



BUSINESS LAW SECTION
OF THE FLORIDA BAR

EXECUTIVE COUNCIL 2021 WINTER MEETING AGENDA

Friday, June 11, 2021 from 9 a.m. to 12 p.m.

VIA ZOOM PLATFORM

<https://us02web.zoom.us/join/joinMeeting/tZAsceisrjooG9Y8TZ6y8DFbv9Pw2a7iFhCJ>

Meeting ID:	841 6140 1212	Password:	280397
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I. Call to Order – Leyza Blanco, Chair (Exhibit A – Executive Council Members)

II. Commitment to Pro Bono Service

The Section reaffirms its goal to achieve 100% participation in pro bono service by Business Law Section members and attorneys in their firms.

The Section proudly acknowledges the following Executive Council members who have pledged at least \$1000 to The Florida Bar Foundation Endowment Trust to become Fellows of The Florida Bar Foundation:

Douglas Bates
Leyza Blanco
Giacomo Bossa
Jay Brown
Michael Chesal
Robert Charbonneau
Hon. Caryl Delano
Kacy Donlon
Jodi Dubose
Manuel Farach
Hon. Gill Freeman (Ret.)
Irwin Gilbert
Paige Greenlee
Hon. Paul Hyman
Hon. Laurel Isicoff
Stephanie Lieb
Allison Leonard
John Macdonald

Kimra Major-Morris
James Matulis
Kathleen McLeroy
Hon. Catherine McEwen
Hon. Mindy A. Mora
Jennifer Morando
Woodrow “Woody” Pollack
Adina Pollan
Carlos Sardi
Philip Schwartz
Detra Shaw-Wilder
Lynn Walter Sherman
Mark Stein
Michelle Suarez
Gary Teblum
Dineen Wasylik
Donald Workman

Recognition of Sponsors

The Section acknowledges the generous contribution of all its sponsors, including the following Diamond (\$10,000), Sapphire (\$7,500) and Emerald (\$5,000):

DIAMOND SPONSOR	SAPPHIRE SPONSORS	EMERALD SPONSORS
<i>Michael Moecker & Associates</i>	<i>Berger Singerman Buchanan Ingersoll & Rooney PC Morgan & Morgan</i>	<i>Ankura Akerman Eisner Amper Thomson Reuters Damian & Valori Sequor Law Barakat & Bossa</i>

III. Approval of Minutes of April 8, 2021 Spring EC Retreat Meeting (Exhibit B) – Mark Stein, Secretary

IV. Treasurer’s Report (Exhibit C) – Doug Bates –Treasurer

V. Recognition of Section Fellows – Michelle Suarez

VI. Items to be Voted on

A. Bankruptcy/UCC – Jennifer Morando, Chair; James Moon, Vice Chair; Marianne Doris, Second Vice Chair; Honorable Catherine McEwen, Judicial Chair; Professor Jeffrey Davis, Academic Chair

VII. Exhibit D: Judgment Lien Amendments

The Bankruptcy/UCC Committee moves as follows:

- *To approve amendments to Chapters 55, 56, and 319, to (i) clarify the effect of a certificate of title on a judgment lien, and (ii) establish procedures for enforcement of a judgment lien against a motor vehicle, mobile home, or vessel; and*
- *Authorize the BLS legislative team to advance the proposed legislation in the 2022 legislative session.*

II. Exhibit E: UCC “Pick Your Partner” Amendments

The Bankruptcy/UCC Committee moves to:

- *Support legislation to amend Fla. Stat. §§ [679.4061](#) & [679.4081](#) to clarify that certain “overrides” of restrictions on transferability do not apply to an ownership interest in a general partnership, limited partnership, or limited liability company; and*

- *Authorize the BLS legislative team to advance the proposed legislation in the 2022 legislative session.*

- B. Business Litigation – Giacomo Bossa, Chair; Allison Leonard, Vice Chair; Page Greenlee, Second Vice Chair; Honorable Edward LaRose, Judicial Chair (State); Honorable Darrin Gayles, Judicial Chair (Federal)

The Business Litigation Committee moves to:
reconstitute the UCRERA Task Force.

- C. Chapter 48 (Services of Process) Task Force – Giacomo Bossa and James Murphy, Co-Chairs

The Chapter 48 Task Force moves to (Exhibit F):

port changes to Chapter 48, F.S. and Chapter 15, F.S. to: (1) simplify the methods of service of process on business entities to eliminate redundancies and inconsistencies, (2) clarify the statutory scheme to avoid confusion, (3) better elucidate the methods for effectuating service of process in foreign countries, and (4) modernize the methods and procedures for service of process on business entities, while ensuring compliance with fundamental notions of due process.

- D. Corporations, Securities & Financial Services – Willard Blair, Chair; Stephen Sandiford, Vice Chair; Professor Stuart Cohn, Academic Chair

The Corporations, Securities & Financial Services Committee moves: *to approve creation of Section 517 Task Force*

- E. Inclusion/Mentoring/Fellowship Committee- Michelle Suarez, Chair; Hon. Lori Vaughn, Judicial Chair (Federal); Hon. Virginia Norton, Judicial Chair (State)

The Inclusion/Mentoring/Fellowship Committee moves to:

- a. approve **Revised** Diversity and Inclusion Policy (Exhibit G)*

- F. Legislation – Manuel Farach, Chair; Stephanie Lieb, Vice Chair; Professor Jeffrey Davis, Academic Chair; Professor Stuart Cohn, Academic Chair

The Legislation Committee moves to: (Exhibit H)

- a. approve the Metz, Husband & Daughton, P.A. 2021-2022 Legislative Consulting Contract.*

VII. Reports of Remaining Substantive Law Committees and Legislation Committee

- A. Computer Law & Technology – Peter James Maskow, Chair; Joshua Marks, Vice Chair; Professor Vincenc Feliu, Academic Chair
- B. Intellectual Property Law – James Matulis, Chair; Michele Moss, Vice Chair; Honorable Mary Scriven, Judicial Chair; Professor Jake Linford, Academic Chair

G. Reports of Remaining Permanent and Other Committees

- A. Amicus Brief Guideline Subcommittee – Dineen Wasylik, Chair; Honorable Edward LaRose, Judicial Chair
- B. Antitrust and Trade Regulation Subcommittee – Dee Dee Fischer, Chair; Honorable Edward LaRose, Judicial Chair
- C. Bankruptcy Judicial Liaison Committee- John Hutton, Chair; Hon. Roberta Colton, Judicial Chair
- D. Blockchain and Cryptocurrency Task Force – Woody Pollack, Chair; Jude Cooper, Vice Chair
- E. Business Courts Task Force – Jon Polenberg and Hon. Gill Freeman, Co-Chairs
- F. Chapter 607 Sub-Committee – Philip Schwartz and Gary Teblum, Co-Chairs, Andrew Schwartz, Vice Chair
- G. CLE Committee- Robert Charbonneau, Chair; Hon. Caryl Delano, Judicial Chair
- H. Communications Committee- Adina Pollan, Chair; Hon. Paul Hyman, Judicial Chair
- I. Covid-19 Pandemic Recovery Task Force – Detra Shaw-Wilder and Bart Valdes, Co-Chairs
- J. E-Discovery Committee- Zachary Catanzaro, Chair; Hon. William Matthewman, Judicial Chair
- K. Financial Literacy Task Force – Amanda Finley, Chair; James Murphy, Vice Chair; Honorable Laurel Isicoff and Honorable Karen Specie, Judicial Co-Chairs
 - a. Veteran’s Pro Bono Financial Literacy Event, Saturday-October 30, 2021 (L. Isicoff)

- L. Health & Wellness Task Force – Dineen Wasylik and Irwin Gilbert, Co-Chairs; Honorable Jerry A. Funk, Judicial Chair
- M. IOTA Task Force – John Macdonald, Chair
- N. Labor Day Retreat Committee- Amanda Fernandez, Chair
- O. Marketing, Promotions & Sponsorship Committee- Brett Lieberman, Chair
- P. Membership Committee- Dyanne Feinberg, Chair; Hon. Karen Specie, Judicial Chair
- Q. Opinion Standards Committee- Robert Barron and Gary Teblum, Co-Chairs
- R. Pro Bono Task Force & Pro Bono Committee- Carlos Sardi, Chair; Hon. Laurel Isicoff, Judicial Chair
- S. Proposed Amendments to the Fla. R. Civ. P. Task Force – Bart Valdez, Chair; Hon. Ralph Artigliere, Judicial Chair
- T. Scholar and Fellows Retention Task Force – Kimra Major-Morris, Chair; Amir Isaiah, Vice Chair; Honorable Mindy Mora, Judicial Chair
- U. Task Force 542.335- Brian Barakat, Chair
- V. Uniform Commercial Real Estate Receivership Act (UCRERA) Task Force – Amanda Fernandez and Kenneth Murena, Co-Chairs
- W. Uniform Voidable Transfers Act (UVTA) Task Force – John Hutton, Chair; David Slenn, Vice Chair

H. Reports of Section Liaisons

- A. The Florida Bar Board of Governors – Greg Weiss
- B. The Florida Bar Continuing Legal Education – Robert Charbonneau
- C. The Florida Bar Council of Sections – Kacy Donlon
- D. The Florida Bar Diversity & Inclusion Committee – Marianne Dorris
- E. The Florida Bar Real Property, Probate & Trust Law (RPPTL) Section – James Marx
- F. The Florida Bar Young Lawyers (YLD) Division – Cherine Valbrun
- G. The Florida Institute of CPAs (FICPA) – Donald Workman
- H. The Out-of-State Division of The Florida Bar – Lawrence Kunin
- I. The Working Group on Legal Opinions (WGLO) – Philip Schwartz

I. Other Reports

- A. Chair's Report – Leyza Blanco
- B. Chair-Elect's Report – Kacy Donlon

J. New Business

K. Good and Welfare

L. Future Full Section Meetings

- A. Annual Labor Day Retreat: September 2-6, 2021- Ritz Carlton, Naples

M. Future Section Events

- a. June 11th-12:30pm-3:30pm--Course 4385- Searching for Truth: The Use (and Abuse) of AI Search Term Managed eDiscovery
- b. June 24th-12:00pm-1:00pm—Course 5097-Machine Learning & Your Legal Practice
- c. June 30th- 12:00pm-1:00pm—Course 5028- Nuts and Bolts of the Legislative Process
- d. TBD- Course 5224—Mediation Perspectives-From Business Litigation to Bankruptcy---Joint program with ADR
- e. September 3rd-6th—Labor Day Retreat- Ritz Carlton, Naples
- f. October 28th- View from the Bench- Tampa-CAMLS
- g. October 29th- View from the Bench-Miami- Jungle Island
- h. January 26th-29th- Winter Meeting- Orlando- Rosen Shingle Creek

N. Adjournment

EXHIBIT A

THE FLORIDA BAR BUSINESS LAW SECTION EXECUTIVE COUNCIL 2020-2021

BLS OFFICERS/EXECUTIVE COMMITTEE			
Position	Name	Email	Phone
*Chair	Leyza Blanco	lblanco@sequorlaw.com	(305) 372-8282
*Chair-Elect	Kacy Donlon	kdonlon@wiandlaw.com	(813) 347-5104
*Treasurer	Doug Bates	dbates@clarkpartington.com	(850) 434-9200 x117
*Secretary	Mark Stein	mark@marksteinlaw.com	(305)356-7550
*Immediate Past Chair	Jay Brown	Jacob.brown@akerman.com	(904) 798-3700
*Chair, Long Range Planning	Gregory Yadley	gyadley@shumaker.com	(813) 227-2238

SUBSTANTIVE LAW COMMITTEES

BANKRUPTCY/UCC			
Position	Name	Email	Phone
*Chair	Jennifer Morando	jennifer@morandolegal.com	(407) 720-6200 C - (239) 340-6929
*Vice Chair	James Moon	jmoon@melandrussin.com	(305) 358-6363
Second Vice Chair	Marianne Doris	mdorris@shukerdorris.com	(407) 337-2052
*Judicial Chair	Hon. Catherine McEwen	cmcewen@flmb.uscourts.gov	(813) 301-5082
Academic Chair	Prof. Jeffrey Davis	davis@law.ufl.edu	(352) 273-0956

BUSINESS LITIGATION			
Position	Name	Email	Phone
*Chair	Giacomo Bossa	gbossa@B2B.legal	(305) 444-3114
*Vice Chair	Allison Leonard	aleonard@dvllp.com	(305) 371-3960
Second Vice Chair	Page Greenlee	paige@greenleelawtampa.com	(813) 802-8215
*Judicial Chair (State)	Hon. Edward LaRose	larosee@flcourts.org	(813) 272-3430
*Judicial Chair (Federal)	Hon. Darrin Gayles	Darrin_Gayles@flsd.uscourts.gov	(305) 523-5170
Academic Chair			

COMPUTER LAW AND TECHNOLOGY			
Position	Name	Email	Phone
*Chair	Peter James Maskow	pmaskow@mcglinchey.com	(954) 356-2509
*Vice Chair	Eli Mattern	eli@savvysuit.com	(407) 506-5941
Second Vice Chair	Daniel Davis	ddavis@lslawpl.com	(305) 999-5291
Judicial Chair			
Academic Chair	Prof. Vincenc Felu	yfelu@nova.edu	(954) 262-6210

CORPORATIONS, SECURITIES & FINANCIAL SERVICES

Position	Name	Email	Phone
*Chair	Willard Blair	wblair@shumaker.com	(813) 227-2356
*Vice Chair	Stephen Sandiford	Stephen.sandiford@hklaw.com	(305) 789-7472
Second Vice Chair	Michelle Suarez	msuarez@floridaentrepreneurlaw.com	(954) 882-4119
Academic Chair	Prof. Stuart Cohn	cohn@law.ufl.edu	(352) 273-0925

INTELLECTUAL PROPERTY

Position	Name	Email	Phone
*Chair	James Matulis	Jim@MatulisLaw.com	(813) 451-7347
*Vice Chair	Michele Moss	mgmoss@johnsonmosslaw.com	(407) 273-7027 C – (407) 476-1971
Second Vice Chair	Samuel Lewis	slewis@cozen.com	(305) 397-0799
Chair of IP Symposium	Darren Spielman	dspielman@complexip.com	(954) 768-9002
*Judicial Chair	Hon. Mary Scriven	chambers_flmd_scriven@flmd.uscourts.gov	(813) 301-5710
Academic Chair	Prof. Jake Linford	jlinford@law.fsu.edu	(850) 644-3449

PERMANENT AND OTHER COMMITTEES

BANKRUPTCY JUDICIAL LIAISON

Position	Name	Email	Phone
*Chair	John Hutton	huttonj@gtlaw.com	(305) 579-0788
*Judicial Chair	Hon. Roberta Colton	Roberta_colton@flmb.uscourts.gov	(813) 301-5118

BUDGET COMMITTEE

Position	Name	Email	Phone
Chair (Treasurer)	Doug Bates	dbates@clarkpartington.com	(850) 434-9200 x117
Immediate Past Chair	Jay Brown	Jacob.brown@akerman.com	(904) 798-3700
Long Range Planning	Hon. Michael Williamson	mwilliamson@flmb.uscourts.gov	(813) 301-5520
At-large Member (Retreat)	Amanda Fernandez	afernandez@dvllp.com	(305) 371-3960
At-large Member (Sponsorship)	Brett Lieberman	brett@elrolaw.com	(954) 400-1499 C – (305) 710-9483
Secretary (<i>ex officio</i>)	Mark Stein	mark@marksteinlaw.com	(305) 356-7550

COMMUNICATIONS

Position	Name	Email	Phone
*Chair	Adina Pollan	apollan@pollanlegal.com	(904) 475-2187
*Vice Chair	Chris Thompson	crthompson@burr.com	(407) 540-6652
Second Vice Chair	Matthew Horowitz	mhorowitz@cozen.com	(305) 397-0813
*Judicial Chair	Hon. Paul Hyman	Paul_hyman@flsb.uscourts.gov	(561) 514-4125

CONTINUING LEGAL EDUCATION (CLE)			
Position	Name	Email	Phone
*Chair	Robert Charbonneau	rpc@agentislaw.com	(305) 722-2002
*Vice Chair	Andrew Layden	alayden@bakerlaw.com	(407) 649-4000
Second Vice Chair	Utibe I. Ikpe	uikpe@melandrussin.com	(305) 358-6363
*Judicial Chair	Hon. Caryl Delano	cdelano@flmb.uscourts.gov	(813) 301-5190

ELECTRONIC DISCOVERY & DIGITAL EVIDENCE			
Position	Name	Email	Phone
*Chair	Zachary Catanzaro	zachary@zlclaw.com	(561) 807-1830
*Vice Chair	Chioma Rucshana Deere	cdeere@wlclaw.com	(561) 615-5666
Second Vice Chair	Sara Paris	sara.paris@thomsonreuters.com	(305) 606-6846
*Judicial Chair	Hon. William Matthewman	matthewman@flsd.uscourts.gov	(561) 803-3440

INCLUSION/MENTORING/FELLOWSHIPS			
Position	Name	Email	Phone
*Chair	Michelle Suarez	msuarez@floridaentrepreneurlaw.com	(954) 882-4119
*Vice Chair	Christina Taylor	ctaylor@lseblaw.com	(407) 481-5800
Second Vice Chair	Valeria Angelucci	vangelucci@anmpa.com	(305) 874-7195
*Judicial Chair (Federal)	Hon. Lori Vaughan	Lori_vaughan@flmb.uscourts.gov	(407) 237-8132
*Judicial Chair (State)	Hon. Virginia Norton	nortonvb@coj.net	(904) 255-1300

LABOR DAY RETREAT			
Position	Name	Email	Phone
*Chair	Amanda Fernandez	afernandez@dvllp.com	(305) 371-3960
*Vice Chair	April Hosford	astone@tromberglawgroup.com	(561) 338-4101
Immediate Past Chair	Paige Greenlee	paige@greenleelawtampa.com	(813) 802-8215

LEGISLATION			
Position	Name	Email	Phone
*Chair	Manuel Farach	mfarach@mcglinchey.com	(954) 356-2501
*Vice Chair	Stephanie Lieb	slieb@trenam.com	(813) 227-7469
At-large (Bankr/UCC)	James Moon	jmoon@melandrussin.com	(305) 358-6363
At-large (Business Litigation)	Allison Leonard	aleonard@dvllp.com	(305) 371-3960
At-large (Computer Law)	Joshua Marks	jmarks@focal-point.com	(561) 319-8070
At-large (Corporations)	Stephen Sandiford	Stephen.sandiford@hklaw.com	(305) 789-7472

At-large (I.P.)	Michele Moss	mgmoss@johnsonmosslaw.com	(407) 273-7027 C – (407) 476-1971
At-large	Jodi Dubose	jdubose@srbp.com	(850) 637-1836
At-large	Detra Shaw-Wilder	dps@kttl原因.com	(305) 372-1800
At-large	Woodrow “Woody” Pollack	wpollack@shutts.com	(813) 463-4894
At-large	Bart Valdes	bvaldes@dsklawgroup.com	(813) 251-5825
At-large	Peter Valori	pvalori@dvllp.com	(305) 371-3960
At-large	Robert Barron	rbarron@bergersingerman.com	(954) 712-5145
At-large	Robert Kain	rkain@complexip.com	(954) 768-9002
Academic Chair	Prof. Jeffrey Davis	davis@law.ufl.edu	(352) 273-0956
Academic Chair	Prof. Stuart Cohn	cohn@law.ufl.edu	(352) 273-0925

LONG RANGE PLANNING

Position	Name	Email	Phone
*Chair	Gregory Yadley	gyadley@shumaker.com	(813) 227-2238
*Judicial Chair	Hon. Michael Williamson	mwilliamson@flmb.uscourts.gov	(813) 301-5520
*Parliamentarian	Philip Schwartz	Philip.schwartz@akerman.com	(954) 468-2455 C – (305) 790-3536

MARKETING, PROMOTIONS & SPONSORSHIPS

Position	Name	Email	Phone
*Chair	Brett Lieberman	brett@elrolaw.com	(954) 400-1499 C – (305) 710-9483
*Vice Chair	Jacqui Calderin	jc@agentislaw.com	(305) 722-2002
Second Vice Chair	Matt Hale	mhale@srbp.com	(813) 229-0144

MEMBERSHIP

Position	Name	Email	Phone
*Chair	Dyanne Feinberg	def@kttl原因.com	(305) 372-1800
*Vice Chair	Terry Sanks	tsanks@bwsmiplaw.com	(407) 926-7707
Second Vice Chair	Dana Robbins	drobbins@burr.com	(813) 367-5760
FIU Liaison	Scott Norberg	norberg@fiu.edu	(305) 348-8348
FSU Liaison	Prof. Manuel Utset, Jr.	mutset@law.fsu.edu	(850) 644-4759
NSU Liaison	Prof. Marilyn Cane	canem@nova.edu	(954) 336-7179
UF Liaison	Prof. Jeffrey Davis	davis@law.uf.edu	(352) 273-0956
UM Liaison	Prof. Andrew Dawson	adawson@law.miami.edu	(305) 284-8446
*Judicial Chair	Hon. Karen Specie	Karen_specie@flnb.uscourts.gov	(850) 521-5030

OPINION STANDARDS

Position	Name	Email	Phone
*Co-Chair	Robert Barron	rbarron@bergersingerman.com	(954) 712-5145
*Co-Chair	Gary Teblum	gteblum@trenam.com	(813) 223-7474 C – (813) 227-7457

