GASSMAN CROTTY & DENICOLO, P.A.
ATTORNEYS AT LAW

THE THURSDAY REPORT

Issue# 270 - Thursday, August 1, 2019

Edited By: Christopher J. Denicolo

IN THIS ISSUE

On Redington Beach this week, dozens of individuals came together to help 5 whales stranded on the beach. 3 of the 5 whales were released back into the wild while the other 2 were sent to a rehabilitation facility in Tarpon Springs.

For Finkel's Followers

Why the Best CEOs Have an Exit Strategy (And Other CEO Secrets Revealed)

By David Finkel

Want to know how successful CEOs get such great results? Here are the four reasons why (and how you can model their success to generate greater growth.)

Humor

Important(?) Events that Occured on August 1st

Upcoming Events

QUOTES OF THE WEEK

“It is better to fail in originality than to succeed in imitation” - Herman Melville (We fail in novel ways all the time while writing our Thursday Reports!)

“It shall be a good Thursday report. Even if it kills me. Or if it kills anyone else, for that matter.” - Mark Antony

“Constantly choosing the lesser of two evils is still choosing evil.” - Jerry Garcia of the Grateful Dead, speaking about picking his favorite Thursday Report.

“Winter is Coming.” - Game of Throne’s Ned Stark letting people know that Winter the Dolphin was arriving at the Clearwater Aquarium in 2005.

“It’s a Whale of Time!” - Welsh soccer star, Gareth Bale’s response to the question about how it is playing for his country of Whales in the UK (At least it’s better than playing for Real Madrid).

On July 1st, Florida updated a number of laws. Below we discuss the patient brokering changes, the changes to non-compete laws, and (to the joy of Bob Marley and the WHALERS) the changes to medical marijuana law.

Florida Medical Law Development

By Joe Cuffel, Wesley Dickson and Maxwell Potter

There have been many recent developments in the landscape of medical law in Florida. Two such legislative changes, which we took particular note of, are described below:

1. Non-competition covenants for specialists
2. Medical Marijuana changes

1. Non-competition covenants for specialists: You cannot restrict specialists from practicing by way of a non-competition covenant if they are the only other specialist in the county.

A new Florida statute prohibits enforcement of non-competition covenants for specialist physicians who are the "only other specialists in the county." Florida Statute Section 542.336 became effective on July 1, 2019 and provides that a non-competition covenant for a specialist medical doctor or osteopath will not be enforceable if the only other specialist or specialists practicing in the same county work for the same entity.

For example, if Doctor Smith and Doctor Jones work together and there is a non-compete, and Doctor Jones leaves the practice for any reason, if Doctor Smith is the only other specialist in the county, then Doctor Jones can compete.

Alternatively, if Smith, Jones, and Foster work for a Hospital chain with a single employer, then one of them could leave and compete, because the remaining two work for a single employer.

The non-applicability of restrictive covenants created by this statute will apply for three years from the time that the applicable specialist is able to compete, notwithstanding whether other specialists may come into the county.

There will be questions as to what a "specialty" is. For example, if Dr. Jones is an interventional radiologist, and his colleagues who all work for the same entity are readiologists, but do not do interventional radiology, can Dr. Jones compete? The answer may be that Dr. Jones can compete as an interventional radiologist, but that he may not be able to perform general radiology.

The statute and the legislative history of the bill do not define "medical specialty" and do not address medical "sub-specialities."
The statute reads as follows:

> **§ 542.336. Invalid restrictive covenants.—**
> A restrictive covenant entered into with a physician who is licensed under chapter 458 or chapter 459 and who practices a medical specialty in a county wherein one entity employs or contracts with, either directly or through related or affiliated entities, all physicians who practice such specialty in that county is not supported by a legitimate business interest. The Legislature finds that such covenants restrict patient access to physicians, increase costs, and are void and unenforceable under current law. Such restrictive covenants shall remain void and unenforceable for 3 years after the date on which a second entity that employs or contracts with, either directly or through related or affiliated entities, one or more physicians who practice such specialty begins offering such specialty services in that county.

2. Medical Marijuana changes: You can now smoke medical marijuana. Individuals under age 18 can smoke medical marijuana if they are diagnosed with a terminal illness.

A new amendment, which went into effect on March 18th of 2019, lifted the prohibition on the smoking of medical marijuana. Prior to the passage of this amendment, medical marijuana could only be consumed through the use of oils or concentrates. As discussed in the National Academies of Sciences, Engineering, and Medicine's publication, The Health Effects of Cannabis and Cannabinoids: The Current State of Evidence and Recommendations for Research,, this will enable patients to better control their dosing. Click here to read more about the history and health effects of Cannabis. The language of the amendment does not change the fact that the drug, regardless of THC concentration, may not be smoked outdoors.

In addition to allowing the smoking of marijuana, the bill also modifies other aspects of the law, by doing the following:

- Prohibits the certification of marijuana for medical use by smoking to patients under the age of 18 unless such patient is diagnosed to have a terminal condition.
    - For terminal patients under the age of 18, the bill requires a qualified physician to certify that smoking is the most effective means of administering medical marijuana to the patient, and a second physician, who is a board-certified pediatrician, must concur with this determination.
    - The certifying physician must also obtain written informed consent from the patient's parent or legal guardian and must use a standardized consent form adopted in rule by the applicable board.
- Specifies that a physician may not certify more than six 35-day supplies of marijuana in a form for smoking.
- A 35-day supply may not exceed 2.5 ounces, and a patient may not possess more than four total ounces at any one time. A physician may request the DOH to authorize an exception to the supply and possession limits.
- Specifies that low-THC cannabis may not be smoked in public and prohibits the medical use of marijuana by smoking in an "enclosed indoor workplace," as defined in the Florida Clean Indoor Air Act.
- Provides an exception to the one-to-one caregiver-to-patient limit for patients that are participating in a research program established at a teaching nursing home. The bill also requires the Consortium for Medical Marijuana Clinical Outcomes Research to collaborate with teaching nursing homes and allows the consortium to award funds to a teaching nursing home for research on the medical use of marijuana to alleviate conditions related to chronic disease and aging.
- Permits a qualified patient and his or her caregiver to purchase and possess delivery devices for the medical use of marijuana by smoking from a vendor that is not a medical marijuana treatment center (MMTC).
- Requires that the risks specifically associated with smoking marijuana must be included in the informed consent each patient must sign prior to being certified to receive medical marijuana.
- Requires a physician who certifies a patient to use smokable marijuana to submit specified documentation to the Board of Medicine or the Board of Osteopathic Medicine, as applicable. Each board must review the documentation submitted and establish practice standards for the certification of smokable marijuana in rule by July 1, 2021.
- Restricts wrapping papers sold by an MMTC from being made from tobacco or hemp, specifies packaging and warning label requirements for medical marijuana intended for smoking, and also requires the DOH to establish requirements for marijuana delivery devices sold from an MMTC.
- Provides that s. 381.986, F.S., does not impair the ability of a private party to restrict or limit smoking or vaping on his or her private property and does not prohibit the medical use of marijuana in a nursing home, hospice, or assisted living facility if the facility's policies do not prohibit the medical use of marijuana.
- Renames the "Coalition for Medical Marijuana Research and Education" as the "Consortium for Medical Marijuana Clinical Outcomes Research." The Consortium is to be housed in a state university designated by the consortium's board of governors and must annually adopt a plan for medical marijuana research. The plan must organize a program of research that:
    - Contributes to the body of scientific knowledge on the effects of the medical use of marijuana, and
    - Informs both policy and medical practice related to the treatment of debilitating medical conditions with marijuana.
- Provides the following appropriations:
    - $1.5 million in recurring general revenue to fund the Consortium for Medical Marijuana Clinical Outcomes Research.
    - $391,333 in nonrecurring funds from the Grants and Donations Trust Fund for FY 18-19 and $705,331 in recurring funds from the Grants and Donations Trust Fund to the DOH for implementing the provisions of the bill.

