IN THE SUPREME COURT OF FLORIDA

CASE NO. 87,057

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KIRK A. WOODSON,

Petitioner,

-vs.-

WILMA MARTIN, ET AL.,

Respondent.

ON PETITION FOR DISCRETIONARY REVIEW FROM THE DISTRICT COURT OF APPEAL, SECOND DISTRICT OF FLORIDA

AMICUS CURIAE BRIEF

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STATEMENT OF INTEREST OF AMICUS

The Academy of Florida Trial Lawyers is a large voluntary statewide association of trial lawyers specializing in litigation in all areas of the law, including all types of tort litigation. The lawyer members of the Academy are pledged to the preservation of the American legal system, the protection of individual rights and liberties, the evolution of the common law, and the right of access to courts.

The Academy has been involved as amicus curiae in cases in the Florida appellate courts and Supreme Court involving all aspects of the tort system. The Academy appears here to present a perspective other than that offered by the parties on important issues whose resolution will have widespread effects upon victims of actionable misrepresentations in commercial transactions.

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STATEMENT OF THE CASE AND OF THE FACTS

This is a proceeding for discretionary review of the question certified by the en banc Second DCA whether a buyer of residential property is prevented by the economic loss rule from recovering damages for fraud in the inducement against the real estate agent representing the sellers. See, Woodson v. Martin, 633 So. 2d 1327 (Fla. 2d DCA 1995). The Second District stated the pertinent facts as follows:

> The appellant bought an expensive home which he alleged was represented to him by the appellees as almost new. The appellant asserted that the appellees were guilty of a number of misrepresentations and that he acted on those misrepresentations in deciding to buy the house. When the appellant and his wife moved into the house, they discovered numerous serious defects.

663 So. 2d at 1327. The Plaintiff/Petitioner filed a four count complaint against the real estate agents and the sellers of the house, including a count that "alleged fraud in the inducement against the Appellees [Respondents herein]" 663 So. 2d at 1327-28. The trial court granted the real estate agents' Motion for Summary Judgment on the fraud claim based on the economic loss theory as described by this Court in Casa Clara Condominium Ass'n v. Charley Toppino & Sons, Inc., 620 So. 2d 1244 (Fla. 1993). 663 So. 2d at 1328. The en banc Second District affirmed the Summary Judgment holding as follows:

> We believe that the nature of the damages suffered determines whether the economic loss rule bars recovery

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based on tort theories. If the damages sought are economic losses only, the party seeking recovery for those damages must proceed on contract theories of liability. Economic losses are property damage which results in loss of the benefit bargained for. The _only_ damages suffered by the appellant were damages to the house. Thus, this situation comes squarely within the economic loss rule as stated by the Florida Supreme Court in _Casa Clara_ and in _Airport Rent-A-Car_.

_Id_. At 1329 (emphasis in original). This proceeding ensued.

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SUMMARY OF THE ARGUMENT

This Court has already adopted section 552, Restatement of Torts (Second) (1976) as the liability standard for actionable misrepresentations.[1] The Academy submits that the economic loss rule should not be applied to preclude section 552 recovery, and section 552 should supply the rule of decision in the instant case and the companion cases before this Court involving the same issue for several separate and independent reasons. First, the carefully proscribed circumstances for liability under section 552 address the primary concern underlying the economic loss rule — limitation on a defendant's liability for economic losses. Second, application of section 552 preserves historic commercial tort causes of action. Third, where a plaintiff has not been able to fairly negotiate the contract because of misrepresentations concerning the subject matter, it would be unconscionable to limit him to his contractual remedies. Thus, a fundamental premise on which the economic loss rule is based does not exist in these situations and the rule should not be applied to bar recovery in tort.

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[1] First Florida Bank, N.A. v. Max Mitchell & Co., 558 So.2d 9 (Fla. 1990).

