IN THE SUPREME COURT OF FLORIDA

CASE NO. 68,471

CORAL RIDGE PROPERTIES, INC.
and WESTINGHOUSE ELECTRIC
CORPORATION,

Petitioners,

vs.

PLAYA DEL MAR ASSOCIATION,
INC.,

Respondent.

PETITIONERS' BRIEF ON THE MERITS

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STATEMENT OF CASE AND FACTS

I

THE CASE

This construction litigation case, plain and simply, presents two issues -- first, whether a defending party may move for summary judgment and assert a written "release" as a bar to recovery without first filing an answer, and second, whether a party can avoid the binding effect of an unambiguous release and prevent a summary judgment from being entered simply by claiming "mistake".

The issues have developed in the context of a settlement agreement, and releases given incident thereto, in a fully resolved lawsuit. In order to understand procedurally what has happened here it should first be noted that the points now before the Court arise as a result of three suits -- a first suit for construction defects and two subsequent companion suits. All three have involved the same parties and the alleged faulty construction of the PLAYA DEL MAR condominium. The first suit was settled and the second and third were decided on the merits in favor of CORAL RIDGE PROPERTIES and WESTINGHOUSE by way of summary judgment. Suits two and three were consolidated for appeal and are now before this Court. The following explains what occurred:

(1) In December of 1979, the first suit was filed against CORAL RIDGE PROPERTIES by PLAYA DEL MAR (the condominium

association) for defective construction of their condominium. PLAYA DEL MAR based this initial action upon general allegations of negligence, breach of warranty and strict liability for faulty construction practices, both patent and latent. The suit was settled and dismissed with prejudice on May 29, 1984.

(2) Before the first suit was resolved and dismissed, however, a second suit was filed by PLAYA DEL MAR for further construction defects on the same building, allegedly causing a fire in August of 1982. Initially in the second suit, PLAYA DEL MAR claimed fire damages to the building's vault room and electrical system because of "construction defects" which supposedly started the fire. While repairing the fire damage, it appeared to PLAYA DEL MAR that the building's electrical bus ducts were corroded and needed to be replaced. Thus, PLAYA DEL MAR added a claim for the defective construction of the building's electrical bus ducts. This was in addition to the fire damage claimed to have been brought about by faulty construction. CORAL RIDGE PROPERTIES and WESTINGHOUSE, its parent company, together with FLORIDA POWER AND LIGHT, were all named as defendants.

(3) The third law suit is actually a case "spun off" from the second suit. PLAYA DEL MAR's fire insurance carrier paid it the damages resulting from the fire. It then became involved in the second suit as a subrogated party. The subrogation claim was then severed and pursued as a third, separate suit. The defect issues were still the same, however.

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(4) Summary judgments were entered in both the second and third suits in favor of CORAL RIDGE PROPERTIES and WESTINGHOUSE on the basis that everything had been resolved and released by the first case. The claims against FLORIDA POWER AND LIGHT are still pending in the trial court awaiting determination of this case. Separate appeals were taken by PLAYA DEL MAR from the two summary judgments and the appeals were consolidated.

(5) A single decision was rendered in which the Fourth District held that it was error to enter summary judgments for CORAL RIDGE PROPERTIES and WESTINGHOUSE in suits two and three based upon the releases given to them in the first suit because no answers had been filed by CORAL RIDGE PROPERTIES and WESTINGHOUSE _before_ the summary judgment motions were filed. _Playa Del Mar Association, Inc. v. Florida Power & Light Company, et al._, 481 So.2d 943 (Fla. 4th DCA 1985).

(6) A notice to involve discretionary jurisdiction was filed by CORAL RIDGE PROPERTIES and WESTINGHOUSE on March 13, 1986, and jurisdictional briefs were later filed.

(7) Conflict jurisdiction was granted by this Court on July 7, 1986.

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II

THE FACTS

In December of 1979, PLAYA DEL MAR filed suit against CORAL RIDGE PROPERTIES seeking damages for construction defects in its condominium building. (R 126)[1/] Certain deficiencies were itemized in the complaint of the first suit, although the allegations there were very specific that the construction defects in the first suit did not make up an "all inclusive" list. (R 130) In fact, although the first count of the prior suit, dealing with breach of warranty, sets forth certain items which PLAYA DEL MAR claimed were warranted and defective, Counts II and III related to general allegations of defects. For example, under Count II of the earlier suit, paragraph 29 states:

> Developers [CORAL RIDGE PROPERTIES] were careless and negligent in designing, constructing, supervising, inspecting and approving for occupancy the condominium buildings and improvements, because of their failure to comply with the requirements of the South Florida Building Code, failure to construct in accordance with proper and approved construction plans and specification, and failure to employ good design, engineering and construction practicies. . . (R 141)

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1/ Because this case involves consolidated appeals, there are two records on appeal. This record reference, and the following references until otherwise noted, relate to the record on appeal in Fourth District case number 85-242. Both records contain basically the same relevant materials, however.

