

PPR PLEAT, PERRY & RITCHIE, P.A.

Attorneys At Law

It's that time of year again—strings of colorful lights, decadent meals and gift giving. It's also a time for reflection (personal and business). **Pleat, Perry & Ritchie, P.A.** would like to thank you for your business & friendship, and to wish you and your family a warm and happy holiday season and a prosperous 2013.



HAPPY HOLIDAYS

FIRM ANNOUNCEMENTS

- ♦ The name of the firm has changed to **Pleat, Perry & Ritchie, P.A.** The Firm has added William J. "West" Ritchie to the Firm name. West has been a valued partner with the Firm for 7 years.
- ♦ Partner, **Amy Perry**, was recently named the **Chair-Elect for the Destin Area Chamber of Commerce** and will serve her term as Chairman in 2014. Partner, **West Ritchie**, has been named **Chair-Elect for the Walton County Area Chamber of Commerce** and will serve his term as Chairman in 2014. PP&R will have the honor of having two of its partners serving as Chairman of area chambers at the same time.
- ♦ Partner, **Amy Perry**, an inaugural **member of Impact 100**. Impact 100 is made up of 128 area women leaders who each donated \$1,000 to the Impact 100 group. After a careful submission process, the first grant of \$128,000 was awarded to the Judge Ben Gordon Jr. Family Visitation Center.
- ♦ PP&R is proud to be a sponsor of the annual Seaside School Half Marathon. The yearly marathon takes place on 30-A and the funds raised go to support the **Seaside Neighborhood School**.
- ♦ For the third year in a row, PP&R was a sponsor of the annual Rosemary Beach Bocce Ball tournament.
- ♦ Senior Partner, **David B. Pleat**, recently **settled a personal injury case for a 21 year old client** who was badly injured by a drunk driver in front of the Sandestin Resort. The client's car was crushed and he suffered multiple fractures to his right leg and arm requiring multiple to surgeries after being life-flighted to Sacred Heart Hospital in Pensacola. The litigation took place in the Circuit Court for Walton County and was settled prior to trial. The recovery allows the client to have funds available to address his past medical bills and pain and suffering as well as compensation to address future medical care needs and how

IN THIS ISSUE

- Firm Announcements
- BP Claims — Do you need help?
- A Cool Android App
- Supreme Court and Arbitration Clauses
- Employment Policies—Do Yours Need to be Re-newed?
- 2012 Firm Wrap-Up



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this has impacted his life. Aggressive litigation and fine forensic engineering led to the final settlement and favorable result.

- ♦ **Robert R. Klostermeyer, B.S., J.D.**, *Of Counsel* will be joining the Firm. Mr. Klostermeyer has been licensed to practice law in Florida since 1983. He received his B.S. in Business Administration from the University of Florida and received his Juris Doctorate from the University of Florida College of Law, Gainesville, Florida. He most recently served as an Associate Professor of Political Science at Southwest Baptist University in Missouri. Mr. Klostermeyer will be concentrating his practice on civil law, appeals, association law and municipal law/land use. He will join the firm on January 7, 2013.



BP Claims: Do you need to refile or amend your claim?

PP&R OFFERS COMPLETE CLAIMS ANALYSIS AND SETTLEMENT SERVICES - Associate attorney, **Ryan Garrity**, has been involved with the claims process from its inception, through the Gulf Coast Claims Facility (GCCF) and the transition to the Court-appointed Deepwater Horizon Settlement Services. Mr. Garrity has nurtured existing business relationships with accountants from Brown Greer LLC and Price Waterhouse who analyze claims for settlement and have been appointed by the U.S. District Court for the Eastern District of Louisiana. Mr. Garrity is familiar with the specific language of the Settlement Agreement and has helped many clients in the local area collect on their BP claims and understand what rights they are releasing upon settlement. Mr. Garrity is currently representing clients with BP oil spill claims. **The current process for review of claims allows for resubmission of any previously denied claims. If you have an existing claim or your claim has been previously denied, contact Mr. Garrity for a free consultation on the current claims process.**

