IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

v.

WILLIAM M. HOLLAND, JR.

Respondent.

_____/

Case No. 65,469
TFB #13C83H32
and #13C83H15

# THE FLORIDA BAR'S ANSWER BRIEF

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## SUMMARY OF ARGUMENT

I. The Referee's Findings of Fact come before this Court clothed with a presumption of correctness. The Florida Bar submits that there is clear and convincing evidence to support the Referee's findings.

II. The Referee had a substantial amount of evidence upon which to base his Finding of Fact "D". Judge Griffin's Orders provided persuasive evidence as to the reasonableness of Respondent's fee. J. Scott Taylor's testimony informed the Referee of the fee charged by Mr. Maciejewski's attorney. The Referee heard, and rejected, the testimony of Respondent's witness, Seymour Honig.

III. A six month suspension requiring proof of rehabilitation is warranted under the facts of this case.

## PRELIMINARY STATEMENT

All references in this Answer Brief to the transcript of the Final Hearing before the Referee shall be by date. For example, (July 25, 1986) - Tr., pg. 1.

## ARGUMENT

I. Respondent's first "point involved" may be restated as whether inconsistent, contradictory and confused testimony may constitute clear and convincing evidence upon which a Referee can base valid findings of fact. The Florida Bar (hereinafter the Bar) respectfully disagrees with Respondent's characterization of Mrs. Maciejewski's testimony and submits that the evidence presented to the Referee does, in fact, constitute clear and convincing evidence of Respondent's guilt.

It is well-settled that the judgment of a trial court comes before this Court clothed with a presumption of correctness. St. Joe Paper Co. v. State Dept. of Env. Reg., 371 So. 2d 178, 181, (1st D.C.A., 1979). Therefore, the Bar, as prevailing party below, is entitled to the benefit of all reasonable inferences that can be drawn from the evidence in a light most favorable to the Bar. Rose v. Grable, 203 So. 2d 648 (2d D.C.A., 1967), reh. den. Nov. 29, 1967.

Respondent attempts to cast doubt upon Mrs. Maciejewski's testimony by pointing out that her testimony was somewhat inconsistent as to the date she first saw respondent, the date she signed Bar Exhibits 1 and 2 and the date she gave respondent a check for $250.00. These minor discrepancies in dates, i. e. whether it was September 22, 23 or 24, 1981, were raised before

the Referee by Respondent on cross-examination of Mrs. Maciejewski and, evidently, were found not to discredit Mrs. Maciejewski's testimony.

Respondent also attempts to characterize Mrs. Maciejewski's testimony as arising from a blind anger toward Respondent that affected her state of mind and her ability to recall. The record is completely void of any indication that Mrs. Maciejewski was vindictive toward Respondent or that her ability to recall events was affected by anything other than her emotional state at the time of her dealings with Respondent and the passage of time. The Referee observed the demeanor of the witness and was in the best position to judge whether or not her testimony was "inconsistent, contradictory and confused". It is not the function of an appeals court to consider the credibility of witnesses nor the weight to be given to particular testimony. Sweeney v. Wiggins, 350 So. 2d 536, 537 (3d D.C.A. 1977).

A brief review of the record reveals some of the testimony of Mrs. Maciejewski the Referee could have relied upon in reaching his Finding of Fact "B", "C" and "E". For instance, when asked why she had signed documents without reading them, Mrs. Maciejewski responded "Because I trusted the man...I did not read these words, I trusted him." (August 1, 1986) - Tr., pg. 55.

In reference to the Promissory Note and Mortgage she

executed, Mrs. Maciejewski stated "No one explained to me that once I signed it, there would be a lien and I would have to make payments". (July 25, 1986) - Tr., pp. 15-16. In addition, Mrs. Maciejewski noted that Respondent told her the Promissory Note "was just a tool for the judge to go by" to set a fee. Id., pg. 16.

Respondent seems to feel there is some significance to the fact that Mrs. Maciejewski noted that the 18% interest on the Promissory Note was too high and that she asked Respondent to lower it. The record reveals, however, that this testimony is consistent with Mrs. Maciejewski's position that any monies referred to in the Note were to be paid by her ex-husband. Id., pg. 16.