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ARGUMENT

THE ECONOMIC LOSS RULE SHOULD NOT PRECLUDE RECOVERY FOR INTENTIONAL FRAUD OR NEGLIGENT MISREPRESENTATIONS ACTIONABLE UNDER RESTATEMENT OF TORTS SECTION 552

A. Introduction:

The Academy anticipates that the parties' arguments in large part will focus on the question whether the economic loss rule should apply to bar actions for economic losses caused by intentional torts such as common law fraud, or should be restricted to negligence and strict liability claims. The Academy perceives that there is another issue involved in this case (and in some of the other cases now before this Court) that should be addressed, which issue can provide a different framework for resolving questions about the reach of the economic loss rule's spread into our jurisprudence. That issue is whether the economic loss rule should be held inapplicable in misrepresentation cases actionable under the standards delineated in Restatement (Second) of Torts § 552, even in cases not involving intentional fraud. The Academy submits that all such actionable misrepresentation cases should be excluded from the rule, because the underpinnings of the economic loss doctrine--that permitting recovery for pure economic loss in tort would expose a defendant to unlimited liability to unknown plaintiffs and that protective contractual remedies may be negotiated in first party relationships--are not present where the

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torts of misrepresentation (fraudulent or negligent) are involved.

Before addressing the specific subject at hand, the Academy notes that its hope in appearing in this case was to offer this Court a proposal for a comprehensive treatment of the economic loss rule to guide the lower courts in all kinds of cases. That hope has faded upon these writers' recognition of the magnitude of the issues and the diversity of the policy considerations involved in the many kinds of cases where the economic loss rule is invoked.

This reassessment of the mission of this brief is shared with the Court in the hopes of persuading the Court to limit its treatment of the topic to the two major issues actually present here (the intentional/negligent distinction expected to be argued by the parties and the tortious misrepresentation exception to the rule herein offered by the Academy). We offer the following realistic acceptance of human limitations directly applicable to the question of the scope of this endeavor:

> I recommend that we abandon any attempt to formulate a general theory for the problem of tort law and economic loss: for the problem is multiform rather than unitary in character. Unfair competition differs from fraud, which in turn differs from negligent misrepresentation, which in turn differs from the negligent polluting of public fishing waters, which in turn differs from the lawyer's malpractice liability to his client (let alone to a range of third parties), which in turn differs from the destruction of buildings by fire, which in turn differs from compensating plaintiffs for lost income in personal injury suits.

Gary T. Schwartz, Economic Loss in American Tort Law: The Examples of J'aire And Products Liability, THE LAW OF TORT, POLICIES AND

TRENDS IN LIABILITY FOR DAMAGE TO PROPERTY AND ECONOMIC LOSS 83 (Michael Furmston, ed. 1986).

B. Historical Development of the Economic Loss Rule:

The rule that purely economic loss may not be recovered in tort absent personal injury or property damage is new to most of the lawyers in practice and judges on the bench right now, but it is not a new concept historically. It is a partial return to (and refinement of) an ancient principle that required privity for recovery even in tort actions. In 1842, the Court of the Exchequer recognized the privity requirement in tort actions in a negligence case brought by an injured mail coach driver against a defendant who had contracted with the Postmaster General to repair mail coaches, holding that permitting a claim by a party not in privity would lead to "the most absurd and outrageous consequences, to which I can see no limit." Winterbottom v. Wright, 152 Eng. Rep. 402, 405 (1842).

The privity requirement, of course, existed in tort cases that involved claims of only economic loss, as well as personal injury and property damage cases. Thus, there was a principle of law that precluded recovery in tort for solely economic losses that was in effect well prior to the cases of the 1980's coining the phrase "economic loss rule." The epitome of such cases involving economic loss is Ultramares Corp. v. Touche, 255 N.Y. 170, 174 N.E. 441 (1931), in which Justice Cardozo expressed the fears of unlimited exposure to tort claims as follows:

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> If liability for negligence exists, a thoughtless slip or blunder, the failure to detect a theft or forgery . . . may expose accountants to a liability for an indeterminate amount for an indeterminate time to an indeterminate class. The hazards of a business conducted on these terms are so extreme as to enkindle doubt whether a flaw may not exist in the implication of a duty that exposes to these consequences.

255 N.Y. at 179-80, 174 N.E. at 444.

Somewhat ironically, twenty years before his decision in Ultramares expressing the fear of the floodgates being opened by permitting recovery in tort of economic losses, "[t]he erosion of the privity defense to negligence actions began with Justice Cardozo's decision in MacPherson v. Buick Motor Co.,[2] permitting a plaintiff who had suffered personal injury to bring a negligence claim against the manufacturer of defective car wheel." Michael D. Lieder, Constructing a New Action for Negligent Infliction of Economic Loss: Building on Cardozo and Coase, 66 WASH. L. REV. 937, 943 (1991).

