

# Up *to* Speed

LADA'S QUARTERLY NEWSLETTER

## DEALERSHIPS ARE ESSENTIAL

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MESSAGE FROM OUR NADA STATE DIRECTOR

**MARK HEBERT**

2020 ALLY TIME DEALER OF THE YEAR

**SUSAN MOFFITT**

LABOR COUNSEL MESSAGE

**TIM SCOTT**

LEGAL CORNER

**BREAZEALE SACHSE  
& WILSON, L.L.P.**

MAY 2020 | ISSUE #4

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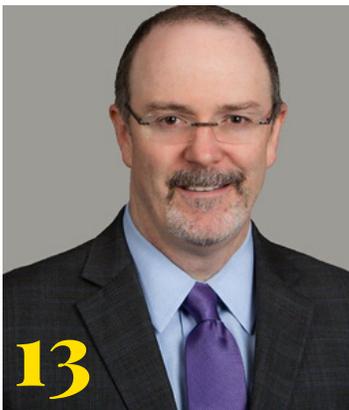
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# A MESSAGE FROM THE PRESIDENT

**WILL H. GREEN**

LADA President

LADA-SIF Fund Administrator

## Dealerships Are Essential

The world has seen pandemics before, but this is the first of this scale in our lifetime. The historical impact this pandemic will have on our future is a story that is still being written. We may not know how it will end yet, but we continue to stay vigilant and alert, ready to adapt to the changes and challenges that we are faced with.

When COVID-19 sent shock waves of uncertainty through our nation and our state, shutting down businesses and resulting in “stay at home” orders by Governor Edwards, dealers were included as essential businesses. The President and Governor Edwards knew that at a critical time in our country, people needed safe and reliable transportation more than ever. Trying to remain open to serve, while protecting their employees and customers would pose a challenge in both the service department and showroom. However, the dealers have been able to navigate and adjust to changing climates, alter their showrooms, shift to on-line shopping models, implement delivery services and many began setting up mandatory sales appointments.

With the help of our staff, strategic partners and endorsed members, we have been able to provide valuable resources to help you manage your business and cope with the uncertainty of the pandemic. We may be working remotely, but our staff has never stopped advocating on our members behalf, especially now, when it matters most.

The LADA is your source for more than advocacy, valuable information, networking and events. We immediately recognized that you, your businesses, customers, and your communities needed help dealing with this pandemic and we continue to find ways to bring value to our membership through legislation, education, and as a valuable resource in your most needed times. We continue to monitor matters as they develop and we wish you, your families and your teams the best as we progress through these challenging times.

Please visit [www.LADA.org](http://www.LADA.org) for more COVID-19 dealer resources and all things LADA and do not hesitate to contact our office if you have any questions. Your LADA staff is at your service!

2020 Dealer of the Year Award

TIME

**Susan Moffitt**  
**Shreveport, Louisiana**

Nominated by Louisiana Automobile  
Dealers Association

TIME  
DEALER OF THE YEAR  
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We are excited to share with you that one of our very own, Susan Moffitt, dealer, general manager, vice president and secretary at Porsche Shreveport in Shreveport, Louisiana, was honored at the 2020 TIME Dealer of the Year!

Moffitt was selected from among 49 dealer nominees from across the country who were all honored at the 103rd annual NADA Show in Las Vegas on February 15, 2020.

The TIME Dealer of the Year award is one of the automobile industry's most prestigious and highly coveted honors. Recipients are among the nation's most successful auto dealers who also demonstrate a long-standing commitment to community service. Moffitt, 50 was chosen to represent the LADA in the national convention - one of only 49 auto dealers nominated for the 51st annual award from more than 16,000 nationwide.

"I am so proud to be a second-generation automobile dealer with three generations working in the family business," nominee Moffitt said. "I believe it is vital to give back to the community that has supported us for 55 years.

## TIME & ALLY FINANCIAL HONOR SHREVEPORT DEALER

Susan Moffitt Wins National Recognition  
for Community Service & Industry  
Accomplishments at NADA Show

Dealers are nominated by the executives of state and metro dealer association around the country. The award is sponsored by TIME in association with Ally Financial, and in cooperation with NADA. A panel of faculty members from the Tauber Institute for Global Operations at the University of Michigan selected a finalist from each of the four NADA regions and one national Dealer of the Year. Moffitt received an additional \$10,000 that she has selected to donate to Shriners Hospital for Children and the LSU Health Foundation both located in Shreveport. The other three finalist received an additional \$5,000 for their favorite charities.

