IN THE SUPREME COURT OF FLORIDA

Case No. 90,042

ADVISORY OPINION TO THE GOVERNOR--1996 AMENDMENT 5 (EVERGLADES)

BRIEF OF FLORIDA LEGAL FOUNDATION, INC.

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INTRODUCTION

This matter is before the Court upon a request from the Governor for an advisory opinion pursuant to article IV, section 1(c) of the Florida Constitution. The subject of the Governor's request, as set forth in his letter to the Court dated March 6, 1997 ["Governor's Letter"], involves two questions regarding the effect of a constitutional amendment now embodied in article II, section 7(b) of the Florida Constitution. That provision, which was proposed through the citizens' initiative process and approved by the voters as Amendment 5 on November 5, 1996, essentially requires that those in certain areas of the Everglades who cause water pollution shall be primarily responsible for paying the costs of abating that pollution.

The Florida Legal Foundation[1] submits this brief on behalf of the countless small landowners within the specified area whose interests may be directly affected by the implementation of Amendment 5, but are not otherwise represented before this Court. The Foundation's intent is not to endorse or duplicate the points advocated by other interested parties, but simply to express the views of ordinary landowners regarding the questions presented. Of particular concern to the Foundation is the position of the Attorney General and the proponents of Amendment 5 that this provision creates, in effect, a cause of action or affirmative remedy that may be enforced by any "beneficiary" against any person or entity subject to the abatement "obligation."

[1] The Florida Legal Foundation is a nonprofit corporation established to promote the public interest in balancing private property rights and public needs for the benefit of all citizens. A primary purpose of the Florida Legal Foundation is to provide legal support without fee for landowners who are disadvantaged in defending their interests, and to assure that the rights of Florida property owners are fairly considered and adequately defended against unreasonable restriction or deprivation due to the exercise of governmental power.

SUMMARY OF THE ARGUMENT

Amendment 5 cannot be construed as self-executing in the sense that it creates a cause of action or other affirmative remedy enforceable by any beneficiary of the obligation it imposes, because the provision does not set forth any means by which such a remedy may be implemented. A provision is not self-executing unless it contains sufficient substantive and procedural guidelines to facilitate implementation without further refinement by the legislature. Amendment 5 provides no clue as to where, when, or by whom a claim may be asserted, and a presumption is no substitute for those essential elements. Nor is it the province of this Court to cure the deficiencies or supply missing elements based on speculation as to what form of remedy, if any, the voters might have envisioned.

When read in pari materia with the preexisting provision to which it was added, however, Amendment 5 may be given a full and harmonious operative effect as a policy mandate that limits the discretion of the legislature in discharging its general duty to abate pollution. Such an interpretation assures that the will of the people is fulfilled and cannot be frustrated by the legislature, because the legislature is required to provide for the abatement of water pollution in the Everglades, and in doing so is compelled to impose primary responsibility on those who cause pollution. A contrary construction, which treats Amendment 5 as creating a new remedy, would improperly promote conflict between the related constitutional provisions, and would in practical application produce absurd results never contemplated or intended by the voters. A constitutional provision can be self-executing as an establishment of policy without creating a cause of action.

The term "primarily responsible," as used in Amendment 5, must be construed to mean that those who are subject to the obligation imposed by the provision are liable for most, but not all, of the costs of abating the water pollution that they cause. Any notion that the term "primarily responsible" requires polluters to pay 100% of the costs until their assets are exhausted must be rejected, because it improperly relies on a technical definition imported from a realm of insurance law not familiar to most voters. As used in its ordinary and natural sense, parties who are "primarily responsible" for repairing damage may be expected to pay the largest share of the expense, but would not be expected to pay the entire cost unless they are deemed "totally" or "fully" or "entirely" responsible. Nor may those subject to Amendment 5 be required to bear the costs of abating pollution caused by others, including sources outside the Everglades; to impose such a burden would not only be unfair, but would run afoul of federal constitutional guarantees of due process and equal protection.

ARGUMENT

The Governor's request for an advisory opinion requires this Court to interpret the provisions of article II, section 7(b), which was approved by the voters as Amendment 5 in the November 5, 1996 general election:

> Those in the Everglades Agricultural Area who cause water pollution within the Everglades Protection Area or the Everglades Agricultural Area shall be primarily responsible for paying the costs of the abatement of that pollution. For purposes of this subsection, the terms "Everglades Protection Area" and "Everglades Agricultural Area" shall have the meanings as defined in statutes in effect on January 1, 1996.