After MacPherson, the privity defense to tort cases of all kinds slowly eroded into seeming nonexistence, being wholly replaced in cases involving personal injury and property damage by the concept of foreseeability as a limit upon tortfeasors' duty. See, e.g., West v. Caterpillar Tractor Co., 336 So. 2d 80 (Fla. 1976)(rejecting "user or consumer" limitation to strict liability remedy). The differing values we put on the need to protect against physical harm have caused the law to accept the need to

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[2] 217 N.Y. 382, 111 N.E. 1050 (1916).

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impose tort duties upon each other limited only by the notion of foreseeability. "We are no longer repelled by the notion of widespread recovery for the consequences of negligent conduct threatening personal injury." Robert L. Rabin, Characterization, Context and the Problem of Economic Loss in American Tort Law, ch. 2 *in* THE LAW OF TORT, POLICIES AND TRENDS IN LIABILITY FOR DAMAGE TO PROPERTY AND ECONOMIC LOSS 25, 34 (Michael Furmston, ed. 1986)(hereinafter "PROBLEM OF ECONOMIC LOSS IN AMERICAN TORT LAW")(emphasis in original).

On the other hand, in cases involving only economic loss, the privity defense did not ever wholly yield to the imposition of a duty limited only by foreseeability. Instead, economic losses became recoverable in tort by limited classes of especially-foreseeable plaintiffs whose status was on the order of intended beneficiaries of the acts being taken by the Defendant. See, e.g., A.R. Moyer, Inc. v. Graham, 285 So. 2d 397 (Fla. 1973)(recognizing right of general contractor to recover in tort against architect or engineer on building project); First American Title Ins. Co. v. First Title Service Co., 457 So. 2d 467 (Fla. 1984)(abstractor's liability for negligence to property purchaser not in privity). Angel, Cohen & Rogovin v. Oberon Inv., 512 So. 2d 192 (Fla. 1987)(lawyers' liability for negligent will-drafting limited to known intended beneficiaries of will).

Illustrating the fact that foreseeability never wholly replaced privity in cases involving negligent provision of professional services that causes economic harm is a good general

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statement of the limits to which tort duties extended in such cases prior to the adoption of the modern economic loss rule:

> When the intended beneficiary (the plaintiff-victim, as it turns out) is "directly" harmed--a locution indicating the plaintiff was one of a small class, at most, particularly intended to benefit from the defendant's activity--then recovery is granted. On the other hand, if the plaintiff is one of a general category of potential beneficiaries, such as investors or lenders who might rely on an accountant's audit statement, recovery is typically denied. Note, once again, that foreseeability--if it retains its commonly understood meaning--is useless as a touchstone to liability here: every accounting firm knows that lenders and investors will rely heavily on its audit statement.

PROBLEM OF ECONOMIC LOSS IN AMERICAN TORT LAW, supra, at 33.

Fertilized by the rich tradition of limiting recovery of economic loss to those either in direct privity with the Defendant and those close enough to have been expressly intended to benefit from the Defendant's actions, the seed of the modern economic loss rule was planted with the suggestion that those in that class of potential plaintiffs were close enough to the defendant to bargain for a remedy in contract, weeding out the need for a remedy in tort at all. That seed blossomed in the field of product liability, led by the first bloom of Justice Traynor's dictum in Seely v. White Motor Co., 63 Cal. 2d 9, 45 Cal. Rptr. 17, 403 P.2d 145 (Cal. 1965).

In Seely, the Plaintiff sued the seller of a defective truck for damages under a breach of express warranty theory. The Court permitted the Plaintiff to recover on his express warranty claim, rejecting the proposition that the product defect field had been

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superseded by the doctrine of strict liability, and noting gratuitously that "[i]n actions for negligence, a manufacturer's liability is limited to damages for physical injuries and there is no recovery for economic loss alone." 403 P.2d at 151.