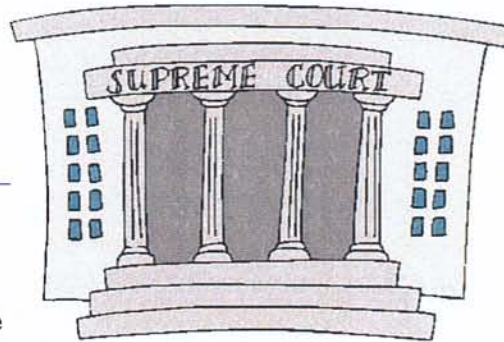
A Cool Android App



Have you ever driven right by a historical site or seen the sign indicating there is a historical site just a little too late to take the exit? Well have we got an app for you. **Andrew C. Pleat**, brother of Senior Partner, David Pleat, has created an "APP" called the "**HUMDUB**". The Humdub provides roadside audio notices of historical sites and markers as you drive down the road. So, when traveling, Humdub constantly provides information for the traveler on historical sites in the United States that travelers may wish to visit. Best of all, **the App is free** and available on all Android phone systems and, hopefully soon, will be available for Apple products. So search your App store for "HUMDUB" and download. You will be amazed at how many historical sites you pass as you drive down the road. Enjoy!

Supreme Court Reminds Us: Arbitration Clauses Are Alive and Well

By: PP&R Attorney, Elizabeth V. LaFollette, *Of Counsel*



In late November, the United States Supreme Court gave a quick and firm reminder that arbitration clauses in employment agreements are alive and well in Nitro-Lift Technologies, LLC v. Eddie Lee Howard.

In the Nitro-Lift case, two employees entered into confidentiality and non-compete agreements with Nitro-Lift. The agreements also contained an arbitration clause.

After working for Nitro-Lift for a time, the employees quit and began working for one of Nitro-Lift's competitors. Nitro-Lift served the employees with a demand for arbitration and claimed the employees had violated their non-compete agreements.

The employees then filed a lawsuit in Oklahoma state court, asking the court to rule that the non-competition agreements were void. The state court dismissed the complaint, ruling the case had to be submitted to arbitration.

On appeal, the Oklahoma Supreme Court asked the parties to show cause why the case should not be resolved according to an Oklahoma law addressing non-competes. Nitro-Lift continued to argue that the dispute should be resolved by an arbitrator, not a court. The Oklahoma Supreme Court was not persuaded and held that the non-compete agreements at issue were unenforceable under Oklahoma law.

Nitro-Lift appealed to the United States Supreme Court. Nitro-Lift argued that under the Federal Arbitration Act ("FAA"), the issue of whether the non-competes were enforceable should have been resolved by an arbitrator, not a court. The United States Supreme Court wholeheartedly and unanimously agreed with Nitro-Lift.

The United States Supreme Court did not pull any punches and stated, "The Oklahoma Supreme Court's decision disregards this Court's precedents on the FAA." The Court explained, "[W]hen parties commit to arbitrate contractual disputes, it is a mainstay of the [FAA]'s substantive law that attacks on the validity of the contract . . . are to be resolved by the arbitrator in the first instance, not by a federal or state court." As a result, the Supreme Court vacated the Oklahoma Supreme Court's ruling.

As the case goes forward, the arbitrator may very well come to the same conclusion as the state court – that the non-competition agreements at issue are unenforceable. The point, however, is that it is the arbitrator's decision to make. By its ruling in Nitro-Lift, the United States Supreme Court has reaffirmed that it takes arbitration clauses seriously. If state courts try to "get around" arbitration clauses, the attempt will not be tolerated.

Resolve to Have Your Employment Policies Reviewed and Get Your Employees Trained in the New Year

By: PP&R Attorney, Elizabeth V. LaFollette, *Of Counsel*

When was the last time your employees were trained regarding discrimination or harassment? When was the last time your employee handbook or policies were reviewed by an attorney?

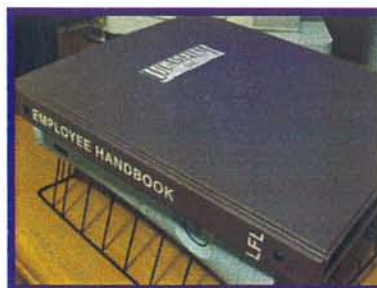
If you are like a lot of employers, your answers may be, "Years ago," or worse yet, "Never." It is easy to get caught up in the every day grind of business and think – it can wait.

The reality is, if you procrastinate too long, you will be too late. It is similar to putting off buying liability insurance. After an incident occurs, you cannot go back in time and buy coverage.

That's right: having good employment policies in place *and* training your employees is a form of insurance. Certain legal defenses will not be available if you do not have good policies or if you do not appropriately train your employees. If the insurance analogy does not appeal to you, you also can think of the situation as being given a wrapped present, but not taking the trouble to open the present or use it. That is, through a series of cases, the Supreme Court has given employers the "gift" of an opportunity for legal defenses if employers implement appropriate policies and training. It would be a shame to waste the gift.