In its ninth year as exclusive sponsor, Ally recognized dealer nominees and their community efforts by contributing \$1,000 to each nominee's 501(c)3 charity of choice. Nominees will also be recognized on AllyDealerHeros.com, which highlights the philanthropic contributions and achievements of TIME Dealer of the Year nominees.

"The award applauds the incredible effort each of these dealers put into their businesses and their communities," said Doug Timmerman, President of Auto Finance at Ally. "They are influential business leaders and admired ambassadors for worthy causes. It's an honor for Ally to recognize their generosity and impact in cities and towns across America."

Moffitt was nominated for the TIME Dealer of the Year award by Will Green, president of the LADA. She and her husband, Michael Henson Sr., have three children.



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*Amy Casey - Director of Operations, Dealertrack*

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# NADA STATE DIRECTOR'S MESSAGE

**By: Mark Hebert**

As your NADA Director, I would like to thank you for the privilege of representing the great dealers of Louisiana. I look forward to serving all of the dealers. I would also like to thank our former NADA Director, Joel Oustalet, for his outstanding service.

We looked forward to a successful year in 2020 as the projections were good for another solid year; and then came COVID-19. We have never experienced anything like this and we were not sure how to handle this crisis and the downturn in the economy.

The benefit of being a member of LADA and NADA during this time is critical to helping provide insight and management during these unprecedented times.

The resources that have been provided have proven invaluable.

NADA is here for the dealers with a host of resources and NADA is working tirelessly to advocate for dealers. Calls to our government leaders to support programs like the Payroll Protection Program support so dealers can keep employees working and help the local communities are critical to our success.

COVID-19 is certainly a disruptor to our business but we are shifting business models and finding innovative ways to succeed.

Please remember to use the resources that are provided and if I can be of any assistance, please let me know. Stay safe, stay strong, and stay together and we can fight through this difficult time!

Sincerely,

Mark Hebert

LADA 22ND ANNUAL



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# IT'S TIME TO DUST-OFF THE "FORCE MAJEURE" CLAUSE IN YOUR CONTRACT

The Coronavirus or Covid-19 outbreak has already produced consequences in various ways, including social behaviors, school closures, business interruptions, event cancellations, and suspended sporting events at all levels. The disruptions are affecting our personal lives and our businesses, and may continue to do so for some time.

If you, or your dealership, are a party to a commercial contract or agreement, you already know that many of these agreements include a contractual clause commonly referred to as Force Majeure clause, a French phrase that translates, literally, to "superior force" or "superior strength". The term Force Majeure has no contractual meaning in and of itself, so these clauses typically list specific circumstances that will excuse one or more of the contracting parties' delay in performance or non-performance. Thus, the clause creates exceptions to what might otherwise be deemed a default under the contract.

Force Majeure clauses are used in a variety of legal documents, including but not limited to, franchise agreements, distribution agreements, construction contracts, consulting agreements, service contracts, construction loan agreements, supply agreements, manufacturing contracts, insurance policies, and many others.

Given the extraordinary circumstances taking place around the world, and the uncertain ripple effects that these disruptions will cause to our lives and businesses, the applicability of a contract's Force Majeure clause may very likely come

into play with respect to a host of business transactions. Accordingly, there are a number of questions that should be addressed before it can be determined whether current global events will be a valid reason to excuse contract performance by one or more of the parties.

**Q: Are all Force Majeure contractual clauses the same?**

**A: Unfortunately, no.** Most contracts define Force Majeure with similar language- i.e., acts of God, natural disasters, war, riots, strikes or work stoppages, embargos. Other contracts go further and include events such as "epidemics", "acts of civil or military authorities" and, in some form or fashion, the general "any extraordinary event, circumstances or other causes beyond the reasonable control of a party whose performance is affected". Also, the clauses seem to have evolved in response to past events. After September 11, 2001, contract drafters began to include "acts of terrorism" as events that could justify non-performance. Following Hurricane Katrina in 2005, we began to see many Force Majeure clauses in local contracts specifically include "hurricanes or flooding," even though "natural disasters" was often already a part of the contract language. One must also scrutinize the clause to understand what events are specifically excluded from the definition of Force Majeure. Suffice it to say, a careful review of your contracts is imperative. A survey of these clauses reveals how differently each are drafted, and even though expressly stated, how complicated it is to precisely and accurately describe some events in a way that provides total clarity.

