SUPREME COURT OF FLORIDA
TALLAHASSEE, FLORIDA

CASE NO. 78,370

PATRICIA DOSDOURIAN,

Petitioner,

vs.

RICHARD PAUL CARSTEN,

Respondent.
_____/

PETITIONER'S SUPPLEMENTAL BRIEF

WALTON LANTAFF SCHROEDER & CARSON
By: JOHN P. JOY
Attorneys for Petitioners
One Biscayne Tower, 25th Floor
2 South Biscayne Boulevard
Miami, Florida 33131
(305) 379-6411

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES ii

INTRODUCTION 1

SUMMARY OF THE ARGUMENT 1

ARGUMENT 3

I. MARY CARTER AGREEMENTS SHOULD BE DECLARED VOID AS AGAINST PUBLIC POLICY. 3

1. Mary Carter Agreements Promote Unethical Practices. 3

2. Mary Carter Agreements corrupt the administration of justice. 7

3. Mary Carter Agreements Improperly Undermine Florida's Policy to Equitably Apportion Liability on the Basis of Fault. 9

4. Mary Carter Agreements Do Not Promote Settlement Of Cases. 11

CERTIFICATE OF SERVICE 14

WALTON LANTAFF SCHROEDER & CARSON

TWENTY-FIFTH FLOOR, ONE BISCAYNE TOWER, 2 SOUTH BISCAYNE BOULEVARD, MIAMI, FL 33131 • TEL. (305) 379-6411

TABLE OF AUTHORITIES

Cases **Page**

Booth v. Mary Carter Paint Company,
202 So.2d 8 (Fla. 2d DCA 1967) 3

Cox v. Kelsey-Hayes Co.,
594 P.2d 354 (Okla. 1978) 13

Degan v. Bayman,
200 N.W.2d 134 (S.D. 1972) 6

Diaz v. Sears, Roebuck & Co.,
475 So.2d 932 (Fla. 3d DCA 1985) 10, 12

Elbaor v. Smith,
1992 WL 353288 (Tex. 1992) 13

General Motors Corp. v. Simmons,
558 S.W.2d 855 (Tex. 1977) 12

Griener v. Zinker,
573 S.W.2d 884 (Tex. Civ. App. 1978) 9

Lum v. Stinnett,
488 P.2d 347 (Nev. 1971) 7, 11, 13

Maule Industries v. Roundtree,
264 So.2d 445 (Fla. 4th DCA 1972), rev'd
on other grounds, 284 So.2d 389 (Fla. 1973) 14

Mustang Equipment, Inc. v. Welch,
564 P.2d 895, 899 (Ariz. 1977) 8, 13

Ponderosa Timber & Clearing Co. v. Emrich,
472 P.2d 358 (Nev. 1970) 6

Ratteree v. Bartlett,
707 P.2d 1063, 1075 (Kan. 1985) 6

Shelton v. Firestone Tire and Rubber Co.,
662 S.W.2d 473 (Ark. 1973) 12

Trampe v. Wisconsin Telephone Co.,
252 N.W. 675, 678 (Wis. 1934) 7, 13

Ward v. Ochoa,
284 So.2d 385, 387 (Fla. 1973) 6, 9, 11, 13

TABLE OF AUTHORITIES
(Continued)

Cases **Page**

Watson Truck and Supply Co. v. Males,
801 P.2d 639, 643 (N.M. 1990) 7, 11, 13

Statutes

§ 768.31(4), Fla. Stat. 10

§ 768.81(3), Fla. Stat. 10, 11

§ 768.81(3), Fla. Stat. (1991) . . . . . *

§ 768.81, Fla. Stat. (1986) 9, 10

Miscellaneous

Note, Are Gallagher Covenants Unethical?:
An Analysis Under The Code of
Professional Responsibility,
19 Ariz. L. Rev. 863 (1977) 7

Freedman, The Expected Demise of
Mary Carter: She Never Was Well!,
633 Ins. L.J. 602 (1975) 6

John E. Benedict, It's a Mistake to
Tolerate the Mary Carter Agreement,
87 Columbia L.Rev. 368 (1987) 13

June F. Entman, Mary Carter Agreements:
An Assessment of Attempted Solutions,
38 U.Fla.L.Rev. 521 (1986) 13

