6-17

IN THE SUPREME COURT OF THE STATE OF FLORIDA

01A 9-7-90

GEORGE W. JOHNSON, et ux.,

Petitioners,

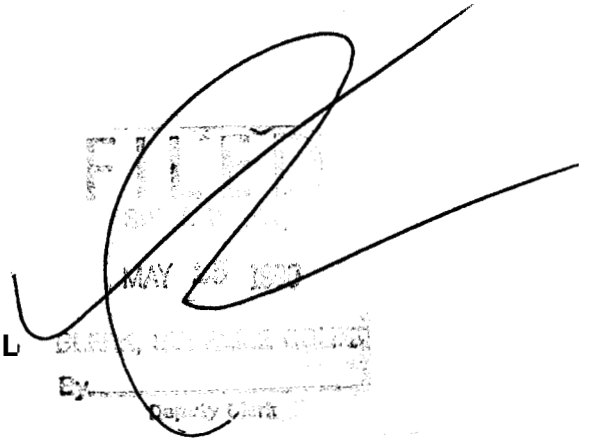
v.

THOMAS BEDNAR,

Respondent.

No. 75,305

* * *



ON CONFLICT REVIEW
FROM THE COURT OF APPEAL
FOURTH DISTRICT

* * *

PETITIONERS' INITIAL BRIEF

* * *

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TABLE OF CONTENTS

LAW OFFICES OF GARY M. FARMER, P. A., 888 SOUTH ANDREWS AVE., SUITE 301, FT. LAUDERDALE, FLA. 33316 • (305) 523-2022

TABLE OF AUTHORITIES

Cases

LAW OFFICES OF GARY M. FARMER, P A., 888 SOUTH ANDREWS AVE., SUITE 301, FT. LAUDERDALE. FLA. 33316 • (305) 523-2022

Statutes

Rules

LAW OFFICES OF GARY M. FARMER, P.A., 888 SOUTH ANDREWS AVE., SUITE 301, FT. LAUDERDALE, FLA. 33316 • (305) 523-2022

ISSUES ON REVIEW

I, Must all civil contempt fines bear a reasonable relationship to actual damages suffered by the party seeking the contempt order?

11. Must every civil contempt order contain a provision allowing the contemnor to purge the contempt, regardless of the form of coercion used?

III. Did the subject injunction contain a sufficiently clear and direct prohibition of the conduct found to be contemptuous?

IV. Is a contempt fine of $25,000, whether denominated civil or criminal, excessive?

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SUMMARY OF ARGUMENT

This court's decisions in National Exterminators and South Dade Farms plainly require that any civil contempt fine bear a reasonable relationship to actual damages suffered by the party seeking the contempt order. The fourth district's rationale for omitting the reasonable relationship requirement in civil contempt orders where the trial judge settles on a fine rather than imprisonment ignores the fundamental purpose of civil contempt, viz. to coerce the contemnor into complying with the court's injunction or order, rather than to punish him for failing to comply in the past.

Similarly, the district court's failure to require a purge provision is contrary to this court's decisions in Bowen and Pugliese. The district court's contrary stance also overlooks the singular purpose of civil contempt orders and the distinction between civil and criminal contempt. The subject of the former is coercive, while the the latter is penal. Coercion implies a choice: compliance (purge) or suffer the remedy imposed by the court. Only in the fourth district is a purge provision not required in a civil contempt order.

Even if the form of the sanction were appropriate, the injunction in this case is incapable of being fairly read to prohibit clearly, unambiguously and directly the conduct found to be contemptuous. Petitioners' conduct was consistent with good faith activities not expressly enjoined by the injunction and actually permitted by it. The trial court's action is consistent only with a post hoc modification of the injunction in a way that

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STATEMENT OF CASE AND FACTS

This case on conflict review presents serious questions relating to the civil contempt powers of trial judges. Specifically, this case involves the enforcement of a non-competition covenant and the imposition of a huge contempt fine, unrelated to any damages of the party seeking the contempt, without any provision to purge the contemnor of his alleged violation.