**Q: If a contract does contain a Force Majeure clause that includes "epidemic" or some form of the "other causes beyond the reasonable control of a party" language, does that mean one or more of the contract parties do not have to perform, as a general rule?**

**A: Not necessarily.** First, it should be noted there is not much jurisprudence in the U.S. that address "epidemics" as a Force Majeure event. So the courts have not, to date, had an opportunity to provide clear interpretation or guidance. That is likely to change soon. Second, there needs to be a real causal connection between the occurrence of a Force Majeure event and a party's ability or inability to perform under the contract. By way of an over-simplified comparative example, consider today's situation, where there is undoubtedly an "epidemic" of COVID-19 occurring. Most homeowners cannot simply stop paying monthly home mortgage payments even if the loan documents contain language that includes "epidemic" as a Force Majeure event. This is because the Force Majeure event, as expressly stated in the contract, has not directly created an effect that excuses the homeowner's performance - to pay monthly installments to the mortgage company. In contrast, if a public school district engages a consultant to observe and evaluate students' use of a new technology in the classroom, and the contract contains similar Force Majeure language, the government's decision to temporarily close all public schools because of the epidemic precludes the consultant from completing the evaluation.. Very likely, the Force



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Jeanne C. Comeaux



B. Troy Villa

Majeure clause would excuse the delay in the consultant's performance.

In between these very simple examples are countless real-world situations that will likely arise as businesses try to predict their respective futures.

**Q: A Force Majeure provision seems to be a fair and reasonable concept, so for those contracts that contain the clause, there's nothing for any of the contract parties to worry about, correct?**

**A: Oh, if it were that simple!**

While it seems to be a fair proposition that one or more contracting parties should not be deemed in default of a contract if real events occurred that were "beyond the reasonable control" of that contracting party, there is the other side of the coin to consider. One of the main reasons to enter into a written contract is so that the contracting parties can rely on each other's performance within the time periods set forth in the contract. When one party does not perform, even if a reasonable excuse exists, the risk created by the non-performance is suddenly shifted to other parties to the contract. In other words, the other contract party or parties must absorb the effects of the non-performing party's inability to deliver whatever the contract required. This may have little to no effect at some levels of business, but one can easily see how the repercussions could become exponential as layers of business relations become involved. As we all are dealing with the unknown these days, there will be intense focus on the ripple effects throughout the global economy.

**Q: My contract does not contain a Force Majeure clause. Is there anything else that applies?**

**A: In Louisiana, perhaps yes.** The Louisiana Civil Code may apply to business relationships in the absence of a written contract or in situations where a contract does not address a particular matter. Specifically, Louisiana Civil Code articles 1873 through 1878 deal with excusing contract performance when a fortuitous event makes performance impossible. There are several judicial interpretations in construction and sales situations, which generally analyze whether the impediment was reasonably foreseeable or a known business risk at the time of contracting, and whether the impediment is the cause of the failure or delay of performance. Performance is not excused typically because an impediment made contract performance more difficult or onerous. Performance has to become nearly impossible for a party to be able to dissolve a contract and the obligations arising from it. Short of dissolution, reciprocal partial performances are often an acceptable alternative.