Article 1, §§ 9, 21 and 22, Florida Constitution 13

Opinion No. 70-18, July 28, 1970 7

Preamble to Rules of Professional Conduct 3

Rule 3-4.3, Rules of Discipline 3

Rule 4-1.2, Rules of Professional Conduct 3

Rule 4-1.7, Rules of Professional Conduct 7

Rule 4-3.3, Rules of Professional Conduct 4

TABLE OF AUTHORITIES
(Continued)

Miscellaneous **Page**

Rule 4-3.4, Rules of Professional Conduct 4

Rule 4-3.5, Rules of Professional Conduct 4

Rule 4-8.4, Rules of Professional Conduct 4

WALTON LANTAFF SCHROEDER & CARSON
TWENTY-FIFTH FLOOR, ONE BISCAYNE TOWER, 2 SOUTH BISCAYNE BOULEVARD, MIAMI, FL 33131 • TEL. (305) 379-6411

INTRODUCTION

This Brief is submitted in response to this Court's order dated February 17, 1993 wherein the Court requested supplemental briefs with respect to the continuing viability of Mary Carter agreements.

SUMMARY OF THE ARGUMENT

Mary Carter agreements should be declared void as against public policy in the state of Florida for several reasons.

First, by their very nature, the agreements promote unethical practices by members of the Florida Bar. That is, parties to the agreements have a direct incentive to make actual or tacit misrepresentations and misleading statements to the Court, the jury and opposing counsel. Further, an attorney's obligation of candor toward a tribunal is severely compromised. Moreover, the agreements create a scenario whereby attorneys will be tempted to jointly encourage witnesses to alter their testimony and/or withhold relevant evidence.

Second, the agreements mock the integrity of the judicial system. Jurors are deliberately and artificially deceived as to the litigants' motivations and interests. This Court should not permit parties to fashion and perform private agreements which are tantamount to fraud on the court and jury and which seriously erode public confidence in the judicial system and the bar.

Mary Carter agreements also adulterate Florida's legislatively expressed public policy of more equitably apportioning liability on the basis of fault. This salutary goal is unfairly undermined to the extent that party litigants are permitted to secretly conspire to shift accountability away from a plaintiff and settling defendant to the nonsettling defendant. Furthermore, with the legislative modification of the joint and several liability doctrine, the nonsettling Defendant's ability to recoup through contribution a portion of the artificially inflated allocation is more difficult than ever.

Finally, Mary Carter agreements cannot be legitimized as vehicles which promote settlement. Rather, the agreements are designed to continue litigation to judgment and often give the settling defendant veto power over resolution of the claim prior to verdict. As such, the agreements are tantamount to champerty and maintenance.

Petitioner respectfully submits that this Court, in its capacity as both a common law tribunal and regulator of the Florida Bar, should declare void as against public policy any private agreements which precipitate the deleterious effects set forth above.

WALTON LANTAFF SCHROEDER & CARSON
TWENTY-FIFTH FLOOR, ONE BISCAYNE TOWER, 2 SOUTH BISCAYNE BOULEVARD, MIAMI, FL 33131 • TEL. (305) 379-6411

ARGUMENT

I. MARY CARTER AGREEMENTS SHOULD BE DECLARED VOID AS AGAINST PUBLIC POLICY.

1. Mary Carter Agreements Promote Unethical Practices.

The fact that usage of Mary Carter agreements in civil litigation has become an accepted practice in Florida courts since approximately 1967[1] does not in any way change the fact that all attorneys practicing in those same courts are subject to the Rules of Professional Conduct. That is, a lawyer is a "representative of clients, an officer of the legal system, and a public citizen having special responsibility for the quality of justice." See, Preamble to Rules of Professional Conduct. Petitioner submits that, by their very nature, Mary Carter agreements promote unethical practices by Florida attorneys. In this regard, the applicable ethical considerations include:

1. The commission by a lawyer of any act which is unlawful or contrary to honesty and justice may constitute cause for discipline. (Rule 3-4.3, Rules of Discipline).

2. A lawyer shall not counsel a client to engage, or assist the client, in conduct that the lawyer knows or reasonably should know is fraudulent. (Rule 4-1.2, Rules of Professional Conduct).

[1] See, Booth v. Mary Carter Paint Company, 202 So.2d 8 (Fla. 2d DCA 1967).

