SUPREME COURT OF FLORIDA

Case No.: 76,353

DISTEFANO CONSTRUCTION, INC., a Florida corporation,

Petitioner,

v.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a foreign corporation,

Respondent.
_____/

REPLY BRIEF OF PETITIONER

ON APPEAL FROM THE DISTRICT COURT OF APPEAL
OF THE STATE OF FLORIDA, THIRD DISTRICT

CASE NUMBER 89-1550

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PREAMBLE

The parties will be referred to by the position they held in the trial court or by name. Petitioner will be referred to as Defendant or DISTEFANO CONSTRUCTION, INC. Respondent will be referred to as Plaintiff or FIDELITY & DEPOSIT COMPANY OF MARYLAND.

The record on appeal will be cited as (R. __).

The appendix filed by Petitioner with its initial brief will be cited as (App. __).

STATEMENT OF THE CASE AND OF THE FACTS

Petitioner disagrees with a substantial portion of the statement of the case and of the facts contained in Respondent's brief, and will attempt to set forth the areas of disagreement.

It is important for this Court to keep in mind the knowledge held by respective counsel of what transpired in the trial court, and not be mislead by the artful use of deceptive adjectives. Petitioner's counsel was involved in this case from the start, tried the case, and has handled all of the appeals on Petitioner's behalf. Respondent's present counsel, on the other hand, began his involvement with reviewing the appellate work performed by Respondent's prior counsel for the appeal of *Larjim Management Corp. v. DiStefano Construction, Inc.*, 534 So.2d 814 (Fla. 3d DCA 1988)[1]. Because Respondent and its principals[2] decided against having the trial transcript prepared for the above appeal, Respondent's present counsel has no idea what occurred at trial, having not participated in the trial and having never reviewed a transcript of the trial.

Thus, the statements:

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[1]Respondent erroneously asserts, in many locations throughout its brief, that it was not a party to this appeal. (Respondent's Brief, p. 2, etc.) In fact, Respondent was a party to the appeal, but chose not to directly participate although it did not seek, and therefore, did not obtain an order allowing it to abstain. FLA. R. APP. P. 9.020(f)(2) defines Appellee as "every party in the proceeding in the lower tribunal other than an appellant." Respondent was a party in the proceeding in the lower tribunal. It was represented by the same succession of attorneys who represented Canrael Properties. The attorney representing both Canrael and Respondent filed the Notice of Appeal in the first appeal, but for reasons best known to him (and perhaps Respondent), he failed to designate Respondent as an appellant. Certainly, Respondent and Canrael had a community of interest--if the foreclosure of the mechanic's claim of lien was overcome, Respondent would not be called upon to pay on the bond.

[2]Respondent mistakenly identifies the bond principal as Canreal [sic--Canrael] Properties, Inc., a non-existent corporation. The bond principal is identified as "Canrael Properties" which was a Florida general partnership consisting of Larjim Management Corporation and Centurion Investment Group, Inc., both Florida corporations.

> Petitioner's counsel's failure to assure delivery of the affidavit became an important aspect of the litigation, . . .
>
> and
>
> Petitioner was forced to defend the appeal and was faced with a difficult issue of law which could have easily been averted had Petitioner's counsel acted properly prior to filing this litigation. What was in fact an "open and shut" lien foreclosure case turned into a difficult exercise in litigation solely as a result of Petitioner's counsel's failure to insure that Petitioner delivered the final contractor's affidavit prior to filing suit.

come from an overwhelming deficit of knowledge[3] and a transparent attempt to rewrite the history of this litigation.

The following statements in Respondent's brief are laden with misrepresentations:

> Canreal [sic], F&D's principal, who had been defending F&D during the trial, chose to appeal only the claims against itself and not the claim against the bond. Consequently, F&D promptly paid the net judgment entered by the trial court including the interest, as required by the transfer of lien bond, and applicable law.

Canrael had not "been defending" F&D during the trial--F&D chose to have the same attorney who represented Canrael represent it. Canrael was plaintiff/counterclaim defendant. Respondent was the third party defendant for the sole issue of the lien foreclosure. The ***only*** issue that was appealed was the validity of the lien foreclosure (the sole issue involving Respondent, and only Respondent). There was no appeal of the breach of contract claim made by Petitioner against Canrael, or of the breach of contract claim by Canrael against Petitioner.