In future weeks, we will continue to explore developments in Florida Medical Laws. In particular, we will examine the changes made to the Florida Patient Brokering Act.

Reforming Irrevocable Florida Trusts – Will the Settlor's Intent Matter?

By Christopher J. Denicolo, Alan S. Gassman and Maxwell D. Potter

EXECUTIVE SUMMARY:
In 2014, the Florida Second District Court of Appeals held in Peck v. Peck that an irrevocable trust could be modified by a court when consented to by beneficiaries of the trust. Four years later, in Horgan v. Cosden, the same court recognized this principle, but disallowed modification of an irrevocable trust because doing so would be contrary to the settlor's intent.

In Peck, a father's last will and testament provides for the residuary of his estate to be devised to two separate irrevocable trusts established by his son, Daniel Peck, and his daughter, Constance Peck. The daughter's trust named the daughter and her brother as co-trustees of the trust, and the daughter was the primary beneficiary. The Court held that the daughter's trust could be modified upon agreement of the daughter and all beneficiaries of the trust although it was irrevocable and despite the trust being funded by bequests under the father's last will and testament. One key fact is that, during the father's lifetime, he made gifts to the daughter under the Florida Uniform Transfers to Minors Act, which were then used by her to fund the trust after she reached the age of maturity and had the absolute right of ownership and control of the subject assets. Thus, when the daughter sought to terminate the trust and obtained co nsent from the other trust beneficiaries, she was able to cause the termination thereof, even though this was contrary to the intentions of her father at the time that the trust agreement was executed.

A distinction discussed below is that the trust was funded by her, from her own monies that she withdrew from a Gift to Minors Act account for her benefit after she reached the age of majority, and that the trust was also funded under the Last Will and Testament of her father. The court chose not to consider the trust to actually be two separate trusts, one that would be considered to have been formed and funded by her father, and the other that would have been considered to have been formed and funded by Constance.

Conversely, in the Horgan case, a mother established a trust for the benefit of her son during his lifetime, with the remaining assets of the trust upon his death to be distributed to three educational institutions. When the son attempted to terminate the trust, he was unable to, despite obtaining consent from the remaining beneficiaries, because doing so would go against his mother's intent as the settlor of the trust.

Despite the apparent similarities of the facts of the Peck and Horgan cases, there are key distinctions which ultimately justify the holding in each case. This article aims to identify the important similarities and differences between the two cases, and provide planning tips for irrevocable trusts to ensure that a modification contrary to Settlor's actual or assumed intent does not occur.

FACTS:

I. The Florida Law of Trust Modification - Sometimes Hard to See Clearly on a Rainy Day
Florida law provides several avenues for the modification of an irrevocable trust. Among these avenues are nonjudicial methods that can be effectuated without court intervention, and judicial mechanisms that require a court's consent. Namely, Fla. Stat. Section 736.0412 allows for the nonjudicial modification of an irrevocable trust, if the trust meets certain criteria, the trustee and all beneficiaries agree, and the contemplated modification would be permitted pursuant to Fla. Stat. Section 736.04113 if such contemplated modification were submitted to a court for judicial reformation. Fla. Stat. Section 736.04113 indicates that the reasons for which an irrevocable trust can be judicially modified are as follows: (1) the purposes of the trust have been fulfilled or have become illegal, impossible, wasteful, or impracticable to fulfill; (2) circumstances not anticipated by the settlor... defeat or substantially impair the accomplishment of a material pur pose of the trust; or (3) a material purpose of the trust no longer exists. Section 736.04113 explicitly states that the purposes for a trust modification "are in addition to, and not in derogation of, rights under the common law to modify, amend, terminate, or revoke trusts."

In 1974, the District Court of Appeal of Florida held in Preston that an irrevocable trust may be modified or terminated if there is consent from the settlor and all beneficiaries, even if the trust's purposes have not been accomplished. Without consent, the irrevocable trust may still be amended if "the settlor surrenders privileges or rights in favor of the beneficiary."

The Preston case predates the above-referenced statutes. Nevertheless, the common thread running through Preston and the Florida Statutes is that the settlor's intent for establishing the trust is paramount, and that the consideration of whether the contemplated modification is in the best interests of the beneficiaries based upon the settlor's intent is key to the analysis of the appropriateness of the modification.

II. Peck v. Peck
Bernard Peck created a Last Will and Testament that devised funds to a marital trust for his wife. Upon Bernard's wife's death, the remaining assets were to be transferred to a residual trust for distribution to Bernard's children, Daniel and Constance, into their own separate trusts, "established by each of them." The trust created for Constance L. Peck was named the "CLP Trust".

Bernard Peck was a lawyer by occupation, and he prepared the CLP Trust for Constance and funded it with "gifts he made to her over a period of years." It seems that such gifts were made from Bernard directly to Constance under the Florida Uniform Transfer to Minors Act, and were technically transferred from Constance into the trust. Bernard's last will and testament provided that the residuary of his estate would pass into two separate trusts upon his death, with one trust being established for his son, and the other trust being the CLP Trust for the benefit of Constance. The CLP Trust provided for Constance to receive five thousand dollars ($5,000) of principal annually until she reached the age of fifty (50), which increased to ten thousand dollars ($10,000) annually until she reached the age of fifty-five (55), and further increased to fifteen thousand dollars ($15,000) annually after she reached the age of fifty-five (55) until h er death. Constance also had a testamentary power of appointment to distribute the assets remaining in the trust upon her death as provided in her last will and testament. Constance and Daniel were the successor co-trustees of the CLP Trust.