Another excuse employers typically rely upon for failing to update their employee handbooks or train employees is expense. But being on the losing end of a lawsuit – even a minor one – is far more expensive than a review of employment policies or training. It can be an expensive lesson to learn when you are caught defending a lawsuit or unemployment claim and you realize you *could* have helped prevent the problem, but you chose not to make human resources a priority in your business.

Therefore, have no regrets. Resolve to have your employment policies reviewed and make sure your employees get the training they need in the new year. If you would like assistance in doing so, please contact Liz LaFollette at law@pleatperry.com or (850) 650-0599.



2012 FIRM WRAP-UP

Overall, Pleat, Perry & Ritchie had a great year. Even though the economy still isn't quite back to where it was a few years ago, by being committed and focused on its clients, by giving back to the community and by continuing to educate ourselves on the latest case law and statutory changes, PP&R has been able to maintain its goal of providing top notch legal service and remains optimistic for an improving economy in 2013.

Along with the board and committee appointments, awards and personal achievements, the firm has had a year of great experiences. A few of the things Team PP&R is most proud....

- **Two new offices were opened**, a **Navarre** office (near Holley-By-The-Sea) and a **Rosemary Beach** office (in the Town Center).
- **PP&R sponsored and participated in many local charitable events**, such as the Shelter House Walk-This-Way event; the Sinfonia Bravo! Beat 5K; and the Destin Chamber Golf & Dine Tournament to help local schools (where Team PP&R won 1st place).
- **David Pleat** was again selected as a celebrity waiter for the MKAF's annual **charity luncheon** and continues to enjoy serving on the **Circuit Bench/Bar Professionalism Committee**.
- **Amy Perry** continues to serve on the Destin Chamber Board, was appointed **Chairman of the Florida Bar Grievance Committee**, won the **Destin Chamber Chairman's Award for Volunteer Service**, became an active member of IMPACT 100 and **enjoyed her time with the 1st Special Operations Wing Honorary Commanders Program while continuing to build her mediation/arbitration practice**.
- **West Ritchie** campaigned for District 1, Walton County Commissioner. He continues to serve on the **Walton Chamber of Commerce Board** and is rebuilding his Hammock Bay home which was destroyed by a lightning storm on 12/26/11.
- **Liz LaFollette** served as **President of the Destin Kiwanis** and was often asked to be a guest speaker at civic events and legal seminars.
- **Jerry Miller** continues to serve as counsel for the **City of Destin**, was selected to serve as counsel for the **City of Crestview**, was re-elected to the Mattie Kelley Board and attended the Florida Municipal Attorneys Association seminar in Marco Island.
- **Ryan Garrity** continues to obtain positive results for **BP claims** and foreclosure clients and enjoys coaching his sons' baseball and football teams.



Theresa Stucki (paralegal) West Ritchie, Esq. & Kellyanne Bartleson (Director of Operations) join Luke Skywalker (aka David Pleat, Esq.) at the MKAF's annual charity luncheon.

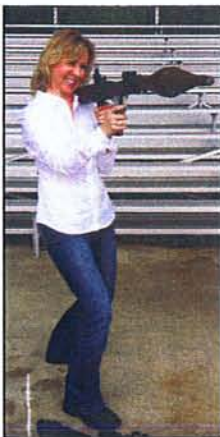


Amy Perry accepting the Destin Chamber Award for Volunteer Service from former Chamber Chairman, Mike Freeman.

In order to keep a positive camaraderie among the staff, Team PP&R participated in many fun team-building events, such as enjoying the theater to themselves for a movie during lunch; putt-putt golf at the Destin Chamber Putt-Oberfest; a private painting class at Abrakadoodle; a nutrition and fitness workshop by Elite Physique Personal Training; a personality test/workshop by the Costa Leadership Institute; and even a Halloween costume contest (way to go, Liz!).



P&P encourages its staff to continue their legal education by attending webinars and seminars. A customer service/client relations course taught in conjunction with the Professional Development Training (NWFSC) was also well attended by PP&R staff. We are proud of our staff for their efforts to maintain and improve their professionalism and client relations.



Amy aka Honorary Commander



Liz—PP&R's Halloween Contest Winner



Partners West Ritchie, Amy Perry & David Pleat

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The opening of the Navarre office.



Liz & Jerry at a team-building event.

www.pleatperry.com

Pleat, Perry & Ritchie, P.A. would like to thank all of its clients, friends & business associates for a wonderful 2012. We appreciate the valuable relationships we have built over the years. We wish you and yours a happy and prosperous 2013!