The Referee was quite specific as to the basis for his finding Respondent guilty of DR 1-102(A)(6) in Finding of Fact "C". The Referee noted that "no fiduciary relationship...must involve any greater trust and acceptance than that of a battered wife and mother and her counsel". (January 21, 1987) - Tr., pg. 5.

II. Respondent's "second point involved" is that the Referee had before him no competent evidence upon which to base his finding that Respondent had charged a clearly excessive fee. The record shows, however, that the Referee had a substantial

amount of evidence upon which to base his Finding of Fact "D".

Respondent first argues that Judge Griffin had no jurisdiction to determine a reasonable fee payable by Mrs. Maciejewski to Respondent. The Bar submits that this argument is not relevant to the point involved here. It is clear Judge Griffin did not even presume to take jurisdiction over this issue. It is also clear from the record that the Referee only used Judge Griffin's Orders as persuasive evidence, certainly not as being dispositive of the question.

Respondent next argues that Judge Griffin's Orders constitute, at best, only his opinion as to a <u>total</u> reasonable fee payable by both Mr. and Mrs. Maciejewski and since Respondent had no opportunity to cross-examine Judge Griffin the Referee should not have considered these Orders. Again, the Bar submits that the Referee had every right to look to the order of the presiding Judge in the initial fee hearing for guidance as to what would constitute a reasonable fee in the Maciejewski dissolution of marriage proceeding. If Respondent wished to examine Judge Griffin as to the basis for the Judge's Orders, Respondent could have subpoenaed him to testify at the final hearing.

Respondent's final argument as to this point is that J. Scott Taylor's testimony should not be the basis for the Referee's Finding of Fact "D". The main reason set forth by

Respondent is Mr. Taylor's testimony that he did not go through the Court file in the Maciejewski divorce case.

Mr. Taylor's testimony is significant for two reasons. First, he testified that, in his opinion, Respondent did a great deal of work on the Maciejewski case that was not necessary. Mr. Taylor likened it to a laborer digging a ditch with a teaspoon. (August 1, 1986) - Tr., pg. 76. Second, and more importantly, Mr. Taylor made the Referee aware of the fact that Mr. Maciejewski's attorney had only charged his client a total fee of $3,600.00, as opposed to the $11,000.00-plus Respondent initially charged.

The manner in which the Referee differentiated between the issue of Respondent's competence to handle Mrs. Maciejewski's divorce and the issue of the reasonableness of the fee charged shows he gave a great deal of thought to his decision. (January 21, 1987) - Tr., pg. 3. The Referee particularly noted that Respondent's fee was so excessive as to be unconscionable as indicated by Respondent's claim of spending 7.5 hours on the case the very first day Mrs. Maciejewski was accepted as a client. Id., pg. 5. In addition, the Referee heard the testimony of Respondent's witness, Seymour Honig, and obviously did not find it to be persuasive.

III. Respondent argues that the facts of this case are in

some way "peculiar" and, therefore, that a six month suspension requiring proof of rehabilitation is unduly harsh. The Bar submits that the recommended sanction is appropriate and should be accepted by this Court.

Respondent suggests he may have committed some "minor" transgressions of the Code of Professional Responsibility and that these "minor" transgressions only call for a minor punishment. The only problem with Respondent's position is his failure to mention the two prior private reprimands he has received for "minor" transgressions of the Code. This third offense calls for a sanction which will protect the public and the administration of justice.

As to the four points raised by Respondent on page 29 of his Brief, the Bar responds as follows:

1. The fact Respondent "voluntarily" reduced his fee by $4,000.00 shows he knew it was clearly excessive;

2. The ultimate settlement of $6,400.00 is still $1,900.00 more than Judge Griffin's Orders and $2,800.00 more than the total fee charged by Mr. Maciejewski's attorney;

3. The fact the Note and Mortgage were not recorded until four months after they were signed has no relevance to any of the issues involved in this case; and

4. The fact he took no action to collect the note or foreclose on the mortgage likewise has no relevance to the case.

In The Florida Bar v. Moriber, 314 So. 2d 145(Fla. 1975), this Court imposed a 45 day suspension upon an attorney who was found guilty of charging a clearly excessive fee. In Moriber, as in the present case, there was in excess of $5,000.00 difference between the fee initially charged by the respondent and the fee ultimately collected or ordered by the Court.

