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SID J. WHITE
JUL 1 1993
CLERK, SUPREME COURT
By _____
Chief Deputy Clerk

IN THE SUPREME COURT OF FLORIDA

JUDITH SHARON ABRAMSON

Petitioner,

vs. Case No. 81,230

THE FLORIDA PSYCHOLOGICAL ASSOCIATION, ET AL., ETC.

Respondents.
_____/

CAROL SEIDMAN,

Petitioner,

vs. Case No. 81,248

THE FLORIDA PSYCHOLOGICAL ASSOCIATION, ET AL., ETC.,

Respondents.
_____/

REPLY BRIEF AND APPENDIX OF PETITIONER, JUDITH SHARON ABRAMSON

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I.

INTRODUCTION

In this reply brief of petitioner the parties will be referred to as they appear in this Court and, alternatively, by name. The symbols "R" and "RA" will refer to the record on appeal and to the appendix to this reply brief. All emphasis has been supplied by counsel unless indicated to the contrary.

II.

STATEMENT OF THE CASE AND FACTS

The petitioner has received briefs from the respondents (The Florida Psychological Association and Parke Fitzhugh), the Attorney General (by and through Assistant Attorney General, Louis F. Hubener) and from the Florida Chamber of Commerce, Inc. ("Chamber" hereinafter). Each one of the three briefs emphasizes a particular aspect of this case. Not one of the briefs disagrees with the events as related in the petitioner's Statement of the Case and Facts. At best the briefs urge varying legal significance to the undisputed facts. Perhaps most important of all, no one questions that Abramson (and Seidman) passed the required examination and did demonstrate the requisite competence to practice! It is important to emphasize at this juncture this undisputed fact because this undisputed fact is something that none of the arguments (advanced in opposition to the petitioner's contention) address.

Each one of the three briefs does take an "early opportunity" to present argument as to both the issues and the

respective positions and does so under the guise of "explaining" or "clarifying" the facts. Be that as it may, the basic facts remain without dispute and are as found in Abramson's main brief.

At page 4 of the Attorney General's brief it is stated:

> "There is no evidence in the record of this case that the offer of settlement came from the Attorney General or was made at the instigation of the Attorney General. As the letter stated, the Board authorized the settlement."

In response to the above, Abramson first calls this Court's attention to the Chamber's brief--specifically page 5, footnote 6--wherein it is stated:

> "The issue in the case is the same whether it was the Attorney General or the Board itself, as the Attorney General's *amicus* brief insists, who initially conceived the settlement. The Board's minutes of May 10, 1990, do seem to show, however, that Assistant Attorney General Rimes recommended the action. R. 39."

The above is significant for many reasons.

First, the Attorney General's position in this case is unsettling, to say the least. One would think that the various Assistant Attorneys General working throughout the state are acting for, and on behalf of, their disclosed principal. This is especially so where, as here, Section 16.015, Florida Statutes (1989) and Chapter 455.221, Florida Statutes (1991) are applicable. At all times pertinent the subject offer of settlement came from, was offered by and negotiated with Assistant Attorney General John Rimes (A. 1-4; R. 157, Exhibit "F" to the First Amended Complaint).

The Attorney General begs the issue when he suggests that "There is no evidence in the record. . .that the offer of settlement came from the Attorney General." In truth, if the Attorney General wants to now contend that neither he nor his assistants had the authority to make the deal, let him say so. If the Attorney General wants to contend that John Rimes "acted alone", without authority, without color of authority, against direct orders, etc., he certainly has that right. But it is clear no such merits position is advanced in his brief. Argument as to this point is reserved for a more appropriate section of this brief.

The second reason why Abramson called this Court's attention to the Chamber's (footnote) assertion is that she agrees with the Chamber as to the issue and the subject matter involved. As the legislatively appointed attorney for the State's boards, etc., the Attorney General was empowered to offer the settlement. When Assistant Attorney General John Rimes, for and on behalf of his clients, offered settlement to Abramson, said settlement contained the following recognition:

> "If they fail the examination (which would be the present licensure examination), any such plaintiff would have thus shown his lack of competence to meet the standards necessary for licensure, and thus would be precluded from the use of the proscribed terms in their professional activity." (Page 2 of the May 3, 1990 written offer of settlement, Exhibit "F" to the Initial Complaint, R. 157).