The United States Supreme Court nurtured the budding doctrine in East River Steamship Corp. v. Transamerica Delaval, Inc., 476 U.S. 858, 106 S. Ct. 2295, 90 L. Ed. 2d 865 (1986). In the East River decision, the Supreme Court contrasted the public policy reasons for extending tort liability where personal injury or damage to other property occurs from defective products with the public policy underlying limiting manufacturers' liability for strictly economic loss:

> The tort concern with safety is reduced when an injury is only to the product itself. When a person is injured, the "cost of an injury and the loss of time or health may be an overwhelming misfortune," and one that the person is not prepared to meet. . . . In contrast, when a product injures itself, the commercial user stands to lose the value of the product, risks the displeasure of its customers who find the product does not meet their needs, or, as in this case, experiences increased cost in performing a service. Losses like these can be insured. . . . Society need not presume that a customer needs special protection. The increased cost to the public that would result from holding a manufacturer liable in tort for injury to the product itself is not justified.
>
> Damage to a product itself is most naturally understood as a warranty claim. Such damage means simply that the product has not met the customer's expectations, or, in other words, that the customer has received "insufficient product value." . . .
>
> Contract law, and the law of warranty in particular, is well suited to commercial controversies of the sort involved in this case because the parties may set the terms of their own agreements.

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476 U.S. at 871-72, 106 S. Ct. at 2302.

A fundamental basis for the Supreme Court's reasoning in East River is its observation that the minority view (which rejects the economic loss rule in product cases) "fails to account for the need to keep products liability and contract law in separate spheres and to maintain a realistic limitation on damages." Id. (emphasis added).

This Court adopted the East River reasoning in Florida Power & Light Co. v. Westinghouse Electric Corp., 510 So. 2d 899 (Fla. 1987), and applied the economic loss rule to preclude recovery in tort where a defective product caused no personal injury or damage to other property. Recognizing that the roots of the rule have grown from the principles that narrowly limit the extent of a defendant's exposure to liability absent personal injury or property damage, the Court stated that the doctrine "is not a new principle of law in Florida," and noted: "In fact, the economic loss rule has a long, historic basis originating with the privity doctrine, which precluded recovery of economic losses outside a contractual setting." Id. at 902.

C. Public Policy Underlying Modern Economic Loss Rule:

The Academy submits that a one-sentence summary of the policy underlying the modern economic loss rule is as follows: Allocating liability for purely economic damage usually should be relegated to the law of contract, because personal injuries and property damage

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are types of damage that society through its tort laws needs to guard against--notwithstanding the failure of a plaintiff to bargain for such liability--whereas the risk of only economic damages can be left to the parties to allocate between themselves (where there is privity and a concomitant opportunity to negotiate a remedy for economic loss) or ignored in the law altogether (where privity is absent and there is no contractual basis to fashion any remedy) because it is not fair to expose defendants to virtually limitless economic damages under the ill-defined limit of foreseeability. In other words, plaintiffs in the most foreseeable cases involving economic loss (where there is privity) can protect themselves with their contracts, while defendants will be protected from widespread liability for damages of lesser social-importance.

Thus, the modern economic loss doctrine is based upon the same principle which was beneath the requirement of privity in all tort cases long ago. As stated by the United States Supreme Court in East River: "Permitting recovery for all foreseeable claims for purely economic loss could make a manufacturer liable for vast sums. It would be difficult for a manufacturer to take into account the expectations of persons downstream who may encounter its product." 476 U.S. at 874, 106 S. Ct. at 2304.

As will be shown, the public policy considerations underlying the doctrine are not met by application of the economic loss rule to actionable misrepresentation cases.

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D. Allowing Recovery in Tort Pursuant to the Standards of Restatement § 552 for Damages Caused by Misrepresentation Sufficiently Balances the Scope of Defendants' Potential Liability with the Inability of Plaintiffs to Contract for Recovery of Such Damages:

As Justice Altenbernd pointed out in his dissent in Woodson, the tort of misrepresentation — which always results in solely economic damages — has existed for centuries. 663 So.2d at 1330. Yet, application of the economic loss rule as the Woodson majority did effectively eliminates a cause of action for either intentional or negligent misrepresentation in Florida. Id. at 1331. This extreme result was never the intent behind the economic loss rule, as the history of the rule detailed above indicates, nor is it a necessary result in order to maintain the viability of the rule. The Academy submits that the limitation-of-liability concerns underlying the economic loss rule can be fully met, while at the same time preserving centuries-old tort causes of action, by application of the liability standard for actionable misrepresentations set forth in section 552, Restatement (Second) of Torts (1976).

Section 552 provides in pertinent part:

> Information Negligently Supplied for the Guidance of Others
> (1) One who, in the course of his business, profession or employment, or in any other transaction in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information.
> (2) Except as stated in Subsection (3), the liability stated in Subsection (1) is limited to loss suffered

(a) by the person or one of a limited group of persons for whose benefit and guidance he intends to supply the information or knows that the recipient intends to supply it; and
(b) through reliance upon it in a transaction that he intends the information to influence or knows that the recipient so intends or in a substantially similar transaction.