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[3]In truth, contrary to the assertions of Respondent, the case was at all times an "open and shut" case on the issue of the lien foreclosure. Very little time and effort was devoted to it at trial. The controversy, as stated by Respondent in its brief, "arose between Petitioner and Canreal regarding the ***quality of the work and the amounts due*** the Petitioner for its work." (Respondent's Brief, p. 1.) Some 300 change orders and back charges were reviewed during the trial. The issue of law in the first appeal was a simple issue--controlled by two long-standing cases from this Court.

There was nothing prompt about Respondent's payment of the judgment--the final judgment was entered on January 29, 1988. Payment was made on June 3, 1988, and then only after Petitioner threatened execution through the Insurance Commissioner's office (which would have prevented F & D from conducting insurance business in the State of Florida until paid).

The task faced by this Court is difficult enough without adding to that burden the deliberate misrepresentations by a party to the appeal.

DISTEFANO CONSTRUCTION, INC., seeks a reversal of the opinion of the Third District (and adherence to the decision of the Fifth District in *U. S. Fire Insurance Company v. Sheffield Steel Products, Inc., 533 So.2d 782 (Fla. 5th DCA 1988)* review denied 542 So.2d 989 (Fla. 1989)), with instructions to reinstate the judgment of the trial court on the issue of the responsibility of FIDELITY & DEPOSIT COMPANY OF MARYLAND, for the attorney's fees incurred by DISTEFANO CONSTRUCTION, INC. Further, DISTEFANO CONSTRUCTION, INC., seeks a reversal of that portion of the judgment where the reasonable hours expended by counsel for DISTEFANO CONSTRUCTION, INC., were reduced by 30%, with directions to enter a judgment, *inter alia*, awarding attorney's fees based upon 165 hours at $175 per hour, enhanced by a contingency risk multiplier of 2, plus 10 hours times $175 per hour, plus the $9,800 in appellate fees, for a total of $69,300.

SUMMARY OF ARGUMENT

FIDELITY & DEPOSIT COMPANY OF MARYLAND, is directly responsible for the attorney's fees incurred by DISTEFANO CONSTRUCTION, INC., in the lien foreclosure action under both the Florida Mechanic's Lien law and the Florida Insurance Code.

With respect to the Florida Mechanic's Lien law, FIDELITY & DEPOSIT COMPANY OF MARYLAND, is responsible for the fees as an unsecured judgment remaining over and above the penal amount of the bond. The result of transferring the mechanic's claim of lien to a surety bond was to remove the lien from the property, and to remove the property owner as a necessary and proper party to the lien foreclosure action. Since the property owner was neither a necessary or proper party to the lien foreclosure action, the assessment of attorney's fees under the Florida Mechanic's Lien law was against FIDELITY & DEPOSIT COMPANY OF MARYLAND, and not against a non-party--the owner/developer, which remained a party only as to the breach of contract claims.

Additionally, FIDELITY & DEPOSIT COMPANY OF MARYLAND, is responsible for the attorney's fees incurred by DISTEFANO CONSTRUCTION, INC., under the Florida Insurance Code. The Florida Mechanic's Lien law is not an exclusive remedy. The Florida Insurance Code applies to FIDELITY & DEPOSIT COMPANY OF MARYLAND, a surety under the transfer of lien surety bond. As a result, the attorney's fees provision of the Florida Insurance Code makes FIDELITY & DEPOSIT COMPANY OF MARYLAND, directly responsible for the attorney's fees incurred by DISTEFANO CONSTRUCTION, INC., in foreclosing the claim of lien against the surety bond.

Further, the Third District erred in failing to affirm the application of § 713.24(3),

requiring an increase in the amount of the surety bond sufficient to cover all of the award to DISTEFANO CONSTRUCTION, INC., inclusive of attorney's fees. In finding that the limit of any surety bond is the amount ***required*** by the statute at the time of posting of the bond (and can never be increased above that amount), the Third District has rendered the statute totally lacking in any application or purpose. The clear application of the statute is to provide sufficient security for the payment of all sums ordered to be paid to the claimant in exchange for freeing title to a very valuable asset--the realty.