In this case the Board had the authority to determine, in its discretion, what would constitute "minimal educational requirements." In this case the Board determined that passage

of the "present licensure examination" would demonstrate competence (to such an extent that there would be no detriment to the public if Abramson were allowed to continue to practice and) to make use of the "proscribed terms." Abramson's passage of the examination must be deemed to equate to the required "minimal educational requirements." At the very least, her passage of the exam established as non-disputed fact that there would be no detriment to the "public interest" if the settlement was respected.

Abramson has come full circle. When one works their way through the statements (of "The Case" and "The Facts") contained in the briefs filed (in opposition), one learns nothing has changed: The determinative facts are as initially represented in Abramson's main brief, to-wit:

A. The settlement was offered by the Department of Professional Regulation and the Board of Psychological Examiners and came through John J. Rimes, III, an Assistant Attorney General of the State of Florida, who made the offer within the course and scope of his authority as an attorney for the Department of Legal Affairs, Office of the Attorney General, State of Florida.

B. The intent of the (settlement) letter, the terms of the letter and the source of the letter all combined to lead Abramson (and the others) to believe that there existed a lawful settlement being offered by the appropriate agencies and boards of the State of Florida.

C. Abramson, through counsel, accepted the settlement.

D. Abramson passed the examination and demonstrated her competence.

E. Neither Abramson nor Seidman will present any detriment to the public health, safety or well-being should they be allowed to practice as licensed psychologists. That was the very foundation for the settlement in the first place!

The petitioner respectfully reserves the right to argue the significance of the above facts and other relevant record facts in the argument portion of this reply brief.

III.

QUESTION PRESENTED

> WHEN IS IT LAWFUL FOR THE ATTORNEY GENERAL OF THE STATE OF FLORIDA, AS THE LEGISLATIVELY APPOINTED COUNSEL FOR A STATE BOARD OR AGENCY, TO SETTLE A LAWSUIT BETWEEN SAID BOARD OR AGENCY AND A PRIVATE INDIVIDUAL UNDER TERMS OR CONDITIONS THAT ARE NOT EXPRESSLY AUTHORIZED BY THE BOARD'S LEGISLATIVE GRANT OF POWER?

A.

THE QUESTION PRESENTED AS VIEWED BY THE ATTORNEY GENERAL

The Attorney General suggests at page 8 of his brief:

> "The certified question was not the issue the parties briefed and argued, nor was it the issue the First District decided. It has no record foundation."

The Attorney General clearly does not want to be here. Then again, neither does Abramson. Abramson would much rather have the Attorney General stand behind the deal he offered and have all of this now be behind her. However, Abramson is here defending her position and the Attorney General is here "ducking

the issue." Abramson was embroiled in litigation and settled her dispute relying upon a settlement offered by Assistant Attorney General John Rimes. Abramson kept her end of the bargain. She passed the test and demonstrated her competence. Now it is clear that not only is Abramson at odds with the respondents but two Assistant Attorneys General are seemingly "at odds" (the author of the brief filed in this Court and John Rimes, who recommended the settlement), and Abramson is again in the middle. Strangely enough, there may even be four Assistant Attorneys General confused over the direction of this litigation if one factors in the counsel who voluntarily chose to "opt out" of the proceedings in the First District Court of Appeal prior to this case being briefed (A. 5, 6).

At page 9 of his brief the Attorney General states:

> "The issue this Court should decide is the same issue decided by the district court of appeal; whether the settlement agreement in the federal action was within the express or implied authority of the Board, notwithstanding petitioners' failure to meet statutory educational requirements."