Specifically, the Governor has presented for consideration two questions affecting his executive powers and duties:

> 1. Is the 1996 Amendment 5 to the Florida Constitution self-executing, not requiring any legislative action considering the existing Everglades Forever Act? Or is the Legislature required to enact implementing legislation in order to determine how to carry out its intended purposes and defining any rights intended to be determined, enjoyed, or protected?
>
> 2. What does the term "primarily responsible" as used in 1996 Amendment 5 of the Florida Constitution, mean? Does it mean responsible for more than half of the costs of abatement, or responsible for a substantial part of the costs of abatement, or responsible for the entire costs of the abatement, or does it mean something different not suggested here?

[Governor's Letter at 3.]

Both questions arise in part from uncertainty regarding the impact of Amendment 5 on preexisting legislation, the "Everglades Forever Act," which provides a specific formula for shared funding of pollution abatement in the Everglades Agricultural Area (EAA) by agricultural interests and the public. §373.4592, Fla. Stat. (1995). In addition, the first question has previously been addressed by the Attorney General in his Opinion 96-92, dated November 12, 1996 [Attorney General's Opinion]. As noted by

the Governor in his written request to this Court, the Attorney General has opined that Amendment 5 is self-executing, but other governmental entities have disagreed on the ground that "too many policy determinations remain unanswered." [Governor's Letter at 2.]

Because the relationship between Amendment 5 and the Everglades Forever Act is the focal point of presentations by other interested parties, the Foundation will concentrate initially on the Attorney General's analysis regarding the question of whether Amendment 5 is self-executing. In addition, the Foundation will briefly address the subject of the Governor's second question, which involves the meaning of "primarily responsible" as used in Amendment 5.

I. Amendment 5 Is Not Self-Executing In The Sense That It Creates A Cause Of Action Or Other Affirmative Remedy Enforceable Without Implementing Legislation.

As the principal basis for his conclusion that Amendment 5 is self-executing, the Attorney General relies upon certain rules enunciated by this Court in Gray v. Bryant, 125 So.2d 846 (Fla. 1960). In Gray, the Court was called upon to determine whether a constitutional amendment that established a new methodology for setting the number of circuit judges should be regarded as self-executing. The amendment, which set forth "an inflexible rule" that calculated the required number of judges based on the application of a formula to census figures, was characterized by the Court as a "marked departure from the prior provisions of the constitution," which had given the legislature significant discretion in determining how many judges would be provided. 125 So.2d at 851.

Initially, the Court in Gray made clear that the question of whether an amendment is self-executing depends principally upon the sufficiency of its provisions to facilitate implementation without further assistance from external sources:

> The basic guide, or test, in determining whether a constitutional provision should be construed to be self-executing, or not self-executing, is whether or not the provision lays down a sufficient rule by means of which the right or purpose which it gives or is intended to accomplish may be determined, enjoyed, or protected without the aid of legislative enactment.

125 So.2d at 851. Applying that test, the Court concluded that the amendment was self-executing because it delineated a complete mechanism for determining the number of judges, based on a formula that required nothing to be "supplied from an extraneous source" other than the census figures; as the Court emphasized, the means of implementation prescribed in the provision were "so certain and inflexible as to leave nothing for the legislature." Id. at 851-52.

An additional reason cited by the Court in Gray to support its finding, and also relied upon here by the Attorney General, was the "presumption that constitutional provisions are intended to be self-operating." The Court explained that such a presumption was necessary because otherwise "the legislature would have the power to nullify the will of the people" by refusing to implement the amendment. Id. at 851-52. In applying this presumption, the Court again observed that a comparison of the new amendment with the old provision "indicates without doubt that the people intended to depart from a system under which the legislature had the discretion ... to determine the number of judges," and concluded:

> Where there is a choice as here such a constitutional provision must always be construed to be self-executing for such construction avoids the occasion by which the people's will may be frustrated.

Id. at 852 (emphasis added).

In sum, the Court's determination that the amendment at issue in Gray was self-executing ultimately rested on two findings: (1) the provision was sufficiently complete within itself to be given operative effect without further refinement; and (2) if the provision had not been deemed self-executing, its purpose—to "depart from" preexisting law and deprive the legislature of a discretionary power—could be wholly defeated by the legislature's own refusal to implement the amendment. While the Foundation does not quarrel with the principles or presumptions adopted in Gray, their application to the present case does not produce the same result, as the Attorney General opines, because the circumstances here are materially different.