PRO BONO			
Position	Name	Email	Phone
*Chair	Carlos Sardi	carlos@sardilaw.com	(305) 697-8690
*Vice Chair	Amanda Finley	afinley@sequorlaw.com	(305) 372-8282 C – (239) 699-4186
Second Vice Chair	Kathleen McLeroy	kmcleroy@carltonfields.com	(813) 229-4228
*Judicial Chair	Judge Laurel Isicoff	Laurel_m_isicoff@flsb.uscourts.gov	(305) 714-1750

STATE & FEDERAL COURTS JUDICIAL LIAISON			
Position	Name	Email	Phone
*Chair	Zach Hyman	zach@millenniallaw.com	(954)271-2719 (561)315-8910
Vice-Chair	Keith Bell	kbell@clarkpartington.com	(850) 320-6838 C - (850) 261-0932
*Judicial Chair (State)	Hon. Lisa Walsh	lwalsh@jud11.flcourts.org	(305) 349-7280
*Judicial Chair (Federal)	Hon. Thomas Smith	Thomas_smith@flmd.uscourts.gov	(407) 835-4305

TASK FORCES AND SUBCOMMITTEES

AMICUS BRIEF GUIDELINE SUBCOMMITTEE			
Position	Name	Email	Phone
*Chair	Dineen Wasylik	dineen@ip-appeals.com	(813) 778-5161
*Judicial Chair	Hon. Edward LaRose	larosee@flcourts.org	(813) 272-3430

ANTITRUST & TRADE REGULATION SUBCOMMITTEE			
Position	Name	Email	Phone
*Chair	Dee Dee Fischer	Deedee.fischer@akerman.com	(305) 982-5570
*Judicial Chair	Hon. Edward LaRose	larosee@flcourts.org	(813) 272-3430

BLOCKCHAIN & CRYPTOCURRENCY TASK FORCE			
Position	Name	Email	Phone
*Chair	Woodrow “Woody” Pollack	wpollack@shutts.com	(813) 463-4894
*Vice Chair	Jude Cooper	jcooper@beckerlawyers.com	(954) 985-4160
Second Vice Chair	Robert Kain	rkain@complexip.com	(954) 768-9002

BUSINESS COURTS TASK FORCE			
Position	Name	Email	Phone
*Co-Chair	Hon. Gill Freeman (retired)	gfreeman@jamsadr.com	(305) 371-5267
*Co-Chair	Jon Polenberg	jpolenberg@beckerlawyers.com	(954) 987-7550

CHAPTER 48 TASK FORCE			
Position	Name	Email	Phone
*Co-Chair	Giacomo Bossa	gbossa@B2B.legal	(305) 444-3114
*Co-Chair	James Murphy	jbmurphyjr@gmail.com	(813) 416-3706

CHAPTER 607 SUBCOMMITTEE			
Position	Name	Email	Phone
*Co-Chair	Philip Schwartz	Philip.schwartz@akerman.com	(954) 468-2455 C – (305) 790-3536
*Co-Chair	Gary Teblum	gteblum@trenam.com	(813) 223-7474 C – (813) 227-7457
Vice Chair	Andrew Schwartz	Andrew.schwartz@akerman.com	(954) 468-2452

COVID-19 PANDEMIC RECOVERY TASK FORCE			
Position	Name	Email	Phone
*Co-Chair	Detra Shaw-Wilder	dps@kttlaw.com	(305) 372-1800
*Co-Chair	Bart Valdes	bvaldes@dsklawgroup.com	(813) 251-5825

FINANCIAL LITERACY TASK FORCE			
Position	Name	Email	Phone
*Chair	Amanda Finley	afinley@sequorlaw.com	(305) 372-8282 C – (239) 699-4186
*Vice Chair	James Murphy	jbmurphyjr@gmail.com	(813) 416-3706
*Judicial CO-Chair	Hon. Laurel Isicoff	Laurel_m_isicoff@flsb.uscourts.gov	(305) 714-1750
*Judicial CO-Chair	Hon. Karen Specie	Karen_specie@flnb.uscourts.gov	(850) 521-5030

HEALTH & WELLNESS TASK FORCE			
Position	Name	Email	Phone
*Co-Chair	Dineen Wasylik	dineen@ip-appeals.com	(813) 778-5161
*Co-Chair	Irwin Gilbert	igilbert@conradscherer.com	(954) 462-5500 C – (561) 818-7201
*Judicial Chair	Hon. Jerry A. Funk	jerryala@comcast.net	(904) 301-6560

IOTA TASK FORCE			
Position	Name	Email	Phone
*Chair	John Macdonald	John.macdonald@akerman.com	(904) 798-3700

PROPOSED AMENDMENTS TO THE FLA.R.CIV.P. TASK FORCE			
Position	Name	Email	Phone
*Chair	Bart Valdes	bvaldes@dsklawgroup.com	(813) 251-5825
*Judicial Chair	Hon. Ralph Artigliere	artiglierer@gmail.com	(706) 851-4121

SCHOLAR & FELLOWS RETENTION TASK FORCE			
Position	Name	Email	Phone
*Chair	Kimra Major-Morris	kimra@majormorrislaw.com	(407) 230-0540
*Vice Chair	Amir Isaiah	aisaiah@gjb-law.com	(305) 913-6679

*Judicial Chair	Hon. Mindy A. Mora	mamora@flsb.uscourts.gov	(561) 514-4130
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UNIFORM COMMERCIAL REAL ESTATE RECEIVERSHIP ACT (UCRERA) TASK FORCE			
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Position	Name	Email	Phone
*Co-Chair	Kenneth Murena	kmurena@dvllp.com	(305) 371-3960
*Co-Chair	Amanda Fernandez	afernandez@dvllp.com	(305) 371-3960

UNIFORM VOIDABLE TRANSFERS ACT (UVTA) TASK FORCE			
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Position	Name	Email	Phone
*Chair	John Hutton	jhuttonj@gtlaw.com	(305) 579-0788
*Vice Chair	David Slenn	dslenn@slk-law.com	(813) 229-7600

LIAISONS			
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Position	Name	Email	Phone
*TFB BOG	Greg Weiss	gweiss@mrachek-law.com	(561) 655-2250
TFB CLE	Robert Charbonneau	rpc@agentislaw.com	(305) 722-2002
Council of Sections	Kacy Donlon	kdonlon@wiandlaw.com	(813) 347-5104
*RPPTL Section	James Marks	james@marxrosenthal.com	(305) 577-0276
*Out-of-State Division	Lawrence Kunin	lkunin@mmmlaw.com	(404) 233-7000
*YLD Section	Cherine Valbrun	cvalbrun@kvllaw.com	(954) 527-1115
*FICPA	Donald Workman	dworkman@bakerlaw.com	(202) 861-1602 C – (703) 400-3637
TFB Diversity & Inclusion	Mariane Dorris	mdorris@lseblaw.com	(407) 481-5800
Working Group on Legal Opinions	Philip Schwartz	Philip.schwartz@akerman.com	(954) 468-2455 C – (305) 790-3536

AT-LARGE MEMBERS OF EXECUTIVE COUNCIL			
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Position	Name	Email	Phone
*At-large Member	Paige Greenlee	paige@greenleelawtampa.com	(813) 802-8215
*At-large Member	Russell Landy	rlandy@dvllp.com	(305) 371-3960
*At-large Member	Lynn Sherman	lsherman@trenam.com	(727) 820-3980
*At-large Member	Stefan Rubin	srubin@shutts.com	(407) 835-6735
*At-large Member	Jason Burnett	Jason.burnett@gray-robinson.com	(904) 598-9929

*Member of Executive Council pursuant to Section 4.2 of Amended and Restated Bylaws of the Business Law Section

EXHIBIT B



BUSINESS LAW SECTION
OF THE FLORIDA BAR

**MINUTES OF THE FLORIDA BAR BUSINESS LAW
SECTION EXECUTIVE COUNCIL VIRTUAL MEETING**

Thursday, April 8, 2021, from 1:00 p.m. to 1:30 P.M.
Part In-Person and Part Virtual (via Zoom)

I. Call to Order – Ms. Leyza Blanco, Chair of the Section

Leyza Blanco, Chair of The Florida Bar Business Law Section, duly called the April 8, 2021, meeting of the Executive Council to order at approximately 1:04 p.m. Because the meeting occurred during the Business Law Section Executive Council Retreat and the circumstances associated with the COVID-19 pandemic, part of the meeting convened in-person and part was convened in a virtual format via Zoom.

Because the meeting format was mixed between in-person and virtual, such attendance was taken both based upon those in attendance in-person and those that participated online and is reflected in the spreadsheet attached hereto as **Exhibit “A”** to these minutes.

II. Commitment to Pro Bono Service

Chair Blanco began the meeting by reaffirming the Section’s commitment to Pro Bono activities on behalf of the Bar and referred to the meeting agenda and the Section’s goal to achieve 100% participation in pro bono service by Section members and attorneys in their firms.

Chair Blanco acknowledged the following Executive Council members who have pledged at least \$1000 to The Florida Bar Foundation Endowment Trust to become Fellows of The Florida Bar Foundation: Douglas Bates, Leyza Blanco, Giacomo Bossa, Jay Brown, Michael Chesal, Robert Charbonneau, Hon. Caryl Delano, Kacy Donlon, Jodi Dubose, Manuel Farach, Hon. Gill Freeman (Ret.), Irwin Gilbert, Paige Greenlee, Hon. Paul Hyman, Hon. Laurel Isicoff, Stephanie Lieb, Allison Leonard, John Macdonald, Kimra Major-Morris, James Matulis, Kathleen McLeroy, Hon. Catherine McEwen, Hon. Mindy Mora, Jennifer Morando, Woodrow “Woody” Pollack, Adina Pollan, Carlos Sardi, Philip Schwartz, Detra Shaw-Wilder, Lynn Walter Sherman, Mark Stein, Michelle Suarez, Gary Teblum, Dineen Wasylik and Donald Workman.

III. Recognition of Sponsors

As included in the meeting agenda, Chair Blanco acknowledged and recognized the generous contribution of all the Business Law Section sponsors, including the following Diamond (\$10,000), Sapphire (\$7,500) and Emerald (\$5,000) sponsors.

Diamond Sponsor:

Michael Moecker & Associates

Sapphire Sponsors:

Berger Singerman

Morgan & Morgan

Buchanan Ingersoll & Rooney PC

Emerald Sponsors:

Akerman

CompuMark

Eisner

Amper

Messana,

P.A.

Sequor Law

Shutts &

Bowen

SunTrust

IV. Approval of Minutes of January 15, 2021, Meeting

Secretary Stein presented the meeting minutes from the January 15, 2021, meeting of the Executive Council. Upon motion duly made by Mr. Greg Yadley, which motion was seconded by Mr. Jay Brown, the minutes were approved unanimously as presented.

V. Law Committees and Legislation Committee

A. Business Litigation

Chair Giacomo Bossa gave the report of the Business Litigation Committee. Chair Bossa made the following triple motion on behalf of the Business Litigation Committee regarding proposed amendments to Florida Statutes - Offers of Judgment (with reference to the attachments to the Executive Council meeting agenda Exhibits C-HB1533, D-SB606 and E-White Paper):

Resolved that the Business Law Section oppose any amendment to Florida Statutes section 768.79 concerning offers of judgment that: (1) would prolong litigation and increase costs; (2) would allow for the unilateral election of mandatory binding arbitration; (3) would shift the burden of compliance to the offeree resulting in the risk of waiver of rights; (4) is vague and ambiguous; and/or (5) is intended to apply to a narrow type of case within a specific industry unless explicitly so stated and set forth in a separate paragraph.

The Chair-Elect Kacy Donlon seconded the triple motion. Following a brief discussion, Chair Blanco called the question and the motion passed without opposition, except all of the judges in attendance abstained from the vote.

B. Corporations, Securities & Financial Services

Chair Willard Blair gave the report of the Corporations, Securities & Financial Services Committee. Chair Blair requested the Executive Council's authorization to form a Series LLC Task Force to look into the viability and advisability of adding Series LLC to the Florida LLC statute. Chair Blair explained that this concept does not currently exist in the Florida Statutes and noted that if the concept of Series LLC were to be added to the Florida LLC Statute, it would be expected that a Florida LLC would be permitted to create one or more series within an LLC, each of which would not be a separate legal entity but that would have protections similar to those afforded to separate legal entities if certain requirements are met. Following a brief discussion, Chair Blanco called the question and the motion passed without opposition.

C. Legislation

Chair Manuel Farach provided the report of the Legislation Committee. Chair Farach announced that the corporation's glitch bill passed the House and the Senate and was waiting to be signed into law by the Governor. He also announced that neither the covenants not to compete bill nor the Kearney fix legislation are moving forward in the House and that thus neither is expected to pass this year. Chair Farach reminded everyone that the Legislative Session ends on April 30, 2021 and that it is very important that committee chairs and sub chairs distribute any bills provided by the Legislative team to their entire committee quickly and advise the Legislative team very rapidly if the committee believes the BLS should take a position regarding the legislation.

VI. Reports of Permanent and Other Committees

A. IOTA Task Force

John Macdonald, the Chair of the IOTA Task Force reported that the report from the Florida Supreme Court IOTA Task Force has been opposed by many groups, including the Florida Bar Business Law Section. The issue is scheduled for oral argument on April 30, 2021, before the Florida Supreme Court, following the submission of reply memoranda.

B. Pro Bono Committee

Judge Mora provided a report on the Pro Bono Program for Veterans that is a joint project of the Pro Bono and Financial Literacy Committees. This program replicates a program from the National Council of Bankruptcy Judges and the plan is to make it a statewide program in Florida. The program will take place between October 3, 2021, and November 6, 2021, and additional information will be forthcoming.

VII. Other Reports

A. Chair's Report

Chair Blanco reported the Florida Bar announced that the 2021 annual meeting would be held virtually from June 9-11 and that the individual sections would not be permitted to meet in person.

B. Chair-Elect's Report

There was no Chair-Elect's Report.

XII. New Business

There was no new business.

XIII. Good and Welfare

There was no good and welfare.

XIII. Adjournment

There being no further business to come before the Executive Council, the meeting was adjourned by Chair Blanco at approximately 1:30 p.m.

Exhibit A

First Name	Last Name	Email	Registration Time	Approval S
Alexander	Bowen	Abowen@wrgn-law.com	8/31/2020 21:24	approved
Michele	Moss	mgmoss@johnsonmosslaw.com	9/3/2020 14:38	approved
Victoria N.	Clark	vclark@bhpallaw.com	8/11/2020 10:02	approved
Paul	Hyman	paul_hyman@flsb.uscourts.gov	9/1/2020 15:21	approved
Phil	von Kahle	philv@moecker.com	8/28/2020 9:20	approved
James	Marx	James@MarxRosenthal.com	9/4/2020 10:51	approved
Keith	Bell	kbell@clarkpartington.com	9/4/2020 8:05	approved
Glaucia	Jones	glaujones@gmail.com	9/4/2020 8:21	approved
Zachary	Hyman	Zach@millenniallaw.com	9/4/2020 8:38	approved
Lorna	Brown-Burton	lornab@lebburtonlaw.com	8/5/2020 15:04	approved
Carlos	Sardi	carlos@sardilaw.com	8/5/2020 14:13	approved
Andrew	Layden	alayden@bakerlaw.com	9/1/2020 20:16	approved
Alan	Howard	ahoward@milamhoward.com	8/5/2020 16:54	approved
Lynn	Sherman	lsherman@trenam.com	9/1/2020 16:03	approved
Russell	Blain	rblain@srbp.com	8/28/2020 14:56	approved
Kelly	Roberts	Kelly@kellyrobertslaw.com	8/5/2020 14:37	approved
Thomas	Smith	thomas_smith@flmd.uscourts.gov	9/1/2020 9:43	approved
Edward	LaRose	larosee@flcourts.org	8/20/2020 14:01	approved
Jim	Matulis	Feb2011baracct@gmail.com	8/28/2020 22:22	approved
Gary	Teblum	gteblum@trenam.com	8/5/2020 14:07	approved
Giacomo	Bossa	gbossa@anmpa.com	8/30/2020 3:05	approved
Allison	Leonard	aleonard@dvllp.com	9/4/2020 7:56	approved
Gary	Teblum	gteblum@tampabay.rr.com	8/11/2020 14:04	approved
Toni	Tsvetanova	toni.tsvetanova@akerman.com	9/1/2020 10:43	approved
Lori	Vaughan	lori_vaughan@flmb.uscourts.gov	9/1/2020 8:59	approved
John	Hutton	huttonj@gtlaw.com	8/28/2020 22:29	approved
rbarron	barron	rbarron@bergersingerman.com	9/3/2020 9:05	approved
Karen J	Orlin	kjorlin@yahoo.com	9/3/2020 15:36	approved
Catherine	McEwen	cmcewen@flmb.uscourts.gov	8/6/2020 11:57	approved
Merrick L. "Rick"	Gross	mgross@carltonfields.com	8/12/2020 9:30	approved
Louis	Conti	louis.conti@hklaw.com	9/4/2020 7:45	approved
Kenneth	Murena	kmurena@dvllp.com	9/4/2020 8:02	approved
peter	valori	pvalori@dvllp.com	9/3/2020 9:10	approved
Adina	Pollan	apollan@pollanlegal.com	8/27/2020 13:57	approved
Valeria	Angelucci	vangelucci@anmpa.com	8/27/2020 19:39	approved
Robert	Kain	rkain@conceptlaw.com	8/31/2020 7:06	approved
PAUL	SINGERMAN	singerman@bergersingerman.com	8/27/2020 17:15	approved
Mark	Wolfson	mwolfson@foley.com	9/3/2020 9:55	approved
Jon	Polenberg	jpolenberg@beckerlawyers.com	8/31/2020 15:42	approved
Jeffrey	Davis	davis@law.ufl.edu	8/29/2020 10:21	approved
Steven	Davis	sdavis@bsflp.com	8/31/2020 17:01	approved
Will Blair		wblair@shumaker.com	8/31/2020 13:09	approved
Gregory	Yadley	gyadley@shumaker.com	8/27/2020 17:01	approved
Stuart	Cohn	cohn@law.ufl.edu	8/28/2020 14:26	approved
Stephanie	Lieb	slieb@trenam.com	9/4/2020 8:04	approved
Jay	Brown	jacob.brown@akerman.com	8/25/2020 6:45	approved

April	Stone	ahs@agentislaw.com	9/1/2020 8:42 approved
Christopher	DeCort	cdecort@jclaw.com	8/27/2020 16:07 approved
Cherine	Valbrun	cvalbrun@kvllaw.com	9/3/2020 9:44 approved
Zachary	Catanzaro	zachary@zclaw.com	8/25/2020 10:00 approved
Garrett	LaBorde	Garrett@LabordeLegal.com	9/1/2020 11:55 approved
Nicole	McLemore	nicole_mclemore@flsb.uscourts.gov	8/27/2020 13:48 approved
Michelle	Suarez	MSuarez@FloridaEntrepreneurLaw.co m	8/28/2020 16:07 approved
stefan	rubin	srubin@shutts.com	8/5/2020 15:15 approved
Jodi	Dubose	Jdubose@srbp.com	9/1/2020 10:10 approved
BLS	Leadership	pperdomo@nova.edu	9/4/2020 8:03 approved
Jennifer	Morando	jennifer@morandolegal.com	8/27/2020 11:03 approved
Caryl	Delano	cdelano@flmb.uscourts.gov	8/6/2020 8:36 approved
Dyanne	Feinberg	def@kttlaw.com	9/1/2020 12:59 approved
Brian	Barakat	clara@triallawmiami.com	9/1/2020 10:30 approved
Roberta	Colton	Roberta_Colton@flmb.uscourts.gov	8/31/2020 13:37 approved
April	Martindale	april@martindalelaw.org	9/4/2020 9:02 approved
Gill	Freeman	gfreeman@jamsadr.com	9/2/2020 9:05 approved
Reginald	Sainvil	sainvilr@gtlaw.com	9/4/2020 8:18 approved
Matthew	Hale	mhale@srbp.com	9/1/2020 6:36 approved
Jerry	Markowitz	jmarkowitz@mrthlaw.com	8/27/2020 14:31 approved
Karen J Orlin		kjorlin@bellsouth.net	9/4/2020 8:05 approved
philip schwartz		philip.schwartz@akerman.com	8/30/2020 16:15 approved
Amanda	Finley	afinley@sequorlaw.com	9/2/2020 12:26 approved
Michael	Williamson	mwilliamson@flmb.uscourts.gov	8/31/2020 11:30 approved
Tracey	Eller	tceller@bellsouth.net	9/4/2020 7:16 approved
Russell	Landy	rlandy@dvllp.com	8/6/2020 11:19 approved
Maxine	Long	maxinelong43@gmail.com	8/5/2020 15:37 approved
Aimee	Diaz Lyon	adl@mhdfirm.com	8/19/2020 10:13 approved
Doug	Bell	Doug.bell@mhdfirm.com	8/19/2020 10:19 approved
Rob	Brighton	rbrighton@beckerlawyers.com	8/5/2020 14:49 approved
Amir	Isaiah	Isaiah@forthepeople.com	9/4/2020 7:55 approved
Joseph	Van de Bogart	joseph@vandebogartlaw.com	9/2/2020 12:31 approved
Dineen	Wasylik	dineen@ip-appeals.com	9/4/2020 8:07 approved
Joshua	Marks	joshua.houss.marks@gmail.com	9/2/2020 14:48 approved
Peter	Maskow	pmaskow@mcglinchey.com	9/2/2020 10:02 approved
Felipe	Plechac-Diaz	fplechacdiaz@gmail.com	9/3/2020 18:02 approved
Terry	Sanks	tsanks@firstiniplaw.com	9/1/2020 3:41 approved
F Scott	Westheimer	swestheimer@smrl.com	8/28/2020 10:29 approved
Woodrow	Pollack	wpollack@shutts.com	9/2/2020 8:23 approved
Juan	Mendoza	jmendoza@sequorlaw.com	8/31/2020 22:07 approved
melanie	damian	mdamian@dvllp.com	8/31/2020 16:01 approved
Gary	Lesser	GLesser@lesserlawfirm.com	9/3/2020 12:40 approved
Paige	Greenlee	paige@greenleelawtampa.com	8/6/2020 8:56 approved
Mariane	Dorris	mdorris@shukerdorris.com	8/12/2020 12:21 approved
Larry	Kunin	lhk@mmmlaw.com	9/4/2020 9:41 approved
Sara	Paris	sara.paris@thomsonreuters.com	8/19/2020 19:11 approved
John	Macdonald	john.macdonald@akerman.com	9/1/2020 11:35 approved