Abramson does not necessarily disagree--BUT to answer the above question one must again involve the Attorney General who (like it or not) offered the settlement by and through his Assistant. Given these circumstances and the Attorney General's inability (or unwillingness) to stand behind the deal offered, Abramson can think of no better reason why this Court should review the question as certified.

Abramson cannot say the same about what the Chamber proposes!

B.

THE QUESTION PRESENTED AS VIEWED BY THE CHAMBER

There is no issue stated in the Chamber's brief. What is found in the Chamber's brief are some 39 pages of argument which for the most part is truly irrelevant to the limited issue before this Court. The Chamber suggests that unless this Court adopts in this case a rule which allows every litigant [who is potentially affected by litigation involving the State, its boards, agencies, etc.] to share in the decision-making process of "settlement" each and every time said State board or agency is involved, a myriad of horribles will eventually occur. Whatever other concerns may be gleaned from the Chamber's brief one fact stands out. This case involved a settlement! The Chamber's well written and well thought out argument simply does not apply. What could have happened (consent judgment) did not happen. What might (in the future) happen is something this Court should not speculate on.

To the extent that the Chamber airs its concerns over "settlement", Abramson ends her discussion of the "issues presented" and terminates any and all further comments concerning the Chamber's argument with the acknowledgment found at page 14 of the Chamber's brief wherein, after citing to this Court's decision in UTILITIES COMMISSION OF CITY OF NEW SMYRNA BEACH v. FLORIDA PUBLIC SERVICE COMMISSION, 469 So. 2d 731 (Fla. 1985), it states:

". . .the policy favoring settlement of litigation was declared subservient to the Public

> Service Commission's duty to ensure that the settlement proposal 'works no detriment to the public interest.' It manifestly works detriment to the public interest for a Florida agency to suspend the clear effect of a Florida statute in order to preempt a judicial declaration of its constitutionality."

While the Chamber is certainly entitled to its opinion, in expressing same it misses the significance of the legal point involved. In the instant cause it was the position of the State agencies "by and through" the Assistant Attorney General involved, that persons who passed the examination would demonstrate their competence to practice and that such a circumstance would in effect:

". . .work no detriment to the public interest."

The argument advanced by the Chamber is premised upon 20/20 hindsight and suggests an alternative course of conduct that neither the Board nor Assistant Attorney General John Rimes was compelled to follow. It is interesting to note that in the cited cases this Court reiterated that the legal system favors the settlement of disputes by mutual agreement between contending parties. This Court further noted that where a settlement does occur the public need not be benefitted so long as the public suffers no detriment thereby! See: 469 So. 2d at pp. 732 and 733. In the instant cause there has never been any challenge to the undisputed fact that both Abramson and Seidman are qualified and competent to practice as licensed! There exists no detriment to the public interest and, as a consequence, no factual premise for any of the Chamber's concerns.

IV.

REPLY ARGUMENT

IT WAS LAWFUL FOR THE ATTORNEY GENERAL OF THE STATE OF FLORIDA, AS THE LEGISLATIVELY APPOINTED COUNSEL FOR A STATE BOARD OR AGENCY, TO SETTLE A LAWSUIT BETWEEN SAID BOARD OR AGENCY, AND PRIVATE INDIVIDUALS, UNDER TERMS AND CONDITIONS THAT WERE NOT EXPRESSLY AUTHORIZED BY THE COURT'S LEGISLATIVE GRANT OF POWER BUT WHICH WERE INHERENTLY IMPLIED UNDER THE UNIQUE CIRCUMSTANCES PRESENTED HEREIN.

At the outset it must be noted that neither the respondents nor the amicus contend or suggest in any way that (either Seidman or) Abramson would impact adversely on the citizens of this State if allowed to practice consistent with the terms and conditions of the settlement. This is a truly significant and dispositive fact that has remained without challenge. It is also a fact which renders faulty each and every argument raised and conclusion reached by the respondents.