The CLP Trust included a spendthrift clause but contained no language prohibiting Constance from withdrawing the funds to make loans or gifts, or prohibiting the trust from being judicially modified. Nevertheless, the CLP Trust was irrevocable, as the trust provided that it was not "subject to amendment, and no portion of the trust estate may be withdrawn from the operation of this trust except in accordance with the terms herein before set forth."

In 2012, Constance filed a petition to terminate the trust, stating that she had the ability to represent and bind contingent beneficiaries of the trust under her power of appointment. Daniel, as co-trustee of the CLP Trust, objected and argued that the trial court could not terminate the trust under Fla. Stat. Section 736.04113 because the trust's purposes remained unfulfilled.

The trial court held that Fla. Stat. Section 736.04113 does not limit the court's common law authority to terminate the trust. On appeal, the Second District Court of Appeals allowed the termination of the CLP Trust, stating that "if Bernard had created the CLP Trust as settlor, he probably could have structured it so that it could not be modified by this common law method after his death or if he objected while living." Crucial to the Appeals Court analysis is the fact that Constance was considered to be the settlor of the trust, so she was provided with the power to modify and terminate the trust with the beneficiaries' consent, regardless of Bernard's intent in creating the trust.

III. Horgan v. Cosden
Yvonne Cosden established a revocable trust in 1993, which was amended and restated in 1998 and again in 2004. The trust became irrevocable upon Yvonne's death on May 27, 2010, and provided for a cash distribution of $250,000 to her son, Christopher Cosden, after her death. After Yvonne's death, Christopher and Yvonne's friend and personal assistant, Joseph Horgan, were the successor co-trustees of the trust.

The trust did not explicitly prohibit early termination and provided for the balance of the trust assets to be held in a lifetime trust for the benefit of Christopher, whereby he is to receive distributions of income, at least quarterly. The trust included a spendthrift provision which stated that each interest "shall not be subject to any form of pledge, assignment, sale, attachment, garnishment, execution, or other form of transfer." Upon Christopher's death, three educational institutions are to receive outright distribution of all of the trust principal.

In August of 2015, the income and remainder beneficiaries entered into an agreement for the early termination of the trust, and the distribution of the trust funds based upon a present value calculation that Christopher had prepared. The agreement valued the trust assets at $3,000,000, and provided for over $2,000,000 to be distributed to Christopher, and the balance to be distributed to the educational institutions.

However, Joseph did not agree to the early termination of the trust, and claimed that the termination was contrary to Yvonne's wishes to provide trust assets for Christopher for the rest of his life.

The trial court found that the beneficiaries' agreement to terminate the trust early and distribute trust assets was in their best interests because "it will preserve the assets held in the Trust by eliminating unnecessary expenses [or waste] relating to trust administration." The trial court based its decision upon Fla. Stat. Section 736.04113, which permits termination when the purposes of the trust become wasteful.

Joseph appealed the trial court's ruling to the Florida Second District Court of Appeals, which reversed and remanded the decision. In reaching its conclusion, the Appeals Court found that Florida law did not support the termination of the trust, that the terms of the trust clearly evidence the settlor's intent to provide incremental benefits for Christopher during his lifetime, and that keeping the trust in place would not result in any waste of assets. Further, the Appeals Court found that the termination of the trust was not in the best of the interest of the beneficiaries in light of the settlor's intent.

COMMENT:
In the Peck and Horgan cases reaching different conclusions, each case heavily considers the settlor's intent in establishing the applicable trust agreement, and whether the contemplated course of action requested by the petitioner in each case is consistent with such intent. The biggest distinction between the two cases is that, in Peck, Constance (the beneficiary requesting termination of the trust) was considered to be the settlor of the trust, while, in Horgan, Christopher (the beneficiary requesting termination of the trust) was not considered as the settlor of the trust. This probably had something to do with Constance not immediately exercising her Crummey power to withdraw the contributions she had withdrawal powers over, as discussed below.

Under Fla. Stat. Section 736.0103(16):

> "Settlor" means a person, including a testator, who creates or contributes property to a trust. If more than one person creates or contributes property to a trust, each person is a settlor of the portion of the trust property attributable to that person's contribution except to the extent another person has the power to revoke or withdraw that portion.

The Peck opinion indicates that the CLP Trust was funded with gifts that Bernard had given to Constance "over a period of years under the Florida Uniform Transfers to Minors Act." Thus, Constance was the settlor because she was the person who contributed property to the trust since the property had already been gifted to her by Bernard.

The Court noted that Bernard could have been the settlor of the trust that would receive assets for Constance's benefit, but he did not do that. In fact, a more conventional approach than what Bernard utilized would have been for him to have established trusts under his last will and testament or under a separate revocable trust that would receive disposition of residuary assets upon his death. The separate trust would not have provided Constance with any withdrawal powers or been set up in any manner that would have caused Constance to be considered the settlor. Being a lawyer, Bernard should have known that the trust could be modified using the common law method, with consent of the beneficiaries, even if it defeated his intentions. The Peck court recognizes this by stating that "[i]f Bernard had created the CLP Trust as settlor, he probably could have structured it so that it could not be modified by this common law method after his death or if he objected while living," but he chose not to.

The authors believe that the court should have bifurcated the trust to reflect the substance of what happened, instead of considering the contribution to the trust that was made by the estate of Constance's father to be considered to have been her own contribution as sole settlor, when her father could have also qualified as being a "settlor" of the CLP Trust under Fla. Stat. Section 736.0103(16).

Despite the fact that Bernard provided under his Last Will and Testament for the residue of his estate to go to the trust, the Peck court ignored this and allowed the modification even though Constance would have been unable to obtain consent from all settlors and beneficiaries because Bernard had passed away, and would clearly not have given consent because the whole purpose of establishing the trust was to prevent Constance from having direct ownership and full control over monies that would be needed for her lifetime support.

Conversely, the Horgan court ruled that the termination of the trust was not authorized because doing so would be against the settlor's intent, and settlor was not alive to provide consent. The Horgan case serves as a reminder that the court will not automatically grant termination when beneficiaries consent, simply because a petition requesting termination is filed. The Horgan court's analysis placed great weight on the settlor's intent, as indicated by the following:

> "Settlor's intent is the polestar of trust interpretation. A court determines the settlor's intent from the plain and ordinary meaning of the terms set forth in the Trust instrument."

Specifically, the Horgan court stated that "the plain language of the Trust reflects that the Settlor wanted to provide for her son financially via incremental distributions of income until he died and then give the entire principal to the three educational institutions." Thus, terminating the trust prior to the death of Christopher would frustrate the purposes of the trust.

The court acknowledged that Yvonne could have provided for an outright distribution to Christopher (as she did for Joseph Horgan in the trust). However, she chose not to do so, and instead provided for Christopher's devise to be held in a lifetime trust for his benefit that is subject to spendthrift provisions which are designed to protect each beneficiary's interest.

