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IN THE SUPREME COURT OF FLORIDA

CASE NO. SC21-1255

SAMANTHA ELAINE TSUJI AND
CRYSTAL IVY WILLIAMS,

Petitioners,

vs.

L.T. Case No. 1D20-0901;
2018-CA - 000218

H. BART FLEET, AS THE DULY
APPOINTED PERSONAL
REPRESENTATIVE OF THE
ESTATE OF THOMAS E.
MORTON, JR., DECEASED,
AND THE LEWIS BEAR
COMPANY,

Respondents.
___________________________/

ON DISCRETIONARY REVIEW FROM THE DISTRICT COURT OF APPEAL, FIRST DISTRICT, STATE OF FLORIDA

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ARGUMENT

A statute's plain meaning is "the starting point in statutory interpretation." AB20.[1] It is also the *ending* point. Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 16 (2012) ("Textualism…begins and ends with what the text says and fairly implies."). As Defendants concede, the long statute's text "specifies only three parties who are protected by the statute." AB22. Yet, Defendants argue—incorrectly—that the long statute's text "is *far from the end of the analysis* as to the [statute's] ultimate effect." *Id.* (emphasis added). The "end of the analysis," they say, involves non-textual and policy considerations that expand the text to also protect the decedent's employer and its insurers. *E.g.,* AB17–18, 22–26. But the long statute means what it says. It may not be judicially broadened to shield from liability anyone except the three parties specified in the enacted text.

A. Section 733.710 does not bar Plaintiffs' claim.

1. Defendants' textual arguments are unavailing.

Defendants rely solely on section 733.710—the "statute of repose" or "long statute"—although its plain text doesn't shield LBC

[1] "AB" and "IB" refer to the answer and initial briefs.

or its insurers. Why don't Defendants rely on section 733.702(2)? After all, that provision, standing alone, extinguishes "*any* [untimely] cause of action founded on the decedent's conduct—including a vicarious liability action." IB37; *see* AB32 ("[S]ection 733.702(2)'s reference to 'the time periods in this part' necessarily includes the two-year [deadline] in section 733.710(1).").

Defendants don't invoke section 733.702(2) because, as they concede, it doesn't stand alone—it stands with "statutorily-enumerated exceptions," like the insurance exception in section 733.702(4). AB33. But for that exception, section 733.702(2) would do exactly the work that Defendants desire: It would extinguish any action founded on Mr. Morton's negligence, including one to hold LBC vicariously liable and its insurers financially liable. IB37–38, 41–43.

Because the insurance exception prevents section 733.702(2) from extinguishing this action, Defendants pivot to section 733.710(1) and expand that provision's text. They effectively add the following italicized words: "neither the decedent's estate, the personal representative, if any, nor the beneficiaries, *nor any other person*, shall be liable for any claim or cause of action against the decedent." This re-writing results in sections 733.710(1) and 733.702(2)

duplicating one another—each extinguishes all liabilities founded on the decedent's conduct, absent an exception. IB49–51. This re-writing, or "interpretation," doesn't make sense. The legislature would not enact two provisions to perform the same task. *Cf.* Scalia & Garner, *supra* § 39, at 252 (the law "should make sense").

We interpreted the two statutes "harmoniously." IB49; *see* Scalia & Garner, *supra* § 27, at 180 ("The provisions of a text should be interpreted in a way that renders them compatible, not contradictory."). Defendants, in contrast, acknowledge sections 733.702 and 733.710 contradict one another under their interpretation. They acknowledge this when they repeatedly argue that the latter provision "trumps," or is "paramount" to, the former provision. AB16–17, 19, 27, 61, 63–65. They rely on three provisions to support their 733.710-trumps-733.702 argument.

First, Defendants cite the prefatory clause, § 733.702(1) ("If not barred by [section] 733.710…."). AB16, 27. But this clause applies only if section 733.710 bars the claim. So, one must circle back to the original question: What does section 733.710 bar? Liability for *estates*, *personal representatives*, and *beneficiaries* on untimely claims. *Employers* and *insurers* aren't listed.