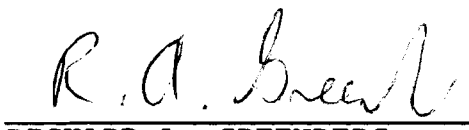
In The Florida Bar v. Zinzell, 387 So. 2d 346 (Fla. 1980), reh. den. Sept. 17, 1980, this Court disbarred an attorney who prepared a document which his client believed to be a will when in fact it was a trust agreement conveying her property. The client never knew of nor authorized her property being mortgaged by the respondent. Id., at 348.

The Bar does not suggest that disbarment is an appropriate sanction here, but a six month suspension is certainly warranted. Suspension is appropriate when a lawyer knowingly deceives a client, and causes injury or potential injury to the client. Florida's Standards for Imposing Lawyer Sanctions, Standard 4.62. Suspension is also appropriate when a lawyer knowingly engages in conduct that is a violation of a duty owed as a professional, and causes injury or potential injury to a client, the public, or the legal system. Id., Standard 7.2.

## CONCLUSION

The Bar submits that the Referee's Findings of Fact are all supported by clear and convincing evidence. The discipline suggested by the Referee is appropriate and should be imposed by this court on Respondent.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by regular U. S. Mail to Richard T. Earle, Jr., counsel for respondent, 150 Second Avenue North, St. Petersburg, FL 33731; and a copy to John T. Berry, Staff Counsel, The Florida Bar, 600 Appalachee Parkway, Tallahassee, FL 32301-8226; this 12th day of October, 1987.

R. A. Greenberg

Richard A. Greenberg

IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

vs.

WILLIAM M. HOLLAND, JR.

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Case No. 65,469

# REPLY BRIEF

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## ARGUMENT - FIRST POINT INVOLVED

The Bar in its Answer Brief did not undertake to in any way change or alter the statement of facts as stated by Respondent. From that, it must be assumed that the statement of facts is accurate.

On page 2 in the first paragraph of its agrument, the Bar states:

> "1. Respondent's 'point involved' may be restated as whether inconsistent, contradictory and confused testimony may constitute clear and convincing evidence upon which a referee can base valid findings of fact."

This is not a fair restatement of the point here involved. Obviously, if there are two witnesses testifying as to the same subject matter and one witness testifies as to one set of facts and the other witness testifies as to a different set of facts, the testimony of the two will be inconsistent, contradictory and confused and the trier of fact can adopt the views of either and the view adopted might well be clear and convincing evidence. Where there is a single witness on whose testimony the referee based his findings of fact, if her testimony is inconsistent, contradictory and confused, this testimony standing alone cannot constitute clear and convincing evidence of anything. It is the Respondent's position that Mrs. Maciejewski's testimony cannot constitute clear and convincing evidence simply because it is inconsistent, contradictory and confused.

In its Answer Brief, Bar counsel misconceives the thrust of Respondent's argument as to the first point involved which may well be due to the way Respondent addressed the problem. The referee in this case found that Respondent was guilty of dishonesty, fraud, deceit and misrepresentation relative to certain documents signed by Mrs. Maciejewski. The only evidence to support these findings is the testimony of Mrs. Maciejewski given by her on direct examination. The only documents to which the referee could be referring are:

1. The professional services employment contract (Exhibit 1).

2. The check in the amount of $250.00 payable to Respondent dated September 23.

3. The various statements, receipts (Exhibits 2, 3 & 4) which itemized Respondent's costs and out-of-pocket expenses and the services rendered by him which were signed by Mrs. Maciejewski.

4. The promissory note and the mortgage.

The professional services contract dated September 22 contained the following provisions:

1. The Respondent was employed and his fee would be based upon an hourly rate of $100.00 per hour for office work and $125.00 per hour for court appearances and work performed outside of the office.

2. Mrs. Maciejewski would execute such promissory notes and mortgages on any real property in which she had an interest to secure the payment of the fees in the event any unpaid bill exceeded $150.00.

3. Mrs. Maciejewski would pay Respondent a $250.00 non-refundable retainer fee and all costs and expenses would be billed to the client net.

4. The Respondent would reimburse Mrs. Maciejewski for any amounts received from her husband towards fees and costs.

This contract was the basis for every document above listed, the $250.00 retainer fee check, the interim statements, the note and mortgage and Mrs. Maciejewski's primary liability for the payment of fees. If she signed this document knowingly, she was put on notice of what should, would, and did develop thereafter. Thus, for her to sustain her complaint, she had to deny knowledge of the contents and effect of the professional services contract and this is exactly what she did.

