

Supreme Court of Florida

No. 94,530

INTERNATIONAL MARINE CO-OP, LTD., etc.
Petitioner,

vs.

**CENTRO NAUTICO REPRESENTACOES
NAUTICAS, LDA, etc., et al.**
Respondents.

[December 9, 1999]

PARIENTE, J.

We have for review a decision certifying the following question to be of great public importance:

Is a contingency risk multiplier inapplicable to a court awarded attorney's fee where the only authority for fees is predicated on a contractual provision and not a statute?

Centro Nautico Representacoes Nauticas, Lda. v. International Marine Co-op, Ltd.,

719 So. 2d 967, 971 (Fla. 4th DCA 1998). We have jurisdiction. See art. V, § 3(b)(4), Fla. Const. We recently answered the same certified question in the negative

in Bell v. U.S.B. Acquisition, 734 So. 2d 403, 405 (Fla. 1999). Accordingly, we quash Centro Nautico solely on the issue of the applicability of a contingency risk multiplier and remand to the district court for proceedings consistent with this opinion.¹

It is so ordered.

HARDING, C.J., and SHAW, WELLS, ANSTEAD, LEWIS and QUINCE, JJ.,
concur.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION, AND IF
FILED, DETERMINED.

Application for Review of the Decision of the District Court of Appeal - Certified
Great Public Importance

Fourth District - Case Nos. 96-03885 & 97-00548

(Broward County)

Gus H. Carratt of Morgan, Carratt and O'Connor, P.A., Fort Lauderdale, Florida,

for Petitioner

John Beranek of Ausley & McMullen, Tallahassee, Florida; Patricia S. Sechan of
Barnett & Barnard, P.A., Fort Lauderdale, Florida; and William F. Cobb, Pompano
Beach, Florida,

for Respondents

¹We decline to address the other issues raised in this case. See Heuss v. State, 687 So. 2d 823, 824 (Fla. 1996).