Next up for Defendants is section 733.702(5) ("Nothing in this section shall extend the limitations period set forth in [section] 733.710."). AB16–17, 27. Subsection (5) merely prohibits a court from using its discretion granted by subsection (3)—to extend subsection (1)&(2)'s deadlines—to *also* extend section 733.710's deadline. IB20–23, 39-40. By preventing subsection (2)'s extinguishment provision, subsection (4) does not "extend any limitations period" in section 733.710 or elsewhere. Subsection (4) doesn't authorize "extensions." Instead, it precludes—without any judicial action—subsections (1), (2), (3), and (5) from "affect[ing] or prevent[ing]" certain proceedings. § 733.702(4); IB41–43.

Defendants' last textual bullet is the "notwithstanding" clause, § 733.710(1)'s ("Notwithstanding any other provision of the code…."). AB17. The word "notwithstanding" "shows which provision prevails *in the event of a clash*." Scalia & Garner, *supra* § 13, at 126 (emphasis added). The word "does not *necessarily* denote a clash;" rather, it is a "catchall" and "fail-safe" that ensures the "clause it introduces will absolutely, positively prevail." *Id.* at 126, 127 (emphasis added). However, "[t]here may be *nothing to the contrary* anywhere in the document." *Id.* at 127 (emphasis added). Here, sections 733.702 and

733.710 do *not* clash. IB35–43. The notwithstanding clause merely ensures that section 733.710(1) prevails over other potentially clashing code provisions—for example, statutes requiring the payment of claims, §§ 733.705(1), 733.707(1).

Defendants' other textual arguments fare no better. They argue subsections (2) and (3) of section 733.710 do not apply. AB12–13. But we don't say they do. We argue section 733.710(1) doesn't apply on its own terms. It protects only estates, personal representatives, and beneficiaries—not employers and insurers. IB47.

Defendants' part A (AB11–28) sprinkles other arguments unmoored from statutory text. We refute those next.

2. <u>Defendants' joinder arguments are unavailing.</u>

Defendants argue: (i) a claim based on decedent's tort "*must necessarily* be brought against the tortfeasor's *estate*" and (ii) Plaintiffs are "*required* to obtain a settlement or verdict against the *[e]state*." AB22, 24 (emphasis added). Wrong. Neither the employee nor his estate must be joined. IB52–54; *infra* ¶ D.1, at13–14.

Where, as here, a plaintiff chooses to sue the employee's estate, Defendants concede that—despite the First District's "loosely worded" analysis—the non-joinder statute (§ 627.4136) does not

require a *judgment* be entered against the estate. AB46. A mere *settlement* with, or *verdict* against, the estate suffices. IB54–57; FJA Amicus Br. 5–13. After a settlement or verdict, a judgment may be entered that limits the plaintiff's collection to the insurance; the estate will bear no liability. IB56–57. Defendants never dispute this.

3. Defendants' "purpose" and "public policy" arguments are irrelevant.

Citing cases long predating the short and long statutes' enactments, the First District found the probate code's "purpose[]" and "public policy" were to "promote the timely settlement of a decedent's estate." *E.g.,* AR254. Defendants similarly talk about "purpose" and "[p]ublic policy" and how statutes of limitations and repose "generally" operate. AB13–14, 17–18. Yet, Defendants concede all that matters is "what the statute actually says"—not "policy considerations" or "legislative intent."[2] AB20–21.

A textualist "takes purpose into account" by finding "its concrete manifestations as deduced from close reading of the text." Scalia & Garner*, supra* 20. "[N]o statute…pursues its 'broad purpose'

[2] Defendants argue gratuitously about "legislative history." AB21. We never invoke legislative history but instead properly rely on statutory history. IB10.

at all costs," as the statute might not have been approved "without the provisions that *limit its application* or that *simply stop short* of what it might have done." *Id.* at 21 (emphasis added). Such "limiting provisions (or the absence of more expansive provisions)" also reflect a statute's purpose. *Id.*

Section 733.710(1) limits its protection to *three* parties. AB22. The legislature could have written a more expansive provision—as it did in section 733.702(2)—to protect *all* parties. It did not do so. The Court must honor that choice.

B. Section 733.710(1) uses "liable" in its pay-money sense.

Section 733.710(1) uses "liable" in its pay-money—not breach-of-duty—sense. IB43–49. Defendants' brief proves we are right.

