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COMMUNITY ASSOCIATION NEWSLETTER

WINTER 2020

LENDER QUESTIONNAIRES, ESTOPPEL CERTIFICATES, TRANSFER FEES AND RESALE CAPITAL CONTRIBUTIONS (WHO CAN CHARGE WHOM, WHAT, WHEN AND WHERE?)

BY: CHRISTOPHER J. SHIELDS, ESQ.

Community Associations across the State of Florida are often faced with requests from potential buyers and their lenders for the completion of questionnaires and estoppel certificates. Associations are also often called on to approve and deny sales and leases within their communities, which may require extensive application and screening process. Naturally, these responsibilities cause Associations to expend time, money and other resources. This leads to questions regarding whether Associations have a right to defray some these costs by passing them on to the borrowers and lenders and the potential purchasers and lease applicants. This article will explore the topic of when Associations may legally charge fees, how much those fees may be and the relevant differences between Condominium Associations and Homeowners Associations. It will also address how Associations should approach the answering and completion of questionnaires and estoppel requests.

A) Lenders' Questionnaires

It is generally a prerequisite of many lenders that a lender's questionnaire be completed prior to a lender agreeing to lend to potential buyers within a particular community. This occurs in both Condominium Associations and Homeowners Associations. Guidance on this topic can be found within Chapter 718 of the Florida Statutes for Condominium Associations and within Chapter 720 of the Florida Statutes for Homeowners Associations. The good news is that, for now at least, the provisions which address lenders' questionnaires in Chapter 718 and Chapter 720 of the Florida Statutes are virtually identical and allow Community Associations to charge for the completion of a lender's questionnaire.

A Condominium Association's right to charge for the completion of a lender's questionnaire is provided for within Section 718.111(12)(e)(1), Florida Statutes, which specifies that:

> "The association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed $150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response."

Accordingly, the statute makes it clear that Condominium Associations are entitled to charge for questionnaires up to the following amounts:

1. $150.00;
2. the 'reasonable' cost of photocopying; and
3. the attorney's fees incurred in connection with the response.

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With respect to Homeowners Associations, Chapter 720 of the Florida Statutes provides for similar limits to what condominium associations can charge for the completion of questionnaires. Specifically, Section 720.303(5)(d), Florida Statutes designates that:

> "The association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed $150 plus the reasonable cost of photocopying and any attorney fees incurred by the association in connection with the response."

Therefore, like Condominium Associations, Homeowners Associations are also only entitled to charge for questionnaires up to the following amounts:

1. $150.00;
2. the 'reasonable' cost of photocopying; and
3. the attorney's fees incurred in connection with the response

Notwithstanding an Association's right to charge for the completion of lender's questionnaires, it is an entirely separate matter as to whether it is prudent for an Association to respond to many of the questions posed by a lender (e.g. percentage (%) of units that are owner occupied versus those that are investor owned; whether the Association has adequate reserves or carries adequate insurance). In many cases, it is better for an Association to decline to respond to certain which may lend themselves to subjectivity and potential liability exposure if the answers provided turn out to be wrong. For Condominium Associations, Section 718.111(12)(e)(2), Florida Statutes, provides that:

> "An association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: <u>The responses herein are made in good faith and to the best of my ability as to their accuracy</u>."

As such, in all cases, it is recommended that Condominium Associations include the above underlined statement on any written responses to a lender's questionnaire.

B) <u>Estoppel Certificates</u>

The entire landscape relating to estoppel Certificates changed on July 1, 2017 and the law now shifts the burden upon Florida Condominiums, Cooperatives and HOAs, and each of these communities need to comply with these new legal requirements.

First, the time constraints to respond to estoppel requests have been reduced from fifteen (15) regular or consecutive days to ten (10) business days. Further, the law requires each association to designate on its website a person or entity with a street or email address to receive estoppel requests, all of which presumes that each association has its own dedicated website when, in fact, under current law only condominiums with 150 or more units are required to have their own dedicated website. So, this is a glitch that still remains.

Next, whereas estoppel certificates were historically provided straightforward payoff information to closing agents, lenders, etc., the new law now requires associations to respond to a wide array of legal questions and to provide a considerable amount of information that do not necessarily lend itself to simple "yes" or "no" answers. For instance, under the new law, associations will need to identify the "parking or garage space number, as reflected on the books and records of the association". This is a seemingly innocuous request until you realize that there is a significant legal difference between limited common element parking spaces which automatically pass with title to the underlying unit when it is sold to a third party, and numbered parking spaces which the Board may have historically assigned the right to use but are still simply common element parking spaces. There is a significant legal difference. Be sure you understand this difference.