In view of the above, it is surprising that the trial court accepted Christopher's argument that termination of the trust would avoid waste. The Appeals Court dispatched this argument by pointing out that there was no indication that any administration expenses or continued operation of the trust would provide any unusual or wasteful results. The Appeals Court saw through Christopher's motivation in filing the petition by stating the following:

> "In essence, the beneficiaries simply prefer a different course of action than that chosen by the Settlor: they want their money now."

The Appeals Court added further that if they were to rule in favor of Christopher, "beneficiaries could have trusts terminated simply by stating that they did not want to pay trustees' fees, administrative expenses, or be concerned with market fluctuations." Accordingly, the court found that terminating the trust would be in direct contravention of Yvonne's intent, and denied the termination of the trust.

The common thread running through these cases is that the settlor's intent is paramount. This can provide an impediment to possible modifications of a Florida irrevocable trust, which underscores the need for incorporating Trust Protector Provisions if flexibility is to be considered. Many well-drafted irrevocable trusts provide for a committee of independent Trust Protectors to have the ability to amend the trust without court intervention, which can include the ability to terminate the trust or otherwise materially modify the trust's terms based upon changing circumstances.

On the other side of the spectrum, settlors of irrevocable trusts might want to prevent future modification or reformation of an irrevocable trust. If this is desired, then it is recommended for language to be placed in the trust document prohibiting trust modifications through judicial reformation or otherwise. Taking this one step further, the authors have used the following language to clearly set forth the settlor's intent that the trust not be modified, and also to have an offshore foundation be considered as a beneficiary of the trust in order to help prevent the unanimous consent of all beneficiaries with respect to any contemplated reformation or modification of the trust:

> Trusts to Not Be Reformed Or Altered. It is my strong desire and binding intention that no trust herein established shall be subject to alteration or change after my death, and notwithstanding any law or exception to any law that would purport to allow any such change, and therefore upon my death a CLIENT TRUST MAINTENANCE FOUNDATION shall be established in a jurisdiction that allows for the creation and maintenance of a Foundation, which jurisdictions presently include Switzerland, Lichtenstein, and the Bahamas. Such Foundation shall have one or more of my spouse, my descendants or any Primary Beneficiary as managers, and shall provide in its charter that it will take any and all actions necessary to prevent any amendment, alteration, reformation, or change of any trust herein established. A reputable lawyer with at least twenty years' experience and the highest rating available in the applicable jurisdiction shall also be appointed as a Fo undation manager, with such lawyer's sole duty being to assure that the Foundation is maintained, and that the Foundation will not consent to any change in any trust, as herein set forth. Such appointed lawyer shall be selected by the acting Corporate Trustee under this Trust, and may be replaced by the acting Corporate Trustee with another lawyer meeting the same requirements. Such Foundation shall be a discretionary beneficiary of each trust herein established, except for the CLIENT Q-TIP GST TRUST and any CLIENT Q-TIP NON-GST TRUST established under Section 4.02(c) hereof, or any trust that would need to qualify for the federal estate tax marital deduction in order to facilitate avoidance of federal estate tax upon my death. Such Foundation shall request and receive reasonable funds to facilitate its operation from each trust established under this Agreement. My Trustee shall take such further actions as are necessary to assure that no trust under this Agreement can be refo rmed, modified, or changed in any way after my death, and in the event that such modification, reformation, or otherwise is formally recommended to a court of competent jurisdiction by an acting Corporate Trustee, or is not opposed by court action filed by such Corporate Trustee to make best efforts to avoid a reformation, modification, or change, then such Corporate Trustee shall be required to immediately resign and then replaced by alternate Eligible Corporate Trustee elected by majority vote of my descendants who are not in favor of such reformation, modification, or change, or as appointed by a court of competent jurisdiction if no such majority exists, in order to discourage any such change.
>
> Notwithstanding the above, reformation or modification made to avoid income taxes, to avoid confiscation of Trust assets, or to avoid changes which would not impact or expand the material aspects of the dispository plan set forth under this Agreement and any Agreement herein attached, may be facilitated as and when determined appropriate by a court of competent jurisdiction where the order does not expand distributions or access to assets being given to any of my descendants, or other legal rights that descendants might otherwise have or be given to direct how Trust assets would pass, to increase compensation or expense reimbursement, or to otherwise change from what I have intended in executing and funding this Trust Agreement.

CONCLUSION:

The different holdings in Peck and Horgan can be summed up under one common principle: the settlor's intent controls, and a contemplated reformation or modification of a trust will not be approved if it is not in the best interest of the beneficiaries, in light of the settlor's intent.

Therefore, when advising a client on creating an irrevocable trust for a beneficiary who may not be fiscally responsible, it is important to assure that the client is, in fact, the settlor of the trust in order to avoid a situation similar to Peck. A better strategy might be to expressly state in the trust document that Fla. Stat. Section 736.04113 will not apply to the trust, and to provide that the trust cannot be revoked or terminated unless or until the trust assets become so low as to make the administrative burden of maintaining the trust unreasonable. Additionally, it is important to select trustees that will challenge a proposal to modify or terminate the trust, in case one arises, to prevent a trust from being modified outside of its settlor's intent.

The Florida Statutes on trust modification apply "in addition to, and not in derogation of, common law rights to modify, amend, terminate or revoke trusts."

Fla. Stat. Section 726.0412, titled **Nonjudicial modification of irrevocable trust**, indicates that after the death of the settlor, an irrevocable trust can be modified without regard to a spendthrift clause or a provision that prohibits amendment or revocation if there is unanimous agreement of the trustee and all qualified beneficiaries. The statute applies to any trust that was created or that became irrevocable after December 31, 2000, and makes no mention of whether the settlor's intent should be considered in making the modification.

The "qualified beneficiaries" who must consent to the modification are defined under Fla. Stat. Section 736.0103 to include any living beneficiary who is a distributee of trust income or principal or would be a distributee or trust income principal if the trust terminated. Beneficiaries who are minors or not yet born can be "represented" in a court proceeding by any person who holds a power of appointment that could be exercised to divest such minor or unborn possible future beneficiaries.

If no such power of appointment exists then a parent may represent and bind the parent's unborn or minor child.

This statute has thwarted and will continue to thwart the purposes of settlors who form Florida trusts and want to assure that their descendants or other beneficiaries will not overspend, invest unwisely, or have easy access to monies or other assets that can ruin as opposed to enhance a life journey.

One solution to the risk of overriding a settlor's intent is to have an independent trustee or an independent beneficiary, or both, as further described below.

Changes made to an "irrevocable trust" will commonly be based upon a "nonjudicial modification" of the trust which allows for modification without court action.

When the unanimous consent of the trustee and all beneficiaries cannot be received, or the settlor is still living, then Fla. Stat. Section 736.04113 may apply.