This Court, in First Florida Bank, N.A. v. Max Mitchell, 558 So.2d 9 (Fla. 1990), adopted section 552 as the standard to determine whether an accountant who negligently prepared financial statements should be liable in tort for the losses suffered by a bank that relied on those inaccurate financial statements in deciding to make a loan to the accountant's client. Max Mitchell did not address the interplay between the economic loss rule and the imposition of tort liability for actionable misrepresentations; however, the reasons discussed in Max Mitchell for this Court's adoption of section 552 reflect the same concern as that underlying the economic loss rule — avoidance of the imposition of unlimited liability on a defendant for economic losses. Since this Court has found that section 552 adequately addresses this concern, the economic loss rule should not preclude recovery in a misrepresentation claim.

This Court's analysis in Max Mitchell began with a review of the history of the privity requirement. While noting that Justice Cardozo found it appropriate to dispense with the privity requirement in Glanzer v. Shepard, 233 N.Y. 236 135 N.E. 275 (1922), thereby holding a public weigher liable to a buyer of beans for the amount the buyer overpaid in reliance on the weigher's

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erroneous certificate of weight, this Court also recognized the concerns later expressed by Justice Cardozo in Ultramares Corp. v. Touche, supra, that imposing negligence liability without privity may expose defendants "to a liability in an indeterminant amount for an indeterminant time to an indeterminant class." 558 So.2d at 11, quoting 174 N.E. at 444.

After reviewing various alternative holdings from other jurisdictions and from intermediate Florida appellate courts, this Court ultimately decided to adopt section 552 of the Restatement of Torts (Second) (1976) as determinative of the defendant accountant's tort liability, describing the limited tort liability imposed by section 552 as "a middle ground between the restrictive Ultramares approach" — no liability without privity — and exposing the defendant to liability to all foreseeable third parties who might rely on the defendant's negligent representations. Instead, section 552 imposes liability *only* where the negligent defendant knows and intends that third parties will rely on his opinion or knows that his client intends others to so rely. For example, in Max Mitchell, the accountant had personally delivered the inaccurate financial statements to a bank to induce the bank to loan money to his client, and then negotiated the loan with the bank. Accordingly, the accountant "in the course of his...profession" both supplied "false information for the guidance of others in their business transactions" and knew and intended that the recipient rely upon that information.

In sum, while Max Mitchell did not discuss the role of

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the economic loss rule in a misrepresentation claim, it did discuss the limited-liability concern underlying the rule and found that section 552 adequately addresses that concern. Thus, Max Mitchell supports the Academy's position that section 552 provides the appropriate standard for actionable misrepresentation liability, and the economic loss rule should not and need not preclude such a claim.

Further support for the Academy's position is found in the decisions of a number of courts in other jurisdictions that have addressed the issue of whether the economic loss rule precludes section 552 recovery, and concluded that it does not. See, e.g., Moorman Mfg. Co. v. National Tank Co., 435 N.E.2d 443 (Ill. 1982); McCarthy, Lebit v. First Union Management, Inc., 622 N.E.2d 1093 (Ohio App. Ct. 1993)(collecting nationwide cases); and Guardian Construction Co. v. Tetra Tech Richardson, Inc., 583 A.2d 1378 (Del. Super. Ct. 1990).

Following Max Mitchell, the Florida District Courts of Appeal applied section 552 to determine the tort liability of engineers, architects, and real estate appraisers. See Bay Garden Manor Condominium Ass'n Inc. v. James D. Marks Assoc's, Inc., 576 So.2d 744 (Fla. 3d DCA 1991); McElvy, Jennewein, Stefany, Howard, Inc. v. Arlington Elec., Inc., 582 So.2d 47 (Fla. 2d DCA), cause dismissed, 587 So.2d 1327 (Fla. 1991); First State Savings Bank v. Albright & Assoc's, 561 So.2d 1326 (Fla. 5th DCA), review denied, 576 So.2d 284 (Fla. 1990), disapproved in part on other grounds, Garden v. Frier, 602 So.2d 1273 (Fla. 1992).