Next, the association is obligated to respond with a simple "yes" or "no" to the question of "whether there is a capital contribution fee, resale fee, transfer fee or other fee due", but is not asked to specify or otherwise identify to whom the fee is paid. This begs

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the question of whether the association is simply required to respond on its own behalf, or whether it needs to respond to and include information on any other association to which the unit or lot may also be a member.

Next, each association is required to respond either "yes" or "no" to the following question: "Is there any open violation of rule or regulation noticed to the unit owner in the association's official records?" If you are not sure how to answer it, I bet you are not alone. And if you are sure you know how to answer the question, you may not understand the full consequences of your answer.

Next, each association is required to respond either "yes" or "no" to the following questions: a) "Do the rules and regulations of the association applicable to the unit require approval by the board for the transfer of the unit?" and b) "Is there a right of first refusal provided to the members of the association?"

Next, the law requires the association to provide a list of and contact information for all other associations of which the unit is a member and provide contact information for all insurance maintained by the association. Again, the title insurance and closing industry expects Associations to do their work for them, whether your association is prepared to do this or not.

Next, the association is only allowed to charge up to, but not exceeding $250.00 (plus an additional $150.00 if the owner was delinquent), but only if the association completes the estoppel certificate and timely responds within ten (10) business days after receiving a written or electronic request from a unit owner or their designee, or the unit's mortgagee (lender) or their designee. If ten (10) business days has expired, the association is still required to respond and furnish the estoppel certificate. However, it can no longer charge <u>any</u> fee for filling out the paperwork which, if done correctly, can be a voluminous task in and of itself, especially for those units that are seriously delinquent, in the process of being liened or foreclosed (either by the association, another association to which the unit is a member, or by a lender(s) – and yes, it is not unusual to come across more than one lender involved). This says nothing about the complications that occur frequently when the account is actively litigated with pending court proceedings or when delinquent owners also file and seek bankruptcy protection.

In the best of all worlds, responding with payoff information may not be an inconvenience under garden variety cases. However, the problems occur when responding to and completing estoppel requests for delinquent units, because many of the questions do not lend themselves to simple "yes" or "no" answers and often require retrieval of information from other parties involved. Therefore, collecting the information and responding within ten (10) business days can be difficult at best.

In light of all of these issues, it is critical that the recipient of the estoppel request understands the significance of the information that needs to be provided and the ten (10) business day deadline that must be met. Otherwise, the association will still have to complete the form and return the estoppel certificate, but it will not ever be able to charge up to the $250.00 for this service.

Further, the completed estoppel certificate that is hand delivered or emailed back will now be required to be valid for thirty (30) days, and for thirty-five (35) days if sent back by regular mail. This means that the association cannot amend or supplement the estoppel certificate for 30 or 35 days, as the case may be.

Finally, if the estoppel certificate is requested in conjunction with a sale or mortgage on a unit and the sale or loan does not occur or close, the person who requested and received the estoppel certificate and who paid the estoppel fee is entitled to request and receive a refund, provided the request is made within thirty (30) days of the proposed sale or loan closing, and so long as the person who made the request and paid the estoppel fee is not the owner. The law further provides that the refund is the obligation of the parcel owner, but that the association may collect it from that owner as an assessment. This essentially means that the person who requested the estoppel certificate and paid a seemingly paltry amount for all the effort the association exerted in timely responding in ten (10) business days is entitled to receive a refund, and the association is then forced to attempt to recover the refund from the owner (who may be in arrears and whose home may be "under water"). Of course, this brings little solace to the association that will be forced to add the estoppel certificate refund to the delinquent owner's account ledger, with perhaps little or no viable chance of ever recovering it.

So, what should your association do? First, contact and work with your attorney to review your

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governing documents and to create a template so that when the association receives estoppel requests either the board or its CAM can complete the rest of the form of responses. Due to the severe time constraints, associations need to make sure that its CAM (or its board if self-managed), understands the significance of this task and that each person who is furnishing the information understands their role and provides it timely.