Last of all, the Third District erred in affirming the reduction of the amount of attorney's fees awarded without any record support. The court arbitrarily established a percentage reduction of the attorney's fees award with no record support. The sole reason for the reduction was extra legal work caused by the failure to serve a final contractor's affidavit, an issue that was extremely minor at the time of trial[4]. Further, the failure to serve the final contractor's affidavit was known to the owner/developer long before the it was made an issue. The issue was raised more than one year after the claim of lien had been recorded in the hopes that the claimant would not be able to recover from the oversight. The owner/developer made the issue (which it ultimately lost) more difficult by waiting so long to raise it. DISTEFANO CONSTRUCTION, INC., should not be penalized for the failed trial tactic of FIDELITY & DEPOSIT COMPANY OF MARYLAND.

The opinion under review should be reversed, with instructions to reinstate the judgment of the trial court except for that portion which reduces by 30% the hours found by the court to be otherwise reasonably expended. That portion should be reversed with directions to the trial

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[4]The judge awarding attorney's fees was not the judge who presided at the trial. That judge had been reassigned to the criminal division.

court to enter a new order providing for no reduction in the hours found by the trial court to be reasonably expended. The trial court should be directed to modify its order to award to $59,500 for legal services in the circuit court, determined by multiplying $175 per hour by 165 hours (being the 175 hours minus 10 hours), multiplying that lodestar figure of $28,875 by the contingency risk multiplier of 2, and adding the 10 hours at $175 per hour.

Additionally, this Court should award Petitioner its fees for this appeal.

ARGUMENT

I. Jurisdiction

Respondent asserts that the District Court of Appeal of the State of Florida, Third District, is wrong in its certification of conflict of its decision with that of the Fifth District in *U. S. Fire Insurance Company v. Sheffield Steel Products, Inc.*, 533 So.2d 782 (Fla. 5th DCA 1988) *review denied* 542 So.2d 989 (Fla. 1989) which upheld the award of attorney's fees under § 627.428, FLA. STAT. (1987) against a surety which had issued a transfer of lien bond in a foreclosure of a lien transferred to a surety bond under Part II of Chapter 713, FLA. STAT. (1987). (Respondent's Brief, pp. 11–13.) In arguing this issue, Respondent totally overlooks the plain holding contained in the one paragraph opinion on rehearing, which holding states:

> . . . ***The surety is additionally liable for attorney's fees by way of statute section 627.428(1), Fla. Stat. (1987), independent of the language of the bond***. *See Financial Indemnity Co. v. Steel & Sons, Inc.*, 403 So.2d 600 (Fla. 4th DCA 1981). . .

U. S. Fire Insurance Company v. Sheffield Steel Products, Inc., supra, at 783. [Emphasis added.]

In spite of that very clear language, Respondent argues that the award of attorney's fees was made through § 627.756, FLA. STAT. (1987). Clearly, this argument is frivolous--§ 627.756 FLA. STAT. (1987) applied to bonds for construction contracts--those "bonds written by the insurer under the laws of this state to indemnify against pecuniary loss by breach of a ***building or construction contract***." An action under Part II of Chapter 713, FLA. STAT. concerns personal property, not a building or construction contract. The opinion clearly states that the case was decided under § 713.76, FLA. STAT. (1987), a section within Part II of Chapter 713, FLA. STAT. (1987). The opinion also clearly holds the surety responsible for attorney's fees by virtue of the

general attorney's fees provision of the Florida Insurance Code, § 627.428[5].

There is conflict between the decisions of the Third District, in the case under review, and that of the Fifth District in *Sheffield*.

Therefore, this court has jurisdiction pursuant to Article V, § 3(b)(4), FLORIDA CONSTITUTION (1980) and FLA. R. APP. P. 9.030(a)(2)(A)(vi).

II. First Issue on Appeal

WHO IS RESPONSIBLE FOR ATTORNEY'S FEES WHERE A SURETY HAS ISSUED A TRANSFER OF LIEN BOND UNDER § 713.24, FLA. STAT. (1989), AND THE MECHANIC'S LIEN IS FORECLOSED AGAINST THE SURETY BOND?