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However, two recent Third District decisions, Palau International Traders v. Narcam Aircraft, Inc., 653 So.2d at 412 (Fla. 3d DCA 1995) and Florida Building Inspection Services, Inc. v. Arnold Corp., 660 So.2d 730 (Fla. 3d DCA 1995), have held, for differing reasons, that the economic loss rule barred a section 552 claim. These decisions therefore raise issues that this Court should address in defining the scope of section 552 liability.

In Palau, the Third District found that an airplane mechanic who negligently performed a plane inspection, "was not in the business of supplying information for the guidance of others as contemplated by section 552 of the Restatement of Torts." 653 So. 2d at 418. Judge Cope's concurring opinion disagreed with this analysis, pointing out that section 552 imposes liability not just on one who supplies false information in the course of his business, profession, or employment, but also one who provides such information "in any other transaction in which he has a pecuniary interest." Id. at 418-419. Further, Judge Cope pointed out, an illustration to section 552 indicates that a mechanic who negligently supplied false information for the guidance of the buyer would incur liability. Id. at 419.

In FBIS, the court found that a building inspection company avoided liability to a lessee for a negligently prepared inspection report because the report was not intended for the benefit of the lessee, but only for the lessor's benefit. A concurring opinion by Judge Nesbitt, joined by Judge Cope, criticized the majority's opinion as "misleading and. . .going to

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confuse the bar about the application of section 552." 660 So. 2d at 733-34. Judge Nesbitt found it "obvious" that the lessee was the known and intended entity for which the inspection was prepared, because it was the lessee who had insisted that the roof be watertight, and in response the lessor had ordered the inspection.

The Academy submits that the concurring opinions in both Palau and FBIS are better-reasoned than the majority opinions and represent the appropriate interpretation of section 552 liability. The Academy urges this Court to adopt the analysis in these concurring opinions in determining the scope of section 552 liability.

A final reason that the economic loss rule should not apply to bar section 552 liability is that a fundamental premise of the rule — that the parties to a contract have had an opportunity to freely negotiate contractual rights and remedies and should be held to the bargain they have made — simply does not exist where one party negotiates the contract handicapped by a misrepresentation. It is hornbook law that formation of a contract requires a meeting of the minds. Hettenbaugh v. Keyes-Ozon-Fincher Ins., Inc., 147 So.2d 328 (Fla. 3d DCA 1962); Goff v. Indian Lake Estates, Inc., 178 So.2d 910 (Fla. 2d DCA 1965). There can be no meeting of the minds, however, if one party to the contract is misled by misrepresentations concerning the subject of that contract. That is why the law allows a party induced to enter a contract by fraud or misrepresentation to seek rescission of the

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contract. See, e.g., Lance Holding Co. v. Ashe, 553 So.2d 929 (Fla. 5th DCA 1988)(attorney's material misrepresentation of concealment of his suspension from the practice of law justified rescission of the attorney's employment contract). Thus, the presumption that a party can negotiate adequate contractual remedies does not apply in the case of misrepresentation and does not support application of the economic loss rule to limit the damaged party to his contract remedies.

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CONCLUSION

The Academy urges this Court to apply the liability standard of section 552, Restatement of Torts (Second) (1976) to determine the actionable misrepresentation claims in this case. Section 552 provides a sound basis for this determination because it has already been adopted by this Court and therefore promotes predictability. Further, section 552 addresses the limited liability concerns underlying the economic loss rule and therefore supports the continued viability of the rule, while nevertheless allowing damaged parties to recover under certain well-defined circumstances.

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a correct copy of the foregoing has been furnished by U.S. Mail to: Lisa Berlow-Lehner, Esq., 1350 N.W. 12th Ave., Suite 540, Miami, FL 33136; Marsha G. Rydberg, Esq., Rydberg, Goldstein & Bolves, 500 East Kennedy Boulevard, Suite 200, Tampa, FL 33602; Robert l. Rocke, Esq., Annis, Mitchell, et al., One Tampa City Center, Suite 2100, Tampa, FL 33602; Paul P. Jackson, Paul P. Jackson - Realty, 14047 Briar Dale Lane, Tampa, FL 33618; Jeffrey N. Kramer, Esq., 24 West Third Street, Suite 312, Mansfield, Ohio 44902; Harold D. Oehler, Esq., P.O. Box 1531, Tampa, FL 33601-1531; and Louis F. Hubener, Esq., Charlie McCoy, Esq., Office of the Attorney General, The Capitol, PL-01, Tallahassee, FL 32399-1050 this 19th day of March, 1996.

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