Not only were existing and known problems included in the first suit, but in paragraph 30 of the complaint, PLAYA DEL MAR went on to allege that the defects

> . . .are not readily recognizable by persons who lack special knowledge or training, or they are hidden by building components or finishes and they are latent defects and deficiencies to the unit owners. . . (emphasis added) (R 141)

To resolve that first case, a settlement agreement was entered into between the parties in February of 1982. That agreement states in relevant part that the parties were settling and compromising

> . . . all matters in all causes of action arising out of the allegations set forth in the lawsuit as well as all causes of action arising out of the construction and the sale of the PLAYA DEL MAR by CORAL RIDGE . . . . (emphasis added) (R 147)

Under the agreement to settle, PLAYA DEL MAR obligated itself to deliver in escrow a general release as to the liability of CORAL RIDGE PROPERITES from

> . . . all past, present and future claims, demands and causes of action arising from alleged defective construction of PLAYA DEL MAR . . . (R 151)

Two releases were eventually delivered regarding the first lawsuit. One was dated February 25, 1982. (R 165) A second release, recorded on October 4, 1983, was also given in order to supply a corporate formality. The first suit was later

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dismissed with prejudice, specifically in May of 1984. This was six months after the second suit was filed. (R 154 A)

Several sworn statements and affidavits were offered in opposition to summary judgment. CORAL RIDGE PROPERTIES and WESTINGHOUSE contended, however, that as to summary judgment they were not to be considered because the sole issue before the trial courts was whether the documents resolving the first suit were unambiguous and binding on the parties as a matter of law. In other words, what the sworn statements say was not relevant to the narrow issue of whether summary judgment was proper in either case. The trial courts agreed in both instances with CORAL RIDGE PROPERITES and WESTINGHOUSE and summary judgments were entered. On appeal, however, the Fourth District reversed both cases. It held:

> Regardless of whether appellant [PLAYA DEL MAR] was improperly precluded from introducing evidence in support of its claim of mutual mistake with regard to the release (which seems likely based upon the rule in such cases as Ayr v. Chance, 372 So.2d 1000 (Fla. 4th DCA 1979)), it was error to enter judgment based upon "release" when that affirmative defense had never been asserted in a pleading.
>
> [491 So.2d at 944.]

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ISSUES

I

WHETHER A DEFENDING PARTY MAY MOVE FOR A SUMMARY JUDGMENT ON THE BASIS OF A "RELEASE" BEFORE AN ANSWER IS FILED.

II

WHETHER THE MERE ASSERTION OF "MISTAKE" IN THE EXECUTION OF A RELEASE WOULD AUTOMATICALLY GIVE A PARTY OPPOSING SUMMARY JUDGMENT THE RIGHT TO INTRODUCE EXTRINSIC EVIDENCE TO ATTACK AN OTHERWISE UNAMBIGUOUS DOCUMENT.

SUMMARY OF ARGUMENT

A defending party need not first answer before moving for summary judgment based upon a valid release since (a) the summary judgment rule provides for it, and (b) a trial court's ruling must be based upon the strength or weaknesses of the release itself, and not on the procedural formality of first filing an answer. In these consolidated cases, an answer would have had absolutely no bearing upon anything because the motion was based upon the legal effect of unambiguous documents, and extrinsic evidence was not admissible to create a fact issue. The Fourth District nevertheless incorrectly held that an answer should have been filed.

Additionally, the mere assertion of "mistake" in the execution of a release is not a basis for automatically resorting to extrinsic evidence to attack an otherwise unambiguous writing. It is a cardinal rule of construction that extrinsic evidence is only admissible to explain an ambiguity -- not to create one. If the Fourth District's decision stands, however, no release could be safely accepted as the last step in resolving a litigation issue because all a party would need to do is claim that he really did not understand the future consequences of his signing. This would at best create a subjective standard by which future releases would be judged. The holding of the Fourth District is contrary to the decisions of this state and the policy of the law favoring amicable settlements.