The response of Respondent to this issue is contained in section III. of the answer brief, beginning on page 24. Respondent offers this court no assistance in reconciling the effect of posting a transfer of lien bond (removing the property owner as a necessary and proper party) with the court's holding that Petitioner is left with an unsecured judgment for the balance of its attorney's fees. Against whom is the unsecured judgment if not Respondent since Respondent

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[5]Respondent correctly points out an error made in Petitioner's brief which removes any factual difference between *Sheffield* and the case under review. In fact, § 713.585(5)(d), FLA. STAT. (1987) provides for an award of attorneys' fees to the prevailing party in a lien foreclosure action under Part II of Chapter 713, just as § 713.29, FLA. STAT. (1987) provides for an award of attorneys' fees to the prevailing party in a lien foreclosure action under Part I of Chapter 713. Even though the Florida Mechanic's Lien Law, Chapter 713, Part II, provides for an award of attorneys' fees to the prevailing party, attorneys' fees were assessed against the surety in Sheffield, not on the basis of the mechanic's lien law, but rather on the basis of the Florida Insurance Code. The Fifth District did not confine the award of attorney's fees to the provisions of the Mechanic's Lien Law. In the case under review, the Third District reversed an award of attorneys' fees to the prevailing party against a surety made under the Florida Insurance Code, confining the award of attorney's fees to the Florida Mechanic's Lien Law. (Appendix 3–4.) Those decisions are directly contradictory and conflicting, providing the basis of this court's jurisdiction.

is the only remaining party to the lien foreclosure action? No case prior to the one under review, other than *Sheffield*, discusses the application of the general attorneys' fees provision of the Florida Insurance Code to a transfer of lien bond case.

A. Under Florida Mechanic's Lien Law.

1. Effect of posting transfer of lien surety bond.

a. Removes owner as proper party to foreclosure action.

Since the filing of the initial brief by Petitioner, the Fourth District has issued its opinion in *Samhat v. Cocoa Masonry of Pinellas County, Inc.*, 15 FLW D2195 (Opinion issued September 7, 1990; case number 89-01558) which held, consistent with the cases cited in the initial brief, that transferring a lien to a bond removes the personal liability of the property owner. Cocoa Masonry filed a mechanic's lien against property owned by Samhat. It filed a four count complaint against Samhat and Reliance Insurance Company, the surety on the transfer of lien bond, which included a lien foreclosure count. The final judgment was entered against the property owner and surety. The Fourth District reversed as to the property owner, stating:

> An individual has no personal liability if his only link to a mechanic's lien action is his ownership of the property. Further, the transfer bond releases the property from the lien. *See International Community Corporation-Tampa v. Davis Water and Waste Industries, Inc.*, 455 So.2d 1164, 1165 (Fla. 2d DCA 1984)(bond released property owner from liability). Thus, the judgment in favor of Cocoa Masonry must be vacated as to Samhat.

b. Unsecured judgment is against surety.

In the case under review, the ownership of the property was the only link of Canrael Properties to the mechanic's lien foreclosure action. It of course was a party to a breach of contract action both as a plaintiff and as a counter-defendant. But as to the mechanic's lien

foreclosure action, its only link was as owner of the property. It did not post a cash bond, it posted a surety bond. The effect of posting the surety bond was to remove Canrael as a proper and necessary party to the lien foreclosure action. Therefore, as to an award of attorneys' fees made under the Florida Mechanic's Lien Law, the unsecured judgment for attorney's fees would have to be against Respondent and only Respondent since Canrael was no longer a proper or necessary party to the mechanic's lien foreclosure action.

Therefore, the "unsecured judgment" for attorney's fees held by DISTEFANO CONSTRUCTION, INC., is against FIDELITY & DEPOSIT COMPANY OF MARYLAND, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, is directly responsible for payment of the attorney's fees.

B. Under Florida Insurance Code

Because the Florida Mechanic's Lien law is not an exclusive remedy, as seen in § 713.30, it does not exclude the operation of the insurance code. The Florida Insurance Code is another basis for the liability of FIDELITY & DEPOSIT COMPANY OF MARYLAND, for attorney's fees.

1. Analysis of conflicting case

The response of Respondent to this section is contained in its argument concerning jurisdiction. As we have already seen, that argument is frivolous. The cases are identical except for the part of the mechanic's lien law under which they were brought.

2. Historical application of Florida Insurance Code provisions

Respondent did not respond to this section of the brief.