**Q: Do Louisiana's Motor Vehicle Franchise Laws (La. R.S. 32:1251 et seq.) address this issue?**

**A: To a certain degree, yes.** Louisiana's dealer protection laws prohibit manufacturers from cancelling or threatening to cancel franchise agreements due to sales performance, and generally prohibit manufacturers from committing unfair acts against their dealers. Manufacturers cannot demand compliance with facilities requirements unless the requirements are reasonable and

justified by business considerations. It would arguably be unfair for a manufacturer to threaten cancellation due to poor sales during this pandemic and the shelter-at-home order that keeps most customers away, or to order new facilities upgrades during this down cycle. Our laws also provide protections for manufacturers and distributors. For example, manufacturers must deliver, in a timely fashion, motor vehicles to its dealers in reasonable quantities relative to a [dealer's] facilities and sales potential, except when failure to do so is caused by acts or causes beyond the control of the manufacturer. Because of the global nature of this pandemic, and the global nature of automotive manufacturing and distribution, it is entirely foreseeable that vehicles and parts manufactured in heavily-affected countries, such as China or South Korea, cannot be shipped to American manufacturers and distributors as planned. These disruptions are beyond a manufacturer's or distributor's control. Consequently, delivery of inventory to dealers could be interrupted, potentially impacting dealers' own obligations to customers, lenders, and vendors. The ripple effects caused by this virus can be immense.

There is no question that responses to the coronavirus will continue to evolve as they have daily for the past several weeks, and existing commercial transactions will be affected. Some parties will be entitled to, or will try to, take advantage of these excusable delays in performance. It is obviously impossible to analyze every possible situation and answer all questions regarding Force Majeure clauses in this short piece. We are here to help if this overview leads you to more questions or concerns.

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# RAMPING UP DEALERSHIP OPERATIONS & RELATED COVID-19 ISSUES

*By Tim Scott*

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Since late-March, operations at most Louisiana dealerships have been anything but normal.

With recent guidance issued by the Governor and the Centers for Disease Control and Prevention (CDC), most businesses - including dealerships - are beginning the process of trying to get back to “normal.” Before doing so, however, you should approach this process in a thoughtful, methodical manner. This article will address the current recommended practices, as well as provide updated information on unemployment claims for fully and partially furloughed employees, and give guidance on how to address the situation where an employee does not want to return to work.

## BEST PRACTICES FOR REOPENING

Under the latest version of Gov. Edwards shelter-in-place order, dealerships are now considered to be fully “essential” businesses and can operate

both service and sales. Nevertheless, the social distancing guidelines established by the CDC and referenced by the Governor should still be followed to avoid spreading the virus and creating possible legal liability.

### CONSIDER PRELIMINARY QUESTIONS BEFORE BRINGING EMPLOYEES BACK

At the outset, you should consider three questions when deciding whether to reopen or ramp back up to normal operations:

- Are you in a community no longer requiring significant mitigation?
- Can you provide protective measures for employees at higher risk (e.g. teleworking, tasks that minimize contact)?
- Are you able and willing to develop a plan to provide the necessary personal protective equipment (“PPE”) to all of your employees and police them to make sure that they are complying with your instructions?

## TAKE RECOMMENDED SAFETY ACTIONS

Once you decide that your dealership can start the process of getting back to a more regular manner of operations, you need to implement safety actions that are designed to minimize the continued spread of the virus - both inside and outside of your dealership. This should be done by engaging - at a minimum - in the following activities:

- Promoting healthy hygiene practices;
- Providing necessary PPE to employees and customers (e.g., masks/face coverings, gloves, hand sanitizer, etc.);
- Requiring the consistent use of masks or face coverings for all customer-facing positions, as well as employees who come in contact with other employees;
- Intensifying cleaning and disinfection with FDA-approved products;
- Canceling non-essential travel and encouraging alternative commuting and telework;
- Spacing out seating (more than six feet) and staggering gathering times;
- Installing plexiglass partitions distancing cashiers, receptionists, service advisors, and finance managers from customers;
- Restricting use of any shared items and spaces (coffee machines, water fountains, etc.);
- Prohibiting in-person group meetings;
- Providing protections for interactions with customers (particularly in the finance office and in connection with demo drives); and
- Training all staff in the above safety actions.

More detailed information regarding recommended actions to take can be found at <https://www.osha.gov/Publications/OSHA3990.pdf>

## IMPLEMENT SAFEGUARDS FOR THE ONGOING MONITORING OF EMPLOYEES

Next, dealers should implement safeguards for ongoing employee monitoring, such as:

- Requiring employees who are sick to stay home and to report any non-work close contact with any infected individual(s);

- Establishing routine, daily employee health checks;
- Considering whether you should monitor the temperatures of employees as they report to work (or requiring employees to take their temperatures at home before coming to work);
- Developing safety measures designed to protect employees responsible for taking temperatures of coworkers if you decide to implement such a system;
- Monitoring absenteeism and adopting flexible time-off policies;
- Having an action plan if an employee contracts COVID-19;
- Creating and testing emergency communication channels for employees; and
- Establishing communication with state and local health authorities.