The respondents have broken their argument into three categories. The respondents assert:

> THE BOARD HAS NO LEGAL AUTHORITY TO IGNORE THE MINIMUM EDUCATION REQUIREMENTS IN SECTION 490.005, FLORIDA STATUTES AND TO ALLOW PETITIONERS TO BE LICENSED WITHOUT REGARD TO THEIR EDUCATIONAL QUALIFICATIONS.

In support of the above contention, the respondents argue:

> "By allowing petitioners to be licensed as psychologists <u>without regard to their educational qualifications</u>, the Board abused its power, and disregarded its legal responsibility to enforce the law as clearly delineated by the legislature, <u>to protect the public health, safety and welfare</u>, and to ensure that only qualified persons hold themselves out as licensed psychologists. . . ." (Brief of Respondents at page 7).

The respondents further argue:

> ". . .A settlement agreement is a contract, and as such its construction and enforcement are governed by principles of general contract law (citation omitted). Any contract that in full operation will be injurious to the public welfare is void as against public policy (Citation omitted)." (Brief of Respondents at pages 11 and 12).

The petitioner would suggest to this Court that where, as here, it was determined (by both the Agency involved and its counsel) that settlement under the terms proposed would not be injurious to public health, safety or well-being in that:

> ". . .if they failed the examination (which would be the present licensure examination), any such plaintiff would have thus shown his lack of competence to meet the standards necessary for licensure, and thus would be precluded from the use of the proscribed terms in their professional activities. . .

it cannot be concluded that the settlement was either illegal or without implied authority. As stated in UNITED STATES v. LAZY FC RANCH, 481 F. 2d 985 (9th Cir. 1973):

> ". . . Estoppel is available as a defense against the government if the government's wrongful conduct threatens to work a serious injustice and if the public's interests would not be unduly damaged by the imposition of estoppel." 481 F. 2d at p. 989.

At page 17 of their brief the respondents suggest that this Court not answer the certified question because "it is not germane to this case." The respondents also suggest that the issue is being raised for the first time. Respondents are incorrect all the way around. The "certified question" is this case! That it was rephrased by the District Court for purposes of "certification" is of no moment. There exists no "express prohibition" in any statute or rule against what occurred in this case. At all times pertinent the issue was whether, and

under what circumstances, settlement in this case could have obtained. That the court phrased the issue in the manner that it did does not mean that the issue was never addressed, briefed, argued or considered. More importantly, the argument advanced by the respondents mirrors the argument advanced by the Attorney General and, as a consequence, becomes equally specious. The Attorney General was/is the duly authorized counsel for the subject board and/or agency. The offer of settlement came from the Department of Legal Affairs through the Attorney General's Assistant Attorney General, John Rimes. The offer of settlement was authorized by his clients to be made. Both the Assistant Attorney General and the Board were satisfied that there would be no detriment to the public to effectuate the settlement as offered. Both the Attorney General and the respondents are splitting hairs when they attempt to attack what the District Court of Appeal did in this case by suggesting that the "Attorney General" was not involved but that an Assistant Attorney General was. Even assuming that the argument makes sense (and it does not), the argument overlooks the obvious fact that the offer was indeed offered by an Assistant Attorney General and the impression that was intended to be created upon the citizen who was offered the settlement was that it came from the Department of Legal Affairs, Office of the Attorney General. Given the circumstances involved here, Abramson requests that this Court hold the State to the settlement.

In their brief, at page 21, the respondents conclude by asserting:

> "If the Attorney General and the Board are given the authority to waive the educational requirements in the interest of settling a lawsuit in this case, what would prohibit the Dentistry Board, Medical Board, or the Attorney General from waiving educational requirements in another case wherein that Board's requirements are challenged. Certainly, the Attorney General and the D.P.R. Boards are not afforded such broad and unbridled authority to act in direct contravention of legislative mandates."