Defendants classify section 733.710's shield an "immunity." AB24, 26, 30, 51, 60, 63. "[I]f an agent has an immunity from liability as distinguished from a privilege of acting, the principal does *not* share the immunity." *May v. Palm Beach Chem. Co.*, 77 So. 2d 468, 472 (Fla. 1955) (emphasis added) (quoting *Restatement (First) of Agency* § 217 cmt. b. "[A principal] may be liable for an act as to which the agent has a personal immunity from suit." *Id.* (quoting *Restatement (First) of Agency* § 217(2) (1933)). An agent's statutory

immunity protects a principal only "if the rationale underlying the…immunity also applies to the principal." *Univ. of Miami v. Ruiz ex rel. Ruiz*, 164 So. 3d 758, 768 n.9 (Fla. 3d DCA 2015) (dicta). Section 733.710(1)'s rationale—to protect the estate's assets—doesn't apply to employers and insurers.

Immunity is "an exemption from a duty, liability, *or* service of process." *Black's Law Dictionary* (11th ed. 2019) An immunity may exempt a party from a duty *or* a liability, or *possibly* both—but not *necessarily* both. *Cf. id.* Defendants' quotations from *Wallace v. Dean*, 3 So. 3d 1035, 1044–45 (Fla. 2009) prove this point. AB30.

A party's exemption from *liability* does *not* negate that party's *duty* to another. *Wallace*, 3 So. 3d at 1044–45("[T]he presence of sovereign immunity does not render the State's actions nontortious.") (emphasis omitted). The converse, however, is not true: a party's exemption from a *duty* necessarily renders that party *not liable*. *Id.* ("[T]he absence of a duty of care between the defendant and the plaintiff results in a lack of liability.") (emphasis omitted). And a party who breaches a duty is *liable* in a *breach-of-duty* sense but *not necessarily* in a *pay-money* sense. *Id.* (The State "may…be liable to an injured party for its tortious conduct," although "sovereign

immunity may shield the [State] from an action"); *accord* IB45.

The concepts of *liability* and *duty* therefore overlap but are not congruent. A party's immunity from a duty exempts that party from liability in the breach-of-duty sense, and it also exempts that party and others (like his employer and its insurers) from liability in a pay-money sense. In contrast, a party's immunity from liability in a pay-money sense neither exempts that party from his duty owed to a plaintiff nor exempts others (like employers and insurers) from liability. Stated simply, a statutory exemption from pay-money liability immunizes only the party named in the text—no one else.

This Court must decide whether section 733.710(1)'s exemption from liability is in a pay-money or breach-of-duty sense, or both. Defendants read "shall [not] be liable" as negating *Mr. Morton's duty* to drive his vehicle safely and thus exempting *all persons*—named or unnamed—from pay-money liability for Mr. Morton's breach of duty. This reading violates section 733.710(1)'s text and context.

Section 733.710(1) exempts from liability three parties—the estate, personal representative, and beneficiaries—*none* of whom had a duty to operate a vehicle safely and avoid a collision with Plaintiffs. *Only* Mr. Morton had that duty. Thus, read in context, section

733.710(1) exempts the three parties from pay-money (not breach-of-duty) liability. This "immunity" neither renders Mr. Morton's actions nontortious nor protects LBC and its insurers from their own liability for Mr. Morton's tort.

Defendants' statutes (AB28–29) also prove we are right. Consider this one: "No *employer* shall be liable for injuries or damages…resulting from the operation of a motor vehicle…." § 768.091, Fla. Stat. (2021) (emphasis added). Would this statute also immunize *employees* from liability? No. And consider statutes that immunize *both* principals and agents. *See, e.g.,* § 768.075, Fla. Stat. (2021) ("A person…owning…real property, or an agent of such person…, shall not be held liable….") (AB29); § 770.04, Fla. Stat. (2021) (shielding from liability the "owner, licensee, or operator…and [their] agents or employees"). Would these statutes also "immunize" independent contractors hired by owners? No. They don't say that.

In sum, section 733.710(1) "immunizes" only the estate and its proxies—not LBC and its insurers—from being "liable" (i.e., having to pay money) for Mr. Morton's breach of a duty.

C. The First District's construction results in sections 733.702(2) and 733.710(1) duplicating one another and puts at risk non-tort creditors.

Textually, section 733.702(2) does more work than section 733.710(1). IB50. The former "protect[s] *any* person from liability…for untimely claims founded on a decedent's conduct," whereas the latter "protect[s] only the estate and its proxies from liability for untimely claims." IB50. The First District's construction of the latter provision, however, effectively causes the two statutory bars to duplicate each other; that is, the First District reads both provisions as protecting any person. IB49–50.

