a Board-Certified Appellate Lawyer practicing in the Fort Lauderdale area since 1974. She may be contacted at 954-771-0606 or by e-mail at NLHappeals@aol.com. For more information, see NancyLittleHoffmann.com.*

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## March

## calendar of events

- 
- 1 Mentor/Mentee Lunch**  
**12:00 pm - 1:00 pm**  
**Venue:** BCBA Offices  
**Contact:** Braulio Rosa  
braulio@browardbar.org
- 2 8-Hour Adult Guardianship Class**  
**9:00 am - 5:00 pm**  
Approved by Florida Bar for CLE credits  
**Contact:** Tish at 954.832.3617  
\$180  
Attorneys welcome
- 5 4<sup>th</sup> DCA Oral Arguments**  
**10:00 am - 6:30 pm**  
**Reception following Honoring Retiring Judge Mark E. Polen**  
**Contact:** Traci at 954.832.3618 or  
traci@browardbar.org  
Oral arguments begin at 10:00 am in the Broward County Court-house. Reception is to follow at approx. 4:30 pm  
\$25 BCBA Members  
\$35 Non-Memers  
Judiciary: Complimentary to those that are BCBA Members
- 9 4-Hour Minor Guardianship Class**  
**9:00 am - 1:00 pm**  
Approved by Florida Bar for CLE credits  
**Contact:** Tish at 954.832.3617  
\$100  
Attorneys welcome
- 15 Northwest Area Section Luncheon**  
**12:00 pm - 1:30 pm**  
**Venue:** Mythos Greek Taverna, 2864 N. University Drive, Coral Springs  
**Contact:** Traci at 954.832.3618 or  
traci@browardbar.org  
\$25 BCBA Members  
\$30 Non-Members  
\$5 Additional for Walk-ins
- 20 Solo/Small Networking Dinner**  
**6:00 - 8:00 pm**  
**Venue:** Dave & Buster's, 3000 Oakwood Blvd., Hollywood  
**Contact:** Traci Lewis at 954.832.3618 or  
traci@browardbar.org  
\$35 BCBA Members  
\$50 Non-Members  
\$5 Additional for walk-ins
- 28 West Broward Section CLE Luncheon with Judge John Bowman**  
**12:00 - 1:30 pm**  
**Venue:** Plantation Preserve Golf Course, 7050 W. Broward Blvd., Plantation  
**Contact:** Traci Lewis at 954.832.3618 or  
traci@browardbar.org  
\$25 in advance  
\$30 at door

Unless otherwise noted,  
meetings are held at BCBA offices.

To register for all BCBA events, go  
to: [www.browardbar.org/calendar](http://www.browardbar.org/calendar)