The answer to the above is crystal clear. First, there exists in the instant cause no "direct contravention of legislative mandate." Second, <u>if</u> the terms and conditions of the subject settlement were or are <u>expressly prohibited</u> in the Florida Statutes or in the regulations promulgated pursuant thereto, or in the operational rules of the particular board or agency involved, the settlement should not happen. Likewise, if the Attorney General, <u>as counsel for</u> the appropriate board, agency or affected state entity, <u>or if the board</u>, agency or affected state entity <u>itself determined</u> that settlement <u>would endanger public health or well-being</u> <u>OR</u> if it was even contended that licensing or waiver of a particular requirement <u>might</u> endanger the public health or safety, no settlement should stand! <u>However, those are not the facts of this case</u>! In point of fact, the opposite is present here--unchallenged and without dispute--<u>there exists no express prohibition and there exists no detriment to the public well-being</u>!

In this case the Board had the authority to determine, in its discretion, what would constitute "minimal educational

requirements." In this case the Board determined that passage of the "present licensure examination" would demonstrate competence to such an extent that there would be no detriment to the public if those persons who passed the examination were allowed to continue to practice and to make use of the "proscribed terms." There exists no merit to the arguments advanced by the respondents and the Attorney General.

Whether one analyzes the subject issue in terms of "authority to settle", or whether one analyzes this case under the theory of "estoppel", there is a common theme. Where, as here, the State Legislature enacted legislation the effect of which was to create independent and autonomous agencies, each capable of suing and being sued, it cannot be concluded that either was not "sovereignly empowered" to resolve or compromise claims which arose from the very legislation which created the agencies at risk. If the power, authority and jurisdiction to settle or compromise litigation arises impliedly from an administrative tribunal's ability to sue and to be sued, there can be no question here that the lower courts were in error. The "authority to settle" will be refused and the doctrine of "estoppel" will not be judicially applied <u>where it can be determined that the settlement will operate to the detriment of the public</u>! Because no such concerns are present here, the settlement entered into between the petitioners and the appropriate State Board and/or agencies should be approved by this Court.

V.

CONCLUSION

Based upon the foregoing reasons and citations of authority, as well as the arguments advanced in the petitioner's main brief, Judith Sharon Abramson respectfully requests that this Court quash the opinion of the District Court of Appeal, First District, with directions to that court to enter judgment for Abramson (and Seidman) and to recognize the validity and integrity of the compromise reached.

Respectfully submitted,

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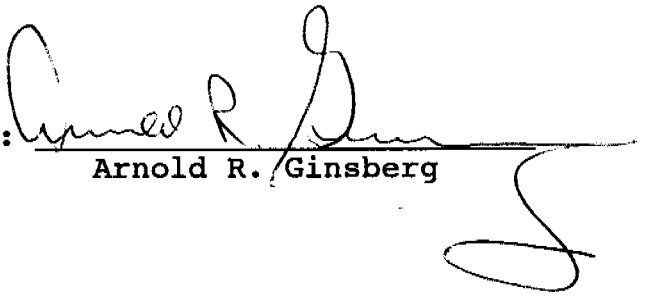
BY: 
Arnold R. Ginsberg

VI.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Reply Brief and Appendix of Petitioner, Judith Sharon Abramson, was served, by U.S. mail, this 29th day of June, 1993 on the following counsel of record:

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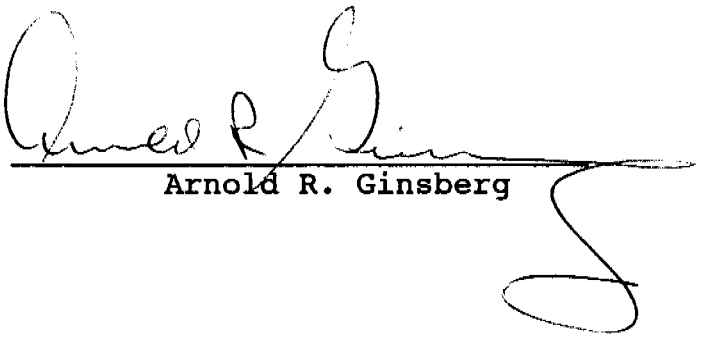