While this statute is entitled **Judicial modification of irrevocable trust when modification is not inconsistent with settlor's purpose**, there is no mention of the settlor's purpose or intention under this section, which is probably a drafting oversight. It is therefore not clear whether a judicial modification will be permitted if it is inconsistent with the settlor's purpose.

In order to qualify for modification of an irrevocable trust under Section 736.04113 the court must find that one of the following circumstances exist:

a. "A material purpose of the trust no longer exists," which presumably means that other material purposes of the trust may still exist and be ignored.

b. "Because of circumstances not anticipated by the settlor, compliance with the terms of the trust would defeat or substantially impair the accomplishment of a material purpose of the trust."

c. "The purposes of the trust have been fulfilled or have become illegal, impossible, wasteful, or impractical to fulfill."

A Cloudy Crystal Ball: The Psychic That Tried To Make $1.5 Million Disappear

By Alan Gassman, Christopher J. Denicolo and Katie Ammon

EXECUTIVE SUMMARY:

It usually doesn't take a clairvoyant to foresee an IRS objection when reported earnings year-to-year present large discrepancies. In the case of Dufresne v. Commissioner, however, the son of a once BIG member of the psychic community (no, we are not talking about Zoltar) who underreported his income to the tune of around $1,500,000, never forecasted one coming.

Christopher Dufresne, who is the son of Silvia Browne, a well known psychic during her lifetime, contended that the $1,505,546 deposited into his bank account between 2010 and 2013 were repayments from his mother for the payment of past due federal taxes and the purchase of real estate properties. Without any formal documents to substantiate his claims of a debtor-creditor relationship, Mr. Dufresne was found to be deficient in the amount of $518,149 for his federal income taxes for the years 2010 through 2014, and liable for $101,866 in § 6662(a) accuracy-related penalties by the Court.

FACTS:

Mr. Dufresne worked as a psychic counselor for his mother, a once popular psychic and majority shareholder of Sylvia Browne Corporation (the "Corporation"), which was an S corporation for federal income tax purposes. Mr. Dufresne worked full time as a counselor for his mother's psychic enterprise and owned a 0.01% interest in the Corporation in 2012 and 2013. After Ms. Browne's death in 2013, Mr. Dufresne became the sole heir of her estate and shareholder in the Corporation until it was dissolved in 2015.

Mr. Dufresne reported a total of $845,500 in income for the years 2010 through 2014, reflecting a significant change from the $14,000,000 he had reported for the years 2004 through 2009.

A summary of Mr. Dufresne's reported wage income from the Corporation during the years in issue is as follows:

Year	Approximate Wage Income
2004 - 2009	$14,000,000 (approximately $2,333,333 per year)
2010	$520,000
2011	$120,000
2012	$107,000
2013	$0
2014	$88,000

The IRS alleged that Mr. Dufresne had approximately $1,500,000 in unreported taxable cash deposits made from 2010 to 2013. Mr. Dufresne, who fancied himself as a creditor of his mother's past due federal taxes and real estate purchases, contended that the cash deposits were repayments of loans between his mother and himself, and thus did not constitute taxable income.

Citing two letters from 2008 and 2010 addressed "To Whom It May Concern" and signed by Ms. Browne, Mr. Dufresne attempted to substantiate his claims that the deposits were simply loan repayments. These letters accounted for $1,490,388, but were found by the Court to be inadequate evidence of the existence of a relationship that would protect his deposits from taxation, in light of the fact that the letter did not mention terms of repayment, the applicable interest rate, or whether the "loans" were secured. The Court considered Mr. Dufresne's testimony and letters with respect to each of the eight factors that establish the existence of a bona fide loan, which ultimately led to the Court not buying Mr. Dufresne's reading of the tea leaves:

1. Can the borrower repay the loan? Mr. Dufresne's testimony that he expected his mother to repay loans for property purchased on her behalf was countered by his own testimony that he qualified for lower loan interest rates and his mother had poor credit. Mr. Dufresne, however, did not discuss finances with his mother and merely assumed that her credit was poor. The Court found no evidence that Ms. Browne had the ability to repay Mr. Dufresne at the time the funds were advanced.

2. Did a debt instrument exist? Neither of the two letters were contemporaneous with the first purported borrowing for real estate property, as evidenced by Mr. Dufresne's reporting rental income on some of the properties in 2002. Without a debt instrument, the Court found that there was no bona fide intent to establish a debtor-creditor relationship.

3. Was there interest or a fixed repayment schedule? The Court determined that neither of the two letters evidenced "an interest rate, a fixed schedule for repayment, or any security." Mr. Dufresne failed to provide any additional evidence of an interest rate, repayment schedule, or security.

4. Did the parties' "records and conduct" indicate a transaction? A record of payments from Ms. Browne to Mr. Dufresne was provided to the Court. The record was found unreliable as the accounting within the document conflicted with amounts known to have been paid to Mr. Dufresne. Additionally, the Corporation employee who made and kept the record was conveniently unavailable to corroborate the document.

5. Did the borrower make any repayments? Mr. Dufresne's "uncorroborated document...and [Mr. Dufresne's] self-serving testimony" failed to establish that the borrower had made any repayments, including the unscheduled repayments that Mr. Dufresne alleged that he was paid.

6. Had the lender made any demands for repayment? Mr. Dufresne's stand-alone testimony that his mother "would comply" with his requests for funds to repayment did not stand up to the Court's evidentiary standards. However, he produced no evidence to indicate that he made any demands for repayment or otherwise request that the loans be paid.

7. How likely was it that the loans were really compensation? The fact that the cash deposits in Mr. Dufresne's accounts from 2010 to 2013 were either consistent with or lower than prior years' wages, coupled with the decrease in Mr. Dufresne's annual salary caused the Court to believe that the "deposits were likely compensation for his services to the Corporation."

8. Was the testimony of both parties sound? "Inconsistent and illogical" testimony, alongside lack of evidence of Ms. Browne's ownership interest in the properties for which Mr. Dufresne purportedly sought repayment, and an abundance of evidence of Mr. Dufresne's ownership interest in the properties led the Court to its final determination with respect to the non-existence of a loan transaction between Mr. Dufresne and his mother. The Court found no significant evidence refuting the IRS' argument that the cash payments were compensation to Mr. Dufresne.

COMMENT:

While the particularly bad facts in this case resulted in an IRS victory, the more interesting issue is the IRS' decision to pursue accuracy-related penalties instead of fraud penalties. Perhaps due to the dissolution of the Sylvia Browne Corporation in 2015, the IRS pursued § 6662 accuracy-related penalties instead of § 6663 fraud penalties - a decision which would require Mr. Dufresne to pay $286,746 less in penalties for his understated income. This decision also could have stemmed from the lower burden associated with § 6662, as the penalties may be assessed even if Mr. Dufresne acted negligently.