Jude	Cooper	JCooper@beckerlawyers.com	9/4/2020 7:58 approved
Laurel	Isicoff	lmisicoff@flsb.uscourts.gov	8/17/2020 10:10 approved
Amanda	Fernandez	afernandez@dvllp.com	9/3/2020 8:16 approved
Karen	Specie	karen_specie@flnb.uscourts.gov	8/31/2020 10:15 approved
Andrew	Schwartz	andrew.schwartz@akerman.com	9/2/2020 8:48 approved
James	Murphy	jbmurphyjr@gmail.com	8/27/2020 17:51 approved
mindy	mora	mamora@flsb.uscourts.gov	9/1/2020 14:36 approved
Donald	Workman	dworkman@bakerlaw.com	8/31/2020 14:47 approved
Bart	Valdes	bvaldes@dsklawgroup.com	8/25/2020 19:09 approved
Angelique	Gulla	agulla@anmpa.com	9/4/2020 7:59 approved

Exhibit

C

	April	YTD 2021	FY 20-21 Budget	Prior Year April	YTD 2020
3001-Annual Fees	\$540	\$278,040	\$270,000	\$180	\$271,140
3002-Affiliate Fees	\$20	\$2,200	\$1,400		\$2,120
Total Fee Revenue	\$560	\$280,240	\$271,400	\$180	\$273,260
3301-Registration-Live	\$14,430	\$27,280	\$115,000	(\$400)	\$20,704
3331-Registration-Ticket		\$69,183	\$93,000		\$17,820
Total Registration Revenue	\$14,430	\$96,463	\$208,000	(\$400)	\$38,524
3351-Sponsorships	(\$2,000)	\$3,000	\$175,000	(\$1,500)	\$131,000
3391 Section Profit Split	\$4,449	\$112,581	\$76,544	\$4,031	\$103,124
3392-Section Differential		\$2,770	\$11,200	\$120	\$16,630
Other Event Revenue	\$2,449	\$118,351	\$262,744	\$2,651	\$250,754
3401-Sales-CD/DVD		\$850			\$1,600
Sales, Rents & Royalties Revenue	\$	\$850	\$	\$	\$1,600
3899-Investment Allocation	\$14,967	\$112,692	\$23,194	\$26,493	(\$31,742)
Non-Operating Income	\$14,967	\$112,692	\$23,194	\$26,493	(\$31,742)
Total Revenue	\$32,406	\$608,595	\$765,338	\$28,924	\$532,396
4131-Telephone Expense			\$870	\$54	\$54
4133-Internet Service		\$455			
4134-Web Services	\$434	\$20,747	\$25,000	\$418	\$19,382
4135-Social Media	\$500	\$4,500	\$6,000		\$3,500
4301-Photocopying		\$96	\$800		\$90
4311-Office Supplies		\$			\$15
4999-Other Office Expense	(\$327)	\$			
Total Staff & Office Expense	\$607	\$25,798	\$33,170	\$472	\$23,041
5051-Credit Card Fees	\$1,019	\$5,156	\$7,200	\$420	\$898
5101-Consultants	\$1,520	\$93,533	\$125,000	\$20,000	\$76,000
Total Contract Services	\$2,539	\$98,689	\$132,200	\$20,420	\$76,898
5501-Employee Travel	\$2,946	\$7,545	\$10,915	\$1,255	\$4,673
5561-Judges Travel	\$5,458	\$6,688	\$63,000		\$11,053
5571-Speaker Travel			\$7,600		\$452
5599-Other Travel	\$2,076	\$6,438	\$7,500		\$7,686
Total Travel	\$10,480	\$20,671	\$89,015	\$1,255	\$23,864
6001-Post 1st Class/Bulk	\$4	\$114	\$250		\$472
6021-Post Express Mail					\$5
6231-Promotion Item/Giveaway					\$445
6301-Mtgs TFB Annual Meeting		\$1,184	\$68,000		\$
6311-Mtgs General Meeting	(\$17)	\$9,807	\$30,000	\$45,916	\$52,634
6319-Mtgs Other Functions	\$30,661	\$32,981	\$20,000		\$20,083
6321-Mtgs Meals		\$5,416	\$190,000		\$4,773
6325-Mtgs Hospitality		\$9,637	\$70,000		\$30,986
6341-Mtgs Equip Rental		\$5,892	\$20,000		\$8,617
6361-Mtgs Entertainment			\$20,000		(\$603)
6399-Mtgs Other		\$19			\$520
6401-Speaker Expense			\$4,000		\$6,220
6451-Committee Expense		\$325	\$5,500	\$18	\$5,142
6531-Brd/Off Special Project		\$1,984	\$2,500		
7001-Grant/Award/Donation	\$	\$3,712	\$15,000		\$7,778
7011-Scholarship/Fellowship		\$10,995	\$60,000		\$5,705
7999-Other Operating Exp	(\$6,000)	\$15,572	\$20,500		\$473
Total Other Expense	\$24,649	\$97,638	\$525,750	\$45,933	\$143,252
8021-Section Admin Fee	\$208	\$97,650	\$93,375	\$62	\$95,343
8101-Printing In-House	\$39	\$39	\$1,350		\$4,868
8121-Graphics & Arts					\$25
8141-Journal/News Service	\$425	\$425			\$2,126
8171-Course Approval Fee		\$150		\$45	\$495
Total Admin & Internal Expense	\$672	\$98,264	\$94,725	\$107	\$102,857
9692-Transfer Out-Council of Sections		\$500	\$500		\$300
Total InterFund Transfers Out	\$	\$500	\$500	\$	\$300
Total Expense	\$38,947	\$341,560	\$875,360	\$68,188	\$370,211
Net Income	(\$6,541)	\$267,036	(\$110,022)	(\$39,264)	\$162,185
2001-Fund Balance, Beginning		\$442,292			\$382,591
Fund Balance, Ending	\$	\$709,328	\$	\$	\$544,776

Exhibit

D

1 A bill to be entitled

2 An act amending s.319.24(2), (4), (5) and 319.241. F.S. to
3 permit the holder of a judgment lien on a motor vehicle,
4 mobile home, or vessel to request the Department of Highway
5 Safety and Motor Vehicles to note its judgment lien on the
6 motor vehicle's, mobile home's, or vessel's certificate of
7 title; to permit the owner to demand a satisfaction of lien
8 from the lienholder when the lien is satisfied or lapsed;
9 to permit the owner to apply to the department for removal
10 of the lien that has been filed with the department or
11 noted on the certificate of title for a period of 5 years
12 unless a second judgment certificate lien has been filed,
13 in which case the department shall remove notice of the
14 first lien and note the second lien at the end of all noted
15 liens; adding subsection (5) to s. 55.205 F.S. to clarify
16 the effect of a certificate of title on a judgment lien;
17 and informing a judgment lien holder that it may obtain a
18 court order instructing the department to note its lien on
19 the certificate of title through proceedings supplementary;
20 renumbering s. 56.29(6) F.S. as 56.29(6)(a) F.S. and adding
21 subsection 56.29(6)(b) making clear that on presentation of
22 a valid judgment lien certificate in proceedings
23 supplementary the court shall issue such order; amending
24 s.55.202(2) F.S. expanding the reach of a judgment lien to
25 include all payment intangibles and accounts of a judgment

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debtor located in this state; and adding subsection 55.205(6) making clear that a judgment lien may be enforced only through judicial process, and may not be enforced through self-help repossession or replevin without the express consent of the judgment debtor.

Be it enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Judgment Lien Improvement Act."

Section 2. Subsection 319.24(2) F.S. is amended to read:

(2) A duly authorized person shall sign the original certificate of title and each corrected certificate and, if there are no liens or encumbrances on the motor vehicle or mobile home, as shown in the records of the department or as shown in the application, shall deliver the certificate to the applicant or to another person as directed by the applicant or person, agent, or attorney submitting such application. The motor vehicle dealer license number must be submitted to the department when a dealer applies for or receives a duplicate title. The current odometer reading must be submitted on an application for a duplicate title. If there are one or more liens or encumbrances on the motor vehicle or mobile home, the certificate shall be delivered by the department to the first lienholder as shown by department records or to the owner as indicated in the

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51 notice of lien filed by the first lienholder pursuant to
52 s.319.27. If the notice of lien filed by the first
53 lienholder indicates that the certificate should be
54 delivered to the first lienholder, the department shall
55 deliver to the first lienholder, along with the
56 certificate, a form to be subsequently used by the
57 lienholder as satisfaction. If the notice of lien filed by
58 the first lienholder directs the certificate of title to be
59 delivered to the owner, then, upon delivery of the
60 certificate of title by the department to the owner, the
61 department shall deliver to the first lienholder
62 confirmation of the receipt of the notice of lien and the
63 date the certificate of title was issued to the owner at
64 the owner's address shown on the notice of lien and a form
65 to be subsequently used by the lienholder as a
66 satisfaction. If the application for certificate shows the
67 name of a first lienholder different from the name of the
68 first lienholder as shown by the records of the department,
69 or if the application does not show the name of a judgment
70 lien holder as shown by the records of the department, the
71 certificate shall not be issued to any person until after
72 all parties who appear to hold a lien and the applicant for
73 the certificate have been notified of the conflict in
74 writing by the department by certified mail. If the parties
75 do not amicably resolve the conflict within 10 days from

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76 the date such notice was mailed, then the department shall
77 serve notice in writing by certified mail on all persons
78 appearing to hold liens on that particular vehicle,
79 including the applicant for the certificate, to show cause
80 within 15 days from the date the notice is mailed why it
81 should not issue and deliver the certificate to the person
82 indicated in the notice of lien filed by the lienholder
83 whose name appears in the application as the first
84 lienholder without showing any lien or liens as outstanding
85 other than those appearing in the application or those
86 which may have been filed subsequent to the filing of the
87 application for the certificate. If, within the 15-day
88 period, any person other than the lienholder shown in the
89 application or a party filing a subsequent lien, in answer
90 to such notice to show cause, appears in person or by a
91 representative, or responds in writing, and files a written
92 statement under oath that his or her lien on that
93 particular vehicle is still outstanding, the department
94 shall not issue the certificate to anyone until after such
95 conflict has been settled by the lien claimants involved or
96 by a court of competent jurisdiction. If the conflict is
97 not settled amicably within 10 days of the final date for
98 filing an answer to the notice to show cause, the
99 complaining party shall have 10 days to obtain a ruling, or
100 a stay order, from a court of competent jurisdiction; if no

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101 ruling or stay order is issued and served on the department
102 within the 10-day period, it shall issue the certificate
103 showing no liens except those shown in the application or
104 thereafter filed to the original applicant if there are no
105 liens shown in the application and none are thereafter
106 filed, or to the person indicated in the notice of lien
107 filed by the lienholder whose name appears in the
108 application as the first lienholder if there are liens
109 shown in the application or thereafter filed. A duplicate
110 certificate or corrected certificate shall only show such
111 lien or liens as were shown in the application and
112 subsequently filed liens that may be outstanding.

113 Section 3. Subsection 319.24(4) Florida Statutes is
114 amended to read:

115 (4) If the owner of the motor vehicle or mobile home,
116 as shown on the title certificate, or the director of the
117 state child support enforcement program, or the director's
118 designee, desires to place a second or subsequent lien or
119 encumbrance against the motor vehicle or mobile home when
120 the title certificate is in the procession of the first
121 lienholder, the owner shall send a written request to the
122 first lienholder by certified mail, and such first
123 lienholder shall forward the certificate to the department
124 for endorsement. If the title certificate is in the
125 procession of the owner, the owner shall forward the

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126 certificate to the department for endorsement. If the
127 holder of a judgment lien on personal property of the owner
128 acquired under s. 55.202(2) Florida Statutes desires to
129 place a lien on the motor vehicle, mobile home, or vessel,
130 the judgment lien holder shall send a written request to
131 the department together with a copy of the lien holder's
132 valid judgment lien certificate. The department shall add
133 the name of the judgment lien holder to the records of the
134 department. The judgment lien holder shall also send a
135 written request to the person in the possession of the
136 title certificate by certified mail and that person shall
137 forward the certificate to the department for endorsement.
138 The department shall return the certificate to either the
139 first lienholder or to the owner, as indicated in the
140 notice of lien filed by the first lienholder, after
141 endorsing the second or subsequent lien on the certificate
142 and on the duplicate. If the first lienholder or owner
143 fails, neglects, or refuses to forward the certificate of
144 title to the department within 10 days from the date of the
145 owners's, the judgment lien holder's, or the director's
146 designee's request, the department, on the written request
147 of the subsequent lienholder or an assignee thereof, shall
148 demand of the first lienholder or the owner the return of
149 such certificate for the notation of the second or
150 subsequent lien or encumbrance. If the first lien holder or

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owner fails, neglects, or refuses to return the certificate to the department as requested, the department shall void the certificate of title and issue a replacement certificate showing the notation of the subsequent lien or encumbrance.

Section 4. Subsections 319.24(5)(a) and (b) Florida Statutes shall be amended to read:

(5)(a) Upon satisfaction of any first lien, judgment lien or encumbrance recorded at the department, or upon lapse of a judgment lien, the owner of the motor vehicle or mobile home, as shown on the title certificate, or the person satisfying the lien shall be entitled to demand and receive from the lienholder a satisfaction of the lien. If the lienholder, upon satisfaction of the lien and upon demand, fails or refuses to furnish a satisfaction thereof within 30 days after demand, he or she shall be held liable for all costs, damages, and expenses including reasonable attorney's fees, lawfully incurred by the title owner or person satisfying the lien in any suit brought in this state for cancellation of the lien. A motor vehicle dealer acquiring ownership of a motor vehicle with an outstanding purchase money lien, shall pay and satisfy the outstanding lien within 10 working days of acquiring ownership. The lienholder receiving the final payment as defined in s.674.215 shall mail or otherwise deliver a lien

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176 satisfaction and the certificate of title indicating the
177 satisfaction within 10 working days or receipt of such
178 final payment or notify the person satisfying the lien that
179 the title is not available within 10 working days of
180 receipt of such final payment. If the lienholder is unable
181 to provide the certificate of title and notifies the person
182 of such, the lienholder shall provide a lien satisfaction
183 and shall be responsible for the cost of a duplicate title,
184 including fast title charges as provided in s.319.323. The
185 provisions of this paragraph shall not apply to electronic
186 transactions pursuant to subsection (9).

187 (b) Following satisfaction of a lien, or upon satisfaction
188 or lapse of a judgment lien, the lienholder shall enter a
189 satisfaction thereof in the space provided on the face of
190 the certificate of title. If the certificate of title was
191 retained by the owner, the owner shall, within 5 days of
192 the satisfaction of a lien, deliver the certificate of the
193 title to the lienholder and lienholder shall enter a
194 satisfaction thereof in the space provided on the face of
195 the certificate of title. If there are no subsequent liens
196 shown thereon, the certificate shall be delivered by the
197 lienholder to the person satisfying the lien or encumbrance
198 and an executed satisfaction on a form provided by the
199 department shall be forwarded to the department by the
200 lienholder within 10 days of satisfaction of the lien.

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201 Section 5. Section 319.241 Florida Status shall be
202 amended to read: The owner of a motor vehicle or mobile
203 home upon which a lien has been filed with the department
204 or noted upon a certificate of title for a period of 5
205 years may apply to the department in writing for such lien
206 to be removed from the department files or from the
207 certificate of title. The application shall be accompanied
208 by evidence satisfactory to the department that the
209 applicant has notified the lienholder by certified mail,
210 not less than 20 days prior to the date of the application,
211 of his or her intention to apply to the department for
212 removal of the lien. Ten days after receipt of the
213 application, the department may remove the lien from its
214 files or from the certificate of title, as the case may be,
215 if no statement in writing protesting removal of the lien
216 is received by the department from the lienholder within
217 the 10-day period. If, however, the lienholder files with
218 the department within the 10-day period a written statement
219 that the lien is still outstanding, or that a second
220 judgment lien certificate has been filed with the
221 Department of State, the department shall not remove the
222 lien until the owner presents a satisfaction of lien to the
223 department. If a second judgment lien certificate has been
224 filed with the Department of State, the department shall
225 remove the notice of the first judgment lien certificate

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226 and note at the end of all noted liens notation of the
227 second judgment lien certificate. Ten days after the
228 receipt of an application for a derelict motor vehicle
229 certificate and notification to the lienholder, the
230 department may remove the lien from the derelict motor
231 vehicle record if a written statement protesting removal of
232 the lien is not received by the department from the
233 lienholder within the 10-day period.

234 Section 6. Subsection (5) shall be added to Section
235 55.205 Florida Statutes to Read:

236 (5)(a) Motor Vehicles, Mobile Homes and Vessels. If
237 the personal property of the judgment debtor, to the extent
238 not exempt from execution, includes a motor vehicle, mobile
239 home, or vessel for which a Florida certificate of title
240 has been issued, a judgment lien acquired under this
241 section on such property not yet noted on the certificate
242 of title is valid and enforceable against the judgment
243 debtor, but such a judgment lien is not enforceable against
244 creditors or subsequent purchasers of such property for
245 valuable consideration whose interests have been noted on
246 the certificate of title as provided in s. 319.27.

247 (b) A judgment lien holder may obtain an order
248 instructing the Department of Highway Safety and Motor
249 Vehicles to note the lien on the certificate of title

250 through a court of competent jurisdiction conducting
251 Proceedings Supplementary under s. 56.29(6)(b).

252 Section 7. Subsection 56.29(6), Florida Statutes,
253 shall be renumbered 56.29(6)(a) and Subsection 56.29(6)(b)
254 shall be added to read:

255 (b) If the personal property of the judgment debtor
256 includes a motor vehicle, a mobile home, or a vessel that
257 is to any extent nonexempt from execution and for which a
258 Florida certificate of title has been issued, on
259 presentation of a copy of a valid judgment lien certificate
260 acquired under s. 55.202 Florida Statutes, the court shall
261 order the Department of Highway Safety and Motor Vehicles
262 to note the liens of the judgment creditor on the
263 certificate of title and in the records of the department.

264 Section 9. Subsection (6) shall be added to Section
265 55.205 to read:

266 A judgment lien acquired under s. 55.202, Florida Statutes,
267 is to be enforced only through judicial process such as
268 attachment (Ch. 76), execution (Ch. 56), garnishment (Ch.
269 77), charging order (ss.605.503, 620.1703, and 620.8504),
270 and proceedings supplementary to execution (s. 56.29). A
271 judgment may not be enforced through self-help repossession
272 or replevin without the express consent of the judgment
273 debtor.

White Paper by Business Law Section of Florida Bar, Bankruptcy/UCC Committee, on Clarifying
and Expanding the Scope of Florida's Judgment Lien on Personal Property

I. Background

When a plaintiff in a civil suit succeeds in obtaining a judgment, the next challenge is recovering money or property to satisfy it. If the debtor does not voluntarily pay it, the judgment holder must seek to satisfy the judgment from the debtor's nonexempt property. To assist in this effort, all states provide familiar creditor remedies, such as execution, garnishment, attachment, replevin, and proceedings supplementary to execution.

In addition, Florida has long permitted judgment creditors to obtain a judgment lien on the debtor's nonexempt real property by recording a certified copy of the judgment in the county in which the real property is located. Fla. Stat. s. 55.10(1). The chief benefit of a judgment lien is that the debtor can no longer easily transfer the property because any purchaser takes subject to the lien, which can be foreclosed upon despite the sale. Recording the judgment provides public notice of the lien, and prospective buyers are generally unwilling to buy property subject to a judgment lien. The ability of the judgment holder to foreclose on the judgment lien and the judgment debtor's inability to transfer the property may lead to the judgment debtor satisfying the judgment.

In 2000, the Florida legislature added a new judgment lien encumbering the judgment debtor's personal property. Fla. Stat. ss. 55.201 - 55.209. Upon recording a judgment lien certificate with the Florida Department of State, a judgment holder obtains a lien on all nonexempt leviable personal property in the state—that is, tangible personal property that can be taken into possession by the sheriff. The judgment lien holder can then search for the debtor's nonexempt personal property confident that the debtor will not be able to dispose of it before it can be found. If the debtor owns valuable personal property, such as works of art, construction equipment, a boat, or motor vehicles, this lien can be a significant boon.

In 2005, at the behest of used car dealers, the Florida Legislature modified the certificate of title statute to make clear that a judgment lien on motor vehicles and mobile homes, while enforceable against the owner, is not enforceable against creditors or subsequent purchasers for value unless noted on the certificate of title. Unfortunately, this permits judgment debtors to sell their titled motor vehicles free of a judgment lien. This not only undermines the value of the lien, but it also created an ambiguity in Florida's judgment lien statute. The statute implies that a judgment lien will be enforceable against all subsequent interest holders of the debtor's personal property, but this is no longer correct after the 2005 amendments as to motor vehicles and mobile homes unless noted on the certificate of title.