On direct examination she testified that, although her signature was on the contract, she never saw it until August of the following year when she appeared at the hearing held for the purpose of fixing Respondent's fees to be assessed against Mr. Maciejewski. To support this, she further testified that she never went to Respondent's office until September 24, 1981, and that therefore the date on the contract had to be incorrect. The inference raised by this testimony is simply that in some manner at some time after Respondent was employed, he shuffled the employment contract in front of her and she unknowingly signed it and never knew about it until the above mentioned hearing in August of 1982. Having thus eliminated the contract, she then testified that Respondent told her he

would look solely to her husband for the payment of his fee and she did not anticipate paying Respondent anything. Likewise, she testified in effect that she did not knowingly sign the note and mortgage although her signatures appeared thereon and that it was never her understanding that she would either have to pay Respondent or secure the payment of his bill. By attacking the existence of the employment contract, she laid the predicate for attacking all of the subsequent conduct of the Respondent. This attack had to be the basis of the findings of fact of the referee above quoted.

In the Bar's brief, it is stated:

> "Respondent attempts to cast doubt upon Mrs. Maciejewski's testimony by pointing out that her testimony was somewhat inconsistent as to the date she first saw Respondent, the date she signed Bar Exhibits 1 and 2 and the date she gave Respondent a check for $250.00. These minor discrepancies and dates, i.e. whether it was September 22, 23 or 24, 1981, were raised before the referee by Respondent on cross-examination of Mrs. Maciejewski and, evidently were found not to discredit Mrs. Maciejewski's testimony."

These "minor discrepancies and dates" are not what is important. What is important is whether or not she knowingly signed the contract at the time she employed Respondent. It really makes no difference whether she employed him on September 22, 23 or 24. However, the dates are important insofar as they reflect whether she signed the contract when she employed Respondent. She signed an information sheet containing the information necessary to enable Respondent to file a Petition for Dissolution. The Petition for Dissolution

was filed on September 24. She drew and signed a $250.00 check which was dated September 23 and was in the amount of $250.00, the exact amount of the retainer fee provided in the employment contract. The $250.00 check as provided in the contract was a retainer fee and her giving him the check refutes all of her testimony to the effect that Respondent told her he would charge her nothing but would look solely to her husband for the payment of his fee.

If she signed the employment contract when Respondent was employed, she agreed to pay his bills monthly or when rendered and she agreed to give him a note and mortgage to secure the payment thereof.

On page 3 of the Bar's brief, counsel states:

> "A brief review of the record reveals some of the testimony of Mrs. Maciejewski the referee could have relied upon in reaching his finding of fact "B", "C", "E". For instance, when asking why had she signed these documents without reading them, Mrs. Maciejewski responded, 'Because I trusted the man - I did not read these words, I trusted him.'"

This testimony on page 55 of the transcript was on re-direct examination and the documents referred to were the promissory note and the mortgage. The testimony was given by Mrs. Maciejewski to convince the referee that she never read either of these instruments and did not know of their existence although she admittedly signed them. However, on cross-examination she testified that she did see the promissory note prior to the time that she signed it and that the interest

rate was 18% and she commented that 18% seemed high. At that time Respondent voluntarily agreed to and did reduce the interest rate to 12% (I-TR-16) (II-TR-55). Further, the promissory note was payable in equal monthly installments of $150.00, the first of which came due one month after the date of the note and Mrs. Maciejewski timely made this $150.00 payment which could not have happened unless she well understood the nature of the note and her obligations thereunder. She could not have signed the mortgage without seeing the word "Mortgage" in bold print immediately under her signature. Further, she should have expected having to sign the promissory note and mortgage because both of these were provided for in the professional services contract.

In its brief the Bar makes no mention of the interim statements furnished and signed by Mrs. Maciejewski (Exhibits 2, 3 & 4). It was her testimony on direct examination that Respondent laid these documents in front of her and told her she would have to sign them (I-TR-7). She trusted Respondent and signed them without reading them; Respondent did not go over the items with her, nor did he explain them or the time involved in the activities set out (I-TR-10). However, on cross-examination she testified that Respondent handed these documents to her and asked her to read them. She did read them and Respondent offered to answer any of her questions (II-TR-29).