3. Public Policy underlying fee responsibility of surety

The response of Respondent to this section is contained within section III. of Respondent's brief, beginning midway through page 27. It chides Petitioner for oversimplification of the underwriting process attendant to the surety business, but does not dispute that a surety can, and does, thoroughly investigate the financial ability of a principal before it makes the decision to issue the bond, and it does not dispute that sureties obtain indemnification agreements from principals on those bonds.

Respondent correctly asserts that there is no record of what indemnification or collateral it obtained from Canrael when it issued the bond. That evidence was irrelevant to the issues being tried. However, Respondent does not dispute the process, well known to those working within the industry, of investigating the financial strength of the principal, and obtaining collateral security for the performance of the indemnification agreement. It is that procedure and financial information, available to the surety before contracting to issue the bond, that supports the public policy of a voluntary undertaking of the shift of the risk of loss to the surety.

A surety on a $26,000 transfer of lien bond, responsible for attorneys' fees under the Florida Insurance Code that could well exceed the face amount of the bond, would have an incentive to actively participate in, and encourage settlement of, the foreclosure suit. In fact, sureties may, when faced with the statutorily created obligation to pay attorneys' fees in a transfer of lien bond case, become as actively involved in resolving litigation as they are in payment and performance bond cases where the obligation of the surety for attorneys' fees is also derived from the Florida Insurance Code, specifically § 627.756, FLA. STAT.

And isn't the speedy and just resolution of disputes one of the most important public

policies underlying the judicial system?

The "strap[ping of] owners and contractors with unreasonably high demands for collateral in order to bond off small, and clearly contested liens" asserted by Respondent is a meaningless red herring. The same sureties posting payment and performance bonds are posting transfer of lien bonds, and the same indemnification agreements and collateral requirements exist for both types of bonds. The exposure for attorneys' fees, and the incentive to help resolve these disputes, should be the same for both types of bonds.

In an apparent response to the public policy argument, Respondent asserts in section II.C. of its brief, that it was "legally prohibited from settling Petitioner's claim prior to a judgment." It cites in support of that position § 713.24, FLA. STAT., which contains the *obligation* to pay on the bond when a judgment or decree is rendered. It does not prohibit sureties from taking an active role in attempting to resolve the dispute[6]. It is incredible that a surety would take the position with this court, unsupported by any law, that it is:

> In fact, and by law, the surety is prohibited from settling the controversy until a judgment has been entered by the trial court.

(Respondent's Brief, p. 21.)

III. Second Issue on Appeal

WHETHER THE TRIAL COURT CAN ORDER A TRANSFER OF LIEN SURETY TO INCREASE THE AMOUNT OF THE TRANSFER OF LIEN SURETY BOND

The response of Respondent to this issue is contained in section III. of the answer brief.

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[6]*As discovered at oral arguments in the underlying appeal, it is the lack of experience of Respondent's counsel in transfer of lien bond cases that is the basis of this espoused opinion. In response to the court's question prompted by the incredible position on this issue, counsel admitted that this was his first transfer of lien bond case.*

The response is curiously phrased since Florida law, specifically § 713.24(3), certainly permits a court ordered increase in the amount of a transfer of lien bond. Section 713.24 FLA. STAT. (1987) provides for the court to order *at any time*, an increase in the security. More specifically:

> **713.24 Transfer of Liens to Security. --**
>
> * * *
>
> (3) Any party having an interest in such security . . . may at any time, and any number of times, . . . file a motion in a pending action to enforce a lien, for an order to require additional security . . .

A. Increase in Lien Transfer Bond

As stated by Petitioner, and confirmed by Respondent[7], those cases that have discussed an increase in the amount of the lien transfer bond under § 713.29 to cover attorney's fees are neither clear nor consistent. The Third District has never explained its holding in *Brickell Bay Club, Inc. v. Ussery*, 417 So.2d 692 (Fla. 3d DCA 1982) to support either view being advanced. *It has, however, subsequently held that a mechanic's lien which is transferred to* a bond pursuant to § 713.24 of the mechanic's lien statute may not be increased by the court to provide for attorneys' fees in an amount to exceed $100. *Old General Insurance Company v. E. R. Brownell & Associates, Inc.*, 499 So.2d 874 (Fla. 3d DCA 1986). [Emphasis added.]