Finally, many of the questions the association will now be required to answer have also appeared in Fannie Mae or lenders questionnaires discussed above. This firm has and still encourages our clients not to respond to questions that can expose the association to unnecessary liability. The reason is that under Florida law, associations can be sued for negligent misrepresentation by anyone who relies upon these answers. Under current law, associations are not required to respond to or complete Fannie Mae or lender questionnaires. However, if the association chose to complete Fannie Mae or lender questionnaires, the association is granted limited immunity if the association's response was made in good faith and to the best of their ability as to their accuracy. However, this same limited immunity which is only afforded to condominium associations when completing Fannie Mae or lender questionnaires has not been extended to condominium associations, HOA's or cooperatives when completing these estoppel certificates. As such, all associations should operate with extreme caution, seek and receive legal advice from their legal counsel as early as possible when framing responses to questions posed in their estoppel certificate requests and coordinate the processing and delivery of these estoppel certificate responses.

C) Transfer Fees and Resale Capital Contributions

In addition to charging for questionnaires and estoppel certificates, Associations may also charge transfer fees in connection with the Association's right to approve and deny sales and leases. For Homeowners Associations, Chapter 720 of the Florida Statutes does not prohibit, nor does it provide for, the right to charge transfer fees. However, the right to charge any transfer fee, including the right to charge and assess for resale capital contributions, must be expressly stated in a Homeowners Association's governing documents.

In contrast, Chapter 718 of the Florida Statutes only allows Condominium Associations to charge transfer fees but places a limit on the amount that Condominium Associations may charge. Specially, Section 718.112(2)(i), Florida Statutes provides that:

> "No charge shall be made by the association or anybody thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless the association is required to approve such transfer and a fee for such approval is provided for in the declaration, articles, or bylaws. Any such fee may be preset, but in no event may such fee exceed $100 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made."

As such, a Condominium Association is statutorily prohibited from charging any transfer fees unless: 1) the Association is legally entitled and required to approve transfers (i.e. sales or leases); and 2) the right to charge the fee is explicitly provided for within a Condominium Association's governing documents along with the specified amount of the fee provided that the fee does not exceed the $100.00 per applicant limitation. Thus, Condominium Associations may charge transfer fees but only if the two prong test is met.

Finally, contrary to HOA's which permit HOA's to change a Resale Capital Contribution but only if the HOA's governing documents expressly provide for the Resale Capital Contribution, Condominium Associations are not permitted to charge Resale Capital Contributions. The Florida Condominium Act only allows a Condominium to charge a transfer fee that complies with F.S. 718.112(2)(i).

Due to the fact that the law is constantly changing and evolving, it is always recommended to consult with your legal counsel to confirm your Association's right to charge any fee before doing so.

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TENANTS HAVE VESTED RIGHTS — EVEN AFTER FORECLOSURE

BY: CHRISTINA HARRIS SCHWINN, ESQ.

During the Great Recession the United States Congress passed the Protecting Tenants Act of 2009 ("Act"). The Florida legislature passed a similar law when the Act sunsetted originally, but it only gave tenants 30 days[1] instead of 90.[2] Although the original Act sunsetted for a period of time, the Phoenix rose again on June 23, 2018 when Congress reauthorized the law. The Act protects a "bona fide" tenant's right to remain in the foreclosed home or condominium unit for up to 90 days following the issuance of a certificate of title.

Who qualifies as a "bona fide" tenant?

A "bona fide" tenant is a tenant who is unrelated to the mortgagor and who is paying market rent pursuant to a lease Agreement. While a "bona fide" tenant has a right to remain in the property for up to 90 days, the right to remain is not free. The tenant still has an obligation to pay rent.

Caveat

Acquiring property at a foreclosure sale is fraught with legal issues that affect the marketability of title. When considering whether to foreclose on residential property it is best to consult competent legal counsel before making a decision to foreclose.

[1] F.S. 83.561.
[2] Federal law supercedes Florida law in this instance, but note that it only applies to residential property.

WEBSITE ACCESSIBILITY – "SURF BY" LAWSUITS – A GROWING TREND©

BY: CHRISTINA HARRIS SCHWINN, ESQ.