II. The Bill would clarify Fla. Stat. s. 55.205(5) and create a process whereby a judgment lien holder can obtain notation of the lien on a certificate of title.

The first objective of the proposed legislation (the “Bill”) is to eliminate the ambiguity, caused by the 2005 amendment and clarify the judgment lien statute by cross-referencing the certificate-of-title statute. The second objective of the Bill, in order to properly effectuate the judgment lien on titled property, is to create a process through which the lien holder can cause the Department of Highway Safety and Motor Vehicles (“DHSMV”) to note the lien on certificates of title.

There are two possible approaches to achieving this end and the Bill will facilitate both. First, it modifies the certificate-of-title statute creating a procedure through which a judgment lien holder obtains a statutory right to cause the DHSMV to note its lien on the certificate of title of a judgment debtor’s motor vehicle, mobile home or vessel. This is a procedure familiar to the DHSMV because the modification is adapted to the current procedure through which an owner voluntarily adds a lien or security interest to its certificate of title.

A second procedure through which a holder of a judgment lien can obtain notification of the lien on a certificate of title is to obtain a court order instructing the DHSMV to note the lien on the certificate of title. Numerous judgment lien holders have done this by bringing a lawsuit seeking such a court order. However, such a court order can also be obtained more simply by motion through proceedings supplementary to execution. The Bill will simplify this process by stating explicitly in the judgment lien statute that this procedure is available, and by amending proceedings supplementary to state that on presentation of a copy of a recorded judgment lien certificate, a court presiding over proceedings supplementary shall order the DHSMV to note the lien on the certificate of title. The DHSMV currently has in place a procedure for noting liens on certificates of title in response to a court order. The Bill merely proposes clarifying the judgment lien statute and streamlining a creditor’s ability to obtain the court order.

III. The Bill would expand the scope of Florida’s judgment lien to include certain intangible assets and clarify the means for enforcing the lien.

The Bill proposes another improvement to the Florida judgment lien on personal property, which is to expand its scope to include certain intangible rights. As stated above, the reach of the current judgment lien extends only to “all personal property in this state subject to execution under s. 56.061.” That is, it extends only to tangible personal property that can be levied upon. Some judgment debtors, however own valuable intangible property such as royalty rights, rights to receive rents, or rights to receive payment for the sale of goods or services. There is no reason why a judgment lien should not attach to such property if it can be workably achieved. The Bill will expand the scope of the judgment lien to include “accounts” and “payment intangibles” as defined in Article 9 of the UCC of a judgment debtor that is located in Florida. In doing so, the Bill borrows the definition of “location” from Article 9. The limitation to the intangible property of a judgment debtor that is located in Florida is needed to minimize uncertainty as to jurisdiction and due process that would be created by attempting to enforce an involuntary lien across state lines.

The Bill proposes another amendment to the judgment lien statute to clarify that the means of enforcing the judgment lien are limited to judicial process, and that it may not be enforced through self-help repossession or replevin. Apparently, some judgment lien holders have attempted self-help repossession, which was never intended, and deprives the judgment debtor of the opportunity to claim that the property is exempt. By proceeding only through judicial process, the debtor will be provided an opportunity to make a claim that the property is fully or partially exempt.

IV. Interested Stakeholders

The Business Law Section believes two additional sections of the Florida Bar will be interested in this Bill. They are the Trial Lawyers Section and the Solo and Small Firm Section. Lawyers in these sections engage in litigation leading to civil judgments. The Florida Judgment lien on personal property is intended to assist in collecting a judgment. This Bill, which will clarify and expand the Florida judgment lien will therefore be of interest to these sections

One section of the Florida government that will be interested in this Bill is the Department of Highway Safety and Motor Vehicles (DHSMV). This department will be expected to adjust its procedures to accommodate the proposed amendments to Florida law. The Department of Revenue (DOR) will also be interested. The DOR files countless judgment liens, and there are special provisions in the judgment lien statute applicable to the DOR. The Department of State (DOS) keeps the judgment lien registry. The Bill does not directly affect the DOS, but the department will nevertheless want to be apprised of any amendments to the judgment lien law.

V. Financial impact.

The proposed amendments will have no financial impact on the State of Florida. The modifications to the certificate-of-title law will cause the DHSMV to modify its existing procedures somewhat, but the department currently charges a fee for any service it provides. See DHSMV Procedure TL-32. Any increase in DHSMV staffing costs will be covered by the increase in fees. Accordingly, there should be no financial impact on the state.

VI. Benefit to Florida citizens and businesses.

The Bill proposes a number of beneficial changes to existing law. First, it clarifies ambiguities created by conflicting provisions in the Florida certificate-of-title statute and the judgment lien statute. It also makes clear that the judgment lien may be enforced only through judicial process. These ambiguities cause confusion and misunderstandings that result in unmet expectations and unnecessary litigation. The benefit of clarification here is clear.

The Bill amends existing law to assist the holder of a valid Florida Judgment in obtaining payment from a judgment debtor that owns sufficient nonexempt assets that would permit the debtor to pay the judgment but chooses not to. By permitting the judgment debtor to obtain

notification of its lien on titled vehicles, mobile homes and vessels, the judgment debtor will no longer be able to sell these assets in order to avoid paying. By expanding the scope of the lien to reach intangible rights to payment, debtors who currently enjoy these types of valuable assets will no longer be able to enjoy them while refusing to pay a valid judgment debt. These amendments will clearly benefit citizens and business that have brought suit on a civil obligation, obtained a judgment in a Florida court, and seek to obtain payment from a debtor that is able to pay and refuses to do so.

Exhibit

E

Proposed Amendments to Fla. Stat. §§ 679.4061 & 679.4081

Uniform Commercial Code §§ 9-406 & 9-408

Exclusion of LLC and Partnership Interests from UCC Article 9 Overrides

White Paper

I. Introduction

The Bankruptcy/UCC Committee seeks to amend Florida’s version of Article 9 of the Uniform Commercial Code (“UCC”), which is found in Chapter 679 of the Florida Statutes, to incorporate 2018 amendments to the official text of the UCC. The proposed amendments would simplify the law by clarifying that certain “overrides” of restrictions on transferability do not apply to an ownership interest in a general partnership, limited partnership, or limited liability company.

II. Summary of the Issue

To facilitate the free transferability of intangibles rights, Sections 9-406 and 9-408 of the UCC operate to override terms in agreements that would otherwise restrict the transfer of such rights, including the granting or enforcement of security interests. Section 9-406 applies to override transfer restrictions relating to accounts, chattel paper, payment intangibles, and promissory notes. Section 9-408 overrides transfer restrictions relating to general intangibles and applies not only transfer restrictions contained in contractual agreements, but also overrides restrictions contained in any statute or other rule of law. These UCC provisions are enacted in Florida as Section 679.4061 and 679.4081 of the Florida Statutes.

When applied to partnership or LLC interests, the overrides contained in UCC Sections 9-406 and 9-408 interfere with the “pick your partner” principle, which generally protects members of LLCs and partners in partnerships from being forced into business with people they never intended to go into business with. The overrides in Sections 9-406 and 9-408 apply to LLC membership interests and partnership interests because such interests are typically categorized as general intangibles, which fall under the purview of UCC Section 9-408. Additionally, an LLC member’s or partner’s *economic* rights—the right to receive distributions on account of the membership or partnership interest—are typically categorized as payment intangibles, which fall under the purview of UCC Section 9-406. A detailed discussion of these issues can be found in the enclosed article: *LLC and Partnership Transfer Restrictions Excluded From UCC Article 9 Overrides*, authored by Carl S. Bjerre, Daniel S. Kleinberger, Edwin E. Smith, Steven O. Weise

The issue can be illustrated as follows. Two individuals go into business together and form an LLC. Each owner is a 50/50 member in the LLC. Their operating agreement (like most operating agreements) restricts the ability of one member to convey or encumber their membership interest without the consent of the other member, in keeping with the “pick your partner” principle engrained in LLC and partnership law. If one partner unilaterally encumbered their 50% membership interest to secure a personal loan from a bank (in violation of the operating agreement), then arguably Section 9-406 and 9-408 would “override” the restriction in the operation agreement. If the member defaulted on the loan, the lender could foreclose on its security

interest in the LLC membership interest and take ownership of the membership interest. The other member would now be saddled with a bank as its new business partner, a result not contemplated or permitted by the members' contract (the operating agreement).

Practitioners can debate whether these override provisions would apply to a specific operating agreement, the outcome of which could turn on how the operating agreement is drafted. But more commonly, sophisticated corporate attorneys elect to "opt in" to Article 8 of the UCC solely to avoid the potential effect of these override provisions. By opting into Article 8, the ownership interests in an LLC or partnership are treated as securities—categorized as "investment property" under the UCC—which are not subject to Sections 9-406 or 9-408. However, opting into Article 8 brings its own hurdles and generally increases transaction costs for the parties involved.

III. Summary of Proposed Amendments

To simplify the law in this area, and to eliminate potential conflicts between the "pick your partner" principle and the Section 9-406 and 9-408 overrides, the Uniform Law Commission and the American Law Institute approved amendments to the Uniform Commercial Code in 2018. The 2018 amendments provide that the override sections do not apply to "a security interest in an ownership interest in a general partnership, limited partnership, or limited liability company." This clause is added as a subsection at the end of both Section 9-406 and 9-408. These amendments went through the formal approval channels and are now part of the UCC's official text. A draft of 2018 UCC amendments applied to Florida's version of the pertinent UCC provisions, Sections 679.4061 and 679.4081 of the Florida Statutes, is enclosed with this summary.

Several other states have enacted provisions substantially identical to the 2018 amendments. Delaware, Colorado, North Carolina, Texas, and Virginia have all amended their versions of Sections 9-406 and 9-408 of the UCC to exclude LLC and partnership ownership interests. Other states have amended their LLC and partnership statutes to reach a similar result. A chart received from the Uniform Law Commission detailing other states' legislative responses to this issue is enclosed with this summary.

IV. Financial Impact

None. The proposed amendments will not require the State of Florida to expend funds or result in generation of revenue.

V. Conclusion

Enacting the 2018 amendments to Florida's UCC Sections 9-406 and 9-408 would protect freedom of contract principles that underly the "pick your partner" doctrine and provide desired clarity to courts, practitioners, and business people that these provisions do not apply to LLC interests and partnership interests, reducing the potential for litigation over these issues. Additionally, the amendment would reduce transaction costs for business by obviating the need to opt in to Article 8 to avoid the potential effect of the override provisions.

1 **679.4061 Discharge of account debtor; notification of**
2 **assignment; identification and proof of assignment;**
3 **restrictions on assignment of accounts, chattel paper,**
4 **payment intangibles, and promissory notes ineffective.—**

5 (1) Subject to subsections (2) through (9), an account
6 debtor on an account, chattel paper, or a payment
7 intangible may discharge its obligation by paying the
8 assignor until, but not after, the account debtor receives
9 a notification, authenticated by the assignor or the
10 assignee, that the amount due or to become due has been
11 assigned and that payment is to be made to the assignee.
12 After receipt of the notification, the account debtor may
13 discharge its obligation by paying the assignee and may not
14 discharge the obligation by paying the assignor.

15 (2) Subject to subsection (8), notification is ineffective
16 under subsection (1):

17 (a) If it does not reasonably identify the rights assigned;

18 (b) To the extent that an agreement between an account
19 debtor and a seller of a payment intangible limits the
20 account debtor's duty to pay a person other than the seller
21 and the limitation is effective under law other than this
22 chapter; or

23 (c) At the option of an account debtor, if the notification
24 notifies the account debtor to make less than the full

25 amount of any installment or other periodic payment to the
26 assignee, even if:

- 27 1. Only a portion of the account, chattel paper, or payment
28 intangible has been assigned to that assignee;
29 2. A portion has been assigned to another assignee; or
30 3. The account debtor knows that the assignment to that
31 assignee is limited.

32 (3) Subject to subsection (8), if requested by the account
33 debtor, an assignee shall seasonably furnish reasonable
34 proof that the assignment has been made. Unless the
35 assignee complies, the account debtor may discharge its
36 obligation by paying the assignor, even if the account
37 debtor has received a notification under subsection (1).

38 (4) Except as otherwise provided in ~~subsection~~ subsections
39 (5) and (12), and ss. 680.303 and 679.4071, and subject to
40 subsection (8), a term in an agreement between an account
41 debtor and an assignor or in a promissory note is
42 ineffective to the extent that it:

43 (a) Prohibits, restricts, or requires the consent of the
44 account debtor or person obligated on the promissory note
45 to the assignment or transfer of, or the creation,
46 attachment, perfection, or enforcement of a security
47 interest in, the account, chattel paper, payment
48 intangible, or promissory note; or

49 (b) Provides that the assignment or transfer or the
50 creation, attachment, perfection, or enforcement of the
51 security interest may give rise to a default, breach, right
52 of recoupment, claim, defense, termination, right of
53 termination, or remedy under the account, chattel paper,
54 payment intangible, or promissory note.

55 (5) Subsection (4) does not apply to the sale of a payment
56 intangible or promissory note, other than a sale pursuant
57 to a disposition under s. 679.610 or an acceptance of
58 collateral under s. 679.620.

59 (6) Except as otherwise provided in subsection (12) and
60 ss. 680.303 and 679.4071 and subject to subsections (8) and
61 (9), a rule of law, statute, or regulation that prohibits,
62 restricts, or requires the consent of a government,
63 governmental body or official, or account debtor to the
64 assignment or transfer of, or creation of a security
65 interest in, an account or chattel paper is ineffective to
66 the extent that the rule of law, statute, or regulation:

67 (a) Prohibits, restricts, or requires the consent of the
68 government, governmental body or official, or account
69 debtor to the assignment or transfer of, or the creation,
70 attachment, perfection, or enforcement of a security
71 interest in the account or chattel paper; or

72 (b) Provides that the assignment or transfer or the
73 creation, attachment, perfection, or enforcement of the

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74 security interest may give rise to a default, breach, right
75 of recoupment, claim, defense, termination, right of
76 termination, or remedy under the account or chattel paper.

77 (7) Subject to subsection (8), an account debtor may not
78 waive or vary its option under paragraph (2)(c).

79 (8) This section is subject to law other than this chapter
80 which establishes a different rule for an account debtor
81 who is an individual and who incurred the obligation
82 primarily for personal, family, or household purposes.
83 Subsections (4) and (6) do not apply to the creation,
84 attachment, perfection, or enforcement of a security
85 interest in:

86 (a) A claim or right to receive compensation for injuries
87 or sickness as described in 26 U.S.C. s. 104(a)(1) or (2).

88 (b) A claim or right to receive benefits under a special
89 needs trust as described in 42 U.S.C. s. 1396p(d)(4).

90 (c) The interest of a debtor who is a natural person in
91 reemployment assistance or unemployment, alimony,
92 disability, pension, or retirement benefits or victim
93 compensation funds.

94 (d) The interest of a debtor who is a natural person in
95 other benefits which are designated solely for his or her
96 maintenance, support, or education, the assignability of
97 which is expressly prohibited or restricted by statute.

98 (9) Subsections (4), (6), and (8) apply only to a security
99 interest created after January 1, 2002.

100 (10) This section does not apply to an assignment of a
101 health-care-insurance receivable.

102 (11) This section prevails over any inconsistent statute,
103 rule, or regulation.

104 (12) Subsections (4), (6), and (11) do not apply to a
105 security interest in an ownership interest in a general
106 partnership, limited partnership, or limited liability
107 company.
108

**679.4081 Restrictions on assignment of promissory notes,
health-care-insurance receivables, and certain general
intangibles ineffective.—**

(1) Except as otherwise provided in ~~subsection~~ subsections
(2) and (8), a term in a promissory note or in an agreement
between an account debtor and a debtor which relates to a
health-care-insurance receivable or a general intangible,
including a contract, permit, license, or franchise, and
which term prohibits, restricts, or requires the consent of
the person obligated on the promissory note or the account
debtor to, the assignment or transfer of, or creation,
attachment, or perfection of a security interest in, the
promissory note, health-care-insurance receivable, or
general intangible, is ineffective to the extent that the
term:

(a) Would impair the creation, attachment, or perfection of
a security interest; or

(b) Provides that the assignment or transfer or the
creation, attachment, or perfection of the security
interest may give rise to a default, breach, right of
recoupment, claim, defense, termination, right of
termination, or remedy under the promissory note, health-
care-insurance receivable, or general intangible.

(2) Subsection (1) applies to a security interest in a
payment intangible or promissory note only if the security

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134 interest arises out of a sale of the payment intangible or
135 promissory note, other than a sale pursuant to a
136 disposition under s. 679.610 or an acceptance of collateral
137 under s. 679.620.

138 (3) ~~A~~Except as otherwise provided in subsection (8), a
139 rule of law, statute, or regulation that prohibits,
140 restricts, or requires the consent of a government,
141 governmental body or official, person obligated on a
142 promissory note, or account debtor to the assignment or
143 transfer of, or creation of a security interest in, a
144 promissory note, health-care-insurance receivable, or
145 general intangible, including a contract, permit, license,
146 or franchise between an account debtor and a debtor, is
147 ineffective to the extent that the rule of law, statute, or
148 regulation:

149 (a) Would impair the creation, attachment, or perfection of
150 a security interest; or

151 (b) Provides that the assignment or transfer or the
152 creation, attachment, or perfection of the security
153 interest may give rise to a default, breach, right of
154 recoupment, claim, defense, termination, right of
155 termination, or remedy under the promissory note, health-
156 care-insurance receivable, or general intangible.

157 (4) To the extent that a term in a promissory note or in an
158 agreement between an account debtor and a debtor which

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relates to a health-care-insurance receivable or general intangible or a rule of law, statute, or regulation described in subsection (3) would be effective under law other than this chapter but is ineffective under subsection (1) or subsection (3), the creation, attachment, or perfection of a security interest in the promissory note, health-care-insurance receivable, or general intangible:

- (a) Is not enforceable against the person obligated on the promissory note or the account debtor;
- (b) Does not impose a duty or obligation on the person obligated on the promissory note or the account debtor;
- (c) Does not require the person obligated on the promissory note or the account debtor to recognize the security interest, pay or render performance to the secured party, or accept payment or performance from the secured party;
- (d) Does not entitle the secured party to use or assign the debtor's rights under the promissory note, health-care-insurance receivable, or general intangible, including any related information or materials furnished to the debtor in the transaction giving rise to the promissory note, health-care-insurance receivable, or general intangible;
- (e) Does not entitle the secured party to use, assign, possess, or have access to any trade secrets or confidential information of the person obligated on the promissory note or the account debtor; and

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(f) Does not entitle the secured party to enforce the security interest in the promissory note, health-care-insurance receivable, or general intangible.

(5) This section prevails over any inconsistent statute, rule, or regulation.

(6) Subsections (1) and (3) do not apply to the creation, attachment, perfection, or enforcement of a security interest in:

(a) A claim or right to receive compensation for injuries or sickness as described in 26 U.S.C. s. 104(a)(1) or (2).

(b) A claim or right to receive benefits under a special needs trust as described in 42 U.S.C. s. 1396p(d)(4).

(c) The interest of a debtor who is a natural person in reemployment assistance or unemployment, alimony, disability, pension, or retirement benefits or victim compensation funds.

(d) The interest of a debtor who is a natural person in other benefits which are designated solely for his or her maintenance, support, or education, the assignability of which is expressly prohibited or restricted by statute.

(7) Subsections (1), (3), and (6) apply only to a security interest created after January 1, 2002.

(8) This section does not apply to a security interest in an ownership interest in a general partnership, limited partnership, or limited liability company.

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LLC and Partnership Transfer Restrictions Excluded From UCC Article 9 Overrides

20 Min Read By: [Carl S. Bjerre](#), [Daniel S. Kleinberger](#), [Edwin E. Smith](#), [Steven O. Weise](#)
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The organizational law of limited liability companies (LLCs) and partnerships has always fundamentally embraced an idea known as the “pick-your-partner principle,” under which transfers of a member’s or partner’s ownership interest are restricted by statute, and those restrictions may be tightened or loosened by agreement. In recent years the pick-your-partner principle has interacted in complex and not always practical ways with Article 9 of the Uniform Commercial Code (UCC). Since 2001, UCC §§ 9-406 and 9-408 have overridden a broad range of statutory and agreement-based anti-assignment provisions, subject to complex exceptions that have tended to protect the pick-your-partner principle in many significant respects, while also proving analytically very difficult to handle. Recently, however, in an important step forward, Article 9’s overrides of anti-assignment provisions have recently been amended to make them simply inapplicable to LLC and partnership interests.

One hopes that these amendments to Article 9’s overrides (hereinafter the “2018 amendments” because they were approved last year) will soon be enacted by the states, but in the meantime, the current overrides will remain on the books in various jurisdictions with all of their existing complexities. Accordingly, this article focuses not only on the 2018 amendments, but also on an analysis of the overrides as they now stand, as applied to LLC and partnership interests. The amendments themselves are quite simple, but the article discusses them only after analyzing the overrides because the amendments are more easily understood against that background.

I. Background on Unincorporated Organization Law and UCC Article 9

Any co-owner of a privately held business organization may have a substantial stake in determining who the other co-owners are. If a second co-owner has the power to transfer its interest to a stranger, then the second co-owner can, in effect, force the first co-owner into a venture with the stranger/transferee without the first co-owner’s consent. The policy and effect of the pick-your-partner principle under LLC and partnership law is to prevent such an outcome.

UCC Article 9, by contrast, has the very different policy orientation of facilitating voluntary transfers of personal property. Article 9’s most familiar application is to transfers of property as security for the repayment of loans, but Article 9 also applies to outright sales of certain types of personal property. Some of these transfers and outright sales are precisely those that the pick-your-partner principle seeks to prevent, and as a result, for personal property consisting of LLC or partnership interests, the interaction of the pick-your-partner principle with Article 9 has been complex and thorny. Some have even called it recondite.