Unlike the provision at issue in Gray, Amendment 5 does not set forth a means of implementation "so certain and inflexible as to leave nothing for the legislature"; nor can it be given effect—at least as the basis of an enforceable affirmative remedy—without some additional provisions being "supplied from an extraneous source." Indeed, Amendment 5 delineates no method or mechanism whatsoever by which its mandate can be "executed" through an affirmative act. Without a wholesale addition of detailed terms, either by the legislature or by the courts, Amendment 5 cannot be construed as self-executing in the sense that it creates a cause of action. Not only does it fail to provide a complete blueprint for implementing a claim; it offers no clue at all as to where, when, or by whom such a claim might be asserted.

In this regard, the Attorney General suggests that "where ... the constitution creates a new right or obligation and does not prescribe any particular remedy for its enforcement, ... the court may fashion a suitable remedy to accomplish the purpose of

the law." [Attorney General's Opinion at 3.] Under settled principles of Florida law, however, it is not an appropriate judicial function to "fashion a suitable remedy" where the amendment itself is silent on the matter. This Court has recognized that its duty in construing a constitutional provision is to effectuate the intended purpose as evidenced by the express wording, practical application, and placement of the provision; but judges are forbidden from adding language or elaborating upon the existing terms to import their own perceptions of the proper meaning.

> We are called on to construe the terms of the Constitution, an instrument from the people, and we are to effectuate their purpose from the words employed in the document. We are not permitted to color it by the addition of words or the engrafting of our views as to how it should have been written.... [I]t must be presumed that those who drafted the Constitution had a clear conception of the principles they intended to express, that they knew the English language and that they knew how to use it, that they gave careful consideration to the practical application of the Constitution and arranged its provisions in the order that would most accurately express their intention.

Ervin v. Collins, 85 So.2d 852, 855 (Fla. 1956) (emphasis added). Thus, it is beyond the province of this Court to cure deficiencies or supply missing elements in Amendment 5 based on speculation as to what form of affirmative remedy, if any, the voters might have envisioned.

This Court, in applying the Gray test to a constitutional amendment adopted through the initiative process, has held that a provision is not self-executing if it "requires so much in the way of definition, delineation of time and procedural requirements, that the intent of the people cannot be carried out without the aid of legislative enactment." Williams v. Smith, 360 So.2d 417, 420 (Fla. 1978). Judged by that standard, Amendment 5 cannot be deemed self-executing in any sense other than as a statement of principle or a policy mandate intended to limit the discretion of the

legislature in allocating responsibility for the costs of abating water pollution within the Everglades.

Because Amendment 5 lacks sufficient provisions to facilitate implementation without substantial further refinement, the presumption of self-execution would be unavailing here even if the other circumstances that prompted its application in Gray were otherwise present. Unlike the provision at issue there, however, Amendment 5 does not represent a "marked departure" from existing constitutional provisions, and does not purport to replace legislative discretion with an inflexible formula. In fact, a comparison of the new provision with the preexisting section that it modifies reveals that Amendment 5, if interpreted as a policy mandate imposing a specific limitation on the discretion of the legislature in its exercise of a general power, can be given a full and harmonious operative effect.

Although the Attorney General made no attempt to undertake such a comparison in his analysis of Amendment 5, an inquiry as to the meaning and effect of a constitutional amendment necessarily entails a consideration of related provisions. Long established rules of interpretation require that "amendments to the Constitution should be construed so as to harmonize with other constitutional provisions," and that "[a] constitutional amendment ... must be construed in pari materia with all those portions of the Constitution which have a bearing on the same subject." State v. Division of Bond Finance, 278 So.2d 614, 617-18 (Fla. 1973). See also, e.g., Barrow v. Holland, 125 So.2d 749, 751 (Fla. 1960). More specifically, this Court has recognized that constitutional provisions should be read in pari materia with related clauses of the same section. Burnsed v. Seaboard Coast Line R. Co., 290 So.2d 13, 16 (Fla. 1974).