In 1983 petitioners sold to respondent the capital stock of a water conditioning business. R. 116-122. Their agreement contained a non-competition clause which said:

> "11. Without prior written consent of [respondent], which consent may be withheld at sole discretion of [respondent], [?] engage in or in any manner be connected or concerned, directly or indirectly with the operation, management or conduct of any business that engages in the ownership or operation of a retail water conditioning business within Dade, Broward and Palm Beach Counties in the state of Florida."

R. 118.

Later respondent sued petitioners for breach, resulting in a money judgment. R. 101. In its August 20, 1986, final judgment, the court also found that petitioners had engaged in conduct that constituted a breach of the covenant not to compete and granted an injunction "to avoid a multiplicity of lawsuits". R. 101. In paragraph 3 of the final judgment the court enjoined petitioners (and anyone acting with them or on their behalf) for a period of two years from:

> "a) Being an agent, employee, consultant, principal, officer, director, stockholder, partner, or independent contractor, whether or not for valuable consideration, for or in any person, corporation, firm,

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partnership, sole proprietorship, association, or entity of any kind, which is engaged in the business of manufacturing, selling, or servicing water conditioning, treatment, or purification equipment, or parts therefor, or selling related products, including but not limited to, salt, chemicals, and filters for such equipment;

b) Using or employing agents, representatives, contractors, employees, or lessees, to perform any act prohibited hereinabove;

c) Having a financial interest or deriving compensation or benefits of any description from any business or entity as described hereinabove.

4. This Order shall not apply to any acts done by [petitioners] in connection with the operation of a ~~bona fide~~ wholesale water treatment, salt, and chemical business." [e.o.]

R. 101-102.

On January 28, 1987, respondent filed a motion for sanctions, saying only that petitioners "have continually and repeatedly violated [the circuit] court's injunction prohibiting them from engaging in the retail water conditioning business". R. 103. The motion clearly sought no damages and does not even contain the word "contempt". R. 103. At an early hearing on the motion, respondent disclaimed any monetary damages for the alleged violations of the final judgment. R. 92. On September 9, 1987, the circuit judge held an evidentiary hearing. R. 1-4.

The gist of the evidence presented by respondent is that, after the court entered its injunction, petitioners:

(a) sold their retail water conditioning business to their son and took back a promissory note from the son for the purchase price;

(b) leased a building to their son at which he

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operated his water conditioning business and the son paid them monthly rent;

(c) may have engaged in isolated retail sales from their wholesale water conditioning products business;

(d) had formed a corporation which buys commercial paper from dealers who sell water conditioning equipment and services; and

(e) that one or the other petitioner had been in the son's store and had assisted the son in handling a retail sale of salt or other water conditioning products to a consumer on no more than a half-dozen occasions R. 1-62.

At the conclusion of the hearing, the court took the matter under advisement and directed counsel for the parties each to submit a proposed form of judgment as well as any cases they might want the court to consider. R. 99.

On February 16, 1988, using the form submitted five months earlier by respondent and without making a single change, the court entered a final order on the motion for sanctions in which it held:

> "1. [Petitioners] at various times since August 20, 1986, have dealt with retail water conditioning customers from their [wholesale] business * * * and have profited thereby.
>
> 2. Since August 20, 1986, [petitioners] have derived income from the operation in Broward County of a retail water conditioning business by [their son] by virtue of leasing business premises for the carrying on of said business.
>
> 3. Since August 20, 1986, [petitioners] have profited from the operation in Broward County of retail water conditioning businesses by purchasing installment sales contracts from [some] operators of said businesses.

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> 4. [Petitioners] have done all of the aforesaid acts knowingly and in willful disregard of the Final Judgment entered herein on August 20, 1986.
>
> 5. [Petitioners] have continued to do the aforesaid acts for a period of at least one year since August 20, 1986."