Ownership interests in a business organization, particularly one that is unincorporated, can be formally or informally bifurcated into governance rights and economic (or financial) rights. Governance rights consist of the owner's right to vote on, consent to, or otherwise make decisions about the organization's activities, and the right to receive information about the organization. Economic rights consist of the owner's entitlement to receive monetary distributions from the organization, whether from its profits or from an eventual dissolution and winding up. A complete ownership interest typically comprises both governance rights and economic rights. A good example of purely economic rights is a transferable interest in an LLC or limited partnership. See, e.g., Uniform Limited Liability Company Act (ULLCA) § 102(24) (2013).

Article 9 broadly covers ordinary security interests in both of the above aspects of ownership rights as well as in virtually all other personal property, plus the outright sales of some types of personal property, to be explained below. In light of this vast coverage, and in order to provide appropriately tailored rules for particular patterns of transaction, Article 9 subdivides personal property into an array of statutorily defined "types," or classifications. The most important classification for purposes of this article is general intangibles, which is Article 9's residual or catch-all classification, meaning that it includes any personal property that does not fall within the other Article 9 classifications. Hence, an asset is a general intangible only if it is not, for example, inventory or other goods, accounts, instruments, chattel paper, or securities or other investment property. See UCC § 9-102(a)(42). Examples of general intangibles range from trademarks to taxicab medallions, and centrally for purposes of this article, the category includes most LLC and partnership interests. (LLC or partnership interests may alternatively be classified as securities, using an opt-in process discussed in Part II.C.)

The other key type of property for purposes of this article is payment intangibles, which is a subset of general intangibles. The distinction between a general intangible that is also a payment intangible on one hand, and a general intangible that is not a payment intangible on the other, is that the former includes only general intangibles under which the "principal obligation" of the "account debtor" is "a monetary obligation." § 9-102(a)(62). In this article, the important term "account debtor" may be understood simply as the entity that is obligated on a payment intangible or other general intangible, i.e., the LLC or partnership itself as opposed to its members or partners. To determine whether the "principal obligation" is "monetary," one must weigh the relative importance of a member's or partner's governance and economic rights: if the LLC's or partnership's principal obligation in respect of the ownership interest is economic and thus "monetary," then the ownership interest is a general intangible that is also a payment intangible (or simply "payment intangible" for short). Otherwise, the ownership interest is a general intangible that is not a payment intangible. In general, if a member or partner has governance rights that the LLC or partnership is obligated to respect, the ownership interest is likely a general intangible that is not a payment intangible.

This distinction between payment intangibles and other general intangibles affects Article 9's scope, which is crucial to understanding the overrides because of course the overrides apply only within that scope. Article 9's scope includes two principal types of transactions relevant to this article: interests in either payment intangibles or other general intangibles that secure a loan or another obligation (referred to in this article as ordinary security interests), and outright sales of

payment intangibles. In fact, outright sales of payment intangibles are statutorily defined in Article 9 as “security interests,” purely as a matter of terminological convenience, because many (though not all) of Article 9’s rules for ordinary security interests also apply directly to sales of payment intangibles. By contrast, Article 9’s scope does not include outright sales of general intangibles that are not payment intangibles, because most of such sales have little enough in common with ordinary security interests that inclusion would not be sensible. (The boundary between an outright sale of property and an ordinary security interest in the property is not always self-evident, but that topic is beyond the scope of this article. See, e.g., § 9-109 cmt. 4.) One final note on Article 9’s scope is that transfers by gift or, generally, transfers by operation of law are not covered.

Bringing these strands together, Article 9 typically does not apply at all to the most common kind of transfer in this area—namely, outright sales of a member’s or partner’s complete ownership interest—because such a transaction is typically the sale of a general intangible that is not a payment intangible. By the same token, Article 9 does not apply to outright sales of a member’s or partner’s governance rights alone. But Article 9 does apply, and hence its overrides discussed below might apply, to ordinary security interests in complete ownership interests; to ordinary security interests in economic rights alone; and to outright sales of economic rights alone.

The fact that Article 9 applies to a particular transaction, though, does not necessarily mean that there is a practical conflict between an Article 9 override and the pick-your-partner principle. Whether a practical conflict exists depends on three elements. First, do the applicable statutes governing the organization directly restrict transfers? Such restrictions are universal or nearly so in the case of governance rights and complete ownership interests (e.g., ULLCA § 407(b)(2) (2013)), but they are nonexistent or nearly so in the case of economic rights (e.g., *id.* § 502(a)). Second, do the LLC’s or partnership’s own organic documents alter (or perhaps track) the statutory law just mentioned, for example by restricting transfers of economic rights? Organizations may indeed adopt restrictions on the transfer of economic rights, in order to ensure that all owners retain their economic stake in the organization and, as a result, have reasonably well-aligned governance incentives. And finally, if a restriction on transfer is imposed by either of the foregoing sources, does one of the Article 9 overrides invalidate or limit the restriction?

II. Navigating Unamended §§ 9-406 and 9-408

Part of what makes Article 9’s overrides of anti-assignment provisions difficult is that they appear in two separate sections that are phrased quite similarly, but have subtle distinctions, and do not overlap. The first override, in § 9-406, is relatively strong and simple in its effects, but it applies to only a narrow set of transactions. The second override, in § 9-408, applies more broadly and is more complex in its provisions that apply to LLC and partnership interests, but it has only relatively weak effects on the transactions to which it applies. Taking into account the narrowness of the first and the weakness of the second, plus the availability of the opt-in process discussed in Part II.C, the overrides have generally not posed substantial problems for those who seek the protection of the pick-your-partner principle. On the other hand, general conclusions only take one so far in particular transactions.

A. Section 9-406

Article 9's first override, beginning at § 9-406(d), invalidates any "term in an agreement between an account debtor and an assignor" to the extent that that term "prohibits, restricts, or requires the consent of . . . the account debtor" to "the assignment or transfer of, or the creation, attachment, perfection, or enforcement of a security interest in . . . the payment intangible." The simplicity of this provision is evident from its shortness, and the strength of this provision is that it overrides restrictions on all aspects of security interests, including "enforcement," as further discussed below.

The § 9-406 override is narrow, however, in three important ways. First, it applies only to payment intangibles (leaving aside its application to other types of property not relevant to this article), and only to ordinary security interests in them. See § 9-406(e). In other words, the override does not apply to transfers of governance rights, in either an outright sale or an ordinary security interest; and it does not apply to transfers of a complete ownership interest in either an outright sale or an ordinary security interest, assuming that the complete ownership interest is a general intangible that is not a payment intangible. Nor does the override apply to an outright sale of a payment intangible (other than a foreclosure sale or a secured party's acceptance of the payment intangible in satisfaction of the obligation it secures). See the discussion of § 9-408 in Part II.B. The narrowness of the § 9-406 override is important as a practical matter because when an LLC's or partnership's organic documents impose restrictions on transfer, the restrictions sometimes apply by their own terms only to governance rights or complete ownership interests, not to purely economic rights (classified as payment intangibles) in the first place.

Second, the § 9-406 override has no effect on an anti-assignment clause in an agreement among the organization's members or partners *inter se*, as opposed to terms in an agreement with the organization itself. This is because the override applies only to terms in an agreement with "an account debtor" and the assignor/transferor, and as noted in Part I, the LLC or partnership itself, rather than the other members or partners, is the account debtor in this context. Moreover, there may be substantial grounds to question whether the override applies even to an anti-assignment clause that is set forth directly in the organization's operating agreement, partnership agreement or other organic documents, because as a formal matter, an LLC or partnership is usually not a party to these agreements. On the other hand, substance-over-form arguments should be borne in mind on this point.

Third and relatedly, if the term of the agreement imposes a consent requirement, the override applies only if the consent required is that of the LLC or partnership itself, as opposed to one or more members or partners. For example, if an LLC is member-managed, the agreement will almost certainly require the consent of the members, and accordingly, the override will not apply to that requirement.

B. Section 9-408

Article 9's other override, beginning at § 9-408(a), invalidates any term in "an agreement between an account debtor and a debtor which relates to . . . a general intangible" that "prohibits, restricts, or requires the consent of . . . the account debtor" to "the assignment or transfer of, or

creation, attachment, or perfection of a security interest in . . . the . . . general intangible.” It also invalidates any provision of a statute or other rule of law that similarly “prohibits, restricts, or requires the consent of . . . [an] account debtor” to “the assignment or transfer of, or creation of a security interest in, a . . . general intangible.” Thus § 9-408 is more complex than § 9-406 as applied to LLC and partnership interests, because it overrides not only terms of agreements, but also statutes or other rules of law. (Although § 9-406 also overrides some statutes or other rules of law, it does so only for classifications of collateral that are not relevant to this article.)

Section 9-408 is also broader than § 9-406 in two additional ways. First, it applies to a broader range of transactions, namely outright sales of payment intangibles (statutorily included in Article 9’s term “security interest,” as noted in Part I) and ordinary security interests in general intangibles that are not payment intangibles. Outright sales of economic rights, covered here, perhaps are more common than ordinary security interests in them, covered in §9-406; and certainly general intangibles that are not payment intangibles is the most common classification of an LLC or partnership interest.

Second, the statutes that § 9-408 overrides are of broad applicability because they are restrictions on the transfer of general intangibles that are not payment intangibles, i.e., virtually all complete ownership interests, plus all governance rights taken alone. As a practical matter, such statutory restrictions are nearly universal in this area, though a particular organization’s organic documents may sometimes alter the statutory default rules.

On the other hand, just as for § 9-406 above, § 9-408 does not apply to an anti-assignment clause in an agreement among the organization’s members or partners *inter se*, as opposed to an agreement with the organization itself. Similarly, and again just as for § 9-406, if the term of the agreement imposes a consent requirement, § 9-408 applies only if the consent required is that of the organization itself, as opposed to one or more members or partners. This override of consent requirements, in § 9-408 unlike § 9-406, extends to statutes as well as terms in an agreement, but nonetheless only if the consent required is that of the organization itself as opposed to one or more members or partners—but this is not how the LLC and partnership statutes work. Instead, the statutes place the power to give or withhold consent in the hands of the members or partners themselves.

The feature of this override that makes its effects relatively weak, and thereby substantially accommodates parties seeking the protection of the pick-your-partner principle, is that § 9-408 invalidates restrictions only on the “creation, attachment, or perfection” of security interests. It does not, unlike § 9-406, invalidate restrictions on “enforcement” of security interests. Subsection 9-408(d) amplifies on this point by specifying among other things that, even giving effect to the § 9-408 override, a security interest that is subject to an otherwise enforceable restriction is “not enforceable” against the “account debtor” (i.e., the LLC or partnership itself), and “does not entitle the secured party to enforce the security interest.” In other words, under § 9-408, a security interest (including an outright sale of a payment intangible) may go forward as between the transferor and transferee, but not as between the transferee and the LLC or partnership. The secured party acquires property rights (an ordinary security interest or an ownership interest) to the transferring member’s or partner’s ownership interest, and the value of these rights would be respected, for example in a bankruptcy of the transferor, or as applied to

proceeds from a transfer not affected by a restriction. See UCC § 9-408 cmt. 7. But the secured party is nonetheless without power of its own to step into the transferor's shoes and exercise the transferor's governance or economic rights.

Summarizing the substance of the two overrides, it is useful to think in terms of four permutations, based on the two classifications of collateral and the two forms of transaction. First, an outright sale of a general intangible that is not a payment intangible is not within the scope of Article 9, so neither override applies. Second, with an ordinary security interest in a general intangible that is not a payment intangible, the relatively weak override in § 9-408 applies, so that the secured party cannot enforce the transferred governance or economic rights against the organization. Third, with an outright sale of a payment intangible, again the relatively weak override in § 9-408 applies, so that the secured party cannot enforce the transferred rights against the organization. And fourth, with an ordinary security interest in a payment intangible, the relatively strong override in § 9-406 applies, so that the secured party can enforce the transferred rights against the organization. The Permanent Editorial Board for the Uniform Commercial Code (P.E.B.) is considering issuing a report that would further detail the application of both overrides to LLC and partnership interests.

C. Opting into Article 8

Neither of the Article 9 overrides applies to property that is a security as defined in UCC Article 8. This is because securities are classified by Article 9 as “investment property” rather than as general intangibles or, *a fortiori*, payment intangibles.

The term “security” generally does not include ownership interests in LLCs and partnerships, but it does include them if the “terms” of the ownership interest “expressly provide that it is a security” governed by Article 8. See §§ 8-102(a)(15), 8-103(c). Hence, one established way for transactional lawyers to avoid the overrides altogether is to have the organization “opt in” to Article 8 by adopting appropriate provisions in its organic documents. Related measures include providing for the security to be certificated or uncertificated, and preventing the organization from opting back out of Article 8 without the consent of the parties concerned.

III. The 2018 Amendments, Non-Uniform Amendments, and Choice of Law

Compared to the complex analysis in Part II, enactment of the 2018 amendments will markedly simplify the law in this area, eliminating the possible conflicts with the pick-your-partner principle that can remain despite the exceptions in §§ 9-406 and 9-408, and without the need for an Article 8 opt-in.

The 2018 amendments statutorily provide that Article 9's overrides do not apply to “a security interest in an ownership interest in a general partnership, limited partnership, or limited liability company.” (In § 9-406, this language appears in a new subsection (k), which explicitly applies to subsections (d), (f), and (j). In § 9-408, the same language appears in a new subsection (f), which explicitly applies to the entire section.) A new comment to § 9-408 reads:

This section does not apply to an ownership interest in a limited liability company, limited partnership, or general partnership, regardless of the name of the interest and whether the interest: (i) pertains to economic rights, governance rights, or both; (ii) arises under: (a) an operating agreement, the applicable limited liability company act, or both; or (b) a partnership agreement, the applicable partnership act, or both; or (iii) is owned by: (a) a member of a company or transferee or assignee of a member; or (b) a partner or a transferee or assignee of a partner; or (iv) comprises contractual, property, other rights, or some combination thereof.

A new comment to § 9-406 provides that the § 9-408 comment applies to § 9-406 as well.

By excluding from the overrides “a security interest” in an ownership interest, the 2018 amendments permit outright sales of payment intangibles to go forward, as well as ordinary security interests in payment intangibles, and ordinary security interests in general intangibles that are not payment intangibles. The overrides remain in effect for general intangibles that are not LLC or partnership interests and for other classifications of personal property that are not relevant to this article.

The 2018 amendments were initially recommended by the P.E.B. in conjunction with representatives from the Joint Editorial Board on Uniform Unincorporated Organization Acts. They were then approved in accordance with the respective procedures of the UCC’s two sponsoring organizations, the American Law Institute and the Uniform Law Commission. As a result, they are now a part of the UCC’s official text.

At the time of this writing, it is too early for the 2018 amendments to have been enacted in any jurisdiction. On the other hand, in recent years a number of states, led by Delaware, have enacted non-uniform provisions having the same thrust. Some of the non-uniform provisions appear in the enacting states’ UCC; others appear in their LLC and partnership organizational statutes; and others appear in both spots, as belt and suspenders and to ensure they will be found.

An important conflict-of-laws question can arise if a transaction involves elements from more than one jurisdiction, one of which has the unamended Article 9 overrides, and another of which has an eventual enactment of the 2018 amendments (or an existing, comparable non-uniform provision). Article 9’s conflicts rule for perfection and priority of security interests in general intangibles does not apply to the treatment of transfer restrictions, because this issue is neither “perfection,” “the effect of perfection or nonperfection,” nor “priority.” See § 9-301(1). Article 1’s main catch-all conflicts rule, which leaves some conflicts questions to the agreement of the parties, would also generally be inappropriate here because transfer restrictions inherently present a three-party question that is not amenable to treatment by two-party agreement. See § 1-301(a). Accordingly, a choice-of-law clause in the security agreement or other agreement between transferor and transferee does not control, as Comment 3 to § 9-401 makes clear. Instead, one would hope that a court would apply the version of the overrides enacted by the jurisdiction in which the entity is organized, as the same Comment assumes. (The “internal affairs” doctrine in business entity law would also be consistent with such an outcome, although of course, restrictions on transfers to nonmembers or nonpartners are not strictly internal affairs issues.) In any case, the bottom line is that real certainty in this area will most promisingly have

to come from broad enactment of the 2018 amendments. The members of each state's Uniform Law Commission delegation can often be of direct help in those enactment efforts.

IV. Conclusion

The 2018 amendments will protect the pick-your-partner principle while also greatly simplifying and clarifying its interactions with Article 9. By the same token, as is often true of simple rules, the 2018 amendments may also sometimes reach more broadly than really needed, for example by preventing simple attachment and perfection, without enforcement, of a security interest in a complete ownership interest. However, those transactions can continue to go forward despite the 2018 amendments by means of, for example, the Article 8 opt-in, or other amendment or waiver of the organization's organic documents. On balance, the gains in this area from simplicity and clarity should clearly outweigh the losses from the occasional extra burden to an Article 9 transaction.

State Overrides of UCC Sections 9-406 and 9-408

Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
Alabama	No		No		Yes. Ala. Code § 10A-5A-1.06	“(e) Sections 7-9A-406 and 7-9A-408 of the Uniform Commercial Code, and all successor statutes thereto, do not apply to any interest in a limited liability company, including all rights, powers, and interests arising under a limited liability company agreement or this chapter. This provision prevails over Sections 7-9A-406 and 7-9A-408 of the Uniform Commercial Code, and all successor statutes thereto, and is expressly intended to permit the enforcement of the provisions of a limited liability company agreement that would otherwise be ineffective under sections 7-9A-406 and 7-9A-408 of the Uniform Commercial Code, and all successor statutes thereto.	Yes Ala. Code § 10A-9-7.02 (2015)	“(h) Limitations on the transfer of transferable interests set forth in Sections 10A-9-7.01 to 10A-9-7.04 and limitations on the transfer of transferable interests set forth in the partnership agreement are enforceable notwithstanding Sections 7-9A-406 and 7-9A-408.”	No	
Alaska	No		No		No		No		No	
Arizona	No		No		No		No		No	
Arkansas	No		No		No		No		No	
California	No		No		No		No		No	
Colorado	Yes Colo. Rev. Stat. § 4-9-406	“(l) As specified in section 7-90-104, C.R.S., subsections (d) to (f) of this section do not apply to the assignment or the transfer of, or the creation of a security interest in, an owner’s interest as defined in section 7-90-102(44), C.R.S.”	Yes Colo. Rev. Stat. § 4-9-408	“(g) As specified in section 7-90-104, C.R.S., this section does not apply to the assignment or the transfer of, or the creation of a security interest in, an owner’s interest as defined in section 7-90-102(44), C.R.S.”	Yes Colo. Rev. Stat. § 7-90-104 (2015)	“Sections 4-9-406 and 4-9-408, C.R.S., shall not apply to an owner’s interest.”	Yes Colo. Rev. Stat. § 7-90-104 (2015)	“Sections 4-9-406 and 4-9-408, C.R.S., shall not apply to an owner’s interest.”	Yes Colo. Rev. Stat. § 7-90-104 (2015)	“Sections 4-9-406 and 4-9-408, C.R.S., shall not apply to an owner’s interest.”
Connecticut	No		No		No		No		No	

State Overrides of UCC Sections 9-406 and 9-408

Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
Delaware	Yes De. Code. Ann. Tit. 6, § 9-406 (West 2015)	Specific provision subsection (i)(5)	Yes De. Code. Ann. tit. 6, § 9-408 (West 2015)	Specific provision subsection (e)	Yes Del. Code. Ann. tit. 6, § 18-1101 (West 2015)	“(g) Sections 9-406 and 9-408 of this title do not apply to any interest in a limited liability company, including all rights, powers and interests arising under a limited liability agreement or this chapter. This provision prevails over §§ 9-406 and 9-408 of this title.”	Yes Del. Code Ann. tit. 6, § 17-1101 (West 2015)	“(g) Sections 9-406 and 9-408 of this title do not apply to any interest in a limited partnership, including all rights, powers and interests arising under a partnership agreement or this chapter. This provision prevails over §§ 9-406 and 9-408 of this title.”	Yes Del. Code Ann. tit. 6, § 15-104 (West 2015)	“(c) Sections 9-406 and 9-408 of this title do not apply to any interest in a domestic partnership, including all rights, powers and interests arising under a partnership agreement or this chapter. This provision prevails over §§ 9-406 and 9-408 of this title.”
DC	No		No		No		No		No	
Florida	No		No		No		No		No	
Georgia	No		No		No		No		No	
Hawaii	No		No		No		No		No	
Idaho	No		No		No		No		No	
Illinois	No		No		No		No		No	
Indiana	No		No		No		No		No	
Iowa	No		No		No		No		No	
Kansas	No		No		Yes K.S.A. § 17-76, 134	“(g) K.S.A. 84-9-406 and 84-9-408, and amendments thereto, do not apply to any interest in a limited liability company, including all rights, powers and interests arising under an operating agreement or this act. This provision prevails over K.S.A. 84-9-406 and 84-9-408, and amendments thereto.”	No		No	
Kentucky	No		No		Yes Ky. Rev. Stat. Ann. § 275.255	“(4) Limitations upon the assignment or pledge of a membership interest set forth or adopted in accordance with this section shall be enforced notwithstanding KRS 355.9-406 and 355.9-408.”	Yes Ky. Rev. Stat. Ann. § 362.2-702 (West 2015)	“(8) Limitations upon transfer set forth in KRS 362.2-701 to 362.2-704 or adopted by the partners in accordance with this subchapter are enforceable notwithstanding KRS 355.9-406 and 355.9-408.”	Yes Ky. Rev. Stat. Ann. § 362.1-503 (West 2015)	“(7) Limitations upon transfer set forth in KRS 362.1-501 to 362.1-504 or adopted by the partners in accordance with this subchapter are enforceable notwithstanding KRS 355.9-406 and 355.9-408.”
Louisiana	No		No		No		No		No	