## PREPARE YOUR PHYSICAL WORKSPACE

The final step to consider involves preparing your physical workspace for the reentry of workers, customers, guests, and other visitors. The CDC has released guidance for cleaning and disinfecting public spaces, workplaces, businesses, schools, and homes. You should review this guidance when implementing cleaning procedures at your facilities.

For outdoor areas, you should maintain existing cleaning practices. As the CDC notes, viruses are killed more quickly by warmer temperatures and sunlight.

For indoor areas, the CDC recommends normal, routine cleaning for areas that have been unoccupied within the last seven days. For indoor areas that have been occupied with in the last seven days, the CDC recommends that frequently touched surfaces and objects made of hard and non-porous materials (glass, metal, or plastic) be cleaned and disinfected more frequently. Frequently touched surfaces and objects made of soft and porous materials, such as carpet, rugs, or material in seating areas, should be thoroughly cleaned or laundered. If possible, the CDC recommends considering removing soft and porous materials in high traffic areas. Surfaces and objects that are not frequently touched should be cleaned on a routine basis.

**MAINTAIN VIGILANCE**

Your work is not completed once you open your doors and welcome back your workers and customers. The CDC recommends that you should maintain routine cleaning and disinfection procedures after reopening to reduce the potential for exposure. You should also make sure that you are updating your plan as new information becomes available. Finally, you should continue to monitor COVID-19 in your area, and if necessary, be prepared to close your facilities quickly if another outbreak occurs.

**LOUISIANA UNEMPLOYMENT SYSTEM OBSERVATIONS**

Louisiana’s unemployment system is one of the most (unnecessarily) complicated in the country. As a result, it is often difficult - if not impossible - to accurately predict when an individual will receive unemployment benefits. Pursuant to the CARES Act, the federal government has injected billions of dollars into state unemployment systems to assist individuals whose jobs are impacted by the outbreak. As a general rule, individuals who qualify for any state unemployment benefits will qualify for the full \$600 per week of federal benefits. Consequently, most employees who have been furloughed or laid off and are not working any hours have been receiving a total of \$847 (in combined state and federal benefits) going back to April 1.

What was initially unclear was how Louisiana would handle unemployment claims for those individuals whose pay or hours have been reduced as opposed to eliminated altogether. Other states have existing rules (or quickly modified their rules) to allow for the payment of partial, pro-rated state benefits so that affected individuals would be able to recover the full federal benefits. Unfortunately, Louisiana has not modified its approach to partial unemployment and, as a result, only those employees whose pay/hours have been drastically reduced are qualifying for partial state benefits (and with that the federal benefits). There is a

complicated formula for determining when partial benefits are likely to be paid. As a general rule, employees who end up earning \$247 or more per week will not qualify for any state benefits - unless Louisiana changes its rules. Our advice for employees whose hours have been reduced is to file an application for unemployment benefits weekly in case Louisiana changes its approach regarding partially furloughed employees.

**WHAT TO DO ABOUT THE EMPLOYEES WHO REFUSE TO RETURN TO WORK**

The availability of enhanced federal benefits has in some instances created difficulty convincing workers to return as business starts to ramp up. Complicating this is the fact that many employees have concerns - some legitimate and some not - about working and possibly exposing themselves and their families to the virus. Determining what to do in each such instances is a highly-factual inquiry and should not be made lightly.

When faced with an employee who does not want to return to work, dealers should first inquire why they feel that way. The Families First Coronavirus Relief Act (“FFCRA”) created paid sick leave and paid Family and Medical Leave obligations that may come into play. If you determine that one or more of the various categories for paid leave might be implicated, you should immediately provide the employee with a request for paid leave under the FFCRA. Employees cannot be terminated or penalized for requesting or taking FFCRA leave.