3. A lawyer shall not knowingly make a false statement of material fact to a tribunal; fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a fraudulent act by the client; or, permit any witness to offer testimony or other evidence that a lawyer knows to be false. (Rule 4-3.3, Rules of Professional Conduct).

4. A lawyer shall not counsel or assist a witness to testify falsely; offer an inducement to a witness that is prohibited by law; or, request a person other than a client to refrain from voluntarily giving relevant information to another party. (Rule 4-3.4, Rules of Professional Conduct) (Emphasis supplied)

5. A lawyer shall not seek to influence a juror or other decision-maker except as permitted by law or the rules of court. (Rule 4-3.5, Rules of Professional Conduct).

6. A lawyer shall not violate or attempt to violate the rules of professional conduct; knowingly assist or induce another to do so; do so through the acts of another; engage in conduct involving dishonesty, fraud, deceit or misrepresentation; or, engage in conduct that is prejudicial to the administration of justice. (Rule 4-8.4, Rules of Professional Conduct).

Once Mary Carter agreements are signed, the attorneys representing the signatories are obligated to zealously represent their clients in performing the agreements. Assuming that the respective attorneys are faithful to this pledge and the contractual conspiracy is accomplished, it is reasonably foreseeable that the involved attorneys will violate some or all of the ethical rules enumerated above. That is, when the plaintiff and "defendants" appear for trial, the judge and jury are clearly presuming that the

plaintiff and the settling defendant are adversaries on the issues of liability, comparative negligence and damages; and, that the plaintiff is truly seeking a judgment for money damages against both defendants. In order to skillfully and successfully perform the Mary Carter agreement, counsel for the plaintiff and the settling defendant will undoubtedly make misrepresentations to the Court and the jury[2] to maintain this charade and utilize their best oratory skills and strategical decision-making to avoid the consequences of disclosure.[3] In practice, attorneys conceal the existence of the agreement and/or make untrue and misleading statements in open court in order to perform the agreement. This should not be permitted.

Further, the risk of attorneys combining to encourage witnesses to perjure themselves and withhold relevant evidence is massive. When the goal of the settling parties and their counsel is to maximize the plaintiff's recovery against a nonsettling defendant, the temptation to alter, engineer or "bury" testimony which is unfavorable to the plaintiff on the comparative negligence and damage issues will be too great to resist. Further, the plaintiff will often alter his or her testimony on the negligence issue so as to insulate the settling defendant from liability. See

---

[2] For example, following execution of a Mary Carter agreement it would be false for plaintiff's counsel to tell the judge and jury that the lawsuit is "against" the settling defendant.

[3] There is no rule in Florida requiring disclosure of a Mary Carter agreement in the absence of a request. Thus, in practice, a nonsettling defendant may not "catch on" to the setup and request disclosure until after misleading and untrue statements have been made to the judge and jury.

e.g., Ratteree v. Bartlett, 707 P.2d 1063, 1075 (Kan. 1985). The agreeing attorneys are thus impelled to improperly and unfairly influence the jury and pervert the administration of justice by "interpreting" the proof at trial during advocacy so as to make credible admissions against the interest of the nonsettling defendant. E.g., Ward v. Ochoa, 284 So.2d 385, 387 (Fla. 1973); Ponderosa Timber & Clearing Co. v. Emrich, 472 P.2d 358 (Nev. 1970) (settling defendant's lawyer argued that as an attorney who had taken an oath to see that justice was done he was not going to stand in front of the jury and make a fool of himself by arguing that the plaintiff was contributorily negligent); Degan v. Bayman, 200 N.W.2d 134 (S.D. 1972) (settling defendant's lawyer told jury that as an attorney he had a responsibility to be candid and, as such, there was no doubt in his mind that the jury was going to give plaintiff a substantial verdict). This type of abuse should not be tolerated.[4]

The current use and allowance of Mary Carter agreements places the practitioner in an impossible ethical bind. If he or she fails to zealously perform the agreement, the client's rights under the agreement will be prejudiced and an ethical violation will thus occur. However, the more competent and successful the attorney is in performing the agreement, the more likely it is that the Rules

---

[4] One jurist has described Mary Carter agreements as "one of the ugliest and most disreputable sides of law practice today, in the opinion of most trial lawyers. See, Freedman, The Expected Demise of Mary Carter: She Never Was Well!, 633 Ins. L.J. 602 (1975).