State Overrides of UCC Sections 9-406 and 9-408

Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
Maine	No		No		Yes Maine Stat. tit. 31 § 1507	“5. Assignments. Title 11, sections 9-1406 and 9-1408 do not apply to any interest in a limited liability company, including all rights, powers and interests arising under a limited liability company agreement or this chapter. This subsection prevails over Title 11, sections 9-1406 and 9-1408 and is intended to permit the enforcement of the provisions of a limited liability company agreement that would otherwise be ineffective under Title 11, sections 9-1406 and 9-1408.”	No		No	
Maryland	No		No		No		No		No	
Massachusetts	No	Mass. HB 57 (2019) – Introduced Feb. 25, 2019 Pending, no movement currently	No	Mass. HB 57 (2019) – Introduced Feb. 25, 2019 Pending, no movement currently	No		No		No	
Michigan	No		No		No		No		No	
Minnesota	No		No		No		No		No	

State Overrides of UCC Sections 9-406 and 9-408

Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
Mississippi	No		No		Yes Miss. Code Ann. § 79-29-711 (West 2015)	“Sections 75-9-406 and 75-9-408 do not apply to a member’s financial interest in a domestic limited liability company, including the rights, powers and interests arising under the limited liability company’s certificate of formation or operating agreement or under this chapter. To the extent of any conflict or inconsistency between this section and Sections 75-9-406 and 75-9-408, this section prevails. It is the express intent of this section to permit the enforcement, as an agreement among the members of a limited liability company, of any provision of an operating agreement that would otherwise be ineffective under Sections 75-9-406 and 75-9-408.”	Yes Miss. Code Ann. § 79-14-706 (West 2015)	“Sections 75-9-406 and 75-9-408 do not apply to a limited partnership interest in a limited partnership formed under the laws of Mississippi, including the rights, powers and interests arising under the certificate of limited partnership or limited partnership agreement or under this chapter. To the extent of any conflict or inconsistency between this section and Sections 75-9-406 and 75-9-408, this section prevails. It is the express intent of this section to permit the enforcement, as a contract among the partners of a limited partnership, of any provision of a limited partnership agreement that would otherwise be ineffective under Sections 75-9-406 and 75-9-408.”	Yes Miss. Code Ann. § 79-13-505 (West 2015)	“Sections 75-9-406 and 75-9-408 do not apply to a partnership interest in a partnership formed under the laws of Mississippi, including the rights, powers and interests arising under the certificate of partnership or partnership agreement or under this chapter. To the extent of any conflict or inconsistency between this section and Sections 75-9-406 and 75-9-408, this section prevails. It is the express intent of this section to permit the enforcement, as a contract among the partners of a partnership, of any provision of a partnership agreement that would otherwise be ineffective under Sections 75-9-406 and 75-9-408.”
Missouri	No		No		No		No		No	
Montana	No		No		No		No		No	
Nebraska	No		No		No		No		No	
Nevada	No		No		No		No		No	
New Hampshire	No		No		Yes N.H. Rev. Stat. Ann. § 304-C:202 (2015)	“The provisions of RSA 382-A:9-406 and RSA 382-A:9-408 shall not apply to any interest in a limited liability company, including all rights, powers, and interests arising under an operating agreement or under this act. The provisions of this section shall prevail over the provisions of RSA 382-A:9-406 and RSA 382-A:9-408.”	No		No	
New Jersey	No		No		No		No		No	
New Mexico	No		No		No		No		No	
New York	No		No		No		No		No	

State Overrides of UCC Sections 9-406 and 9-408

Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
North Carolina	Yes N.C. Gen. Stat. Ann. § 25-9-406 (West 2014)	“This section does not apply to an assignment of a health-care-insurance receivable or an interest in a partnership or limited liability company.”	Yes N.C. Gen. Stat. Ann. § 25-9-408 (West 2014)	“This section does not apply to an assignment of an interest in a partnership or limited liability company.”	Yes N.C. Gen. Stat. Ann. § 57D-10-02 (West 2015)	“(d) G.S. 25-9-406 and G.S. 25-9-408 do not apply to any ownership interest or any portion thereof, including any economic interest. To the extent of any conflict or inconsistency between this subsection and G.S. 25-9-406 and G.S. 25-9-408, this subsection prevails. Accordingly, neither G.S. 25-9-406 nor G.S. 25-9-408 will render invalid, unenforceable, or ineffective any contrary or inconsistent provision contained in an operating agreement.”	No		No	
North Dakota	No		No		No		No		No	
Ohio	No		No		No		No		Yes Ohio Rev. Code Ann. § 1776.49 (2015)	“(G) Sections 1309.406 and 1309.408 of the Revised Code do not apply to any partnership interest in a partnership formed under this chapter.”
Oklahoma	No		No		No		No		No	
Oregon	No		No		No		No		No	
Pennsylvania	No		No		No		No		No	
Puerto Rico	No		No		No		No		No	
Rhode Island	No		No		No		No		No	
South Carolina	No		No		No		No		No	
South Dakota	No		No		No		No		No	
Tennessee	No		No		No		No		No	

State Overrides of UCC Sections 9-406 and 9-408
Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
Texas	Yes Tex. Bus. & Com. Code Ann. § 9.406 (Vernon 2013)	“(j) This section does not apply to an interest in a partnership or limited liability company.”	Yes. Tex. Bus. & Com. Code Ann. § 9.408 (Vernon 2013)	“(e) This section does not apply to an interest in a partnership or limited liability company.”	Yes Tex. Bus. Orgs. Code Ann. § 101.106 (Vernon 2013)	“(c) Sections 9.406 and 9.408, Business & Commerce Code, do not apply to a membership interest in a limited liability company, including the rights, powers, and interests arising under the company’s certificate of formation or company agreement under this code. To the extent of any conflict between this subsection and Section 9.406 or 9.408, Business & Commerce Code, this subsection controls. It is the express intent of this subsection to permit the enforcement, as a contract among the members of a limited liability company, of any provision of a company agreement that would otherwise be ineffective under Section 9.406 or 9.408, Business & Commerce Code.”	Yes Tex. Bus. Orgs. Code Ann. § 154.001 (Vernon 2013)	“(d) Sections 9.406 and 9.408, Business & Commerce Code, do not apply to a partnership interest in a partnership, including the rights, powers, and interests arising under the governing documents of the partnership or under this code. To the extent of any conflict between this subsection and Section 9.406 or 9.408, Business & Commerce Code, this subsection controls. It is the express intent of this subsection to permit the enforcement, as a contract among the partners of a partnership, of any provision of a partnership agreement that would otherwise be ineffective under Section 9.406 or 9.408, Business & Commerce Code.”	Yes Tex. Bus. Orgs. Code Ann. § 154.001 (Vernon 2013)	“(d) Sections 9.406 and 9.408, Business & Commerce Code, do not apply to a partnership interest in a partnership, including the rights, powers, and interests arising under the governing documents of the partnership or under this code. To the extent of any conflict between this subsection and Section 9.406 or 9.408, Business & Commerce Code, this subsection controls. It is the express intent of this subsection to permit the enforcement, as a contract among the partners of a partnership, of any provision of a partnership agreement that would otherwise be ineffective under Section 9.406 or 9.408, Business & Commerce Code.”
Utah	No		No		No		No		No	
USVI	No		No		No		No		No	
Vermont	No		No		No		No		No	

State Overrides of UCC Sections 9-406 and 9-408

Last Updated 12/11/19

State	Amend §9-406	Comments	Amend §9-408	Comments	Amend LLC Act	Comments	Amend LP Act	Comments	Amend Partnership Act	Comments
Virginia	Yes Va. Code Ann. § 8.9A-406 (West)	“(k) Inapplicability to partnership and limited liability company interests. This section does not apply to an interest in a partnership or limited liability company.”	Yes Va. Code Ann. § 8.9A-408 (West)	“(g) Inapplicability to partnership and limited liability company interests. This section does not apply to an interest in a partnership or limited liability company.”	Yes Va. Code Ann. § 13.1-1001.1 (West 2015)	“B. Sections 9-406 and 9-408 of the Uniform Commercial Code, including §§ 8.9A-406 and 8.9A-408, do not apply to any interest in a limited liability company, including all rights, powers and interests arising under the articles of organization or operating agreement of a limited liability company or this chapter. This provision prevails over §§ 8.9A-406 and 8.9A-408, and is expressly intended to permit the enforcement as a fundamental matter of contract among the members of a limited liability company of any provision of an operating agreement that would otherwise be ineffective under § 9-406 or § 9-408 of the Uniform Commercial Code.”	Yes Va. Code Ann. § 50-73.84 (West 2015)	“C. Sections 9-406 and 9-408 of the Uniform Commercial Code, including §§ 8.9A-406 and 8.9A-408, do not apply to any interest in a partnership, including all rights, powers and interests arising under the partnership agreement of a partnership, Chapter 2.1 (§ 50-73.1 et seq.) of this title, or this chapter. This provision prevails over §§ 8.9A-406 and 8.9A-408, and is expressly intended to permit the enforcement as a fundamental matter of contract among the partners of a partnership of any provision of a partnership agreement that would otherwise be ineffective under § 9-406 or § 9-408 of the Uniform Commercial Code.”	Yes Va. Code Ann. § 50-73.84 (West 2015)	“C. Sections 9-406 and 9-408 of the Uniform Commercial Code, including §§ 8.9A-406 and 8.9A-408, do not apply to any interest in a partnership, including all rights, powers and interests arising under the partnership agreement of a partnership, Chapter 2.1 (§ 50-73.1 et seq.) of this title, or this chapter. This provision prevails over §§ 8.9A-406 and 8.9A-408, and is expressly intended to permit the enforcement as a fundamental matter of contract among the partners of a partnership of any provision of a partnership agreement that would otherwise be ineffective under § 9-406 or § 9-408 of the Uniform Commercial Code.”
Washington	No		No		No		No		No	
West Virginia	No		No		No		No		No	
Wisconsin	No		No		No		No		No	
Wyoming	No		No		No		No		No	

Exhibit

F

ANALYSIS OF PROPOSED LEGISLATION TO AMEND STATUTORY PROVISIONS REGARDING SERVICE OR PROCESS IN FLORIDA

White Paper

Submission by the Business Law Section of The Florida Bar

June 1, 2021

I. Background and Introduction

In 2019, the Business Law Section of The Florida Bar (BLS) empaneled a Task Force to consider possible amendments to the statutes governing service of original process¹ in Florida. During the course of its review and analysis of the service of process provisions relating to corporations under Chapter 607, Florida Statutes, another BLS task force involved in a review and preparation of possible amendments to Chapter 607, Florida States, had requested the formation of a separate task force, comprised of business litigators as well as business transactional attorneys, to examine the subject of service of process on all types of business entities.

The Task Force was comprised of practitioners of diverse practices and legal backgrounds. The members conducted a detailed review of the applicable

¹ Original process is considered to be an original writ or summons issued by the authority of a court as the first step in a lawsuit, including a notice to the party being served when to appear and make a defense. Contrastingly, mesne process is process issued during the course of a legal proceeding, whereas final process is considered to be a writ of execution pursuant to a judgment issued at the conclusion of a legal proceeding.

statutes, researched pertinent judicial decisions, federal law, and the law of other states and held regular periodic meetings to discuss various proposals.

As a result of its study and deliberations, the Task Force adopted several primary goals: (1) simplify the methods of service of process on business entities to eliminate redundancies and inconsistencies, (2) clarify the statutory scheme to avoid confusion, (3) better elucidate the methods for effectuating service of process in foreign countries, and (4) modernize the methods and procedures for service of process on business entities, while ensuring compliance with fundamental notions of due process.

II. Consolidation of Statutory Provisions regarding Service of Process on Business Entities

In addition to Chapter 48, several substantive statutes addressing the formation, governance, and operation of domestic and foreign business entities in this state also include provisions setting forth methods and procedures for service of process on those entities. In some instances, this has led to confusion among practitioners and the courts, has created uncertainty, and has complicated compliance with the requirements of service of process in actions in Florida courts. *See, e.g., Green Emerald Homes, LLC vs. Nationstar Mortg., LLC*, 210 So.3d 263, 264-265 (Fla. 2d DCA 2017) (section 605.0117(3)

authorizing plaintiff to serve a limited liability company through substituted service on the Secretary of State did not create a new, independent method of effecting substituted service, and plaintiff must still comply with the notice requirements in section 48); *Jupiter House LLC v. Deutsche Bank Nat'l Trust Co.*, 198 So.3d 1122 (Fla. 4th DCA 2016) (same); *but compare Magnolia Court, LLC v. Moon, LLC*, 299 So.3d 423 (Fla. 3d DCA 2019) (party serving Secretary of State as agent for unregistered foreign LLC under Section 605.904(6) was not required to comply with notice requirements of Chapter 48).

The Task Force believes that it would eliminate redundancies, uncertainties, and possible conflicts, as well as simplify and enhance compliance and improve the ability to effectuate valid service, if *all* of the requirements for service of process on business entities were placed within Chapter 48. Accordingly, the Task Force proposes to eliminate the provisions regarding service of process on limited partnerships under Chapter 620, limited liability companies under Chapter 605, and corporations under Chapter 607 and 617, and to instead simply cross-reference in these entity statutes to the applicable provisions under Chapter 48.

III. Changes to the Methods of Personal Service of Process on Business Entities

A. Service on the Registered Agent

Section 48.062, Florida Statutes, currently provides for personal service of process to be made upon the registered agent of a limited liability company (LLC), domestic or foreign, unless such service cannot be made because (i) the LLC has failed to comply with the requirements for establishment and maintenance of a registered agent, (ii) the LLC does not have a registered agent, or (iii) the registered agent cannot with “reasonable diligence” be served. In any such instance, service may be effectuated by personally serving a member of a member-managed LLC, a manager of a manager-managed LLC, or an employee that they designate, and, after one attempt to serve a member, manager, or designated employee has been made, process may be served on the person in charge of the LLC during regular business hours. Then, if after reasonable diligence personal service of process cannot be completed, substituted process may be effectuated on the Florida Secretary of State.

As for service on corporation, personal service of process currently may be effectuated under Section 48.081 either through a hierarchy of listed officers (president, vice president, or other head of the corporation, and, in his or her absence, on the cashier, treasurer, secretary, or manager, and, in his or her absence on the any director, etc.) *or, alternatively*, on the registered agent of the corporation (emphasis added). Substituted service of process may also be

made on the Florida Secretary of State under sections 48.161 if personal service cannot be made on any of these individuals after due diligence.

The Task Force believes that it would simplify service of process to require parties to initially attempt to effectuate service through the designated registered agent in respect to all business entities, domestic or foreign, that are required to have a registered agent or are permitted to have one and elect to do so.

Moreover, a primary responsibility of a registered agent is to accept process on behalf of a business entity; thus, making the registered agent the primary designee for service of process should best ensure that those in charge of the entity receive actual notice of the lawsuit and understand the significance and consequences of the service of process.

The Task Force further proposes to expand Section 48.091, which sets forth the requirements for designation of registered agents and registered offices so as to specially apply to partnerships electing to register, limited partnerships, limited liability limited partnerships, and limited liability companies as well as to corporations.

B. Waterfall System

Of course, we are aware that business entities may not always comply with the requirements relating to designating or maintaining their registered agents and office, so that parties, as permitted under existing law, should also have the ability when there is no such designated registered agent in place to effectuate service of process by serving responsible individuals involved in the governance and operations of the entity, which also serves to provide actual notice of the lawsuit to the entity.

The Task Force believes that while an attempt should first be made to serve the registered agent, extensive searches and repeated attempts to serve the registered agent should not be required. A single good faith attempt should suffice. See proposed amendments to Sections 48.062(2) and 48.081(2), Florida Statutes.

Moreover, the existing requirements under Section 48.081 for securing personal service on a corporation, which can require repeated attempts to serve process through a hierarchy of designated officers and directors, can be overly time consuming, burdensome, and expensive, and, in the Task Force's view, are not necessary to comply with due process standards of notice. Instead, the Task Force purposes that, if service of process cannot be made on

the registered agent after a single attempt due to failure of the business entity to comply with the requirements regarding designation and maintenance of registered agents and registered offices, then service may be made on either “the chair of the board, the president, any vice president, the secretary, or the treasurer of the corporation” or on “any person listed publicly by the [corporation] on its latest annual report, as recently amended.” See proposed Section 48.081(2)(ii), Florida Statutes. The party seeking to serve process therefore is not required to attempt *seriatim* to serve a lengthy list corporate officers or director, with the ability to serve the individual occupy the next position on the list only after attempting unsuccessfully to serve the higher-ranked individual. Instead, the proposed revised statute sets forth a list of positions among whom the party seeking to effectuate service can choose to serve without having to try to first serve any others on the list.

As for service on partnerships, since Chapter 620 now allows, but does not require, registration of general partnerships with the Florida Secretary of State and appointment of registered agents, the Task Force proposes to add a provision to section 48.061(1) allowing service of process on the registered agent, if one has been appointed. Furthermore, the Task Force proposes that a party seeking to serve a domestic limited partnership or a limited liability partnership (or a foreign

limited partnership or foreign limited liability partnership that conducts business in the state and that files a statement of foreign qualification) must first attempt service on the entity's designated agent for service of process prior to seeking to serve a general partner. *See* proposed Sections 48.061(2) and (3).

Finally, the provisions of Section 48.101, which by its terms expressly applies only to service on dissolved corporations, should be broadened to also apply to service on dissolved limited liability companies, limited partnerships, and limited liability partnerships.

IV. Serving Process through Substituted Service on the Secretary of State

A. Delivery of Substituted Process to the Secretary of State

Florida law has long allowed service of process to be effectuated on certain individuals and business entities through substituted process on the Secretary of State when a party is unable after due diligence to personally serve the individual or the business entity's representative. Section 48.161 provides the actual methodology for effectuating service by substituted process, whereas Section 48.181 provides the jurisdictional basis for substituted service of

process on nonresident individuals and business entities doing business in the state.²

With respect to the methodology for effectuating service of substituted process, the Task Force initially proposes to amend Section 48.161, as well as Section 15.16 (3), Florida Statutes, to permit the party seeking to effectuate service, as an alternative to using personal delivery or mail delivery to the Secretary of State as currently allowed, to submit the process to the Secretary of State, and to pay the requisite fee, electronically or to use a commercial courier service, such as UPS or Federal Express. The Task Force consulted the office of the Secretary of State, which concurs that allowing for delivery of process by these methods will be easier and more efficient, both for parties seeking to effectuate service and for the Secretary of State.

B. Delivery of the Notice of Service to the Opposing Party

Moreover, the Task Force believes that to better ensure the opposing party receives actual notice of the substituted service and initiation of the lawsuit, in addition to requiring that the party effectuating service send a notice and copy of

² These statutes seem to be out of order since, from a practical standpoint, the practitioner would generally need to consider the jurisdictional basis for service of process prior to determining the methodology to effectuate service. Nevertheless, given how long these sections have been in the Florida Statutes, we decided not to change the statute numbers.

the process to the opposing party at his, her, or its last known address by registered or certified mail, as currently provided under Section 48.161(2), the statute should be amended not only to *allow* the documents to be sent by commercial courier service in lieu of delivery by mail, but to also require that the documents be sent to opposing party electronically through email or through social media, if those means have been “recently and regularly used” by the parties to communicate between themselves. In this age of almost ubiquitous electronic communications, parties often exchange, prior to the filing of a lawsuit, many emails, text messages or other electronic communications during attempts to resolve their disputes. In such instances, why shouldn’t the same method or methods of communication be used to inform the opposing party that the lawsuit has been filed and to send that party a copy of the summons and complaint?

Indeed, even in the absence of an express requirement under the statute, at least one Florida court has implied that a party using substitute service through the Secretary of State may be required to email the notice and a copy of the process to the opposing party. See *Crystal Springs Partners, Ltd. v. Michael R. Band, P.A.*, 132 So. 3d 1230, 1231 (Fla. 3d DCA 2014) (appellee was obligated to make an "honest and conscientious effort," using knowledge at its command,

to provide the defendant with actual notice of the lawsuit, and failure to mail a copy of the notice of process to defendant at an address for which it had contact information or to email the papers to the defendant at an email used to communicate with its director in the past invalidated the service). On the other hand, the Task Force concluded that it would be too stringent to require notice to be served electronically whenever the parties had used such a method to communicate at any time, and that imposing such a requirement could create a trap for an unwary plaintiff who may have sent only a single email, text message, or communication through social media to an opposing party years before the lawsuit was filed. Thus, we propose that the requirement to send notice of service electronically to the opposing party apply only if the parties “recently and regularly” communicated through those means.

C. Applicability of Substituted Service

Although courts have construed Section 48.181 as broadly applicable to all business entities despite its current express limitation only to corporations, the amendments proposed by the Task Force would make this expanded application explicit. The Task Force would also specifically require that the affidavit of compliance required to be filed by the party seeking to effectuate service under

Section 48.161(2) expressly set forth the facts that justify the need for using substituted service and show that due diligence was exercised in attempting to locate and effectuate personal service on the opposing party, requirements that Florida courts have imposed even in the absence of such a statutory mandate. *See Alvarado-Fernandez v. Mazoff*, 151 So.3d 816 (Fla. 4th DCA), *quoting Wiggam v. Bamford*, 562 So.2d 389, 391 (Fla. 4th DCA 1990) (“Before using the substitute service statutes, a plaintiff must demonstrate the exercise of due diligence in attempting to locate the defendant”). The Task Force also believes that Section 48.181(2), which seems to preclude the use of substituted service if a foreign corporation has a resident agent or officer in Florida, should be clarified to state that substituted service can still be used in such circumstances, but only if service of process is first attempted in the manner required under other provisions of Chapter 48 governing personal service of process on such entities.