Nevertheless, beyond the stated qualifying reasons in the FFCRA, there may be other legitimate reasons why an employee does not feel comfortable returning to work. The most common reasons have been employees who reside with elderly parents, a pregnant spouse, or a child with medical issues. When faced with anything like this (or the employee’s own health or age), we recommend that you ask the employee if a medical provider is recommending that the

employee self-quarantine because of the issue(s) identified. If they answer affirmatively or indicate that they plan to check with their physician, this could trigger coverage under FFCRA. It could also trigger leave under the normal unpaid FMLA.

For employees who cannot provide a medical provider's note sufficient to excuse their attendance or who do not provide you with an adequate reason for not wanting to return to work, dealers are faced with a difficult decision on how to proceed. Our recommendation has been to weigh your business's need for the

employee to return to work against whatever excuse or reason is being provided. If the need is great and the excuse is weak or non-existent, applying pressure to convince the employee to return to work would be reasonable and defensible (this could ultimately result in terminating the employee for 'job abandonment' if they refuse to return). You should keep in mind that OSHA prohibits terminating an employee who raises good faith health and safety concerns about a work environment.

Because of this, the steps you have taken as a business to operate safely will be relevant. If the need for the employee to return is not great and/or the excuse is reasonable, our advice would be to allow that employee to remain on unpaid leave.

In circumstances where no excuse has been provided and work is available (and no legitimate, specific safety concern has been raised), our advice is to provide the employee with a letter to that effect and then to provide that letter to the Louisiana Workforce Commission. The employee's refusal to work will be relevant to the issue of whether the individual qualifies for benefits and could possibly render the employee ineligible to receive benefits. In the end, the LWC will determine whether an employee's excuse is legitimate or not and whether benefits are to be paid as a result.



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# LADA 2020 REGIONAL MEETINGS

## HIGHLIGHTS FROM OUR TOUR ACROSS LOUISIANA

Prior to the COVID-19 pandemic stay-at-home orders, LADA held our annual regional meetings in early March that brought together dealers and industry partners and provided up-to-date information on legislative and regulatory issues. Thank you to everyone who joined us for our 2020 Regional Meetings.

Our panel of knowledgeable speakers traveled across the state and provided valuable information to our members on topics including legislation, legal issues facing dealers, employee labor relations, and risk management. Thank you to our speakers for taking the time to share your wisdom with our members.

The locations we had the pleasure to visit were beautiful and the food was amazing. But the hospitality that our members share is second to none.

*"One of the great things about our regional meetings each year is the fellowship with our members," states LADA President, Will Green. "It gives us an opportunity to not only share information with our members, but to hear from them too and get their valuable feedback so we can plan out our year to best serve them."*

The 2020 Regional Meetings were held in March. Over 220 people attended the meetings this year that were held in five different locations across the state.

Regional Meetings are just one of many ways we bring information and value to our dealer members.

For more information on your membership benefits please see page 22 for more information or visit [www.LADA.org](http://www.LADA.org).



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The LADA-SIF is happy to announce that they have just released almost \$1.7 Million Advance Member Distribution. We know that every little bit helps during this unprecedented time. This Advance Distribution has been sent to 225 eligible dealers to help your dealership during this time.



### **DISTRIBUTIONS**

Over \$91 Million Returned to the Members since the Fund's Inception.



### **PERSONAL SERVICE**

In the midst of a pandemic, our team of experts are providing exceptional and prompt service.



### **SAFETY**

Our skilled Loss Prevention Team is prepared to assist you with your policies and procedures as we come out of this pandemic.

Risk Management Services, LLC (RMS) the Workers' Compensation Specialists for the LADA-SIF  
Contact: Jean Rob ert, JRobert@RMSLA.com, 800-351-RISK

# Enjoy the Benefits of LADA Membership

## ➔ Legislative Representation



As an association we have become a strong voice on both state and national legislative issues. The staff of LADA, through its various contacts, works to monitor the ever-changing

status of governmental regulations. Areas include titles, taxes, leasing, insurance, and dealer licensing, just to name a few.

## ➔ Access to on-retainer CPA



The more than 60 sixty years of service to auto and truck dealers has provided Hannis T. Bourgeois (HTB) with a wealth of experience to handle special accounting

and tax needs for dealerships. The HTB team has the knowledge and resources to provide timely and tested planning strategies and advice.