Websites are all the rage in both the housing and retail markets. More and more activities of daily life are being driven towards the use of websites for retail shopping and to secure housing, especially in the rental market. Oftentimes, websites are designed, implemented and go live with little attention being paid to two very important federal laws, i.e. the Americans With Disabilities Act of 1990, as amended ("ADA") and the Fair Housing Act of 1968, as amended ("FHA"). Regardless of your target audience, the website designer and establisher[1] must first determine what law applies before creating and launching a website. The ADA applies to both government and private businesses while the FHA applies to housing providers.[2] Recent developments relating to website accessibility under Title III of the ADA[3] and the cross-over impact Title III has on housing providers under the FHA should be a concern for any entity hosting a website that offers services to the public and any housing provider that uses a website for public or member-only access.

Even though the two laws target different constituencies, the laudable goal of both the ADA and the FHA is to make available the same rights of access to the disabled whether it be to employment, housing[4] or a place of business on par—to the same extent feasible (with certain exceptions and limitations)—as to the nondisabled. When enacted, the primary concern of lawmakers was accessibility to brick-and-mortar facilities and reducing barriers to employment by the disabled, and the focus under the FHA was and is on eliminating discrimination in housing. While the Internet existed when the ADA was enacted[5] no one knew (for sure) the impact that the Internet would have on day-to-day life 30 years into the future. As a result, not much attention was paid (then) on accessibility on anything other than brick and mortar and employment. Fast forward …… the future is here. Website accessibility litigation is a new "rich" battleground for plaintiff's lawyers and advocacy groups.

[1] In this context, establisher means the party wanting to develop the website for use by others, either public or private.
[2] The FHA also applies to real estate agents and owners of residential property both of whom are not the focus of this article.
[3] Places of Public Accommodation.
[4] Note that ADA's application to housing focuses on physical barriers and structural matters primarily.
[5] The Internet did not exist when the FHA was enacted.

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Without boring you with the background history leading up to the rise in website accessibility lawsuits, website providers—whether business, community association or merchant—should be aware of a fast growing legal trend, i.e. lawsuits under both the ADA and the FHA targeting entities with inaccessible websites to the disabled. In both instances, a plaintiff (many times funded by a lawyer or advocacy group) threatens a lawsuit seeking an injunction to force the website provider to make the provider's website accessible to the disabled and to recover attorney fees for the law firm or advocacy group that filed the lawsuit.

For now, the primary focus appears to be website accessibility for the visually impaired,[6] but that, too, will change. For the visually impaired, the advocates primarily enlist "testers"[7] to assist them in determining website accessibility, e.g. whether a screen reader such as JAWS (Job Access With Speech) can read the information on the provider's website to the visually impaired individual. If the provider's website is not accessible, then the website provider could be the target of a lawsuit.

Why Now?

In summary, the ADA and the FHA website accessibility lawsuits are being fueled, in part, by the United States Supreme Court's decision not to hear the *Domino's Pizza* case appealed from the United States Ninth Circuit Court of Appeals by *Domino's Pizza*.[8] The Supreme Court's cert denial left intact the United States Ninth Circuit Court of Appeals decision wherein the court basically hammered the *Domino's Pizza* lawyers on the fact that *Domino's Pizza* should not be surprised about the legal requirement to make its website accessible given that the ADA has been law since 1990. The most important takeaway from the *Domino's Pizza* litigation is the court's clear message that accessibility to websites by the disabled is not a new concept. The court made short shrift of *Domino's Pizza*'s argument that it should not have to comply with the ADA's accessibility requirements because there existed no promulgated standard under the ADA, and therefore, it shouldn't be liable. *Domino's Pizza's* excuse for not complying with the ADA was weak because a private standard does exist that is widely known. The standard is known as WCAG (pronounced "WikAg") developed by W3C.[9] No one should be surprised by this development as this is not the first time that a private organization has stepped in to fill a void. WCAG is here to stay as the leader. As an example of the foothold of the WCAG standard, all one needs to do is look to what is going in federal agencies. For example, all federal agencies (including HUD) that are required to comply with § 504 of the Rehabilitation Act (almost all) are also required (currently)[10] to use the WCAG 2.0 AA Standard for Website Accessibility on all websites.

In closing, if your entity or organization has a website, it behooves you to determine whether your website passes muster and is accessible by the disabled. The best time to install accessibility features into the architecture of the website is at inception, and remember that a cheap quick fix offered on the Internet may not be a "fix".