R. 104. The court thereupon found petitioners in contempt for a "willful" violation of paragraph 3 of the final judgment. It assessed a fine of $25,000 "to be paid to [respondent]" within 60 days of the order and extended the injunction until August 20, 1989. R. 104-105.

On appeal, the fourth district affirmed. Johnson v. Bednar, 552 So.2d 928 (Fla. 4th DCA 1989). The district court found that the $25,000 fine need not bear any relationship (reasonable or otherwise) to any damages suffered by respondent (who had actually disclaimed them) because the fourth district has disavowed that requirement for civil contempt fines. 552 So.2d at 929.

The court equated the trial judge's finding of "knowingly and in willful disregard" as being tantamount to clear and convincing evidence that petitioner had intentionally violated the final judgment. Id. It also found no need for any purge provision because a fine, not imprisonment, had been ordered. Id.

This court later accepted jurisdiction.

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ARGUMENT

I.

THIS COURT'S DECISIONS REQUIRE THAT ALL CIVIL CONTEMPT FINES BE REASONABLY RELATED TO ANY ACTUAL DAMAGES SUFFERED BY THE PARTY SEEKING THE IMPOSITION OF THE FINE, BECAUSE THE NATURE OF CIVIL CONTEMPT IS COERCIVE RATHER THAN PENAL, AND THUS THE DISTRICT COURT ERRED IN FAILING TO REVERSE A $25,000 FINE BEARING NO RELATIONSHIP TO ANY DAMAGES (WHICH WERE DISCLAIMED).

In rejecting the reasonable relationship requirement the district court said:

> "Apart from the fact that the record does not demonstrate that the fine did not bear such a reasonable relationship, we, in the fourth district, have disavowed [Balzam v. Cohen, 427 So.2d 329 (Fla.3rd DCA 1983)] and have held that coercive fines can be imposed in contempt proceedings:
>
> > A coercive fine may be appropriate in order to force the contemnor to comply with the judgment without resorting to the more drastic step of jailing the offending party.
>
> Florida Coast Bank of Pompano Beach v. Mayes, 433 So.2d 1033, 1036 (Fla. 4th DCA 1983), petition for rev. dismissed, 453 So.2d 43 (Fla.1984).

552 So.2d at 929. Not only is the district court's reasoning a non sequitur but the decision is actually at odds with this court's decisions.

In National Exterminators Inc. v. Truly Nolen Inc., 86 So.2d 816 (Fla. 1956), also an action involving enforcement of a non-competition covenant where the trial court imposed a $1,000 punishment fine, this court reversed the fine, saying:

> "We do think the trial court has the power to punish for contempt by imposing a compensatory fine on the contemnor. The amount of such a fine may be measured by the damages, if any, suffered by the party in whose favor the iniunction is granted. It is his burden, however, to prove the amount and extent of the damages which should be reasonably certain of

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measurement." [e.s.]

86 So.2d at 818. The finding of contempt was affirmed but the punitive fine was impliedly disapproved.

Decided virtually at the same time was this court's decision in South Dade Farms Inc. v. Peters, 88 So.2d 891 (Fla. 1956). That case also concerns an injunction arising from a contract, The court ordered a landlord to refrain from leasing lands to third parties which were already covered by a lease to appellee. When violations of the injunction occurred, the trial court imposed a "compensatory" fine of $738,261 against the landlord and a "compensatory" fine $35,000 against six sub-tenants, All of the contemnors appealed.

Although this court reversed the contempt order on the basis that the offending conduct occurred before the injunction was entered, Justice Thornal did discuss the power to assess civil contempt fines. He said:

> "In an appropriate civil contempt case the court may compel performance of a required act by coercive imprisonment or in the event that the violation of the decree has resulted in damages to the injured party, there is adequate authority to support the assessment of 'compensatory fine' to be paid by the wrongdoing party to the party injured. * * * [T]he history of civil contempt proceedings sustains the conclusion that the power to impose a compensatory fine to the extent of damages suffered by the injured party inheres in the court whose decree has allegedly been violated.
>
> " * * * We are of the view that in a proper case there is adequate precedent to support the imposition of 'compensatory fine' in civil contempt proceedings." [e.s.]