The only existing provision of the Florida Constitution that directly bears upon the subject of Amendment 5 is article II, section 7, entitled "Natural resources and scenic beauty," to which Amendment 5 was added. As modified by the voters' approval of Amendment 5, article II, section 7 now provides in its entirety:

> **SECTION 7. Natural resources and scenic beauty.**
>
> (a) It shall be the policy of the state to conserve and protect its natural resources and scenic beauty. Adequate provision shall be made by law for the abatement of air and water pollution and of excessive and unnecessary noise.
>
> (b) Those in the Everglades Agricultural Area who cause water pollution within the Everglades Protection Area or the Everglades Agricultural Area shall be primarily responsible for paying the costs of the abatement of that pollution. For purposes of this subsection, the terms "Everglades Protection Area" and "Everglades Agricultural Area" shall have the meanings as defined in statutes in effect on January 1, 1996.

When Amendment 5 is read in pari materia and harmonized with the existing provision of section 7 to which it was added, there is no doubt that the purpose of the initiative may be fully effectuated without the creation of a new cause of action or other affirmative remedy.

Section 7(a) confers upon the legislature the general power and duty to make "[a]dequate provision ... by law for the abatement of air and water pollution." Prior to the adoption of Amendment 5, the legislature had essentially unlimited discretion as to the specific manner in which it would exercise that general power. Through their approval of Amendment 5, however, the people modified the general power conferred in section 7(a) by adding a policy mandate in section 7(b), which limits the discretion of the legislature in discharging its duty to provide by law for the abatement of a specific kind of pollution in a specific geographical area.

In effect, the voters have said to the legislature: "When you provide by law for the abatement of air and water pollution pursuant to article II, section 7(a), you must impose the primary responsibility for abating water pollution in the EAA and the EPA on those who are causing it, rather than requiring the taxpayers of Florida to bear most or all of the burden." Construed in this manner, Amendment 5 is self-executing, and its purpose cannot be frustrated or defeated by the legislature; as the Court concluded in Gray, "[t]he legislature must follow the rule prescribed in this section." 125 So.2d at 852.

Conversely, if Amendment 5 is construed as suggested by the Attorney General, it would create inevitable conflict between these two provisions. In his Opinion, the Attorney General reasoned that the "obligation" imposed on polluters by Amendment 5 may be enforced by "resort to any common law or statutory remedy," and ultimately concluded:

> This amendment, imposing an obligation on polluters of the Everglades to pay the costs of their pollution, creates an attendant remedy for enforcement of that obligation. Such a remedy may be enforced by any beneficiary of the fulfillment of that obligation.

[Attorney General's Opinion at 3 (emphasis added).]

Assuming that the legislature has exercised its power under section 7(a) to provide for the abatement of water pollution in the Everglades—as it has in fact done through the Everglades Forever Act, section 373.4592, Florida Statutes (1995)—the Attorney General's interpretation of Amendment 5 would enable "any beneficiary" to file a lawsuit claiming that the "obligation" is not being properly or fully enforced under that legislation. The "beneficiary" may disagree with the legislative scheme in any number of respects, including the definition of who is "causing pollution," or the appropriate

amount of a polluter's "primary responsibility." If the "remedy" contemplated by the Attorney General is recognized and enforced, then courts may have the wholly inappropriate and unwelcome task of reweighing legislative judgments made pursuant to section 7(a). Such conflicts between constitutional provisions are to be avoided unless the terms are "irreconcilably repugnant." Wilson v. Crews, 34 So.2d 114, 118 (Fla. 1948). See also Jackson v. Consolidated Government of Jacksonville, 225 So.2d 497, 500-01 (Fla. 1969).

Aside from the fact that the Attorney General's construction of Amendment 5 invites rather than avoids conflict with an existing constitutional provision, the notion that "any beneficiary" can "resort to any common law or statutory remedy" to enforce the obligation imposed by this provision leads to results that are absurd, impractical, and plainly unintended. Because the language of this provision imposes primary responsibility on all "[t]hose in the [EAA] who cause water pollution within the [EPA] or the [EAA]," a literal interpretation would allow virtually any person within the specified area to be targeted as a potential defendant.

For example, homeowners who fertilize their lawns or wash their cars would be susceptible to lawsuits, including "spite" complaints from disgruntled neighbors, claiming that the runoff is causing measurable contamination for which they must bear primary responsibility. Compounding such absurdity is the possibility that an individual could be the subject of multiple suits brought by a variety of governmental entities or private parties in different forums for the same alleged "offense," with the potential for inconsistent results. Moreover, because the amendment itself does not provide any uniform procedural or substantive guidelines to govern implementation of the newly

created "remedy," each court or agency presented with a claim would be free to simply make up the rules as it goes along.