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DISCUSSION

I

DEFENDING PARTY MAY MOVE FOR SUMMARY JUDGMENT AND RAISE THE DEFENSE OF "RELEASE" PRIOR TO FILING AN ANSWER

Rule 1.510 of the Florida Rules of Civil Procedure clearly contemplates the possibility of moving for summary judgment before a defendant has answered. Edgewater Drugs, Inc. v. Jax Drugs, Inc., 138 So.2d 525 (Fla. 1st DCA 1962); 49 Fla.Jur.2d Summary Judgment § 25 at 431-32. As stated under subsection (b) of Rule 1.510:

> A party against whom a claim, counterclaim, cross-claim or third party claim is asserted or a declaratory judgment is sought may move for summary judgment in his favor as to all or any party thereof at any time with or without supporting affidavits. (emphasis added)

Indeed the identical federal rule permits pre-answer motions by both plaintiff and defendant. Rule 56(b) Fed.R.Civ.P.[2/] As noted in the author's comment to the

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2/ The Florida rule is modified after the federal which also provides for such practice, and in interpreting our rules in a fashion similar to the federal rules, the court in Edgewater Drugs, supra, said:

> The Florida Rules of Civil Procedure were patterned after the Federal Rules of Civil Procedure insofar as they were consistent with our practice and traditions. It must be assumed that our Supreme Court adopted wording identical to that of the mentioned amended rule with the intention of achieving the same results for litigants that inure under the Federal Rules.
>
> [138 So.2d at 529.]

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Florida rule, defending parties need not serve responsive pleadings before moving for summary judgment. A defendant may make the motion at any time, setting out defenses by affidavit, and thus effect a speedy termination of the action. 30A West's Florida Statutes Annot., Rule 1.510 Fla.R.Civ.P. at 388.

The authorities cited by the Fourth District in support of its decision Couchman v. Goodbody Co., 231 So.2d 842 (Fla. 4th DCA 1970); Strahan Manufacturing Co. v. Pike, 194 So.2d 277 (Fla. 2d DCA 1967); Mills v. Dade County, 206 So.2d 227 (Fla. 3d DCA 1968); and Meigs v. Lear, 191 So.2d 286 (Fla. 1st DCA 1966), do not justify the holding in any respect. For example, Couchman dealt with a summary judgment entered in favor of a plaintiff against a defendant who had answered, although summary judgment was based upon an affidavit filed by plaintiff addressing issues beyond those actually set forth in the initial pleading, and no amendment of the pleadings was filed before plaintiff sought summary judgment. Id. at 844. And, while Mills and Strahan, relying on Meigs, do say that affirmative defenses must first be raised by in an answer, the holdings are directly contrary to both the clear intent and the more recently stated purpose of the rule.

What appears to be the Fourth District's "hang up" on the point is whether an "affirmative" defense can be raised by way of the motion in lieu of an answer. Frankly, the only other type of defense which could be raised by a motion would be a

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"denial", of a complaint's allegations, which invariably would create a "fact" issue simply by being raised. In other words, virtually all of the authorities permitting the motion to be filed before interposing an answer deal with defenses which can be described or categorized as "affirmative" in nature.

Unfortunately, with one exception noted below, there is no recent Florida case dealing with this issue where the word "affirmative" is specifically used in addressing the question. Federal case law suggests the correct approach, however. Thus, in Funding Systems Leasing Corporation v. Pugh, 530 F.2d 91 (5th Cir. 1976), the Fifth Circuit (dealing with a Georgia federal district court case prior to the establishment of the Eleventh Circuit) held specifically that so long as the motion for summary judgment is the first pleading filed by a defendant, affirmative defenses can indeed be raised by the motion. Id. at 96; Batiste v. Burke, 746 F.2d 257 (5th Cir. 1984); Herron v. Herron, 255 F.2d 589 (5th Cir. 1958); see, 5 Wright & Miller, Fed. Prac. & Proc. § 1277.

On this point, Danford v. City of Rockledge, 387 So.2d 968 (Fla. 5th DCA 1980), should be noted and analyzed. Danford does say that procedurally affirmative defenses should be raised by an answer before a motion for summary judgment is made. However, the Fifth District makes it clear that the problem reflects only a procedural irregularity and must be timely raised before the trial court if the irregularity is prejudicial. Id. Thus, Danford is not inconsistent with he

federal court's interpretation. In this case, the first time the point was ever raised by PLAYA DEL MAR was in the Fourth District.