Another interesting element of this case is the shifting burden of proof. In most tax cases, "the Commissioner's determinations in a notice of deficiency are presumed correct, and the taxpayer bears the burden of proving that those determinations are erroneous." However, in cases dealing with unreported income, the Commissioner must first introduce evidence that "the taxpayer actually received unreported income." Once this evidence is introduced, the burden becomes the taxpayer's to show that the deficiency was "arbitrary or erroneous." It was also up to Mr. Dufresne to prove that any amount of his underpayments were made "of reasonable cause and good faith[.]" Had he proven this, any amount attributable to "reasonable cause and good faith" would not be attributable to the calculation of the penalty under § 6662(a).

In this case, the Court found that none of Mr. Dufresne's arguments were persuasive. Specifically, the Court did not find the underpayments to be tied to any outstanding loans, did not find that any of the payments were made on a good-faith basis, and, overall, did not find that any debtor-creditor relationship existed between Ms. Browne and Mr. Dufresne.

CONCLUSION:

This case provides a (clairvoyant) look at what standard is required to establish a legitimate debtor-creditor relationship, and the opinion is very well organized and well-written.

In the end, Mr. Dufresne should have consulted with a certified public accountant or tax attorney before assuming that the payments received from the Corporation or Ms. Browne would be safely recharacterized as loan repayments. Had Mr. Dufresne done this, the tea leaves might have been more clear in revealing the specter of an audit looming in the future. In fact, retaining counsel would have been far cheaper than the $1,500 per hour that Ms. Browne purportedly charged for her services.

Not All Inheritance Trusts Are Created Equally

By Alan Gassman

When it comes to inheritance, some clients are convinced that their parents have made proper arrangements on their behalf. Even when parents have used qualified lawyers and other advisors to do this, we always recommend "double checking" to make sure that any inheritance that might be received will be under an appropriately-drafted trust to protect the client and his or her descendants from creditors, federal estate tax, divorce, and undue influence in the event of incompetency. Although many clients respond by saying that this type of planning is already in place, we often find that one or more elements of proper inheritance trust planning is missing or deficient.

The list below provides the components that we would hope to see in a properly drafted "inheritance trust," which would provide the client with many of the rights and powers that he or she would have if the inheritance was received outright, while affording protection offered by the inheritance being held under a trust structure:

1. The client (the person who is receiving the inheritance) is named as a trustee of the trust, and has the right to designate the successor trusteeship to apply in the event of his or her resignation, death or incapacity.

   An inheritance trust will likely be a trust that can benefit a client for his or her lifetime, and can then be passed into separate trusts for his or her children after the client's death. There might be a period of time during the client's lifetime that he or she cannot serve as trustee, so the trust document will permit the client to name co-trustees or successor trustees. These trustees are subject to all limitations that are deemed appropriate, such as limiting the client's prospective successor trustees to his or her spouse, children, or a trust company, to ensure that no one outside of the family would be able to overtake the trust.

If you want to read the other 4 keys to creating a properly drafted inheritance trust, click here to view the article on Forbes.com

For more ideas and information, see our Forbes article entitled: The Most Valuable Gift You Can Give: A Good Estate Plan. Do not give up until your estate planning is done correctly!

FOR FINKEL'S FOLLOWERS

Why the Best CEOs Have an Exit Strategy (And Other CEO Secrets Revealed)

By David Finkel

There are three levels of building a company.

Level One: A "Start Up" Business. You've got no real control yet, nor freedom.

Level Two: An "Owner Reliant" Business. You're a full-time business owner whose business is working–as long as you do. Now you have control, but with that control comes long hours and the sense that all the decisions, all the risks, all the responsibility–all of it–rests on your shoulders. Every day, you have to keep going because if you stop, it all ends. You have the control, but no real freedom.

Level Three: The Owner Independent Business. You're the owner of a business that runs without needing your presence or personal production. You've got the systems, team and culture so your business's success is independent of you. Working for your business is now a choice, not an obligation or a requirement.

I can spot a Level 3 CEO from a mile away….and the reasons why might surprise you.

1. **They are control freaks -- but they channel that obsession with control to productive uses.** A Level 3 CEO is fanatical about their systems, controls, and culture. They have their business streamlined and everything within the company is easily replicated thanks to their master system -- the system of how they organize, store, access, and refine their company systems.

   Hiring new employees is a breeze thanks to written onboarding procedures. Monthly reporting is a snap due to pre-set reporting expectations that are put in place for staff members and management. And their business is able to handle staffing shortages, vacation schedules and growth because everything is laid out thanks to a series of systems and controls.

   The best systems end up in two forms: Form one is the full system documented thoroughly. This form is critical for archiving institutional learnings. Form two is the simple tools that an experienced user of this system can use. These tools are fast and easy for a person already well versed in the system to use to get the needed result. Ideally you'll have both for your organization.

   Yes, the Level 3 business owner takes control very seriously. *But a micro-manager they are not….*

2. **They give their key staff space to be great.** First, Level 3 CEOs lay out a unified, clear, and compelling picture of who the company is and why they are in business. This helps align their leaders and team so that their activities are all focused on the same end, their best.

They give their staff a clear and emotionally engaging answer to three questions: Who are we? What do we *really* do? And *why* do we do it.

For example, with my company Maui Mastermind, we are the nation's premier business coaching company. We help business fall in love with their companies again. And the reason why we do it is because outside of families, doing this is likely going to be the single greatest way we impact the world.

Now you try it for your company. Who are you? What is it that your business *really* does? And why is it so important that your business does this at all?

What's more, Level 3 CEOs recognize that they cast a pretty big shadow. They are careful to plan spaces away from the office so that their leadership team can take the sunshine they need to grow. They show that they trust their key people to do great work by giving them the space to rise to the occasion.

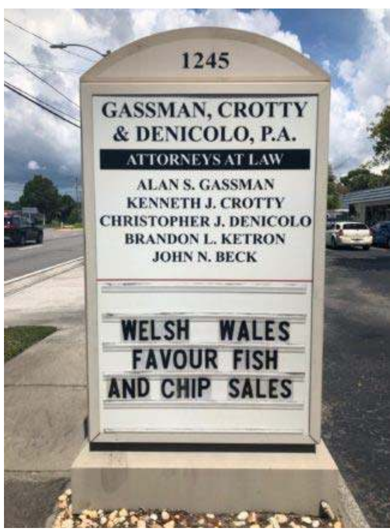
3. **They hand off ownership, not tasks.** Level 3 CEOs don't just dole out assignments and tasks, they get their staff to take ownership of key functional areas of responsibility.