Defendants obfuscate this straightforward analysis with their confusing discussion about the exceptions to the two statutory bars. AB31–35. The bars in sections 733.702(2) and 733.710(1) are subject to distinct and separate exceptions, as we clarify in a moment. For now, assume that the former bar is subject to exceptions A, B, and C, while the latter bar is subject to exception D. If a defendant can't avail itself of the first bar because of, say, exception B, the First District's reading permits that defendant to pivot to the other duplicate bar (which lacks exception B). This pivoting, or cherry picking, is precisely what LBC and its insurers have done.

Now, we clarify the exceptions. Section 733.710 has one exception for *personal*—not real—property: "This section shall not affect the lien of any duly recorded mortgage or security interest or the lien of any person in possession of *personal property* or the right to foreclose and enforce the mortgage or lien." § 733.710(3) (emphasis added). In contrast, section 733.702(2) has an exception for *any* property, including *real* property: "Nothing in this section affects or prevents … [a] proceeding to enforce any mortgage, security interest, or other lien on *property* of the decedent." § 733.702(4)(a) (emphasis added). It also has exceptions for insurance and counterclaims/cross-claims. § 733.702(4)(b)-(c).

The First District's decision impacts banks, credit card and insurance companies, and other creditors. Probate Attorneys Amicus Br. 6. For example, because section 733.710 has no exception for secured interests in *real* properties, holders of such interests who fail to file a claim per section 733.710 risk forfeiture under the decision below. In short, the decision has "upset settled expectations." *Id.* at 5.

D. Due to Defendants' concessions, their part D arguments are inconsequential—though filled with errors.

1. <u>Defendants' concessions render their part D arguments irrelevant.</u>

Part D of the answer brief (AB35–46) is inconsequential. Part D of our initial brief (IB52–57) addressed two erroneous assumptions embedded in the First District's opinion: (i) Mr. Morton's liability could be established *only* by suing the *estate*, and (ii) a *judgment* had to be entered against an insured. IB52. Defendants quibble with our characterization of what the First District assumed (AB46), and they make peripheral points (AB35–46) that are irrelevant given their concessions on the two assumptions.

On the latter assumption, Defendants concede that Plaintiffs merely had to "obtain[] a *settlement or* a *verdict* against the *insured*." AB46 (last emphasis added). Thus, all parties agree that, after Plaintiffs obtain such a settlement or verdict, they may pursue a judgment against the insurers. *See* § 627.4136(1), Fla. Stat. (2017); *see also* FJA Amicus Br. 8–9 (legislature deleted "judgment" as a condition precedent in 1990 amendment).

On the former assumption, Defendants concede they are "unaware" of any Florida law requiring "an employee…be joined in a

personal injury claim asserting vicarious liability against the employee's employer." AB37. Nor do Defendants deny that LBC is an "insured." IB2, 52. Thus, Plaintiff may obtain a settlement or verdict against LBC and seek a judgment against the insurers. IB54–57. Defendants never dispute this.

Defendants' sole relevant statement in their 11-page part D is this: "Having voluntarily submitted their claims against the Estate to [the trial] court…and the claims against the Estate being time-barred under [section 733.710(1)], it was appropriate for the trial court to enter summary judgment in favor of LBC." AB37. This sentence highlights the core issue. By exempting from liability the estate, personal representative, and beneficiaries, does section 733.710(1) also exempt from liability employers and insurers? Arguments addressing this question are relevant; other arguments—like those in Defendants' part D—are irrelevant. That said, we correct part D's errors (though this Court may avoid addressing them).

2. <u>LBC's insurers are real parties in interest.</u>

An insurer is a real party in interest. IB56 (citing *Markert v. Johnston*, 367 So. 2d 1003, 1005 (Fla. 1978)). Defendants never address *Markert*; instead, they assert the estate is "the" or "only" real

party in interest. AB24, 25, 26, 35. It is not. IB56; *see also HB Gen. Corp. v. Manchester Partners, L.P.*, 95 F.3d 1185, 1196–97 (3d Cir. 1996) ("There may be multiple real parties in interest.")