The Task Force also proposes to eliminate the provision allowing substituted service on the Secretary of State for any Florida resident who subsequently becomes a non-resident of this state. The provision predates the adoption of Section 48.194, Florida Statutes, which has authorized personal service effectuated outside the state on persons located outside of the state “in the

same manner as service within this state by any person authorized to serve process in the state where the person is served.” Thus, given the ability to serve such persons extra-territorially, the Task Force believes that requiring such persons to be personally served at their new location outside of the state would better comport with standards of due process. Substituted service may still be used, however, with regard to any such person who conceals his, her, or its whereabouts and refuses to accept process.

V. Ability to Seek Leave of Court to Serve Process on Business Entities by “Alternative Means” including Electronic Service

One of the more significant changes proposed by the Task Force would permit a trial court to authorize personal service on a party through alternative methods, including through email or other electronic means, if traditional methods of service have not been effective, rather than requiring the person seeking to effectuate service to resort to substituted service of process through the Secretary of State. See proposed new Section 48.102, Florida Statutes.

The ability to obtain a court-authorized alternative procedure for service of process already exists in the federal courts at least in some instances. Under Federal Rule of Civil Procedure 4(f)(3), a federal district court may authorize service of process on persons located in foreign countries by alternative means

not prohibited by international agreement. At least when other methods of service have been shown to be ineffective, federal courts in Florida have often authorized service by email or other methods of electronic service upon a showing that such alternative methods of service are reasonably calculated to give actual notice to the party. *See, e.g., Seaboard Marine, Ltd., Inc. v. Magnum Freight Corp.*, No. 17 CIV-21815, 2017 WL 7796153, at *2 (S.D. Fla. Sept. 21, 2017) (permitting service by email where it appeared the foreign defendant had been evading service); *see generally Foreign Defendants, You've Got Mail! Substitute Service by Email Increasingly Permitted*, 11 Nat'l L.R. 149 (May 29, 2021). Moreover, although there is no provision in the federal rules explicitly authorizing domestic service of process by such means, some federal courts have authorized service by email or other alternative means of service within the United States on U.S. based attorneys or agents of foreign parties or even on opposing parties themselves. *See, e.g., Bazarian Int'l Fin. Assoc., LLC v. Desarrollos Aerohotelco, C.A.*, 168 F.Supp.3d 1, 15 (D.D.C. 2016) (granting motion for alternative service by email on U.S. attorney for foreign corporation); *Transamerica Corp. v. TransAmerica Multiservices Inc.*, No. 1:18-cv-22483 (S.D. Fla. Sept. 18, 2018) (granting motion allowing electronic service

on Florida resident based on evidence that the individual was concealing his whereabouts and evading service).

Several states have also adopted provisions that permit a court to order other methods of service that meet constitutional standards regarding notice. *See, e.g.*, N.Y. C.P.L.R. Law § 308(5) (allowing the court to order any manner of service if it first finds that service is impracticable under the traditional methods set forth in the service statutes); Rule 106, Tex. R. Civ. P. (allowing courts to authorize service in any other manner, including electronically and by social media, email or other technology, that will be reasonably effective to give defendants notice of the suit); Rule 4(d)(5), Utah R. Civ. P. (authorizing courts, when other means of service are impracticable, to approve service by alternative means that are “reasonably calculated, under all the circumstances, to apprise the named parties of the action”).

The Task Force believes that allowing Florida trial courts the flexibility to approve alternative methods of personal service, including by email or through social media, under proper circumstances consistent with due process notice standards, will enhance the ability of litigants to efficiently and effectively secure

service of process on business entities and more effectively provide actual notice to them of the existence of lawsuits.

VI. Service of Process in Foreign Counties

Under current Florida law, Section 48.194(1) contains the only provision applicable to judicial proceedings that addresses personal service of process on persons located in foreign countries. This provision, as currently in effect, merely states that service of process on persons outside Florida must be made in the same manner as service within Florida, while cautioning that “[s]ervice of process outside the United States may be required to conform to The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters.”

In contrast, Federal Rule 4(f), sets forth a much more detailed protocol required to effectuate of service of process in foreign counties.

The International Law Section of The Florida Bar (ILS) submitted to the Task Force a proposed new statutory provision, based on Federal Rule 4(f), that would govern personal service of process on persons located in foreign countries. Given the expanding role of Florida as a center for international trade and commerce and a corresponding increase in lawsuits before Florida courts dealing with disputes involving international parties, the Task Force

agrees with the ILS that adoption of a new statute providing more detailed guidance about effectuating service of process in foreign countries would be beneficial to litigants and their counsel and to the courts.

The new statute proposed by the Task Force, and supported by the ILS, Section 48.197, closely follows the language of Federal Rule 4(f), and includes a similar provision as in the rule (and as in the proposed new Section 48.102), allowing the court to authorize service of process by alternative methods, including by electronic means, that are reasonably calculated to give actual notice of the proceedings and are not prohibited by international agreement.

In addition to a proposed independent statute governing the effectuating of service of process in foreign countries, the ILS also proposed limited changes to certain other statutes (Section 48.071, 48.131, and 48.194) that would allow copies of process and notices of service to be sent to persons outside of the state by commercial courier services in addition to continuing to allow such documents to be sent by registered or certified mail. This additional option is needed since certified and registered mail is not available in certain foreign countries. The Task Force agrees with these additional amendments proposed by the ILS.

It should be noted that the amendments regarding effectuating service of process in foreign countries would not change the ability to use substituted service of process through the Secretary of State under Sections 48.181 and 48.161 on nonresident parties in any dispute arising out of business conducted within the state of Florida where the party seeking to effectuate service has been unable despite due diligence to personally serve the opposing party.

VII. Conclusion

The Task Force believes that these proposed amendments to Chapter 48 and other statutory provisions relating to service of process would simplify the methods of service of process, eliminate redundancies and inconsistencies, provide greater clarity, and modernize methods and procedures for service of process on business entities in particular, while being cognizant of and attentive to fundamental notions of due process. We therefore respectfully request that the Executive Council of the Business Law Section approve the proposed amendments by triple motion.

15.16 Reproduction of records; admissibility in evidence; electronic receipt and transmission of records; certification; acknowledgment.

(1) The Department of State may cause to be made copies of any records maintained by it by miniature photographic microfilming or microphotographic processes or any other photographic, mechanical, or other process heretofore or hereafter devised, including electronic data processing.

(2) Photographs, nonerasable optical images, or microphotographs in the form of film, facsimiles, or prints of any records made in compliance with the provisions of this section shall have the same force and effect as the originals thereof and shall be treated as originals for the purpose of their admissibility in evidence. Duly certified or authenticated reproductions of such photographs, nonerasable optical images, or microphotographs shall be admitted in evidence equally with the original photographs, nonerasable optical images, or microphotographs.

(3) The Department of State may cause to be received electronically any records that are required or permitted to be filed with it pursuant to chapter 48, chapter 55, chapter 117, chapter 118, chapter 495, chapter 605, chapter 606, chapter 607, chapter 610, chapter 617, chapter 620, chapter 621, chapter 679, chapter 713, or chapter 865, through facsimile or other electronic transfers, for the purpose of filing such records. The originals of all such electronically transmitted records must be executed in the manner provided in paragraph (5)(b). The receipt of such electronic transfer constitutes delivery to the department as required by law. The department may use electronic transmissions for purposes of notice in the administration of chapters 48, 55, 117, 118, 495, 605, 606, 607, 610, 617, 620, 621, 679, and 713 and s. 865.09. The Department of State may collect e-mail addresses for purposes of notice and communication in the performance of its duties and may require filers and registrants to furnish such e-mail addresses when presenting documents for filing.

(4) Notwithstanding any other provision of law, the department may certify or acknowledge and electronically transmit any record maintained by it. The certification must be evidenced by a certification code on each page transmitted which must include the filing number of the document, date of transmission, and page number of the total number of pages transmitted, and a sequential certification number assigned by the department which will identify the transmission and be available for verification of any transmitted acknowledgment or certified document.

(5) Notwithstanding any other provision of law, the Department of State shall determine for purposes of electronic filing of any document placed under its jurisdiction for filing or recordation:

(a) The appropriate format, which must be retrievable or reproducible in typewritten or printed form and must be legible.

(b) The manner of execution, which may include any symbol, manual, facsimile, conformed, or electronic signature adopted by a person with the present intent to authenticate a document.

(c) The method of electronic transmission, and fee payment for such document.

(d) The amount of any fee surcharge or discount for the use of an electronic filing format.

(6) The Department of State may use government or private sector contractors in the promotion or provision of any electronic filing services.

(7) The Secretary of State may issue apostilles conforming to the requirements of the international treaty known as the Hague Convention of 1961 and may charge a fee for the issuance of apostilles not to exceed \$10 per apostille. The Secretary of State has the sole authority in this state to establish, in accordance with the laws of the United States, the requirements and procedures for the issuance of apostilles.

(8) The Department of State may use government or private sector contractors in the promotion or provision of any electronic filing services and may discount the filing fee in an amount equal to the convenience charge for such electronic filings.

48.061 Service on partnerships, limited liability partnerships, and limited partnerships, including limited liability limited partnerships.

(1) (a) Process against a partnership that is not a limited liability partnership or a limited partnership, including a limited liability limited partnership, shall be served on any partner and is as valid for service on the partnership as if served on each individual partner.

(i) If a partner is not available during regular business hours to accept service on behalf of the partnership, he or she may designate an employee to accept such service.

(ii) After one attempt to serve a partner or designated employee or agent for service of process has been made, process may be served on a person in charge of the partnership during regular business hours.

(b) If the partnership designated an agent when registering as a general partnership with the Department, service on the agent is as valid for service on the partnership as if served on each individual partner, but, unless individual partners are served, plaintiff may only proceed to judgment and execution against the asset of the partnership.

(2) (a) Process against a domestic limited liability partnership shall first be served on the then current agent for service of process specified in its statement of qualification, in its statement of qualification as amended or restated, or as re-designated in its annual report or change of agent filing and is as valid for service on the limited liability partnership as if served on each individual partner.

(i) If service cannot be made on the registered agent because the limited liability partnership ceases to have a registered agent, or if the registered agent cannot otherwise be served after one good faith attempt because of a failure to comply with Chapter 620 or Chapter 48, the process may be served on any partner.

(1) If a partner is not available during regular business hours to accept service on behalf of the partnership, he or she may designate an employee to accept such service.

(2) After one attempt to serve a partner or designated employee has been made, process may be served on a person in charge of the partnership during regular business hours.

(b) If, after reasonable diligence, the process cannot be completed under subsection (2)(a), then process may be served as provided in s. 48.161 on the Secretary of State as an agent of the limited liability partnership or by order of court under s. 48.102.

(3) (a) Process against a domestic limited partnership, including a domestic limited liability limited partnership, shall first be served on the then current agent for service of process specified in its certificate of limited partnership, or in its certificate as amended or restated, or as redesignated in its annual report or change of agent filing and is as valid for service on the domestic limited partnership as if served on each individual general partner of the partnership.

(i) If service cannot be made on the registered agent because the limited liability partnership ceases to have a registered agent, or if the registered agent cannot otherwise be served following one good faith attempt because of a failure to comply with Chapter 620 or Chapter 48, the process may be served on any general partner.

(1) After service on a general partner or the agent, the plaintiff may proceed to judgment and execution against the assets of the limited partnership and of that general partner, unless the limited partnership is a limited liability limited partnership.

(b) if, after reasonable diligence, the process cannot be completed under subsection (3)(a), then process may be served as provided in s. 48.161 on the Secretary of State as an agent of the limited partnership or by order of court under s. 48.102.

(4) (a) Process against a foreign limited liability partnership that was required to comply under 620.9102 may be served as prescribed under 48.061(2).

(b) A foreign limited liability partnership engaging in business in this state but not registered is considered, for purposes of service of process, a nonresident engaging in business in this state and may be served pursuant to s. 48.181 or by order of court under s. 48.102.

(5) (a) Process against a foreign limited partnership that was required to comply under 620.1902 may be served as prescribed under 48.061(3).

(b) A foreign partnership engaging in business in this state but not registered is considered, for purposes of service of process, a nonresident engaging in business in this state and may be served pursuant to s. 48.181 or by order of court under s. 48.102.

48.062 Service on a domestic limited liability company or registered foreign limited liability company.

(1) A domestic limited liability company or registered foreign limited liability company may be served with process required or authorized by law by serving on its registered agent designated by the domestic limited liability company or registered foreign limited liability company under chapter 605.

(2) If service cannot be made on a registered agent of the domestic limited liability company or registered foreign limited liability company because the domestic limited liability company or registered foreign limited liability company ceases to have a registered agent, or if the registered agent of the domestic limited liability company or registered foreign limited liability company cannot otherwise be served after one good faith attempt because of a failure to comply with Chapter 605 or Chapter 48, the process may be served on:

(i) any manager of a manager managed domestic limited liability company or registered foreign limited liability company;

(ii) any member of a member managed domestic limited liability company or registered foreign limited liability company; or

(iii) any person listed publicly by the domestic limited liability company or registered foreign limited liability company on its latest annual report, as most recently amended.

(3) If, after reasonable diligence, the process cannot be completed under subsection (1) and if either:

(a) the only person listed publicly by the domestic limited liability company or registered foreign limited liability company on its latest annual report, as most recently amended, is also the registered agent on whom service was attempted under subsection (1); or,

(b) after reasonable diligence, service was attempted on at least one person listed publicly by the domestic limited liability company or registered foreign limited liability company on its latest annual report, as most recently amended, and cannot be completed on such person under subsection (2);

then the process may be served as provided in s. 48.161 on the Secretary of State as an agent of the domestic limited liability company or registered foreign limited liability company or by order of court under s. 48.102.

(4) If the address for the registered agent or any person listed publicly by the domestic limited liability company or registered foreign limited liability company on its latest annual report, as most recently amended is a residence, a private mailbox, a virtual office, or an executive office or mini suite, service on the domestic limited liability company or registered foreign limited liability company may be made by serving:

(a) the registered agent of the domestic limited liability company or registered foreign limited liability company in accordance with s. 48.031;

(b) any person listed publicly by the domestic limited liability company or registered foreign limited liability company on its latest annual report, as most recently amended, in accordance with s. 48.031; or

(c) any member or manager of the domestic limited liability company or registered foreign limited liability company, in accordance with s. 48.031.

(5) This section does not apply to service of process on insurance companies.

(6) A foreign limited liability company engaging in business in this state but not registered is considered, for purposes of service of process, a nonresident engaging in business in this state and may be served pursuant to s. 48.181 or by order of court under s. 48.102.

(7) For purposes of this section, “registered foreign limited liability company” means a foreign limited liability company that has an active certificate of authority to transact business in this state pursuant to a record filed with the Department of State.

48.071 Service on agents of nonresidents doing business in the state.

When any natural person or partnership not residing or having a principal place of business in this state engages in business in this state, process may be served on the person who is in charge of any business in which the defendant is engaged within this state at the time of service, including agents soliciting orders for goods, wares, merchandise or services. Any process so served is as valid as if served personally on the nonresident person or partnership engaging in business in this state in any action against the person or partnership arising out of such business. A copy of such process with a notice of service on the person in charge of such business shall be sent forthwith to the nonresident person or partnership by registered mail, certified mail return receipt requested, or by use of a commercial firm regularly engaged in the business of document or package delivery. The party seeking to effectuate service or his, her, or its attorney shall prepare an affidavit of compliance with this section, which shall be filed before the return day or within such further time as the court may allow.

48.081 Service on a domestic corporation or registered foreign corporation.

(1) A domestic corporation or a registered foreign corporation may be served with process required or authorized by law by serving on its registered agent designated by the corporation under chapter 607 or 617, as the case may be.

(2) If service cannot be made on a registered agent of the domestic corporation or registered foreign corporation because the domestic corporation or registered foreign corporation ceases to have a registered agent, or if the registered agent of the domestic corporation or registered foreign corporation cannot otherwise be served after one good faith attempt because of a failure to comply with Chapter 48, or Chapter 607 or 617, as the case may be, the process may be served on:

(i) the chair of the board, the president, any vice president, the secretary, or the treasurer of the domestic corporation or registered foreign corporation; or

(ii) any person listed publicly by the domestic corporation or registered foreign corporation on its latest annual report, as most recently amended.

(3) If, after reasonable diligence, the process cannot be completed under subsection (1) and if either:

(a) the only person listed publicly by the domestic corporation or registered foreign corporation on its latest annual report, as most recently amended, is also the registered agent on whom service was attempted under subsection (1); or,

(b) after reasonable diligence, service was attempted on at least one person listed publicly by the domestic corporation or registered foreign corporation on its latest annual report, as most recently amended, and cannot be completed on such person under subsection (2); then the process may be served as provided in s. 48.161 on the Secretary of State as an agent of the domestic corporation or registered foreign corporation or by order of court under s. 48.102.

(4) If the address for the registered agent or any person listed publicly by the domestic corporation or registered foreign corporation on its latest annual report, as most recently amended, is a residence, a private mailbox, a virtual office, or an executive office or mini suite, service on the corporation or registered corporation may be made by serving:

(a) the registered agent of the domestic corporation or registered foreign corporation in accordance with s. 48.031;

(b) any person listed publicly by the domestic corporation or registered foreign corporation on its latest annual report, as most recently amended, in accordance with s. 48.031; or

(c) any person covering one of the positions listed in subsection (2)(i), in accordance with s. 48.031.

(5) This section does not apply to service of process on insurance companies.

(6) A foreign corporation engaging in business in this state but not registered is considered, for purposes of service of process, a nonresident engaging in business in this state and may be served pursuant to s. 48.181 or by order of court under s. 48.102.

(7) For purposes of this section, “registered foreign corporation” means a foreign corporation that has an active certificate of authority to transact business in this state pursuant to a record filed with the Department of State.

48.091 Partnerships, corporations, **and limited liability companies**; designation of registered agent and registered office.

(1) Every domestic limited liability partnership, domestic limited partnership (including limited liability limited partnerships), domestic corporation, domestic limited liability company, registered foreign limited liability partnership, registered foreign limited partnership (including limited liability limited partnerships), registered foreign corporation, and registered foreign limited liability company must designate a registered agent and registered office in accordance with Chapter 607, Chapter 605, Chapter 617, or Chapter 620 as applicable, respectively.

(2) Every domestic limited liability partnership, domestic limited partnership (including limited liability limited partnerships), domestic corporation, domestic limited liability company, registered foreign limited liability partnership, registered foreign limited partnership (including limited liability limited partnerships), registered foreign corporation, and registered foreign limited liability company, and every domestic or foreign general partnership that elects to designate a registered agent, must cause the designated registered agent to keep the designated registered office open from at least 10 a.m. to 12 noon each day except Saturdays, Sundays, and legal holidays, and must cause the designated registered agent to keep one or more individuals who are, or are representatives of, the designated registered agent on whom process may be served at the office during these hours.

(3) A person attempting to serve process pursuant to this section on a registered agent that is other than a natural person may serve the process on any employee of the registered agent. A person attempting to serve process pursuant to this section on a natural person, if the natural person is temporarily absent from his or her office, may serve the process during the first attempt at service on any other natural person who is present at his or her office.

(4) For purposes of this section, “registered foreign limited liability partnership” or “registered foreign limited partnership” means a foreign limited liability partnership or foreign limited partnership that has an active certificate of authority to transact business in this state pursuant to a record filed with the Department of State. “Registered foreign corporation,” and “registered foreign limited liability company” shall have the same meanings as set forth in s. 48.081, 48.062, respectively.

48.101 Service on dissolved corporations, dissolved limited liability companies, dissolved limited partnerships, and dissolved limited liability partnerships.

(1) Process against the directors of any corporation which was dissolved before July 1, 1990, as trustees of the dissolved corporation shall be served on one or more of the directors of the dissolved corporation as trustees thereof and binds all of the directors of the dissolved corporation as trustees thereof.

(2) (a) Process against any other dissolved domestic corporation must be served in accordance with s. 48.081.

(b) In addition, provided that service was first properly attempted under s. 48.081(1), but was not successful as required under s. 48.081(2) then in addition to the persons listed in s. 48.081(2), service can be made on the persons appointed as the liquidator, trustee, or receiver under s. 607.1405.

(c) A party attempting to serve a dissolved domestic for profit corporation under this section can petition the court to appoint one of the persons under s. 607.1405 to receive service of process on behalf of the corporation.

(3) (a) Process against any dissolved domestic limited liability company must be served in accordance with s. 48.062.

(b) In addition, provided that service was first properly attempted under s. 48.062(1), but was not successful as required under s. 48.062(2) then in addition to the persons listed in s.

48.062(2) service on a dissolved limited liability company can be made on the persons appointed as the liquidator, trustee, or receiver under s. 605.0709, respectively.

(c) A party attempting to serve a dissolved domestic limited liability company under this section can petition the court to appoint one of the persons under s. 605.0709 to receive service of process on behalf of the corporation.

(4) Process against any dissolved domestic limited partnership must be served in accordance with s. 48.061.