Respondent still has not advised this Court how a trial court can order a property owner who is neither a proper nor necessary party to a lien foreclosure action, to increase the amount of the transfer of lien bond.

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[7]*Its response to this section is contained in section III. of its brief, beginning at page 28.*

In the opinion under review, the Third District still does not discuss its opinion or rationale in *Brickell Bay Club, Inc. v. Ussery, supra*, but cites its later opinion in *Old General Ins. Co. v. E. R. Brownell & Assocs., Inc.*, 499 So.2d 874 (Fla. 3d DCA 1986) as support for its reversal of the trial court ordering an increase in the bond.

Accordingly, this court should reverse the opinion of the Third District and order the reinstatement of the order requiring the surety to increase the amount of the bond to cover the entire judgment recovered by DISTEFANO CONSTRUCTION, INC., although it need not reach this issue if it affirms the direct responsibility of FIDELITY & DEPOSIT COMPANY OF MARYLAND, for the fees.

IV. Third Issue on Appeal

WHETHER THE TRIAL COURT ABUSED ITS DISCRETION IN REDUCING THE NUMBER OF HOURS IT FOUND TO BE OTHERWISE REASONABLY EXPENDED BY COUNSEL FOR DISTEFANO CONSTRUCTION, INC., ON THE BASIS THAT THOSE HOURS WERE EXPENDED ON THE ISSUE OF THE LATE SERVICE OF A FINAL CONTRACTOR'S AFFIDAVIT

Petitioner asserts that the trial court abused its discretion in reducing the number of hours it found to be otherwise reasonably expended by Petitioner's counsel on the basis that those hours were expended on the issue of the late service of a final contractor's affidavit.

There is no evidence in the record supporting the reduction in hours. Respondent has failed to direct this court's attention to any such evidence, and of course, cannot since none exists.

It is amazing that Respondent's counsel would attempt to advise this court of what participation Respondent had in the trial of this matter, since there is no way for him to know. The record shows that Respondent was a named party to the action--a third party defendant.

Respondent was represented in the trial of this matter by the same attorney representing Canrael. Since Canrael posted a transfer of lien bond, there was only one party defendant to the lien foreclosure action--Respondent. All of the attorneys' efforts at defending against the lien foreclosure action were expended on behalf of Respondent. Yet, Respondent would be so bold as to tell this court that:

> The only attorney representing a party other than Petitioner was the attorney for Canreal [sic], the general contractor[8].

(Respondent's Brief, p. 30.) And Respondent would say that while also telling this court that it knows what went on at the trial.

Yes, Petitioner made this same argument to the Third District which found it to be without merit. That is what the appeal to this Court is all about--to review the decision of the Third District to determine its correctness. Its decision was not correct with respect to this issue, and with respect to those issues addressed above.

In light of the lack of evidence supporting the court's decision, that portion of the order appealed which reduces by 30% the hours found by the court to be otherwise reasonably expended should be reversed with directions to the trial court to enter a new order providing for no reduction in the hours found by the trial court to be reasonably expended. The trial court should be directed to modify its order to award $59,500 for legal services in the circuit court, determined by multiplying $175 per hour by 165 hours (being the 175 hours minus 10 hours), multiplying that lodestar figure of $28,875 by the contingency risk multiplier of 2, and adding the 10 hours at $175 per hour.

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[8]*Canrael was the owner/developer, not the general contractor.*

CONCLUSION

The opinion under review should be reversed, with instructions to reinstate the judgment of the trial court except for that portion which reduces by 30% the hours found by the court to be otherwise reasonably expended. That portion should be reversed with directions to the trial court to enter a new order providing for no reduction in the hours found by the trial court to be reasonably expended. The trial court should be directed to modify its order to award to $59,500 for legal services in the circuit court, determined by multiplying $175 per hour by 165 hours (being the 175 hours minus 10 hours), multiplying that lodestar figure of $28,875 by the contingency risk multiplier of 2, and adding the 10 hours at $175 per hour.

Additionally, this Court should award Petitioner its fees for this appeal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail this 23d day of October, 1990, to: UBALDO J. PEREZ, JR., ESQUIRE, Attorney for Respondent, Popham, Haik, Schnobrich & Kaufman, Ltd., Suite 4100, One CenTrust Financial Center, 100 S.E. Second Street, Miami, Florida 33131.

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