3. **Defendants ignore the joinder rule's text and misapprehend legal concepts.**

"By its text, the joinder rule does not require a plaintiff to sue both an employee (or his estate) and his employer." IB53 (citing Fla. R. Civ. P. 1.210(a)). Defendants never disagree or discuss rule 1.210's text. They instead cite a treatise that agrees: "Injured plaintiffs are not required to sue both principal and agent to recover from the principal under respondeat superior." C.J.S. *Agency* § 523 n. 7 (AB42).

Despite this, Defendants make a meritless run at a joinder argument. AB37–41, 45. The argument goes like this. The cases recognizing a plaintiff's option to sue the employer or employee, or both, involve "joint and several liability." AB38–39, 45. An employer and employee are not "joint tort-feasors." AB40 (emphasis omitted). Thus, Defendants assume, an employer's vicarious liability for an employee's tort is a "wholly distinct legal theory from joint and several liability." AB40. But that assumption is flawed, as are other

assumptions by Defendants.

Joint tortfeasors are "[t]wo or more tortfeasors who contributed to the claimant's injury and who may be joined as defendants in the same lawsuit." *Hunter v. Shaw*, 182 So. 3d 784, 785 (Fla. 1st DCA 2015) (quoting *Black's Law Dictionary* (10th ed. 2014)). At common law, joint tortfeasors were jointly and severally liable. Thomas D. Sawaya, *Florida Personal Injury Law and Wrongful Death Actions,* § 7:2 (Oct. 2021). Under that doctrine, a plaintiff could "satisfy his judgment against all or any [tortfeasors]…found liable regardless of the degree each contributed to the plaintiff's damages." *Id.* Since 1986, the legislature has eliminated joint and several liability for joint tortfeasors—but not for principals and agents. *See id.* §§ 7:1, 7:2, 7:8.

Before and after 1986, Florida courts and commentators have regarded vicarious liability to be a form of "joint and several liability." *See, e.g., id.* § 7:8 n.5; *Gerardi v. Carlisle*, 232 So. 2d 36, 41 (Fla. 1st DCA 1969); *U.S. Sec. Servs. Corp. v. Ramada Inn, Inc.*, 665 So. 2d 268, 270 (Fla. 3d DCA 1995). Some criticize this characterization as "misleading." *Restatement (Third) of Torts: Apportionment Liab.* § 13 cmt. c (2000). But the critics recognize "a vicariously liable party is liable for the *entire comparative share of harm* assigned to the agent."

Id. (emphasis added); *accord Am. Home Assur. Co. v. Nat'l R.R. Passenger Corp.*, 908 So. 2d 459, 467 (Fla. 2005).

Defendants' discussion of these concepts is a much ado about nothing. The label used to describe vicarious liability is irrelevant. All agree—as Defendants' own caselaw states (AB 40–41)—that the vicariously liable party and the active tortfeasor "are jointly liable for all of the harm that the [active tortfeasor] has caused." *E.g., Grobman v. Posey*, 863 So. 2d 1230, 1235 (Fla. 4th DCA 2003). Section 733.710(1)'s protection of Mr. Morton's estate does not eliminate Plaintiffs' recovery from LBC and its insurers because section 733.710(1)'s text does not protect employers and insurers.

4. <u>Defendants mischaracterize the treatises.</u>

In addition to citing Florida caselaw, our brief cited a statement from a treatise—supported by four non-Florida cases—that an employee is not a necessary party in a vicarious liability action against the employer. IB54; 27 Am. Jur. 2d Employment § 378 n.4 (Aug. 2022 update). Defendants pick from the same treatise another statement—supported by a single Mississippi case—that this rule does not apply "when the statute of limitations expires as to the employee before suit was brought against the employer." AB41–42;

27 Am. Jur. 2d Employment § 378 n.6 (citing *Sykes v. Home Health Care Affiliates, Inc.*, 125 So. 3d 107, 110 (Miss. Ct. App. 2013)). Defendants' cherry-picked statement was *dictum* from Mississippi caselaw. *Sykes*, 125 So. 3d at 110 (citing *Lowery v. Statewide Healthcare Serv., Inc.,* 585 So.2d 778, 779–80 (Miss.1991)). Recently, Mississippi's high court held that caselaw does not "mandate[] that [the principal] be dismissed because [the plaintiff's] lawsuit against [the agent] was untimely." *Methodist Healthcare-Olive Branch Hosp. v. McNutt*, 323 So. 3d 1051, 1053 (Miss. 2021).