48.102 Service by Other Means.

If a party seeking to effectuate service is unable after reasonable diligence to effectuate personal service of process on a domestic or foreign corporation, a domestic or foreign general partnership (including a limited liability partnership), a domestic or foreign limited partnership (including a limited liability limited partnership), or a domestic or foreign limited liability company, as an alternative to other methods of service, the court, upon motion and a showing of such inability, may authorize service in any other manner, including electronically by social media, email, or other technology, that the party seeking to effectuate service shows will be reasonably effective to give the entity on which service is sought to be effectuated actual notice of the suit.

48.131 Service on alien property custodian.

In every action or proceeding in any court or before any administrative board involving real, personal, or mixed property, or any interest therein, when service of process or notice is required or directed to be made upon any individual or business entity located, or believed to be located, within any country or territory in the possession of or under the control of any country between which and the United States a state of war exists, in addition to the giving of the notice or service of process, a copy of the notice or process shall be sent by registered mail, certified mail, or by use of a commercial firm regularly engaged in the business of document or package delivery to the alien property custodian, addressed to him or her at Washington, District of Columbia; but failure to mail a copy of the notice or process to the alien property custodian does not invalidate the action or proceeding.

48.151 Service on statutory agents for certain persons.

(1) When any law designates a public officer, board, agency, or commission as the agent for service of process on any person, firm, or corporation, service of process thereunder shall be made by leaving one copy of the process with the public officer, board, agency, or commission or in the office thereof, or by mailing one copy to the public officer, board, agency, or commission. The public officer, board, agency, or commission so served shall retain a record copy and promptly send the copy served, by registered or certified mail, to the person to be served as shown by his or her or its records. Proof of service on the public officer, board, agency, or commission shall be by a notice accepting the process which shall be issued by the public officer, board, agency, or commission promptly after service and filed in the court issuing the process. The notice accepting service shall state the date upon which the copy of the process was mailed by the public officer, board, agency, or commission to the person being served and the time for pleading prescribed by the rules of procedure shall run from this date. The service is valid service for all purposes on the person for whom the public officer, board, agency, or commission is statutory agent for service of process.

(2) This section does not apply to substituted service of process under s. 48.161 and s. 48.181.

(3) The Chief Financial Officer or his or her assistant or deputy or another person in charge of the office is the agent for service of process on all insurers applying for authority to transact insurance in this state, all licensed nonresident insurance agents, all nonresident disability insurance agents licensed pursuant to s. 626.835, any unauthorized insurer under s. 626.906 or s. 626.937, domestic reciprocal insurers, fraternal benefit societies under chapter 632, warranty associations under chapter 634, prepaid limited health service organizations under chapter 636, and persons required to file statements under s. 628.461. As an alternative to service of process made by mail or personal service on the Chief Financial Officer, on his or her assistant or deputy, or on another person in charge of the office, the Department of Financial Services may create an Internet-based transmission system to accept service of process by electronic transmission of documents.

(4) The Director of the Office of Financial Regulation of the Financial Services Commission is the agent for service of process for any issuer as defined in s. 517.021, or any dealer, investment adviser, or associated person registered with that office, for any violation of any provision of chapter 517.

(5) The Secretary of State is the agent for service of process for any retailer, dealer or vendor who has failed to designate an agent for service of process as required under s. 212.151 for violations of chapter 212.

(6) For purposes of this section, records may be retained as paper or electronic copies.

48.161 Method of substituted service on nonresident or person concealing whereabouts.

(1) When authorized by law, substituted service of process on a nonresident individual or a corporation or other business entity that is incorporated or formed under the laws of any other state, territory, or commonwealth, or the laws of any foreign country may be made by sending a copy of the process by personal delivery, by registered mail, by certified mail, return receipt requested, by use of a commercial firm regularly engaged in the business of document or package delivery, or electronic transmission to the office of the Secretary of State and by paying a fee of \$8.75. The service is sufficient service on a party that has appointed or is deemed to have appointed the Secretary of State as his, her, or its agent for service of process. The fee paid to the public officer by the party seeking to effectuate service shall be taxed as costs if that party prevails in the action. The Secretary of State shall keep a record of all process served on the Secretary of State showing the day and hour of service.

(2) Notice of service and a copy of the process shall be sent forthwith by the party effectuating service or by his, her, or its attorney by registered mail, by certified mail, return receipt requested, or by use of a commercial firm regularly engaged in the business of document or package delivery, as well as electronically by email, social media, or other electronic means if

and to the extent the particular methods have been recently and regularly used by the parties to communicate between themselves, to the party being served by substituted service at his, her, or its last known physical address and, if applicable, electronic address, and return receipts or other proof of service shall be filed showing delivery to the party by mail or courier and by electronic means, if electronic means were used, unless the party is actively refusing or rejecting the delivery of the notice. An affidavit of compliance of the party effectuating service, or of his, her, or its attorney, shall be filed within 40 days of the date of service on the Secretary of State, or within such additional time as the court allows. The affidavit of compliance shall set forth the facts that justify substituted service under this section and that show due diligence was exercised in attempting to locate and effectuate personal service on the party prior to using substituted service under this section. It shall not be necessary, however, for the party effectuating service to allege in its original or amended complaint the facts required to be set forth in the affidavit of compliance.

(3) When an individual or business entity is concealing himself, herself, or itself, the party seeking to effectuate service may, after exercising due diligence to locate and effectuate personal service, use substituted service pursuant to subsection (1) in connection with any action in which the court has jurisdiction over such person or business entity. In this instance, the party seeking service shall further comply with the provisions of subsection (2) of this section; however, a return receipt or other proof showing acceptance of receipt of the notice of service and a copy of the process by the party concealing himself, herself, or itself need not be filed.

(4) If any individual on whom service of process is authorized under subsection (1) dies, service may be made on his or her administrator, executor, curator, or personal representative in the same manner.

(5) The Secretary of State may designate an individual in his or her office to accept service.

(6) This section does not apply to persons on whom service is authorized under s. 48.151.

48.181 Substituted service on nonresidents and corporations or other business entities engaging in business in state and on persons concealing their whereabouts.

(1) The acceptance by any individual or individuals who are residents of any other state, territory, or commonwealth, or of any foreign country, or by any foreign business entity of the privilege extended by law to nonresidents to operate, conduct, engage in, or carry on a business or business venture in the state, or to have an office or agency in the state, shall be deemed to constitute an appointment by the individuals and foreign business entities of the Secretary of State of the state as their agent on whom process in any action or proceeding against them, or any of them, arising out of any transaction or operation connected with or incidental to the business or business venture may be served as substituted service in accordance with this chapter. As used in this section “foreign business entity” means any corporation or other business entity that is incorporated, formed, or existing under the laws of any other state, territory, or commonwealth, or the laws of any foreign country. The acceptance of the privilege is signification of the agreement of the individual and foreign business entities that the process served against them in accordance with

the provisions of this chapter is of the same validity as if served personally on the individual or foreign business entities.

(2) Notwithstanding any other provisions of this section, if a foreign business entity has registered to do business in the state and has maintained its registration in an active status, personal service of process shall first be attempted on the foreign business entity in the manner and order of priority described elsewhere in this chapter as applicable to the business entity. If the party seeking to effectuate service of process is unable, after due diligence, to effectuate service of process on such registered agent or other official, the party may use substituted service of process on the Secretary of State.

(3) Any individual or business entity that conceals his, her, or its whereabouts shall be deemed to have appointed the Secretary of State as his, her, or its agent on whom all process, in any action or proceeding against his, her, or it, or any of them, arising out of any transaction or operation connected with or incidental to any business or business venture carried on in the state by such person or business entity, may be served.

(4) Any individual, corporation, or other business entity which sells, consigns, or leases by any means whatsoever tangible or intangible personal property, through brokers, jobbers, wholesalers, or distributors to any person, corporation or other business entity in the state is conclusively presumed to be both engaged in substantial and not isolated activities within the state and operating, conducting, engaging in, or carrying on a business or business venture in this state.

(5) Service pursuant to this section shall be effectuated in the manner prescribed by s. 48.161.

48.194 Personal service in another state, territory, or commonwealth of the United States.

(1) Except as otherwise provided herein, service of process on a party in another state, territory, or commonwealth of the United States shall be made in the same manner as service within this state by any officer authorized to serve process in the state where service shall be made. No order of court is required. An affidavit of the officer shall be filed, stating the time, manner, and place of service. The court may consider the affidavit, or any other competent evidence, in determining whether service has been properly made.

(2) Where in rem or quasi in rem relief is sought in a foreclosure proceeding as defined by s. 702.09, service of process on a person in another state, territory, or commonwealth of the United States where the address of the person to be served is known may be made by registered mail as follows:

(a) The party's attorney or the party, if the party is not represented by an attorney, shall place a copy of the original process and the complaint, petition, or other initial pleading or paper

and, if applicable, the order to show cause issued pursuant to s. 702.10 in a sealed envelope with adequate postage addressed to the person to be served.

(b) The envelope shall be placed in the mail as registered mail.

(c) Service under this subsection shall be considered obtained upon the signing of the return receipt by the person allowed to be served by law.

(3) If the registered mail which is sent as provided for in subsection (2) is returned with an endorsement or stamp showing “refused,” the party’s attorney or the party, if the party is not represented by an attorney, may serve original process by first-class mail. The failure to claim registered mail is not refusal of service within the meaning of this subsection. Service of process pursuant to this subsection shall be perfected as follows:

(a) The party’s attorney or the party, if the party is not represented by an attorney, shall place a copy of the original process and the complaint, petition, or other initial pleading or paper and, if applicable, the order to show cause issued pursuant to s. 702.10 in a sealed envelope with adequate postage addressed to the person to be served.

(b) The envelope shall be mailed by first-class mail with the return address of the party’s attorney or the party, if the party is not represented by an attorney, on the envelope.

(c) Service under this subsection shall be considered obtained upon the mailing of the envelope.

(4) If service of process is obtained under subsection (2), the party’s attorney or the party, if the party is not represented by an attorney, shall file an affidavit setting forth the return of service. The affidavit shall state the nature of the process; the date on which the process was mailed by registered mail; the name and address on the envelope containing the process; the fact that the process was mailed registered mail return receipt requested; who signed the return receipt, if known, and the basis for that knowledge; and the relationship between the person who signed the receipt and the person to be served, if known, and the basis for that knowledge. The return receipt from the registered mail shall be attached to the affidavit. If service of process is perfected under subsection (3), the party’s attorney or the party, if the party is not represented by an attorney, shall file an affidavit setting forth the return of service. The affidavit shall state the nature of the process; the date on which the process was mailed by registered mail; the name and address on the envelope containing the process that was mailed by registered mail; the fact that the process was mailed registered mail and was returned with the endorsement or stamp “refused”; the date, if known, the

process was “refused”; the date on which the process was mailed by first-class mail; the name and address on the envelope containing the process that was mailed by first-class mail; and the fact that the process was mailed by first-class mail with a return address of the party or the party’s attorney on the envelope. The return envelope from the attempt to mail process by registered mail and the return envelope, if any, from the attempt to mail the envelope by first-class mail shall be attached to the affidavit.

48.197 Service in Foreign Countries.

(1) Service of process may be effectuated in a foreign county upon a party, other than a minor or an incompetent person:

(a) by any internationally agreed means of service reasonably calculated to give actual notice of the proceedings, such as those authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents;

(b) if there is no internationally agreed means, or if an international agreement allows but does not specify other means, by a method that is reasonably calculated to give actual notice of the proceedings :

(i) as prescribed by the foreign country's law for service in that country in an action in its courts of general jurisdiction;

(ii) as the foreign authority directs in response to a letter rogatory or letter of request; or

(iii) unless prohibited by the foreign country's law, by:

(A) if by serving an individual by delivering a copy of the summons and of the complaint to the individual personally; or

(B) using any form of mail that the clerk addresses and sends to the party and that requires a signed receipt; or

(c) Pursuant to motion and order by the court, by other means, including electronically by social media, email or other technology that the party seeking service shows is reasonably calculated to give actual notice of the proceedings and are not prohibited by international agreement, as the court orders.

(2) Service of process may be effectuated in a foreign country upon a minor or incompetent person in the manner prescribed by subsections, (1)(b)(i), (1)(b)(ii), or (1)(c) of this section.

Exhibit

G

REVISED CLE DIVERSITY POLICY

BLS DIVERSITY & INCLUSION CLE SPEAKER PANEL POLICY (“CLE DIVERSITY POLICY”)

The Business Law Section (“BLS”) expects all Continuing Legal Education (CLE) Programs sponsored or co-sponsored by the BLS to meet the goals of (i) the BLS Diversity Committee Strategic Plan of eliminating bias, increasing diversity and implementing tactics aimed at recruiting and retaining diverse attorneys; and (ii) Policy 2.02 of the Policies Governing Continuing Legal Education Committee of The Florida Bar that the sections, divisions and committees shall recognize the diversity of the legal community and shall select qualified speakers who reflect that diversity. These goals are furthered by having the faculty include members of diverse groups based upon *race, ethnicity, gender, sexual orientation, gender identity, disability and multiculturalism*.

CLE Diversity Policy:

For these reasons, the Study Group recommends the following Revised CLE Diversity Policy. This policy applies to the selection of speakers for all CLE programs sponsored or co-sponsored by the BLS. Effective **January 1, 2021**, any multi-faculty CLE program shall include qualified speakers who reflect the diversity of the legal community. Proponents of the CLE program must endeavor in good faith and use their best efforts to promote the professional aspirations, public ideals, and educational values of diversity and inclusion. The BLS will not sponsor, co-sponsor, or seek CLE accreditation for any program failing to comply with this policy unless an exception or appeal is granted.

Implementation:

The Inclusion, Mentoring & Fellowship Committee (“IMF”), will be responsible for the implementation and enforcement of the CLE Diversity Policy. As such, any question of compliance with the CLE Diversity Policy will be determined by the IMF Committee. If a proposed CLE panel does not comply with the CLE Diversity Policy and cannot be granted an exception, as defined below, then the BLS will not sponsor the CLE. **All applications for programs seeking CLE accreditation and BLS sponsorship shall be submitted to the IMF Committee at least seven (7) days prior to the date the program is scheduled to occur.**

At the discretion of the IMF Committee and the Chair of the Section, either of the following circumstances *may* constitute grounds for an exception from the CLE Diversity Policy:

1. Previously confirmed diverse speakers or moderators for the CLE cancel, withdraw or become unable to attend and participate in the CLE and insufficient time exists to replace them and maintain a diverse panel.
2. After a diligent search and inquiry, the proponents of the CLE have affirmed they have been unable to obtain the participation of the requisite diverse members of the CLE panel.

Diverse Speaker Directory:

In order to assist in the implementation of the CLE Diversity Policy, IMF will create and maintain a Diverse Speaker Directory (“Directory”). The Directory will provide a database of legal experts that self-identify from a race, ethnicity, gender and gender identity, sexual orientation, disability and multicultural perspective. In addition to the above, individuals who register with the Directory shall identify their geographical location, willingness to travel, speaker fees if any, and areas of expertise/interest, in addition to a CV.

Exhibit

H

THE FLORIDA BAR SECTION LEGISLATIVE ADVISING SERVICES AGREEMENT

THIS AGREEMENT is entered into on June 1, 2021, by and between the BUSINESS LAW SECTION of THE FLORIDA BAR ("SECTION"), and Metz, Husband & Daughton, P.A. ("LEGISLATIVE ADVISOR"), who, in consideration as stated below, agree as follows:

1. The LEGISLATIVE ADVISOR will serve from June 1, 2021 to May 31, 2021 as a legislative advisor for the SECTION. The LEGISLATIVE ADVISOR agrees to comply with all policies adopted by The Florida Bar Board of Governors and by the SECTION.
2. **Services**
 - a. The LEGISLATIVE ADVISOR will serve as the advisor regarding legislative, administrative and regulatory matters that affect the SECTION. Aimee Diaz Lyon will be the lead contact and will be primarily responsible for performing the services to the SECTION under this Agreement. Other professional staff at the firm that will assist are: Doug Bell, Jim Daughton, Andy Palmer, Allison Liby-Schoonover and Warren Husband.
 - b. Other Clients
 - 1) The LEGISLATIVE ADVISOR agrees that, if the LEGISLATIVE ADVISOR individually or his/her firm are to represent any client before the Florida Legislature other than set forth in the attached list, the LEGISLATIVE ADVISOR will notify in writing the Executive Director of The Florida Bar, the chair of the Bar's Legislation Committee, and the chair of the SECTION in writing at least 2 days before initiation of any such representation by the LEGISLATIVE ADVISOR.
 - 2) The LEGISLATIVE ADVISOR further agrees not advance on behalf of other clients any legislative position contrary to an official legislative position of The Florida Bar or the SECTION.
 - a) Potential or actual conflicts of interest will be communicated within 24 hours to the Executive Director of The Florida Bar and the chair of the SECTION to facilitate immediate resolution.
 - b) If the conflict cannot be resolved to the satisfaction of The Florida Bar and the SECTION, this agreement will be terminated.
 - 3) The LEGISLATIVE ADVISOR and the SECTION acknowledge that the services to be provided under this Agreement are governed by The Florida Bar's Rules of Professional Conduct, including those provisions relating to conflict of interest between clients.
 - c. The LEGISLATIVE ADVISOR will work on The Florida Bar legislative matters as directed by the Executive Director of The Florida Bar, when the Executive Director believes that such participation is necessary and in the best interest of the membership of The Florida Bar, unless conflict exists or it is inappropriate for the LEGISLATIVE ADVISOR to work on The Florida Bar legislative matters.
 - 1) The cost of the LEGISLATIVE ADVISOR's time will be assessed against the SECTION. If this creates a hardship for the SECTION, The Florida Bar may reimburse the SECTION for the expense.
 - 2) The LEGISLATIVE ADVISOR will keep the SECTION advised of all such requests, and will track and report to the SECTION the costs incurred by the LEGISLATIVE ADVISOR in responding to such requests.
 - d. The LEGISLATIVE ADVISOR will coordinate all activities regarding the Florida Legislature that might affect the SECTION, which includes but is not limited to:
 - 1) Identifying legislative issues likely to come before the Legislature during the term of the Agreement that will require services under the Agreement.

- 2) Notifying the SECTION of any committee hearings of the Legislature that deal with issues that concern any area within the purview of the SECTION.
 - 3) Preparing presentations, when requested, to be made to legislators and their committee staff.
 - 4) Providing to the SECTION summaries of pre-filed and filed bills that deal with areas within the purview of the SECTION and copies of the actual bills when appropriate.
 - 5) Providing weekly reports during the legislative session on the status of legislative matters on which the SECTION has taken a position or has a pending legislative proposal; additionally, providing reports on any new matters filed that are within the purview of the SECTION.
 - 6) Providing all services necessary to promote and support the SECTION's legislative proposals and other matters affecting the SECTION's areas of practice; additionally, working with SECTION-designated contacts to obtain legislative sponsors for the SECTION's proposals.
 - 7) Using best efforts, while working with SECTION representatives, to ensure there is a diversity of legislators that sponsor SECTION legislation from year to year.
 - 8) Alerting the SECTION to the activities of other interested groups relating to legislative proposals promoted by, supported, or opposed by the SECTION.
 - 9) Reporting on other matters that might affect, or be of interest to, the SECTION and its legislative program, including but not limited to regulation, rulemaking, and the provisions of technical assistance to the Executive Branch, executive branch agencies, and the Florida Legislature.
3. The SECTION will pay the LEGISLATIVE ADVISOR an annual fee of \$90,000 inclusive of all reasonable costs and expenses to be paid in the following manner:
- a. September 1, 2021 \$22,500
 - b. December 1, 2021 \$22,500
 - c. March 1, 2022 \$22,500
 - d. June 1, 2022 \$22,500
4. The LEGISLATIVE ADVISOR always agrees to identify him/herself as a representative of the SECTION and not as a representative of The Florida Bar when working on SECTION matters.
5. The SECTION and LEGISLATIVE ADVISOR agree and consent to the disclosure of any information in this Agreement by either party or by The Florida Bar as required by law, to include disclosure to the Florida Legislature of any amounts paid to the LEGISLATIVE ADVISOR pursuant to this Agreement.
6. This Agreement may be terminated by either party upon sixty (60) days' written notice being given, or may be immediately terminated by The Florida Bar if it decides that the LEGISLATIVE ADVISOR or a member of the LEGISLATIVE ADVISOR's firm does not act within the best interest of The Florida Bar. In the event of such termination, the LEGISLATIVE ADVISOR will be entitled to payment of outstanding fees. Monthly fees will be determined on a *pro rata* basis based on the number of days remaining in the applicable month.
7. Disclosure Requirements.
- a. Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity. This includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on

a quarterly basis, with such compensation reports being subject to a random audit on an annual basis.

- b. The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client, including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website as noted [here](#).
- c. Florida lawyers who engage in lobbying activity for a client are bound by the Rules Regulating the Florida Bar that provide that information relating to a client's representation is confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives above is considered confidential by The Florida Bar. By entering into this Agreement, the SECTION consents to the disclosure of the required information.

8. Miscellaneous.

- a. This Agreement will be governed by the laws of the State of Florida.
- b. This Agreement is not assignable by either party.
- c. All notices provided under this Agreement will be in writing and addressed to the undersigned persons and their designees at their email and mailing addresses as set forth in the membership records of The Florida Bar.
- d. This Agreement represents the entire agreement of the parties and may be amended only by a written instrument signed by all parties.
- e. This Agreement may be executed in counterparts manually, by facsimile or by other electronic means, all of which together will constitute one instrument that will be the Agreement.

WITNESS our signatures below.

DATED: _____

Witness

Witness

XXX, Chair
Business Law Section
The Florida Bar

DATED: _____

Witness

Witness

JOSHUA E. DOYLE
Executive Director
The Florida Bar

DATED: _____

Witness

Witness

Aimee Diaz Lyon
Legislative Advisor

Attachment 1: List of Clients