



"We're pleased with the outcome for our client on this case," notes Jocelyne Macelloni. "Our initial arguments about personal jurisdiction as well as the conspiracy issue have been affirmed on appeal."

BARAKAT + BOSSA WINS APPEAL IN REAL ESTATE TRANSFER CASE IN FRONT OF THE THIRD DISTRICT COURT OF APPEAL

A client who was gifted a condominium by a friend and later sued by relatives of the woman after she died because they found out her home was not in their inheritance has prevailed against the family's suit on appeal. Brian Barakat and Jocelyne Macelloni won the case before Florida's Third District Court based on the fact that the client, a resident of Argentina, could not be forced to come to Florida to face a lower court on matters regarding the civil lawsuit under Florida's rules of "personal jurisdiction". *(continued on page 3)*



NSU LAW TRIAL ADVOCACY SUMMER INSTITUTE

Barakat + Bossa sponsored the NSU Law Trial Advocacy Summer Institute in August. *(Story on Page 2)*



Matthew and Christian are pictured here with Judge Michelle Alvarez Barakat who swore them in and welcomed them into the legal profession on the day they received the news they had passed the Bar.

THE VERDICT IS IN - THEY PASSED THE BAR EXAM!

Congratulations to Matthew Akiba and Christian Maroni, our two law clerks, on passing the Florida Bar Exam this September! Your hard work, preparation, thirst for knowledge, and dedication have paid off and we are expecting great things as you begin your careers as lawyers at Barakat + Bossa.

NSU LAW TRIAL ADVOCACY SUMMER INSTITUTE

Continued from Page 1

This annual program introduces students to fundamental skills needed to try cases and is hosted by the NSU Trial Association, a trial from start to finish.

Each day the students learn a new facet of trial and workshop them in private rooms with volunteer attorneys and judges who help them hone their skills.

We are happy to note that Arlette Gomez, who is a law clerk at our firm and a third year NSU Law student is the president of the of NTA, and the person who put TASI together.

On the final day the students are paired off into trial groups and present everything they learned through a final trial. B2B Partner Giacomo Bossa, a NSU Law alum, attended this event and talked to students about the advantages of Barakat + Bossa's Incubator Program and how they can use it to continue to nurture the skills they learned during the week in TASI.



Giacomo Bossa with Arlette Gomez in the courtroom used for the TASI program

Barakat + Bossa's Incubator Program is designed to help young, talented lawyers obtain trial experience that isn't often immediately available. The Incubator provides you with the tools and mentoring to learn and grow.

Barakat + Bossa facilitates this with a mix of practical experience guided by a seasoned litigator that includes observation, conducting depositions, developing cases, conducting mediations, evidentiary hearings to direct and cross-examination of witnesses.

The Incubator pays competitive salaries while giving exposure to all facets of trial. Barakat + Bossa encourages Law school students to consider our unique program as we will give them a nuts and bolts opportunity to become a trial attorney.

For details on the Incubator Program and to apply please go to: www.b2b.legal/incubator-program



THIRD DISTRICT COURT OF APPEAL

Continued from Page 1

"In essence the Appeal Court supported our motion at the initial trial that there is nothing in the law to compel a person residing outside of the country to come to Miami for a lawsuit of this nature," according to Brian Barakat, the firm's partner. "The Appeals court also addressed issues used against our client regarding conspiracy to compel him to appear and held that they were not sufficient to establish jurisdiction as well."

Here are the legal aspects and excerpts of the decision on the case as outlined by Jocelyne Macelloni for reference:

The Florida Third District Court Appeal has dismissed the Amended Complaint against him (the client) for lack of personal jurisdiction. The Amended Complaint attempted to assert personal jurisdiction over our client, a citizen and resident of Argentina, on two grounds: (1) a civil conspiracy theory; and (2) an "alter-ego" theory.

With respect to the civil conspiracy theory, the Third District Court of Appeal ultimately held that the Amended Complaint set forth only vague and conclusory allegations with respect to a civil conspiracy between [our client] and [residents of Florida]; these allegations are not sufficient to establish personal jurisdiction over [our client] under . . . Florida's long-arm statute."

The Third District further found that the Amended Complaint's "alter-ego" theory fared no better in that "[t]he pleading further allege[d] only conclusory allegations that are both insufficient to pierce the corporate veil . . . and to establish personal jurisdiction"

Ultimately, the Third District reversed the non-final order finding that our client was subject to personal jurisdiction in the State of Florida, and remanded the case with instructions that the trial court dismiss the Amended Complaint with leave to amend.



What you need to know about EXPIRING NON COMPETE CONTRACTS

“ There is one very important fact in this case that creates a danger. The contract was for more than a year. So, by law (the statute of frauds) it must be in writing. ”

A non-compete contract can expire before an employee stops working, if the contract has a termination date. This was the case in 2005 when Prime Management Group tried to enforce a contract against their employee, Douglas Gray. They had an employment contract with a restrictive covenant that was otherwise valid under Florida Statute § 542.335. *Gray v. Prime Mgmt. Grp., Inc.*, 912 So. 2d 711, 713 (Fla. Dist. Ct. App. 2005) see also *Sanz v. R.T. Aerospace Corp.*, 650 So. 2d 1057 (Fla. 3d DCA 1995).

Learn More on the B2B Blog:
www.b2b.legal/expiring-non-compete-contracts

MERCHANT PROCESSING OF CREDIT CARDS: GENERAL FRAMEWORK

by Alessio Sciarra

Merchant processing constitutes the acceptance, processing, and settlement of payment transactions for merchants. It involves gathering sales information from the merchant, obtaining authorization for the transaction, collecting funds from the issuing bank, reimbursing the merchant, and charge-back processing.



These days, the overwhelming majority of merchant transactions come from credit card purchases at merchant locations. Such transactions involve four parties: a consumer (cardholder), the consumer's bank (the issuer), the merchant, and the merchant's bank (the acquirer). On top of these four essential parties, the card network has rules and obligations of its own.

The process has several steps:

- First, the consumer makes the purchase.
- Second, the merchant, who makes the sale, accepts the card payment through the card reader technology and processing activities provided by the merchant's bank.
- Third, the financial institution that issues the card makes the payment on behalf of the cardholder.
- Fourth, the acquirer financial institution collects the payment on behalf of the merchant.

In addition, the card network establishes rules for card transactions and coordinates the transmission of information and money between the issuer and acquirer banks. B2B can help you negotiate and review your Merchant Contract.

Learn More:

<https://tinyurl.com/B2BMPFORYOU>

Are You a High-Risk Merchant?

Barakat + Bossa can help. Our foundation and training as trial attorneys gives us an advantage in helping with ISOs, and exposure for high-risk activities like online pharmacy, tobacco and MMJ.

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