Defendants cherry pick from another treatise a statement—supported by a single Tennessee case—that a plaintiff may not sue a vicariously liable party when the agent is, among things, "immune from suit." C.J.S. *Agency* § 523 n. 3 (citing *Abshure v. Methodist Healthcare-Memphis Hosps.*, 325 S.W.3d 98, 106 (Tenn. 2010)). In the cited case, the court allowed the plaintiffs to pursue their vicarious liability claims against the principal (a hospital)—though the statute of repose had extinguished their claims against the agent (a physician). *Abshure*, 325 S.W.3d at 112. The Tennessee statute of repose applied generally to "malpractice actions" and was not limited, like section 733.710(1), to specifically named parties. *See* Tenn.

Code. Ann. § 29-26-116 (2000). The Tennessee case is of no value.

Finally, relying on another treatise we cited, Defendants note that, in "some states," owners are indispensable parties in auto collision cases. AB43. The treatise identifies two such states, and Florida isn't one of them. Mary Kay Kane, *Federal Practice and Procedure* § 1623 n.11 (3d ed. April 2022).

5. **LBC's insurers may not seek subrogation or indemnity from the estate.**

Defendants argue that, but for section 733.710(1), LBC normally could seek indemnity from Mr. Morton's estate. AB44–45. Defendants are mistaken. Because of section 733.702(2), (4)(b), Plaintiffs must limit their claims to LBC's insurance. IB3. Mr. Morton is an insured employee/driver. IB2. Thus, as matter of law, LBC's insurers may not seek subrogation or indemnity from Mr. Morton or his estate. *Canal Ins. Co. v. Hartford Ins. Co.*, 415 So. 2d 1295, 1299 (Fla. 1st DCA 1982)("Hartford could [not] obtain subrogation in an indemnity action against…the driver of the tractor and trailer."); 16 *Couch on Insurance* § 224:13 n.2 ("[A]n automobile liability insurer is not entitled to subrogation against an omnibus insured.").

E. This Court should not apply the common-law exoneration rule.

Defendants spend 14 pages on the common-law exoneration rule. AB46–60. But they never address our best argument: "The question of statutory interpretation…should be decided without resort to the common law.…[T]he common-law exoneration rule is irrelevant because [section 733.710(1)'s] text does not exonerate LBC and its insurers." IB59. If the Court agrees, it can disregard Defendants' arguments.

If the Court chooses to address the common-law rule, we rest on our prior arguments. IB60–65; *see also* FJA Amicus Br. 14–22. We reply with two points.

First, Defendants cite cases recognizing a principal is shielded from liability when his agent's actions are "privileged" (i.e., privilege to defame). AB51. But section 733.710 does not grant Mr. Morton or his estate a "privilege" to crash a vehicle into Plaintiffs. Instead, as Defendants suggest, section 733.710(1) grants the estate and its proxies "immunity" from liability for untimely claims. AB24, 26, 30, 51, 60, 63. That immunity is not transferrable to LBC and its insurers. *See May*, 77 So. at 472; *supra* ¶ B at 7–8.

Second, Defendants cite cases recognizing an agent's statute-of-limitations defense is transferable to the principal. AB52–55. But Defendants fail to recognize—in all their arguments—that the statutory text matters. Florida's statute of limitations directs when "actions…shall be commenced" without any limitation as to a particular defendant. § 95.11, Fla. Stat. (2022). If that statute was limited to a particular defendant (*e.g.* "actions *against the estate* shall be commenced"), then the question of statutory interpretation would differ immensely. Words matter. Section 733.710(1) has words that the statute of limitations doesn't have.

F. Plaintiffs rest on their arguments.

The initial, amicus, and reply briefs address Defendants' part F (AB60–65).

CONCLUSION

Section 733.710's text does not protect LBC and its insurers. The Court should quash the decision below and remand.

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CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that the foregoing document complies with the word count limitation of Rule 9.210, Florida Rules of Appellate Procedure, in that it contains 4,000 words (including words in headings, footnotes, and quotations), according to the word-processing system used to prepare this document. This document also complies with the line spacing, type size, and typeface requirements of Rule 9.045, Florida Rules of Appellate Procedure.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically filed via the Florida Courts E-Filing Portal on August 19, 2022, and an electronic copy has been furnished to the following counsel of record:

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