Findings of fact by the trier must be supported by the evidence and in bar disciplinary cases, the evidence supporting

said findings must be clear and convincing. It is Respondent's position that the evidence before the referee upon which he supported his findings of fact is neither clear nor convincing.

The issues here very simply are: Were the findings of fact by the referee to the effect that Respondent engaged in conduct involving dishonesty, fraud or misrepresentation in that he actively misrepresented the nature and meaning of the documents he directed Mrs. Maciejewski to sign and that he took advantage of his client during the course of the dissolution proceeding supported by the evidence. To determine this question, the court has only to ask itself the following questions:

1. Was the professional services contract executed by Mrs. Maciejewski when she employed Respondent?

2. Did Respondent at the time of his employment tell Mrs. Maciejewski that she would not be liable for any of his fees and that he would collect all of them from her husband?

3. Was there any fraud involved in the manner in which Respondent furnished her interim statements?

4. Was there any fraud perpetrated against Mrs. Maciejewski when Respondent requested her to sign the note and mortgage and she did so?

The testimony of Mrs. Maciejewski on cross-examination reflects that Respondent was not guilty of any misconduct.

Respondent is not asking this court to weigh the evidence in an effort to determine if it was clear and convincing. Respondent is urging this court to read the testimony of Mrs.

Maciejewski and determine whether there is any consistent and uncontradictory testimony which will support the referee's findings of fact. Respondent submits that there is none and there being no evidence to support the findings of fact, the referee should be reversed.

ARGUMENT - SECOND POINT INVOLVED

The Bar's argument as to this point is primarily based upon the testimony of Scott Taylor who testified that he did not question that Respondent devoted over 100 hours to the case but that he did a great deal of work on the Maciejewski case that was not necessary. Taylor likened it to a laborer digging a ditch with a teaspoon. (II-TR-76) On cross-examination Mr. Taylor testified that he was not familiar with the court file in the case of Maciejewski v. Maciejewski and that he "never spent any time going through it." (II-TR-75) The only role he played in Maciejewski v. Maciejewski was to prepare a Motion for Clarification of the original order entered by Judge Griffin fixing the fees assessible against Mr. Maciejewski. This role did not require him to in any way familiarize himself with the pleadings and the problems involved in the divorce case. Without being familiar with the file in the divorce case, he didn't know whether the Respondent had dug a ditch or a large canal; he didn't know whether he used a teaspoon or a drag line.

The Bar takes the position that the fact that Mr. Maciejewski's attorney charged Mr. Maciejewski only $3,600.00 is in some manner demonstrative of the value of the services of

Mrs. Maciejewski's lawyer and should be despositive of the question of the reasonableness of Respondent's charge. First and foremost the referee could not assume that the work performed by the attorney for the husband consumed the same time as the work performed by the attorney for the wife. Further, the record does not reflect the terms of the employment contract between Mr. Maciejewski and his attorney, the only basis upon which he could recover. Respondent suggests that the fact that Mr. Maciejewski paid his attorney only $3,600.00 is no evidence as to the reasonableness of Respondent's fee.

Under the third point involved in the Bar's brief, it is stated:

> "The fact Respondent 'voluntarily' reduced his fee by $4,000.00 shows he knew it was clearly excessive."

First and foremost, although Respondent sent Mrs. Maciejewski a statement based upon the hours he expended and the hourly rate in the employment contract, he made no effort to collect this amount, approximately $11,000.00. Instead, he voluntarily reduced his fee to approximately $7,000.00. He recognized not that $11,000.00 was unreasonable for the work he performed but that $7,000.00 was more consistent with his client's ability to pay. This is a common occurrence among conscientious lawyers. They recognize when the client does not have the ability to pay the full value for their services and reduce their fees.

In its brief the Bar states:

> "The referee particularly noted that Respondent's fee was so excessive as to be unconscionable as indicated by Respondent's claim of spending 7½ hours on the case the very first day Mrs. Maciejewski was accepted as a client."