The foregoing analysis confirms the correctness of the view expressed by those governmental entities referred to in the Governor's letter, which have disagreed with the Attorney General's opinion on the ground that "too many policy determinations remain unanswered" for Amendment 5 to be deemed self-executing. Those who voted for Amendment 5 could not have contemplated that they were creating a license to litigate, with all the attendant problems and unintended consequences illustrated above. In light of the principle that "[t]he interpretation of ... constitutional provisions may be controlled by their practical operation and effect," Latham v. Hawkins, 121 Fla. 324, 163 So. 709, 710 (1935), and the rule that constitutional amendments should be construed in a manner that comports with common sense and avoids absurd results, e.g., Department of Environmental Protection v. Millender, 666 So.2d 882, 886 (Fla. 1996), the position adopted by the Attorney General must be rejected.

The fundamental flaw in the reasoning of the Attorney General, and in the position of proponents who advocate the implication of an affirmative remedy, is that they erroneously assume Amendment 5 can only be regarded as self-executing if it creates a means of enforcing its mandate. As previously explained, however, the constitutional directive that those who cause pollution in the Everglades shall be primarily responsible for its abatement may be given full operative effect as a statement of policy, which must be observed by the legislature in discharging its existing duty to provide generally for the abatement of pollution; and the legislature's failure to enforce that mandate may be remedied by invoking the power of the judiciary to review

legislative acts for constitutional compliance. The fact that a constitutional provision is self-executing in the sense that it establishes a principle limiting the power of the legislature does not mean that the provision is self-executing in the sense that it creates a cause of action. See Tucker v. Resha, 634 So.2d 756, 659 (Fla. 1st DCA 1994), approved, 670 So.2d 56 (Fla. 1996).

II. The Term "Primarily Responsible," As Used In Amendment 5, Means That Those In The EAA Are Liable For Most, But Not All, Of The Costs Of Abating The Water Pollution That They Cause.

The second question posed by the Governor requires this Court to determine the degree and extent of liability to be imposed on those in the EAA who cause water pollution within the EPA or EAA, based on the language of Amendment 5 making them "primarily responsible" for the costs of abating "that pollution":

> What does the term "primarily responsible" as used in 1996 Amendment 5 to the Florida Constitution, mean? Does it mean responsible for more than half of the costs of abatement, or responsible for a substantial part of the costs of abatement, or responsible for the entire cost of the abatement, or does it mean something different not suggested here?

[Governor's Letter at 3.]

According to the Governor, the meaning of this constitutional mandate is unclear in two respects. First, there is disagreement among interested parties regarding the degree of liability to which any polluter may be subjected. Some government agencies believe that holding polluters "primarily responsible" means requiring them to pay more than 50% of the costs—i.e., making them bear most, but not all, of the burden. The proponents of the initiative, however, suggest the term "primarily responsible" was intended to mean that polluters must be compelled to pay 100% of the costs, at least

until their assets are exhausted, before any public funds may be used—i.e., making polluters the equivalent of primary insurers with absolute liability.

The second area of uncertainty identified by the Governor involves the extent of the polluter's liability in relation to the total cost of abating all causes of water pollution within the EPA or EAA. Specifically, in directing that those who cause water pollution within the affected area shall be primarily responsible for the costs of abating "that pollution," does the term "that pollution" refer only to the pollution each individual or entity actually "causes," thus apportioning liability based on the damage directly attributable to each polluter's own actions; or was it intended to encompass the entire problem of water pollution in the Everglades, thereby imposing liability for the costs of abating all sources of pollution, regardless of origin?

The Foundation submits that any doubt as to the degree or extent of liability imposed by Amendment 5 may be readily resolved based on principles of constitutional interpretation and plain common sense. Initially, the proponents' theory that "primarily responsible" must be construed to create an obligation equivalent to that of a primary insurer should be summarily rejected. Such an interpretation is not consistent with the common understanding of the terms, but imports a technical definition from a distinct body of law in which the words have been given a special meaning not familiar to most voters. As this Court has repeatedly declared:

> "The words and terms of a Constitution are to be interpreted in their most usual and obvious meaning, unless the text suggests that they have been used in a technical sense. The presumption is in favor of the natural and popular meaning in which the words are usually understood by the people who have adopted them."