By comparison, the Fourth District has itself recognized that the summary judgment rule provides that even a party seeking to recover upon a claim may move for summary judgment in his favor at any time after expiration of twenty days from commencement of the action even though a defendant may not yet have filed an answer. Gutterman-Musicant-Kreitzman, Inc. v. I.G. Realty Company, 426 So.2d 1216 (Fla. 4th DCA 1983). The rule has evolved to permit this flexibility so that in appropriate cases the entire action can be terminated as early as possible so long as a proper record is before the court. This is the whole purpose behind the summary judgment rule. In fact, Rule 12(b)(6) of the Federal Rules of Civil Procedure further supports the argument. That rule expressly provides that when the so-called 12(b)(6) motion requires consideration of matters beyond the face of the complaint, the motion is automatically treated as a motion for summary judgment. This practice has been approved even where the 12(b)(6) motion raises an affirmative defense. Miller v. Shell Oil Co., 345 So.2d 891 (10th Cir. 1965).

In these cases, the trial courts in both instances had before them all matters necessary to address the effect of the settlement agreement, the releases and the order of dismissal

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with prejudice filed in the first lawsuit; and to determine the effect of those items upon the trial proceedings. The trial courts ruled upon the substance of the issues before them in a proper fashion. The only real question is whether the documents were free from ambiguity so that the summary judgments were proper. As CORAL RIDGE PROPERTIES and WESTINGHOUSE demonstrates by their following argument, the rulings were correct in every respect.

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II

MERE ASSERTION OF "MISTAKE" IN THE EXECUTION OF AN UNAMBIGUOUS RELEASE DOES NOT CREATE A FACT ISSUE

As authority for its position that PLAYA DEL MAR was improperly precluded from introducing evidence in support of its "mistake" claim, the Fourth District relies upon its own decision in Ayr v. Chance, 372 So.2d 1000 (Fla. 4th DCA 1979). In Ayr v. Chance, plaintiffs in a personal injury action settled with parties who were vicariously liable. A release was given specifically naming the vicariously liable parties, but not the primary tortfeasor and his carrier. Later, the tortfeasor and the carrier set up the release as a defense. The Fourth District said that summary judgment in favor of the tortfeasors was wrong because "[i]t [was] undisputed that the plaintiffs did not intend, by executing the release, to discharge the primary tortfeasor. . ." (emphasis added) Id. at 1001. In so ruling, it nevertheless noted that:

> . . . [t]he party specifically released here was a party only vicariously liable to the plaintiffs and could not have been liable to appellees for indemnity or contribution, regardless of the legal effect on the release.
>
> [Id. at 1001 n.1]

In other words, a release was being asserted as a defense by defendants who were not even parties to the release. And

this fact was obvious from the face of the release. That is why the Fourth District properly could hold in Ayr v. Chance that summary judgment entered in favor of those unnamed defendants was wrong. Defendants were simply trying to get out of a case based upon a defense which did not even apply to them. Like the document in Ayr v. Chance, however, the very clear and unambiguous terms of the releases are what they are. Parties and terms cannot be added, deleted or changed in any way, and the documents cannot be interpreted by extrinsic evidence simply upon a claim of mistake. Moore v. Wesley E. Garrison, Inc., 148 Fla. 653, 5 So.2d 259 (1941); Dean v. Bennett M. Lifter, Inc., 336 So.2d 393 (Fla. 3d DCA 1976).

In the landmark Florida decision of Ross v. Savage, 66 Fla. 106, 63 So. 148 (1913), this Court said:

> When parties deliberately put their engagement into writing, in such terms as to import a legal obligation without any uncertainty as to the object or extent of engagement, it is, as between them, conclusively presumed that the whole engagement and the extent and manner of their undertaking is contained in the writing . . . No other language is admissible to show what they meant or intended, and for the simple reason that each of them has made that to be found in the instrument the agreed text of his meaning and attention.
>
> [63 So. at 155.]