of Professional Conduct will be violated![5] The agreements are inherently deceitful. Private arrangements which unavoidably foster this type of conduct and which are plainly inimical to an attorney's oath should be judicially deemed void as against public policy.[6]

2. Mary Carter Agreements corrupt the administration of justice.

Above the heads of judges presiding in Florida trial courts are signs which customarily read: "We who labor here seek only truth." Clearly, this adage incorporates the very purpose of our system of justice. As such, not even a casual observer would ever suggest that public/juror confidence in the system itself is not

[5] To the extent the settling defendant is serving as de facto co-counsel for Plaintiff during trial, conflict of interest issues are implicated. See, Rule 4-1.7, Rules of Professional Conduct. That is, if the settling defendant's attorney is successful in obtaining a large damage award for plaintiff and the Mary Carter agreement is later set aside by the nonsettling defendant because it was not made in good faith, the settling defendant's attorney will be in a compromising ethical position. See, Watson Truck and Supply Co. v. Males, 801 P.2d 639, 643 (N.M. 1990). (A defendant's alignment with plaintiff's interest may violate ethical standards regarding conflicting interests); accord, Lum v. Stinnett, 488 P.2d 347 (Nev. 1971).

[6] Numerous courts and commentators have concluded that Mary Carter type agreements are unenforceable because they promote sharp practices and ethical violations by attorneys, including misrepresentation, lack of candor, unfairness to opposition and impeding the administration of justice. See, Trampe v. Wisconsin Telephone Co., 252 N.W. 675, 678 (Wis. 1934); Lum v. Stinnett, 488 P.2d 639, 643 (N.M. 1990). Indeed, the Arizona State Bar Committee on Rules of Professional Conduct once ruled that a Mary Carter type agreement was unethical. See, Opinion No. 70-18, July 28, 1970; see also, Note, Are Gallagher Covenants Unethical?: An Analysis Under The Code of Professional Responsibility, 19 Ariz. L. Rev. 863 (1977).

vital to assure its very functioning. Mary Carter agreements unavoidably and necessarily erode public confidence in the trial process. If Mary Carter agreements are successfully concealed, jurors walk away from the courthouse having been systematically deceived. In the event the agreement is disclosed at the outset of trial, the jurors will spend the entire trial attempting to ferret out the distorted and confusing motivations, interests and biases of the confederated parties, over and above the conventional adversarial motivations. The third alternative is perhaps the worst. That is, when the agreement "surfaces" in the middle of the trial, the otherwise interested and enthusiastic juror is unwittingly forced to deal with the shocking realization that he or she has been deliberately and systematically deceived from the commencement of the trial by the plaintiff and the settling defendant. Although the juror might attempt to do justice by striking back in anger against the confederates, he or she will not be able to avoid feelings of grave disillusionment and distrust for the judicial system and all of its participants. The public policy considerations militating against Mary Carter agreements are thus obvious. See, Mustang Equipment, Inc. v. Welch, 564 P.2d 895, 899 (Ariz. 1977) (secret settlement agreements encourage wrongdoing and may tend to lessen public confidence in our adversary system).

Petitioner respectfully submits to this Court that the prior judicial efforts to ameliorate the evils engendered by Mary Carter agreements by permitting admission of said agreements into

evidence[7] fall woefully short of the mark. As a practical matter, this Court must realize that many of the agreements will go undiscovered. Further, well before any evidence is presented, the insidious influence of the agreement undoubtedly infects the juror selection process itself when the settling defendant uses preemptory challenges to assist the plaintiff. See e.g., Griener v. Zinker, 573 S.W.2d 884 (Tex. Civ. App. 1978). Finally, admitting the agreement in evidence can actually be a double-edged sword to the extent it conveys a message to the jury that at least one of the defendants felt the plaintiff's claim was meritorious. Thus, the only effective way to eliminate the sinister influence of Mary Carter agreements is to outlaw their use.

3. Mary Carter Agreements Improperly Undermine Florida's Policy to Equitably Apportion Liability on the Basis of Fault.

Through the use of Mary Carter agreements the plaintiff and the settling defendant embark on a campaign to secretly exploit jurors' conventional expectations of our adversarial system in order to artificially load liability and inflated damages on the nonsettling defendant. This intent and practice flies directly in the face of Florida's legislatively expressed policy to modify traditional notions of joint and several tort liability. See, § 768.81, Fla. Stat. (1986).