City of Jacksonville v. Glidden Co., 124 Fla. 690, 169 So. 216, 217 (1936) (quoting from City of Jacksonville v. Continental Can Co., 113 Fla. 168, 151 So. 488, 489 (1933)). See also Wilson v. Crews, 34 So.12d 114, 118 (Fla. 1948).

Ordinarily, when people are told that they are "primarily responsible" for repairing damage, they naturally expect that they will be required to pay the largest share of the expense or perform most of the work; but they would not expect to be the sole contributor unless they had been told that they were "totally" or "fully" or "entirely" responsible. By approving an amendment that makes those who cause pollution "primarily responsible" for its abatement, the voters presumably contemplated that those words would be applied in accordance with their ordinary meaning to require that polluters bear most, but not all, of the burden. To hold, as the proponents urge, that "primary responsibility" should be equated with absolute liability would distort the intent of the voters, and would amount to a tacit acknowledgement that they were cleverly deceived by an old-fashioned "bait and switch" into adopting a foreign concept that produces unintended consequences.

The final question is whether the polluter's liability for abatement should be limited to the portion of the pollution that each actually causes, or must extend to include the cost of remedying the whole problem of water pollution in the Everglades, regardless of the source. In light of the undisputed fact that some, and perhaps even most, of the water pollution within the EPA or EAA originates from sources outside the area, the answer is clear. To construe Amendment 5 as a measure that compels those in the EAA to pay for the abatement of pollution caused by others, including outsiders, would render the initiative invalid, because it would manifestly contravene settled

notions of fundamental fairness and equal protection secured by controlling provisions of the federal constitution. Cf. Gray v. Winthrop, 115 Fla. 721, 156 So. 270, 272 (1934); Gray v. Moss, 155 Fla. 701, 156 So. 262, 264 (1934). Moreover, there is no evidence in the language of the amendment or in the promotional materials to support any suggestion that the drafters intended or the voters contemplated penalizing those within the EAA by forcing them to pay more than their fair share.

CONCLUSION

Based on the foregoing arguments and authorities, the Foundation submits that this Court should answer the questions presented by declaring (1) that Amendment 5 is not self-executing in the sense that it creates a cause of action or other affirmative remedy enforceable by any beneficiary of the obligation it imposes, but is self-executing only to the extent that it constitutes a policy mandate limiting the discretion of the legislature in discharging its constitutional duty to provide for the abatement of pollution; and (2) the term "primarily responsible," as used in Amendment 5, means that those who cause water pollution in the Everglades must bear most, but not all, of the burden of paying the costs of abating the pollution attributable to them.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by U.S. Mail this 7th day of April, 1997, to: W. Dexter Douglass, Esq., General Counsel, Office of the Governor, The Capitol, Tallahassee, FL 32399-0001; The Honorable Robert A. Butterworth, Attorney General, The Capitol, Tallahassee, FL 32399-0250; Perry Odom, Esq., General Counsel, Department of Environmental Protection, 2600 Blairstone Road, Tallahassee, FL 32399-2400; Samuel E. Poole, III, Esq., Executive Director, South Florida Water Management District, Post Office Box 24680, West Palm Beach, FL 33416-4680; Joseph P. Klock, Jr., Esq., Steel, Hector & Davis, 1900 Phillips Point West, 777 South Flagler Drive, West Palm Beach, FL 33401-6198; Donna E. Blanton, Esq., and Victoria L. Weber, Esq., Steel, Hector & Davis, 215 South Monroe Street, Suite 601, Tallahassee, FL 32301-1804; Susan L. Turner, Esq., Holland & Knight, Post Office Box 810, Tallahassee, FL 32302; William L. Hyde, Esq., Gunster, Yoaklely, Valdes-Fauli & Stewart, P.A., 515 North Adams Street, Tallahassee, FL 32301; William Green, Esq., Hopping, Green, Sams & Smith, 123 S. Calhoun Street, Post Office Box 6526, Tallahassee, FL 32314; Jon Mills, Esq., Post Office Box 117629, Gainesville, FL 32611-7629; and Thom Rumberger, Esq., Rumberger, Kirk & Caldwell, Post Office Box 1873, Orlando, FL 32802-1873.

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