Similarly, in J.M. Montgomery Roofing Company, Inc. v. Fred Howland, Inc., 98 So.2d 484 (Fla. 1957), this Court held that where the terms and conditions of a writing are clear and unambiguous, the instrument must stand as written, and neither

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party thereto is at liberty to allege or prove by extrinsic evidence any facts changing the terms or conditions of the agreement, or to contradict, vary, defeat or modify an otherwise complete and unambiguous instrument. Implicit in the holding of these cases is this basic -- an ambiguity found to exist in any agreement must exist, if at all, on the face of the document itself before extrinsic matters may be considered by the court. Extrinsic evidence is not admissible to create an ambiguity. Boat Town U.S.A., Inc. v. Mercury Marine Division of Brunswick Corporation, 364 So.2d 15 (Fla. 4th DCA 1978); Gulf Cities Gas Corp. v. Tangelo Park Service Company, 253 So.2d 744 (Fla. 4th DCA 1971). The trial courts in both instances were correct in refusing to interpret the documents by the use of extrinsic evidence regarding "mistake" since they found in the first instance that the documents were not ambiguous.[3/]

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3/ It is hard to imagine what effect it would have on our law if an individual could avoid the consequences of signing an agreement by stating that he really did not understand the full effect of what was being executed. In Pepple v. Rogers, 104 Fla. 462, 140 So. 205 (1932), the Florida Supreme Court said:

> It is generally the duty of every party to learn and know that the contents of a contract before he signs and delivers it. (emphasis added)
>
> [140 So. at 208.]

The rule has been stated and restated, Manufacturers' Leasing, Ltd. v. Florida Development and Attractions, Inc., 330 So.2d 171 (Fla. 4th DCA 1976), as has the rule that the signing

(footnote 3 continued)

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From the wording of the settlement documents, it is obvious that the very reason for resolving the first suit was for PLAYA DEL MAR to receive money in exchange for releasing, discharging and forever satisfying any possible liability of CORAL RIDGE PROPERTIES and WESTINGHOUSE for construction defects, both past, present and future. PLAYA DEL MAR makes no claim that they were "overreached" -- they simply contend that they did not properly anticipate all the possibilities attendant to settlement. Nevertheless, the fact is that claims for alleged faulty work must come to an end at some point and PLAYA DEL MAR chose the first lawsuit as the time to resolve all of its differences with the parties who built the condominium. Otherwise, how could a developer or a contractor ever be free from suit for alleged construction defects after it has once been sued by an association, after it has paid damage money in an agreed sum as a result of the suit, after it has entered into a settlement agreement specifically providing for the

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(footnote 3 continued)

parties are presumed to know and understand the contents, terms and conditions. Id. at 172; see also, Savin v. Lowe's of Florida, Inc., 404 So.2d 772 (Fla. 5th DCA 1981). Unless a party can show facts and circumstances demonstrating that he was actually prevented from reading a document or that he was duped into signing it, he is bound. Allied Van Lines v. Bratton, 351 So.2d 344 (Fla. 1977). The "key" here is that the courts will not protect those who, with full opportunity, do not protect themselves. As a result, the law imposes this duty on the signing party to inquire as to all cases before signing. Interestingly, the rule is even applied to illiterate persons on the grounds that they are negligent if they fail to have someone read the document to them. See, All Florida Surety Co. v. Coker, 88 So.2d 508 (Fla. 1956); Sutton v. Crane, 101 So.2d 823 (Fla. 2d DCA 1958).

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settlement of past, present and future claims involving latent defects, after obtaining general releases of all past, present and future claims and causes of action, and after obtaining an order of dismissal with prejudice against a claimant?

In holding that future claims can be released, the Fourth District itself has created direct precedent which it now has ignored. In Van de Water v. Echols, 382 So.2d 147 (Fla. 4th DCA 1980), the Fourth District dealt with the problem of unanticipated consequences of a known situation. Van de Water was a personal injury case in which the injured party released all defendants from all claims "growing out of personal injuries known or unknown." He later required an operation for a related injury which he did not know he had sustained when he signed the release. The trial court granted summary judgment on the basis that the damages arose as an unexpected consequence of a known injury so that the release precluded recovery. On appeal, the Fourth District affirmed. It held that a release cannot be avoided simply because damages "prove more serious than had been anticipated at the time of the release." Id. at 148. As its controlling precedent, the court cited DeWitt v. Miami Transit Company, 95 So.2d 898 (Fla. 1957). Although DeWitt also involves a personal injury suit, the language used by the Court is very instructive:

> While a release executed pursuant to a mistake as to a past or present fact may on proper showing be set aside, unknown or unexpected consequences of known injuries will not result in invalidating the

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release. An erroneous opinion or error of judgment respecting future conditions as a result of presently known facts will not justify setting the release aside. If the rule were otherwise no release could be safely accepted in personal injury matters. The end result would be that all such claims would be forced into litigation. Such a conclusion would be directly contrary to the policy of the law favoring amicable settlement of disputes and the avoidance of litigation. (emphasis added)

[95 So.2d at 901.]