88 So.2d at 899. Cf, Hanna v, Martin, 49 So.2d 585 (Fla. 1951) (damages for breach of injunction are actual damages suffered by

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aggrieved party). There can be no serious argument, in light of these decisions, that the law of Florida on civil contempt fines is anything other than they must bear a reasonable relationship to the seeking party's actual damages.

Indeed, even the fourth district at one time admitted that such was its understanding of the rule, In Langbert v. Langbert, 409 So.2d 1066 (Fla. 4th DCA 1981), the court reversed a $2,000 per day coercive fine designed to compel the contemnor to deliver $50,000 worth of property to his estranged wife, while it quoted extensively from South Dade Farms and cited National Exterminators. The court expressly said:

> " * * * however we also believe it was incumbent upon the trial court to limit the fine imposed to an amount reasonably related to the damage suffered by the injured party in accordance with the decision in South Dade Farms v. Peters." [e.o.]

409 So.2d at 1068.

An identical fine was reversed by the third district in Balzam v. Cohen, 427 So.2d 329 (Fla. 3rd DCA 1983), where the trial court imposed a daily fine of $1,000 to coerce compliance with its order requiring the contemnor to permit the injured party to have access to certain business premises. The third district reasoned, like the fourth district in Langbert, that National Exterminators requires a reasonable relationship between a civil coercive fine and the injured party's actual damages.

Judging from its opinion in Florida Coast Bank of Pompano Beach v. Mayes, 433 So.2d 1033 (Fla. 4th DCA 1983), the fourth district was led to stray from Langbert by the notion that the power to coerce by fines rather than imprisonment means that the

coercing court can pick just about any old amount it wants to -- even an amount which, as here, greatly exceeds the amount that could be imposed as a criminal contempt of court fine. The fourth district based that notion on its reading of its own decision in Lake Worth Utilities Authority v. Haverhill Gardens Ltd., 415 So.2d 125 (Fla. 4th DCA 1982).

It is difficult to understand how the fourth district could ever have gone so far astray. There is simply nothing in Lake Worth Utilities about fines bearing any relationship to damages; nor was that issue even raised there. Instead the subject of the court's attention -- other than attorney's fees -- was whether, having failed to raise any question of its ability to comply with the injunction at the contempt hearing, the contemnor could raise it for the first time on appeal. The court held it could not, but its decision is now suspect in the wake of this court's decision in Bowen v. Bowen, 471 So.2d 1274 (Fla. 1985). In any event, Lake Worth Utilities is hardly authority for the notion that "coercive" fines need not be related to the injured party's actual damages.

All civil contempt fines have as their subject the coercion of the contumacious party into compliance. Bowen, 471 So.2d at 1277; Pugliese v. Pugliese, 347 So.2d 422, 424 (Fla. 1977); Demetree v. State, 89 So.2d 498, 501 (Fla. 1956); and South Dade Farms, at 899. Punishment rather than coercion is the subject of criminal contempt proceedings. Id. But if it is criminal contempt and thus punishment, the fine is payable to the state and the procedural safeguards of rules 3.830 or 3.840 must be

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followed. In this case the fine is payable to respondent and nothing in rule 3.840 was followed.

The fourth district's foray into open-ended "coercive" civil contempt fines is quite contrary to this court's previous opinions. As there is no attempt in the present decision to explain this deviation from precedent on policy grounds, and indeed respondent has yet to attempt to do so, petitioners will await respondent's brief on the merits before replying with their own comments on that subject. Under the current state of the law, the failure to require a reasonable relationship with actual damages was clear error. The fourth district's decision must be disapproved on that ground alone.

II.

THE COURT ERRED IN FAILING TO REQUIRE A PURGE PROVISION IN THE CONTEMPT ORDER BECAUSE ALL CIVIL CONTEMPT ORDERS, BEING COERCIVE RATHER THAN PENAL, MUST CONTAIN A PURGE PROVISION.