[6] Note that there are other types of disabilities that should not be ignored, e.g. deafness.
[7] A tester is someone who is recruited by another party to perform a specific set of tasks.
[8] *Domino's Pizza v. Guillermo Robles*, 140 S.Ct. 122 (2019).
[9] World Wide Web Consortium. Note that there are new developments of the WCAG standard being developed on an ongoing basis.
[10] Note that the standard continues to evolve and is not stagnant.

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AN OVERVIEW OF CONSIDERATIONS FOR COMMUNITY ASSOCIATIONS THAT WANT TO REGULATE SMOKING

BY: CHRISTOPHER J. SHIELDS, ESQ. AND VANESSA FERNANDEZ, ESQ.

As technological developments continue to change the way consumers smoke, it should come to no surprise that smoking in community associations has, once again, become a hot issue. This article focuses on considerations for condominium associations and homeowners associations when the question of smoking within the community inevitably comes up. Perhaps the most important consideration, and quite typically the first question I receive is, "Can the Association do this?" or more specifically, "Does the Association have the authority to regulate smoking, and, if so, to what extent?"

Depending on the Association's governing documents, the Board of Directors may or may not have the authority to promulgate rules and regulations for the community with respect to the use of units and/or the use of the common elements or Association property. Therefore, any information provided herein will depend largely on any given Association's governing documents. That said, section 386.204 of the Florida Statutes (2019), or the Florida Clean Indoor Air Act, prohibits smoking and vaping in an enclosed indoor workplace which includes most businesses and establishments throughout the state wherein one or more persons engages in work. The Florida Clean Indoor Air Act essentially covers most of the common element structures within a community such as clubhouses, recreational facilities, mail rooms, offices, etc. However, this statute does not cover the open air common areas of a community which is where the Association's ability to promulgate rules and regulations concerning smoking becomes important in order to prohibit smoking in the pool areas and other outdoor areas of the community.

Assuming that an Association's governing documents do grant the Board of Directors the broad authority to promulgate rules and regulations concerning the use of units, common elements including limited common elements, and other Association or condominium property, the Board will be able to promulgate rules so long as they are reasonable. The effects of secondhand smoke are well-established and so it is very likely that a court would uphold a rule banning smoking in the common element areas as *reasonable* so long as it is within the Board's authority to promulgate the rule and it has been properly enacted.

Both the Condominium Act and the Homeowners' Association Act, Chapters 718 and 720 of the Florida Statutes (2019) respectively and with little variation, provide that written notice of any meeting, including a Board meeting, at which amendments to rules regarding unit or parcel use will be considered must be mailed, delivered, or electronically transmitted (if owners have consented to notice by electronic transmission) to the members and unit or parcel owners and posted conspicuously on the property at least 14 days prior to the meeting. This means that even if the Board has the authority to promulgate the rule and proper notice of a Board meeting is only 48 or even 72 hours in the Association's documents, the Association will still have to comply with the statutory provision (or a more stringent governing document provision) as to notice of rules regarding unit use. So, the Association will have to mail, deliver, or electronically transmit and post the notice of the meeting at which an amendment to rules concerning unit use will be considered at least 14 days before the meeting. Failure to comply with this statutory provision could result in the Association's inability to enforce the rule along with a trail of other legal issues for the Association.

Further considerations for an Association may include the extent of a rule or regulation intended to prohibit smoking within the community. Does the Association wish to ban smoking within the dwelling units themselves? If so, this may be beyond the Board's authority to do via Rule amendment and generally requires an amendment to the Declaration.

Additional questions include: Does the Association wish to prohibit vaping? Does the Association wish to prohibit smoking or vaping marijuana products or nicotine products in addition to tobacco products? Does the Association wish to restrict certain smoking or vaping devices, including hookahs, electronic cigarettes, pipes, vape pens, or other devices? These are just some of the considerations a Board may want to make before proposing any amendment of this nature to the governing documents.

As medical marijuana becomes more prevalent it is also important for Associations to take note that according to section 381.986 of the Florida Statutes,

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smoking is considered a medical marijuana use which is protected and limited by the statute. However, section 381.986(15) provides, "This section does not impair the ability of any party to restrict or limit smoking or vaping marijuana on his or her private property." This limitation in the statute allows for an Association to prohibit smoking and vaping marijuana on the Association's property, including medical marijuana. With respect to the smoking of medical marijuana within a unit or parcel, the general consensus is that Associations should keep track of any complaints and potentially enforce their nuisance provisions against the use should the complaints give rise to a nuisance, however this largely depends on the nuisance provision in the Association's governing documents. Associations should consult with legal counsel before enforcing a nuisance provision against the use of medical marijuana.