Stephen M. Huggins, CPA  
shuggins@htbcpa.com

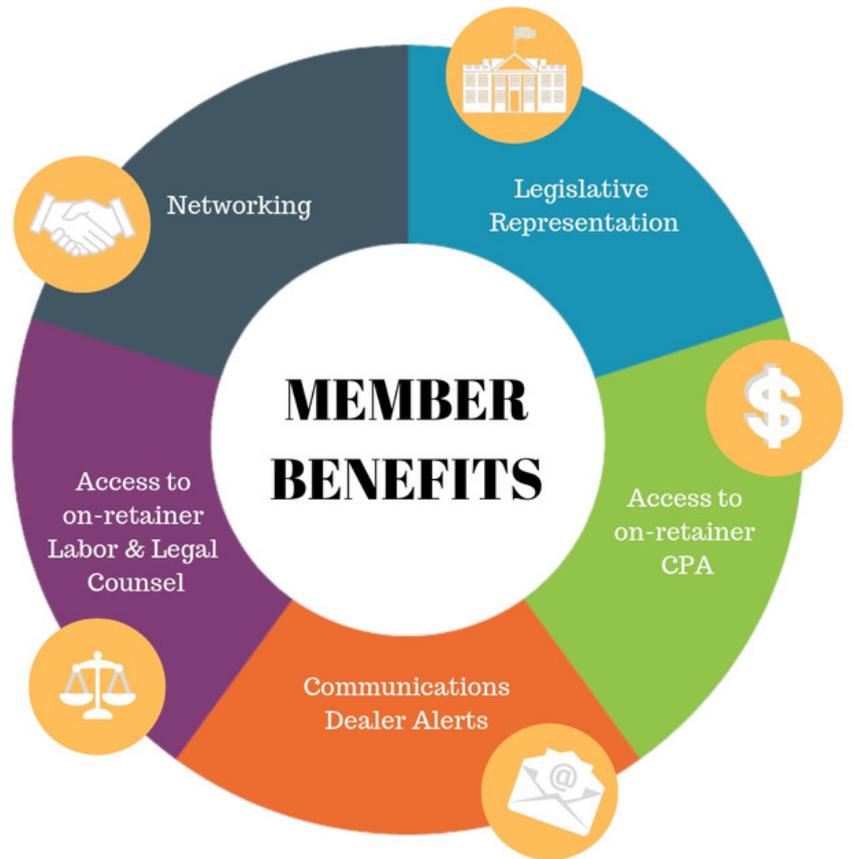
Glen M. LaBorde, CPA  
glaborde@htbcpa.com

## ➔ Communications Dealer Alerts



LADA keeps you on the forefront of issues that affect our industry. Dealer Alerts, Legislative Updates, and Legislative Alerts are just a few emails you may see from our

office that will provide important and relevant information that could affect you and your business. If you are not receiving emails or would like to be added to our email list, please contact our office.



## ➔ Access to on-retainer Labor & Legal Counsel



For more than 85 years, Breazcale, Sachse & Wilson, L.L.P. has been providing a complete array of legal services to their clients, serving local, regional and national

clients with their litigation, regulatory and corporate needs from offices in Baton Rouge and New Orleans.

Claude F. Reynaud, Jr.  
claudio.reynaud@bswllp.com

Jeanne Comeaux  
jeanne.comeaux@bswllp.com

Lance J. Kinchen, Buy/Sell Specialist  
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## ➔ Networking



LADA hosts and participates in many events throughout the year where you can nurture and network with old friends and build relationships with new friends.

Regional Meetings, Annual Convention, and the Golf Tournament & Shrimp Feast are just a few events that you can look forward to annually.



**Automotive Accounting Services:**

- Assurance
- Tax
- Consulting
- Accounting Resources

**We are active members of the following Automotive Organizations:**

- Louisiana Automobile Dealers Association (LADA), so when a member dealership needs assistance, Hannis T. Bourgeois is there to help.
- Auto Team America (ATA), a network of 11 CPA firms that serve over 2,000 auto dealerships nationwide. This gives us the chance to network and collaborate with other firms that know auto dealers as well as we do and add value to our clients' businesses.

grow. compete. THRIVE.  
[www.htbcpa.com](http://www.htbcpa.com)

**Driving Solutions for Your Business**

Running a successful automotive dealership is much more than selling cars. It's about creating a "top class" service experience that keeps customers coming back for their next car purchase, service needs, repair issues, parts orders or assistance with financing throughout the ownership lifecycle.