Arnold R. Ginsberg

APPENDIX

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DEPARTMENT OF LEGAL AFFAIRS

THE CAPITOL

TALLAHASSEE, FLORIDA 32399-1050

ROBERT A. BUTTERWORTH
Attorney General
State of Florida

May 3, 1990

Tyrie A. Boyer
200 E. Forsyth Street
Jacksonville, Florida 32202

RE: Judith Abramson, et al., v. Larry Gonzalez, et al.,
Case No. 81-735-CIV-ORL

Dear Judge Boyer:

On behalf of my clients, the Department of Professional Regulation, Board of Psychological Examiners and the Board of Clinical Social Work, Marriage and Family Therapy, and Mental Health Counseling, I have been authorized to make an offer of settlement in the the above styled cause. The offer as set forth below is conditioned upon its acceptance prior to the trial, but will remain open pending the Court's determination of whether or not those individual Plaintiffs who have failed to answer the Request for Admissions propounded by this office on February 28, 1990 will be dismissed from this cause as having effectively admitted (by not responding to the Request for Admissions) that those Plaintiffs have no legitimate basis for arguing that they are entitled in any way to licensure by exception or grandfather as a result of the enactment of Chapter 81-235, Laws of Florida on July 1, 1982.

It is my understanding, based upon the information we have received from your office, that there are some twenty-two (22) Plaintiffs who have responded to the Request for Admissions, and it is to these Plaintiffs as well as the FPPA, that this offer of settlement is directed.

The offer I have been authorized to extend is that the twenty-two (22) Plaintiffs (as described above) and the Defendants shall enter into a consent judgment under the following terms and conditions:

(1) That any of the twenty-two (22) Plaintiffs (as described above) who can show that his or her qualifications were equivalent to those necessary for certification under the written standards of the FPA or FAPP in 1981 will be licensed by the Board of Psychological Examiners without examination. The Board of Psychological Examiners will review the standards necessary

EXHIBIT "F" (A.1)

for certification by the FPA or FAPP, and determine if any of the Plaintiffs (as described above) evidence education and experiential qualifications by March 31, 1982, which were equivalent to those required for certification by the two private associations. If the Board determines that any of the Plaintiffs were equivalent, they would then be licensed as psychologists. If the Board determines that they were not equivalent, then they will be given Chapter 120.57 rights to contest such a determination and offered a hearing before the Division of Administrative Hearings to prove such a claim of equivalency as well as any and all of the appellate rights pertaining thereto. During the Board review and administrative process, the Plaintiffs will be permitted to practice until a final order (after Chapter 120 review, as applicable) has been entered by the Board of Psychological Examiners. Since the Board of Psychological Examiners gave "grandfather" candidates until March 31, 1982 (an extension of 90 days from the January 1, 1982 effective date of Chapter 81-235, Laws of Florida) it appears appropriate to give each of the Plaintiffs seeking to take advantage of this option 90 days in which to request a Board determination of equivalency to FPA and FAPP written standards for certification as required in 1981.

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(2) Should any of the Plaintiffs determine that, in their opinion, they would not meet FPA or FAPP written certification requirements, or be equivalent thereto, those who were, in fact, practicing using any of the terms regulated by Chapters 490 or 491 between July 1, 1979 and continuously up to and including January 1, 1982 will be given an opportunity to sit for the psychology or related professional examination. This opportunity will be extended to any of the Plaintiffs, described above, on a one time basis, and should any of the Plaintiffs pass the examination, they will be licensed as either a psychologist or a related professional. If they failed the examination (which would be the present licensure examination) any such Plaintiff would have thus shown his lack of competence to meet the standards necessary for licensure, and thus would be precluded from the use of the proscribed terms in their professional activities.

(3) The parties will bear their own attorneys fees and costs as regards to this litigation in the U. S. District Court.