[7] E.g., Ward v. Ochoa, supra.

Mary Carter agreements effectively frustrate the equitable apportionment of liability in several ways. First, when the plaintiff disingenuously does not "go after" the settling defendant and the settling defendant makes admissions in favor of the plaintiff on the comparative negligence issue, it is more likely that the nonsettling defendant's percentage of fault will equal or exceed that of the claimant. Thus, it is more likely that the nonsettling defendant will become jointly and severally liable for all economic damages assessed in favor of the plaintiff. See, § 768.81(3), Fla. Stat. (1991).

Further, although the legislative modification of the joint and several liability doctrine was unquestionably intended to treat joint tortfeasors in a more equitable fashion, Mary Carter agreements effectively leave nonsettling defendants in a more vulnerable position. That is, prior to the passage of § 768.81, Fla. Stat., a co-defendant who was held jointly and severally liable for all damages assessed in favor of the plaintiff could exercise his or her rights under § 768.31(4), Fla. Stat. to assert a contribution claim against the Mary Carter defendant and contend that the "release" was not given in good faith. E.g., Diaz v. Sears, Roebuck & Co., 475 So.2d 932 (Fla. 3d DCA 1985). By this device, the nonsettling Defendant could attempt to recoup a portion of his or her payment on the judgment. However, with the legislative modification of joint and several liability the nonsettling defendant will be unable to pursue contribution for non-economic damages as he or she will ostensibly only be held

responsible for his or her percentage of non-economic damages under § 768.81(3), Fla. Stat. Of course, as stated above, that percentage (as well as the damage award) will be artificially inflated by the Mary Carter confederates. See, Watson Truck and Supply Co. v. Males, 801 P.2d 639, 644 (N.M. 1990) (the absence of joint and several liability serves only to enhance the attractiveness of Mary Carter agreements).

Thus, for this additional reason Petitioner urges this Court to declare Mary Carter agreements invalid in Florida. Parties should not be permitted to fashion illicit conspiracies which undermine the salutary policy of equitably apportioning damages on the basis of fault.

4. Mary Carter Agreements Do Not Promote Settlement Of Cases.

Not only do Mary Carter agreements inhibit settlement of cases, they actually perpetuate litigation. By their very terms the agreements require the "settling" defendant to remain in the case through trial. E.g., Ward v. Ochoa, supra; Lum v. Stinnett, 488 P.2d 347 (Nev. 1971). Moreover, final settlement of the lawsuit is directly inhibited by the plaintiff's and settling defendant's incentive to maximize their recovery and reimbursement, respectively, as well as by the common feature by which the

settling defendant insists on having a "veto power" over any compromise with the nonsettling defendant.[8]

Further, Mary Carter agreements have a tendency to spawn appellate requests for new trials, as well as subsequent proceedings attacking the agreements as "bad faith" settlements. See, Shelton v. Firestone Tire and Rubber Co., 662 S.W.2d 473 (Ark. 1973); Diaz v. Sears, Roebuck & Co., 475 So.2d 932 (Fla. 3d DCA 1975).

Clearly, Mary Carter agreements cannot be justified or legitimized on the grounds that they further Florida's interest in amicably settling lawsuits. The only way that all parties to a lawsuit can be encouraged to settle their disputes is if they are all required to make a real choice between a final, binding compromise for a sum certain and the risk of a jury's verdict in a legitimate and untainted adversarial proceeding. Florida law adequately addresses the contingencies of true, partial settlements through the use of statutory setoffs, modified joint and several liability and the "empty chair" defense. When parties are permitted to join together, rig the system and thereby eliminate their risk at the expense of a party who plays by the rules, the likelihood of any settlement before trial is drastically reduced, let alone at a fair price. Furthermore, parties should not be rewarded for casting agreements which allow wagering on jury

---

[8] E.g., General Motors Corp. v. Simmons, 558 S.W.2d 855 (Tex. 1977).

verdicts at the expense of a third party.[9] Petitioner urges this Court to extricate Mary Carter agreements from the range of permissible "settlement" options under Florida law.