When it comes to amendments to any of the governing documents to limit or restrict smoking and/or vaping within the community, my advice is that Associations consult with their attorney(s) prior to taking the amendment up for a vote in order to ensure that the Association is not overstepping its authority under the governing documents or the statutes and to ensure that the Association has complied with the statutory requirements.

PROOF OF INSURANCE AND THE DISTINCTION BETWEEN A "CERTIFICATE HOLDER" AND AN "ADDITIONAL INSURED"

BY: ALEXANDER J. MENENDEZ, ESQ.

There are many reasons why a condominium or homeowners association would want to be insured under another party's insurance policy. After all, any member, contractor, or service provider who enters into a community and creates a hazard also creates potential liability on the part of the community association. For this reason, an association's contracts and governing documents will often require that third parties obtain, and provide proof of, insurance that covers the association. But what kind of proof is sufficient?

Often, we find that the Certificate of Insurance (i.e. proof of insurance) that is provided to an association is inadequate, out of date, or outright fraudulent. These certificates use terminology that can be very confusing and misleading, and it is important to note that a Certificate of Insurance is only valid as of the date shown on the face of the certificate. Any changes to the underlying insurance policy, including any termination of the policy, may or may not be disclosed to the association. Further, merely including an association's name on a Certificate of Insurance (fraudulently or otherwise) is no guaranty that the Association was ever insured.

We advise all of our association clients to forward any Certificate of Insurance to our office for review. These certificates should be double-checked with an insurance carrier to confirm that the information shown on the certificate is accurate and to confirm that the underlying insurance policy is still in effect. In addition, a determination should be made as to whether the Association is even covered by the underlying insurance policy and to what extent coverage is limited by the terms of the insurance policy.

Certificates of Insurance from third parties will use the terms "Certificate Holder" and "Additional Insured" to describe the association. At first glance, these terms might both suggest that the association is insured. However, only an "Additional Insured" and the Named Insured on the policy are covered. A "Certificate Holder" is simply someone who is designated to receive a copy of a Certificate of Insurance.

Even if an association is considered to be an "Additional Insured" under a third party's insurance, it is important to confirm the scope of coverage for Additional Insureds. In many cases, an insurance policy may expressly limit the rights and privileges of Additional Insureds, as well as the amount of insurance. When presented with a Certificate of Insurance, we suggest that our association clients request and forward a copy of the complete insurance policy to our office, or at least a copy of a policy's declarations page. Our office can then review the insurance policy forms to determine whether the policy provides adequate coverage as required by the association's governing documents or by a contract.

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This newsletter is provided as a courtesy and is intended for the general information of the matters discussed herein above and should not be relied upon as legal advice. Christopher J. Shields (christophershields@paveselaw.com) is Florida Bar Certified in Real Estate Law as well as Condominium and Planned Development Law, a Partner in the Pavese Law Firm and heads the Community Law Section for the Firm. Christina Harris Schwinn (christinaschwinn@paveselaw.com) is a Partner in the Pavese Law Firm and also practices in the field of Labor/Employment Law. Keith Hagman (keithhagman@paveselaw.com) is a Partner in the Pavese Law Firm. Charles B. Capps (charlescapps@paveselaw.com) is Florida Bar Certified in Real Estate Law as well as Condominium and Planned Development Law and a Partner in the Pavese Law Firm. Chené Thompson (chenethompson@paveselaw.com) is a Partner in the Pavese Law Firm. Christopher Pope (christopherpope@paveselaw.com) is a Florida Bar Certified Lawyer in Condominium and Planned Development Law and a Partner in the Pavese Law Firm. Alexander J. Menendez (ajm@paveselaw.com) is an Associate in the Pavese Law Firm. Amy S. Thibaut (amythibaut@paveselaw.com) is an Associate in the Pavese Law Firm. Alton Kuhn (altonkuhn@paveselaw.com) is an Associate in the Pavese Law Firm. Vanessa Fernandez (vanessafernandez@paveselaw.com) is an Associate in the Pavese Law Firm. Susan M. McLaughlin (susanmclaughlin@paveselaw.com) is Of Counsel in the Pavese Law Firm.

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