Equally unsustainable is the district court's refusal to require a purge provision in this admittedly civil contempt order. In Bowen the necessity for purge provisions in civil contempt orders was the central focus of this court's review and its recognition of the need to explain several of its previous decisions. Specifically this court found error in converting a civil contempt proceeding to coerce payment of child support into a criminal proceeding to punish appellant for divesting himself of the ability to comply with the support order without any finding on whether he now had the ability to comply. The district court reversed the trial court and this court brought

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the case up at the request of HRS.

The court reaffirmed its previous holdings that civil contempt proceedings are intended to "obtain compliance" with the court's order and that the purpose of criminal contempt proceedings "is to punish". 471 So.2d at 1277. The court found that confusion over the requirement that a civil contemnor have the ability to purge his transgression was traceable to the court's Faircloth decision. The court adhered to its previous holdings that the ability to purge was indispensable in civil contempt hearings.

This court needs no reminding of the many cases insisting on a purge provision in all civil contempt orders. In Pugliese this court simply said flatly:

> "Furthermore, the order may not be sustained as being for civil contempt because no opportunity to purge was afforded." [e.s.]

347 So.2d at 426. To the same effect are Meadows v. Bacon, 489 So.2d 850 (Fla. 5th DCA 1986); Allman v. Johnson, 488 So.2d 884 (Fla. 5th DCA 1986); Palmer v. Palmer, 530 So.2d 508 (Fla. 3rd DCA 1988); Foster v. Foster, 220 So.2d 447 (Fla. 3rd DCA 1969); Coody v. Muszynski, 402 So.2d 81 (Fla. 5th DCA 1981); and Wallens v. Buchanan, 168 So.2d 687 (Fla. 3rd DCA 1964).

It is true that, strictly speaking, the only coercion talked about in Bowen was incarceration and not fines. But there is absolutely nothing in the opinion that limits its essential holding and reasoning to imprisonment. Indeed, because the act of non-compliance was the failure to pay money which had been already ordered and ignored, it is hardly likely that this court

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would have drawn any difference over a fine from jail. To be sure, unless this court is prepared to abandon its long standing rule that civil contempt is designed to compel compliance and not punish its absence, no such distinction can be drawn.

Moreover any variance between fines and imprisonment in this context is unusually misplaced, As petitioners pointed out in their jurisdictional brief, one man's fine is another man's prison. A $25,000 fine to all but a few is just as daunting as months in jail. Indeed, it may be easier to do the time than pay the fine. Hence any supposed difference between fines and imprisonment for the purposes of a purge provision is meaningless. If the subject is coercing compliance, there must be a choice (or purge) facing the contemnor. Otherwise it is just punishment dressed up in civilian garb and thus a way around the due process requirements of rule **3,840**.

The district court was wrong in failing to insist on a purge provision, and its decision in this case must be disapproved on that ground also.

III.

THE INJUNCTION SAID TO HAVE BEEN VIOLATED WAS AMBIGUOUS AND DID NOT CLEARLY ENJOIN THE CONDUCT HELD CONTEMPTUOUS.

It was manifestly impossible to impose any fine in this case because there was no possible basis for a contempt finding. It is fundamental that the injunction said to have been violated must be clear and definite in its command and direction. Loury v. Loury, **431** So.2d **701** (Fla. 2nd DCA **1983)**. No one can be held

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in contempt of an order which does not sufficiently charge him with knowledge of what he is required to do or refrain from doing. Id.

In this case the injunction does not clearly and definitely enjoin petitioners from receiving rental income from their son or from receiving payments on the promissory note from him. This court will carefully observe that the trial judge did not find, as respondent contended, that the sale and lease to their son by petitioners was a sham; in fact his contempt order is consistent only with finding a bona fide sale and lease. Thus the injunction was read by the trial court as enjoining good faith conduct that is nowhere described in the injunction.