Respondent's statement (Exhibit 3) reflects that the initial dissolution proceeding pleadings were filed on September 24, 1981. It further reflects that the Respondent performed the following services in connection with the filing of said initial pleadings: Initial conference with Mrs. Maciejewski; review of documents, papers and files furnished by Mrs. Maciejewski; drafting and redrafting Petition for Dissolution of Marriage; drafting proposed restraining order, bond, summons, child custody proceeding information affidavit and notice of hearing; conference with Mrs. Maciejewski; reviewing financial information with Mrs. Maciejewski, drafting and preparing financial affidavit; conference with Mrs. Maciejewski at the time of the execution of the various documents; filing the initial pleadings and appearance before the court to obtain the entry of the restraining order; delivery of all of said documents to the sheriff for service. Anyone well familiar with dissolution of marriage proceedings can well recognize that 7½ hours or even more is not unreasonable for the performance of all of these services.

Turning now to Judge Griffin's order wherein he found that a reasonable fee for Respondent was $4,500.00, of which Mr. Maciejewski should pay $3,000.00, the Bar states:

> "It is also clear from the record that the referee only used Judge Griffin's orders as persuasive evidence, certainly as not being despositive of the question."

Counsel knows of nothing in the record that reflects this. If the record so reflects, then in effect there is no clear and convincing evidence in the record reflecting that Respondent's fees were unreasonable. On the other hand, if the court leaned on Judge Griffin's order, said order was entered without any jurisdiction to determine the total amount of Respondent's fees. It represented, only Judge Griffin's freely offered opinion as to this issue upon which opinion Respondent had no opportunity of cross-examination.

Under this state of the record, there is no clear and convincing evidence that Respondent's fee was clearly excessive.

## ARGUMENT - THIRD POINT INVOLVED

In the Bar's brief it is stated:

> "The only problem with the Respondent's position is his failure to mention the two prior private reprimands he has received for 'minor' transgressions of the code. This third offense calls for a sanction which will protect the public and the administration of justice."

If this were "the only problem with Respondent's position", this point could be disposed of easily. So far as counsel can ascertain, Respondent has heretofore received only one private reprimand - not two. This private reprimand was by the Supreme Court in Case #65,251 and this court's order was entered on October 20, 1983. The alleged misconduct now before the court occurred between September 1981 and September 1982, a year before the private reprimand above mentioned.

The Bar cites the case of The Florida Bar v. Moriber, 314 So.2d 145, wherein the court imposed a 45-day suspension upon an attorney who was guilty of charging a clearly excessive fee. There is a vast difference between a 45-day suspension and a suspension for 6 months. At the termination of a 45-day suspension, the Respondent is automatically reinstated as a member of the Bar. Thus, a 45-day suspension means a 45-day suspension. On the other hand, any suspension of more than 90 days means a suspension for the time stated plus until the lawyer convinces a referee and this court that he has been rehabilitated. Such a suspension requires the filing of a Petition for Reinstatement, a hearing thereon before a referee and the approval of this court, a process which will take at least 6 months and probably closer to a year. Thus, a 6-month suspension is in reality a suspension for at least one year and probably somewhat longer.

Respondent submits that if he is guilty of any of the alleged misconduct, a suspension of 6 months is unduly harsh, is not required for the protection of the Bench, the Bar and the public and is in fact punitive.

## CONCLUSION

Respondent submits that because of the very nature of the testimony of Mrs. Maciejewski, the only adverse witness as to any of the acts which might have constituted fraud, deceit and overreaching, there is no evidence of guilt in this record. Her testimony on direct examination would support the findings of fact of the referee but her testimony on cross-examination, which was contradictory and inconsistent with her testimony on direct examination, negated the effect of her testimony on direct examination.

Respondent further submits that there is no credible evidence in this record reflecting that Respondent's fee as actually charged by him was clearly excessive and in violation of the Code of Professional Responsibility.

Further, if there is evidence which is clear and convincing that Respondent violated in some minor way the provisions of the Code of Professional Responsibility, which evidence counsel has been unable to find, any suspension of more than 90 days would be unduly harsh and punitive.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been furnished to JOHN BERRY, ESQ., Bar Counsel, The Florida Bar, Tallahassee, FL 32301, and to DAVID RISTOFF, ESQ, Staff Counsel, The Florida Bar, Suite C-49, Marriott Hotel, Tampa International Airport, Tampa, FL 33607, by U.S. mail, this 9th day of November, 1987.

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