Indeed, DeWitt and Van de Water resolve the point in favor of CORAL RIDGE PROPERTIES and WESTINGHOUSE, yet both cases were ignored by the Fourth District in reaching its conclusion here. See also, Stiff v. Newman, 134 So.2d 260 (Fla. 2d DCA 1961).

In this case, the settlement agreement and releases dealt with the negligent construction of the whole condominium structure. As explained in the fact statement (pages 4 through 6), the complaint in the first case contained general counts as to all construction. The releases then expressly state that they pertain to claims for all defects, past, present and future -- both patent and "latent". Yet having bargained for and released future and latent claims, PLAYA DEL MAR has now been afforded the opportunity to create a fact issue over released items simply because they claim to have "mistakenly" known nothing about them. As explained in DeWitt and Van de Water, however, this is different than unknown or unexpected consequences of a known overall problem. When the first suit

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was finally resolved by dismissal, and by the time the second releases were given, the fire which triggered more claims had already occurred, and suit had already been filed. This was all of record in the second and third cases. The parties unequivocally settled all claims independently of the second and third suits, and PLAYA DEL MAR should not be allowed to avoid what it signed by simply alleging "mistake." See, Pacemaker Corporation v. Euster, 357 So.2d 208 (Fla. 3d DCA 1978); Bellefonte Insurance Company v. Queen, 431 So.2d 1039 (Fla. 4th DCA 1983).

Not once during the course of this litigation has PLAYA DEL MAR focused on the fact that money was paid to it BY CORAL RIDGE PROPERTIES and WESTINGHOUSE in exchange for a bargained settlement.[4/] Everything was released, nothing was excluded, and money changed hands. As this Court specifically stated in DeWitt, if an error of judgment respecting future conditions

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4/ Although not necessary to a determination of this case on its merits in this Court, it should incidentially be noted that further claim for construction defects is barred by the doctrine of res judicata. In order for the doctrine to apply, there must be a concurrence of the following conditions: first, there must be an identity of the thing sued for (here the thing sued for is money damages); second there must be an identity of the cause of action (here the cause of action is founded upon faulty construction); third there must be an identity of the persons and parties to the action (in both suits, the parties are the same); and fourth, there must be an identity of the quality and capacity of the person for or against whom the claim is made (in both suits, PLAYA DEL MAR has sought damages to common elements and in both suits the liability of CORAL RIDGE PROPERTIES and WESTINGHOUSE is being sought in their capacity as developers). See, 32 Fla.Jur.2d Judgments and Decrees §107.

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would form a basis for setting aside a release, no suit with potential future consequences could ever be safely settled. To hold otherwise would fly directly in the face of the policy behind fostering amicable resolutions to litigated disputes.

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CONCLUSION

The decision of the Fourth District should be reversed and the trial courts' summary judgments reinstated for two essential reasons. First, a defending party may move for summary judgment on the basis of "release" without first answering the complaint. Second, a party cannot avoid the effect of summary judgment regarding an unambiguous release simply by claiming "mistake". CORAL RIDGE PROPERTIES and WESTINGHOUSE are therefore requesting that this Court review the Fourth District's decision in that context, reverse the decision of that court and reinstate the summary judgments entered by the trial courts.

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CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a copy of the foregoing was furnished by U.S. Mail to JOHN PAPPAS, ESQUIRE, Butler, Burnett, Wood & Freemon, 501 E. Kennedy Blvd., Tampa, Florida 33602; ROBERT J. MANNE, ESQUIRE, Becker, Poliakoff, Streitfeld, P.A., 6520 N. Andrews Avenue, Fort Lauderdale, Florida 33310; and PAUL REGENSDORF, ESQUIRE, O'Bryan & Fleming, P.O. Drawer 7028, Fort Lauderdale, Florida 33338, this 1st day of August, 1986.

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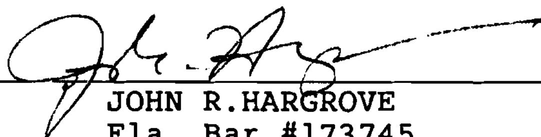
By: 

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