Based on the foregoing authorities and arguments, Petitioner requests that this Court join the other states and legal commentators[10] who have for many years advanced compelling reasons why Mary Carter agreements should be declared void as against public policy. Quite simply, judicial systems should not tolerate any arrangements, regardless of their form, which by their very nature engender significant evil. Mary Carter agreements gravely and continually insult the integrity of our judicial process. In the state of Florida all litigants are constitutionally entitled to due process of law, justice without sale or denial and a right of trial by jury which is to remain secure and inviolate. See, Article 1, §§ 9, 21 and 22, Florida Constitution. The only way to protect these fundamental rights is to purify the system by declaring void any agreement which is intended to accomplish juror

---

[9] Such wagering by a party who has no interest in Plaintiff's claim constitutes champerty and maintenance according to several jurists and legal commentators. See, Lum v. Stinnett, 488 P.2d 347 (Nev. 1971); see also, Watson Truck and Supply Co. v. Males, 801 P.2d 639 (N.M. 1990) (Wilson, J. concurring specially).

[10] See, Elbaor v. Smith, 1992 WL 353288 (Tex. 1992); Watson Truck & Supply Co. v. Males, 801 P.2d 639, 642 (N.M. 1990); Lum v. Stinnett, 488 P.2d 347 (Nev. 1971); Trampe v. Wisconsin Telephone Co., 252 N.W. 675 (Wis. 1934); Ward v. Ochoa, 284 So.2d 385 (Fla. 1973) (Ervin, J., Concurring); see generally, June F. Entman, Mary Carter Agreements: An Assessment of Attempted Solutions, 38 U.Fla.L.Rev. 521 (1986); John E. Benedict, It's a Mistake to Tolerate the Mary Carter Agreement, 87 Columbia L.Rev. 368 (1987); cf., Cox v. Kelsey-Hayes Co., 594 P.2d 354 (Okla. 1978); Mustang Equipment, Inc. v. Welch, 564 P.2d 895 (Ariz. 1977).

deception and thus effectively adulterate our system of justice.[11] Accordingly, Petitioner requests that this Court declare such agreements void as against public policy in the state of Florida.

WALTON LANTAFF SCHROEDER & CARSON
Attorneys for Petitioners
One Biscayne Tower, 25th Floor
2 South Biscayne Boulevard
Miami, Florida 33131
(305) 379-6411

By_____
JOHN P. JOY
Fla. Bar No.: 327018

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 9th day of March, 1993 to: The Honorable Sid J. White, Clerk of the Supreme Court of Florida, Supreme Court Building, 500 Duval Street, Tallahassee, FL 32399-1927 and copies mailed to all counsel of record listed on the attached service list.

_____
JOHN P. JOY

JPJ/dlc

---

[11] The form and terms of the agreements are limited only by "the ingenuity of counsel and the parties' willingness to sign." See, Maule Industries v. Roundtree, 264 So.2d 445 (Fla. 4th DCA 1972), rev'd on other grounds, 284 So.2d 389 (Fla. 1973).

Patricia Dosdourian, Petitioner
vs.
Richard Paul Carsten, et al., Respondents
Case No. 78,370

SERVICE LIST

Marguerite H. Davis, Esq.
Attorney for American Ins. Assn.
Katz, Kutter, Haigler, Alderman,
Davis, Marks & Rutledge, P.A.
First Florida Bank Building
215 S. Monroe St., Ste. 400
Tallahassee, FL 32301
(904) 224-9634

Larry Alan Klein, Esq.
Klein & Walsh, P.A.
Attorney for Carsten
501 S. Flagler Dr., Ste. 503
West Palm Beach, FL 33401
(407) 659-5455

Louis M. Silver, Esq.
Pariente & Silver
Attorneys for Plaintiff
400 Australian Ave. S.
Suite 855
West Palm Beach, FL 33401
(407) 655-6640

Elliot R. Brooks, Esq.
Attorneys for Demario
350 Australian Ave. S.
Suite 1400
West Palm Beach, FL 33401
(407) 659-2038

William E. Hoey, Esq.
Attorneys for Dosdourian
Vernis & Bowling, P.A.
204 River Plaza
900 S. U.S. Highway 1
Jupiter, FL 33477
(407) 747-2266

John G. Van Laningham, Esq.
Attorney for Appellant
Steel, Hector, Davis, Burns & Middleton
1900 Phillips Point West
777 S. Flagler Dr.
West Palm Beach, FL 33401
(407) 650-7200