Ensuring that your dealership is operating at peak profitability not only requires a sharp leadership team, but also the assistance of experienced advisors to provide guidance and direction. Hannis T. Bourgeois delivers an unparalleled level of experience serving the automotive industry. We work with dealerships addressing traditional tax, audit and accounting needs.

**Hannis T. Bourgeois, CPAs & Business Advisors**

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**PUT YOUR DISPATCH SYSTEM TO WORK FOR YOU.**



At Haverfield Honda, we pride ourselves in providing you with first class service to go with your Honda. We would like to take a moment to thank you for your continued patronage over the years and be sure that your most recent experience was satisfactory and to the highest standard.

In the next few days, you may receive an e-mail with a survey to rank how your Service Manager handled your vehicle and your experience as a whole here at the dealership. If for any reason at all you were not satisfied with your visit, please contact me so I can work to resolve any issues. We look forward to serving you again soon.

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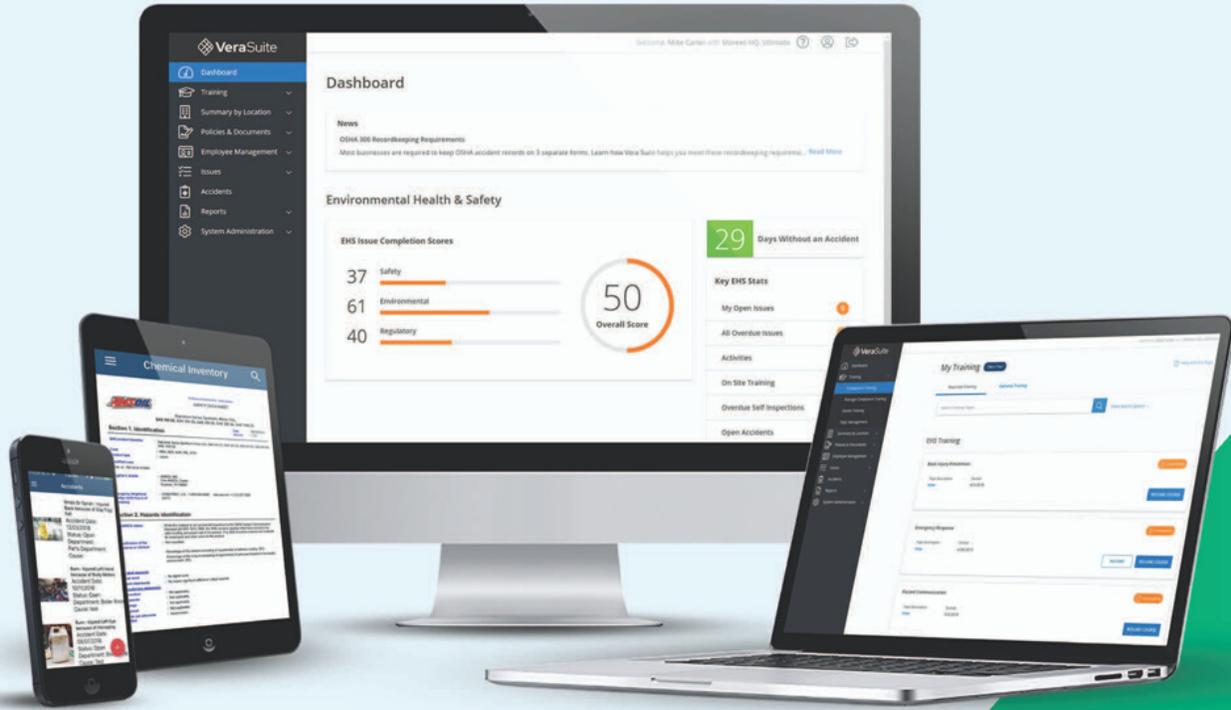


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Breazeale, Sachse & Wilson is proud to serve as General Counsel to Louisiana Automobile Dealers Association.



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ATTORNEYS AT LAW

BATON ROUGE • NEW ORLEANS

Scott N. Hensgens, *Managing Partner*