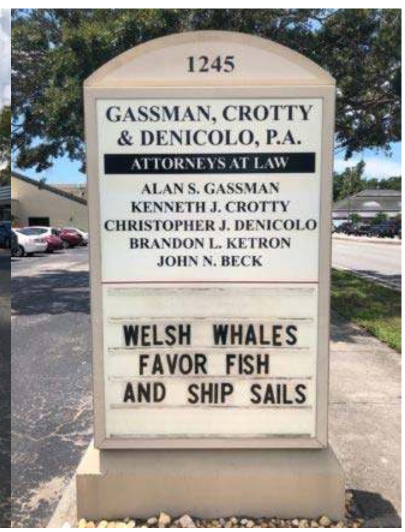
   A Level 3 CEO shows they trust their team, systems, and culture, by regularly giving his or her team the room to get things done. Lessor CEOs weaken their teams by constantly looking over their shoulders, or emailing them for status updates each day.

4. **They have an exit strategy.** A level 3 business owner gets the opportunity to decide their future. They are no longer chained to their desk, a slave to their next sale. They are now free to choose their own path, whatever that might be. They get to make that decision and choose any of these **three main exit strategies:**
   a. You can sell the business and move on to your next great adventure.
   b. You can scale the business to the big time.
   c. You can passively own the business, with a greatly diminished role for yourself in its daily operation.

The main secret of a Level 3 CEO is trust. Trust in your systems and processes. Trust in your company culture. Trust in the competence and integrity of your staff. And finally, trust in yourself to let go and look at the bigger picture.

HUMOR





Whale-on (Waylon) Jennings was ranked No. 7 in Rolling Stone's list of the top 100 Greatest Country Artists of All Time. He is perhaps best known for his work in the supergroup The Highwaymen, which includes another famous country artist, Whale-ie (Willie) Nelson.

If only Captain Ahab hunted Moby Dick like Ace Ventura hunted Snowflake, he would've gotten him much more successfully and could have met Dan Marino, too.

Mad Magazine recently announced it was ceasing regular publications of new issues. The beloved magazine, overseen by Mad's mascot Alfred E. NeuWHALE (Neuman), was in circulation for almost 67 years.

Chevy Chase will star in a National Lampoon spinoff movie about dragging his family across the ocean hunting for the great white whale, it will be titled "National Harpoon's Oceanic Vacation.

Guardians of the Galaxy was released on August 1, 2014. The movie revolved around a man, a raccoon, and a tree protecting the most important artifact on earth. . . KFC.

Coolio, born August 1st, 1963, collaborated with 17th-century English Poet, John Milton, to produce *Gangsta's Paradise Lost.*

On this day in 1794, the Whiskey Rebellion began because whiskey distillers were bitters about a new tax on the production of whiskey - they were Old Fashioned.

The Whiskey Rebellion was on the rocks when Washington called up 12,000 militiamen to quell the uprising.

If the Lemon Juice Rebellion and the Simple Syrup Rebellion joined up with the Whiskey Rebellion they could have formed the Whiskey Sour Rebellion.

MTV began as a music video channel on August 1st, 1981. The first video that was played was "Video Killed the Radio Star" by the Buggles. This startling confession finally closed the case on the long-time unsolved murder of "the Radio Star".

On August 1st, 1774, Joseph Priestly discovered oxygen - this was really lucky because after thousands of years, it was getting hard for people to continue holding their breath.

After Joseph Priestly discovered oxygen, the band Berlin asked listeners to take it away in their 1986 hit song, "Take My Oxygen Away".

Thursday is National Girlfriend's Day. August 1st would like to remind you that it is about time it became National Wife's day.

IMPORTANT(?) EVENTS THAT OCCURRED ON AUGUST 1ST

Herman Melville was born on August 1st, 1819. In his most famous work, *Moby-Dick*, Melville writes about Captain Ahab's obsessive quest to hunt the elusive White Whale. At this office, we hunt for the elusive perfect Thursday Report. While it has yet to be attained, we know that it is out there. So, "Call us Ishmael" and get on board the August 1st Thursday Report.

Gabrielle Giffords voted on the Debt reduction bill on August 1st, 2011. This was the first vote she cast since being shot in an assassination attempt in Tucson in January of that year.

The first U.S. Census was conducted on August 1st, 1790. At that time there were approximately 4 million people living in the United States.

Universal announced a new park today (at least that is what we think happened)

ON THIS DAY IN HISTORY:

- 1834 - Slavery is abolished in the British Empire
- 1498 - Christopher Columbus becomes the first European to visit what is today known as *Venezuela*
- 1876 - Colorado becomes the 38th U.S. State
- 1936 - The Berlin Olympics officially open. The festivities are presided over by Adolf Hitler
- 1965 - Frank Herbert's Dune was published for the first time.

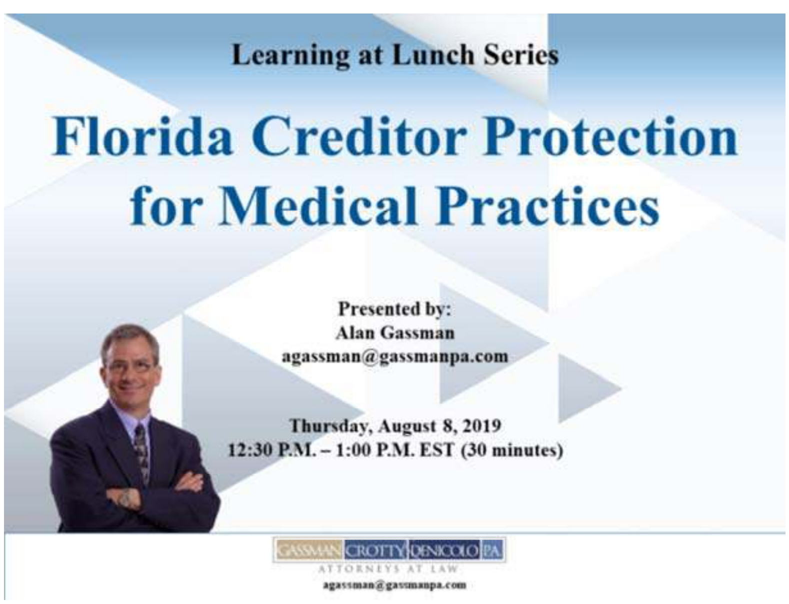
BIRTHS

- 10 BC - Claudius, Roman emporer
- 1779 - Francis Scott Key
- 1819 - Herman Melville
- 1936 - Yves Saint Laurent
- 1942 - Jerry Garcia, front-man for The Grateful Dead
- 1959 - Joe Elliot, lead singer of Def Leppard
- 1963 - Coolio, rap artist