The essential command of the injunction here was to prohibit petitioners from "engaging in the business of manufacturing, selling, or servicing water conditioning treatment or purification equipment". It does not, however, restrain them from being landlords to others in the water treatment or purification business, and it does not enjoin them from selling their business to someone else and receiving periodic payments for the purchase price; nor can either of these be fairly read as intended or comprehended by what was prohibited.

Receiving rental and note payments from a bona fide sale and lease to their son is hardly the same thing as "having a financial interest or deriving compensation or benefits" from someone engaged in the prohibited line of commerce. It is simply having a financial interest in and deriving compensation and benefits from a lease and sale of a business. Moreover, making a

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few isolated retail sales from a bona fide wholesale business is simply not the same thing as "engaging in the retail business" enjoined by the final judgment. Hence none of the specific acts stated as the predicate for the contempt finding are actually described in the injunction clearly, unambiguously and directly.

Because the original injunction could not be fairly read as including the conduct which the court later found to be a violation, it is obvious that the trial judge actually treated the motion for sanctions as a motion to modify the injunction and then to hold petitioners in contempt for violating the injunction as modified. Apart from the impropriety of holding them in contempt for violating an order before it was entered, there is another reason why the injunction could not have been modified as the trial court did.

Non competition covenants are undeniably in restraint of trade and would thus violate the antitrust laws if not allowed by § 542.33(2), Fla. Stat. (1987). That is a narrowly drawn statute which allows such provisions only *so* long as they are reasonable in both the line of commerce and geographically, and only *so* long as the buyer is in the same business. The statute on its face, however, obviously precludes the kind of expansive reading given by the trial court to the subject agreement. Thus even if the original injunction itself had improperly expanded the scope of the prohibited activities but had become invulnerable to challenge because of no prior appeal, the trial judge still could not later modify it even more expansively, in view of the obvious intent of § 542.33.

The combination of the traditional rule that injunctions be enforced by contempt powers only when they are sufficiently clear and definite, coupled with the bar of post hoc contempt findings and the public policy in the antitrust laws, combine to produce the legal impossibility of finding petitioners in contempt for the alleged "violations".

IV.

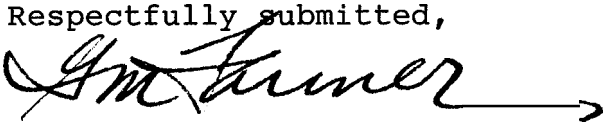
THIS CONTEMPT FINE SHOULD HAVE BEEN SET ASIDE BECAUSE THE AMOUNT OF THE FINE WAS EXCESSIVE.

Without any relationship to damages suffered by respondent, the fine is indisputably penal and thus criminal. But, as such, it is contrary to the quite specific provisions of § 775.02, Fla. Stat. (1987), which limit penal fines to $500. The statute is applicable to contempt fines. Aaron v. State, 284 So.2d 673 (Fla. 1973); Thomas A. Edison College Inc. v. State Board of Independent Universities, 411 So.2d 257 (Fla. 4th DCA 1982). Thus even if a penal fine could be imposed without regard to any damages suffered by the other party and without a purge provision, there is no authority to impose a fine greater than $500. This $25,000 fine far exceeds the maximum amount and thus must be set aside on that ground even if otherwise proper.

CONCLUSION

The decision of the fourth district should be disapproved on the grounds discussed in this brief and the case remanded to the district court with instructions to issue a mandate setting aside the trial judge's final order of contempt and directing that court to dismiss respondent's motion for sanctions.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 23rd, 1990, a true and correct copy of petitioners' initial brief was placed in the U.S. Mail, first class postage prepaid and addressed to Lawrence J. Forno, Esq., Counsel for Respoddent, 2641 East Atlantic Boulevard, Suite 309, Pompano Beach, Florida 33062 and James C. Brady, Esq., Trial Counsel for Petitioners, 1318 S. E. 2nd Avenue, Fort Lauderdale, Florida 33316.

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