In all fairness, I believe this is a reasonable offer of settlement to those Plaintiffs who are still asserting that in fact they were practicing as psychologists or as related professionals prior to January 1, 1982. It is my opinion that, quite honestly, it is highly unlikely that the Plaintiffs will show that they are entitled to be licensed, especially as psychologists, by exception, without any examination. The offer

of the first alternative set forth above, would allow the FPPA through its members to prove through Chapter 120 proceedings what it has consistently asserted i.e., that its certificate holders are equivalent to FPA and FAPP. I do not believe that the U.S. District Court, even if Plaintiffs prevail, would offer licensure without examination, or would overturn the decision by the Florida Legislature to accept the certification of the FPA and FAPP as appropriate certifying bodies. Thus, the offer of Chapter 120 proceedings, even if your clients are concerned about the Board's discretion, provides an impartial forum whereby all of the Plaintiffs described above can argue the merits of their individual educational and experiential qualifications vis a vis those required of FPA and FAPP certificate holders.

While it is possible that the Court may order that these Plaintiffs (described above) should be allowed to take an examination in order to show their competence, I believe there are significant weakness to even that possibility since, this is a regulation of an already regulated profession. Further, the period of time it was legal to practice as a psychologist without regulation in this state was limited to a period of 2½ years and it is reasonable that any psychologist entering into this state or beginning professional activities during that "window" should have realized that regulation, if and when it occurred again, would have as a minimum the same education and experiential requirements as those required under the old Chapter 490 repealed in 1979. All of these matters could easily lead the Court to believe that classical "grandfathering" was not required in the re-regulation of psychology in 1981.

Of course, our position on the one time offer to sit for the examination is based upon the fact that these applicants, by definition, will not have to meet the mandated statutory educational and experiential requirements, and thus it cannot be expected that they will continue to sit for an examination, if they fail it the first time. This offer will give them a one time chance to show their competency.

In short, I do believe that by giving the twenty-two (22) Plaintiffs, as described above, an opportunity either to sit for an examination or to show the equivalency of their education and experience to that required of individuals certified by FPA or FAPP as well as offering Chapter 120 rights, that we are offering significantly more than is likely to be ordered by the Court, even if you prevail. As such therefore, I believe that it is a fair trade off that each party should bear its own fees and costs, especially in light of the fact that the largest portion of this litigation involved issues which have been or most likely will be decided in favor of Defendants and thus, will not be compensable as attorney fees.

As I have noted above, this offer will remain open until we have begun trial, and/or the issue of the Plaintiffs who have not

responded to the Request for Admissions is resolved, which as we both know may happen any time between May 10th and sometime in June.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

John J. Rimes, III
Assistant Attorney General

cc: Charles F. Tunnicliff, Esquire
Linda Biedermann

JR/ds

wp/BoyerT

(A.4)

5140

IN THE DISTRICT COURT OF
APPEAL FIRST DISTRICT,
STATE OF FLORIDA

THE STATE OF FLORIDA, DEPARTMENT OF PROFESSIONAL REGULATION; LARRY GONZALEZ, in his official capacity as SECRETARY OF THE DEPARTMENT OF PROFESSIONAL REGULATION; THE BOARD OF PSYCHOLOGICAL EXAMINERS OF THE STATE OF FLORIDA; JUDITH SHARON ABRAMSON; ADELE T. STILLMAN; CHARLES MICHAEL GERARDI; and CAROL SEIDMAN,

Appellant,

vs.

THE FLORIDA PSYCHOLOGICAL ASSOCIATION; and PARKE FITZHUGH; individually,

Appellee.

_____/

30'91

Thomas J. [illegible]

CASE NO.: 90-4077
DOCKET NOS: 91-870, 91-871
91-872
FLA. BAR NO.: 263389

NOTICE OF VOLUNTARY DISMISSAL

NOTICE IS HEREBY GIVEN that the State of Florida, Department of Professional Regulation; Larry Gonzalez, in his official capacity as Secretary of the Department of Regulation; and the Board of Psychological Examiners of the State of Florida,

Appellants above named, hereby enter this Notice of Voluntary Dismissal as regards their participation in the above referenced case.

This action does not affect the appeal as regards the private appellants Judith Sharon Abramson, Adele T. Stillman, Charles Michael Gerardi, and Carol Seidman.

Respectfully submitted,

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