DEATHS

30 BC - Mark Antony, Roman general

UPCOMING EVENTS



Newly Added Events

Event Name	Topic	More Information	Date
Learning at Lunch Webinar Series	Alan Gassman presents: Florida Creditor Protection for Medical Practices from 12:30 PM to 1 PM EST	REGISTER HERE	8/8/2019
Leimberg Webinar	Jerry Hesch presents: Jerry Hesch's Guide to What You Must Know Regardless of Whether You Attend the 2019 Notre Dame Institute from 3 PM to 4 PM EST	REGISTER HERE	8/8/2019
Learning at Lunch Webinar Series	David Blain presents: What I Wish Lawyers and CPAs Knew About Pension Plans Part 2 from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	8/15/2019
FICPA Sandspur Chapter Meeting	Alan Gassman and Brandon Ketron present: Tax Planning With Real Estate Under Section 199A and More (1 hour) The Florida CPA's Guide to Creditor Protection for Your Clients (1 hour)		8/19/2019
Community Event at Aging & Wellness Institute in Clearwater, FL	Alan Gassman presents: Estate Planning 101 at a time TBD	MORE INFO	8/20/2019
Leimberg Webinar	Alan Gassman, Brandon Ketron and John Beck present: Planning for Medicare and Employment Taxes - Paying Both, One, or Neither: Little Known Planning Techniques and Traps for the Unwary from 3 PM to 4:30 PM EST	REGISTER HERE	8/22/2019
Learning at Lunch Webinar Series	Steve Hogan presents: The Wayfair Case: What Now? from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	8/22/2019
Learning at Lunch Webinar Series	Larry Heinkel presents: Common CPA Mistakes that Cause IRS catastrophes Part-2 from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	8/29/2019
Leimberg Webinar	Alan Gassman, Brandon Ketron and John Beck present: Understanding the Section 469 Passive Loss Rules: Traps For The Unwary & Important Related Planning Concepts Advisors Must Know About 3 PM to 4:30 PM EST	REGISTER HERE	8/30/2019
Learning at Lunch Webinar Series	Ken Crotty presents: Nuts and Bolts of Florida LLC Law and Practices from 12:30 PM to 1 PM EST	REGISTER HERE	9/5/2019
Learning at Lunch Webinar Series	Michael Lehmann presents: Form 1023 Line by Line from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	9/12/2019
FOMA Mid-Year Seminar at Grand Hyatt Tampa Bay	Represented in the Exhibit Hall		9/12/2019 through 9/15/2019
FOMA Mid-Year Seminar at Grand Hyatt Tampa Bay	Alan Gassman presents: Asset Protection and Protecting Your Family from 4 PM to 5 PM EST	REGISTER HERE	9/13/2019
Learning at Lunch Webinar Series	Colleen Flynn presents: Hiring Employees-10 Practical and Legal Strategies from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	9/19/2019
Learning at Lunch Webinar Series	Colleen Flynn presents: Terminating Employees from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	9/26/2019
Notre Dame Tax & Estate Planning Institute in South Bend, IN	Represented in the Exhibit Hall		9/26/2019 through 9/27/2019
Notre Dame Tax & Estate Planning Institute in South Bend, IN	Alan Gassman presents: Application of Section 199A, and its Interaction with Other Income Tax Rules, to Real Estate Investors, Operators and Developers from 3:30 PM to 4:30 PM EST	REGISTER HERE	9/27/2019
Learning at Lunch Webinar Series	Barry Flagg presents: New York Best Interest Rule for Life Insurance – A Game Changer from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	10/3/2019
Learning at Lunch Webinar Series	Jonathan Blattmachr presents: On the Front Line with JB; What America's Number One Estate Planner is Thinking from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	10/10/2019
Florida Bar Tax Section Fall Meeting at The Don CeSar in St. Pete Beach, FL	Alan Gassman to attend	REGISTER HERE	10/10/2019 through 10/12/2019
Learning at Lunch Webinar Series	David Finkel presents: The Freedom Formula: 4 Simple Steps to Grow Your Company or Professional Practice Without Sacrificing Your Family, Health, or Life from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	10/17/2019
Florida Bar Tax Section Asset			

Protection Event at University of Miami School of Law in Miami, FL	Alan Gassman presents: Advanced Wealth Preservation Planning for Trust and Tax Advisors		10/22/2019
Learning at Lunch Webinar Series	Christopher Denicolo presents: Florida Revocable Trust Debate--Separate, TBE or JEST--What is BEST? from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	10/24/2019
Accounting & Tax Conference at Florida Gulf Coast University in Fort Meyers, FL	Alan Gassman presents		10/24/2019
Learning at Lunch Webinar Series	Barry Flagg presents: Should Irrevocable Life Insurance Trusts (ILITs) be domiciled in NY? from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	10/31/2019
Learning at Lunch Webinar Series	Michael Lehmann presents: Noncash Charitable Giving - Part 1 from 12:30 PM to 1 PM EST (Moderated by Ken Crotty)	REGISTER HERE	11/7/2019
FICPA UF Accounting Conference	Alan Gassman presents: Creative Planning and Traps for the Unwary Under Section 199A from 9:35 AM to 10:25 AM EST	REGISTER HERE	11/7/2019
Maui Mastermind Wealth Summit at The Fairmont Orchid in The Big Island, HI	Alan Gassman presents: Important Qualities of Clients who Hit Multiple Grand Slams How to Avoid Legal Entanglements that can Ruin the Best of Plans and Intentions	REGISTER HERE	11/10/2019 through 11/15/2019
Learning at Lunch Webinar Series	Michael Lehmann presents: Noncash Charitable Giving - Part 2 from 12:30 PM to 1 PM EST (Moderated by Ken Crotty)	REGISTER HERE	11/14/2019
Learning at Lunch Webinar Series	Alan Gassman presents: Planning for Florida Dental Practices and Their Owners from 12:30 PM to 1 PM EST	REGISTER HERE	11/21/2019
Learning at Lunch Webinar Series	Barry Flagg presents: What To Ask For To be Able to Actually "Read" A Life Insurance Illustration? from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	12/5/2019
Learning at Lunch Webinar Series	Barry Flagg presents: Indexed Universal Life – Who Says Hedge Funds Are Only For the Rich? from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	12/12/2019
Learning at Lunch Webinar Series	Alan Gassman presents: Success Tips for First Year Lawyers (and all other professionals) Part 1 from 12:30 PM to 1 PM EST	REGISTER HERE	12/19/2019
Learning at Lunch Webinar Series	Alan Gassman presents: Success Tips for First Year Lawyers (and all other professionals) Part 2 from 12:30 PM to 1 PM EST	REGISTER HERE	12/26/2019
Learning at Lunch Webinar Series	David Finkel presents: The Ten Must-Follow Rules to Leverage Your Personal Assistant to Make Your Life More Fun, Profitable, and Enjoyable from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	1/9/2020
Learning at Lunch Webinar Series	Christopher Denicolo presents: Explaining the Installment Sale to a Defective Trust from 12:30 PM to 1 PM EST (Moderated by Alan Gassman)	REGISTER HERE	1/23/2020
All Children's Estate, Tax, Legal & Financial Planning Seminar	Alan Gassman attending	REGISTER HERE	2/6/2020

Gassman, Crotty and Denicolo P.A.

1245 Court Street

Clearwater, FL