IN THE SUPREME COURT OF FLORIDA

Case No.: SC11-133
L.T. Case No. 1D10-2459
L.T. Case No. 2009-CA-3926

JEFFREY H. ATWATER,

Appellant,

vs.

FREDERICK W. KORTUM,

Appellee.

AMICUS CURIAE BRIEF OF FLORIDA PROPERTY AND CASUALTY ASSOCIATION IN SUPPORT OF APPELLANT

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INTRODUCTION

Amicus Curiae, the Florida Property and Casualty Association ("FPCA"), through undersigned counsel, submits this amicus brief in support of Appellant Jeffrey H. Atwater, in his capacity as Chief Financial Officer and head of the Department of Financial Services for the State of Florida ("Appellant Atwater"). On May 7, 2010, Leon County Court Judge James O. Shelfer ruled that Section 626.854(6), Florida Statutes (the "Statute"), limiting the contact a public adjuster may have with an insured/claimant during the forty-eight (48) hours immediately following the occurrence of an event that may be the subject of a claim under the insurance policy, is constitutional. (R. Vol. 5, pp. 864-870). On December 29, 2010, the First District Court of Appeal reversed the trial court and held the Statute unconstitutional. (R.1). This appeal followed.

Appellant urges this Court to reverse the District Court and adopt the analysis of the trial court, as that court correctly determined that the appropriate review was to be conducted under the factors set forth in *United States v. O'Brien*, 391 U.S. 367 (1968), applicable to regulations affecting conduct. The trial court specifically held that the Statute only restricts face-to-face and telephonic solicitation by a public adjuster of an insured who has sustained a loss for the forty-eight (48) hours immediately following the triggering event, that no other form of contact is prohibited during the forty-eight (48) hours, and no limit on

contact exists after expiration of the forty-eight (48) hours. Having made those findings, the trial court ruled that the Statute serves a legitimate governmental purpose in limiting conduct, and is narrowly drawn for that purpose. It is respectfully submitted that the trial court's ruling was correct.

However, the District Court erroneously analyzed the Statute under the standards set forth in *Central Hudson Gas & Electric Corporation v. Public Services Commission of New York*, 447 U.S. 557 (1980), applicable to restrictions on commercial speech. Even if the District Court and Appellee are correct that *Central Hudson* provides the appropriate standard, the Statute still survives on a constitutional basis.

Notwithstanding the District Court's opinion to the contrary, the role of a public adjuster is not unlike that of a lawyer, and cases analyzing the constitutionality of similar regulations on the legal profession are most applicable to the instant facts. A public adjuster is presumably representing the interests of a client in a stressful and vulnerable time. A public adjuster shares in the recovery of a client, just as a lawyer may in a contingency case, and the public adjuster is entrusted to interact with third-parties on behalf of the client. Often times, the public adjuster receives the funds related to any claim and is responsible for disbursement. A public adjuster has a fiduciary duty to a client, just as a lawyer does. Therefore, the case law upholding regulations of lawyer conduct and

limitations on commercial speech are controlling.

The Florida Legislature has recognized the influential role public adjusters play in the insurance industry, and the resulting opportunity for fraud within the system. Therefore, with support of even the National Association of Public Adjusters and the Florida Association of Public Adjusters, additional regulations on the conduct of public adjusters have been introduced and continue to be pursued through legislative change. In 2009 alone, there were 275 complaints received by the Department of Financial Services relating to public adjusters, of which 166 cases were opened, and 248 public adjuster referrals to the Florida Division of Insurance Fraud, of which 230 were opened for further investigation. *See* The Florida Senate Committee on Banking and Insurance, *Issue Brief 2011-203*, October 2010, attached as Appendix Exhibit 1. Public adjusters can serve a useful purpose when functioning within certain guidelines and limitations; however, absent these controls, the area is wrought with fraud and misconduct, often times left undetected or difficult to prove. This Statute is necessary to protect the public.

INTEREST OF AMICUS

The Florida Property & Casualty Association (FPCA) is an industry trade group comprised of Florida-based insurance companies that write either automobile or homeowner policies. Established in 1997, the organization's mission is to foster and promote a healthy, competitive insurance market in the State of

Florida. Through its lobbying and communications teams, FPCA works to educate Florida lawmakers, government regulators and consumers on issues and policies that affect property and casualty insurance. The FPCA is also a leading source for timely information on insurance legislation and regulation.

Focused on representing the interests of Florida-based carriers, the FPCA advocates on behalf of its member companies with the Florida Legislature, Florida Office of Insurance Regulation (FOIR), the Governor's office and the Florida Cabinet. The FPCA provides a dialogue with government to discuss how particular legislation and regulation affect its members and the insurance market as a whole. The FPCA takes a proactive approach to creating and maintaining a stable and competitive marketplace for both insurers and consumers alike.

The FPCA's Homeowners Division is an association comprised of Florida licensed writers of homeowner's insurance. The Homeowners Division consists of sixteen (16) domestic insurers that collectively represent approximately 40% of all homeowners insurance written in Florida. As such, the FPCA and its membership have an interest in issues pertaining to the interpretation of statutes governing public adjusters and other laws, statutes or provisions affecting homeowner policies and claims.

The present case is significant in that it concerns the issue of whether a public adjuster may contact an insured within the forty-eight (48) hour period

immediately following a triggering event. Based on the potential for large numbers of fraudulent claims filed in the State of Florida (often times undetected or difficult to prove), as well as the higher overall time spent and payout amount on claims when a public adjuster is involved, the FPCA has an interest in the existence and interpretation of these statutes.

SUMMARY OF THE ARGUMENT

As a result of the limited nature of conduct restricted by the Statute, the fact that the Statute seeks only to temporarily restrict certain conduct of a public adjuster in a very limited manner and does not attempt to regulate the content of any public adjuster's speech, it is clear that the proper analysis of the Statute is application of the standards set forth in *O'Brien*, *supra*.

The Statute meets the *O'Brien* test for regulations that incidentally limit speech where the governmental interest is not the suppression of free expression, but the promotion of ethical behavior by public adjusters and the protection of the privacy interests of individuals who have just experienced a disaster.

In the event this Court determines that the Statute regulates commercial speech and should be analyzed instead under *Central Hudson, supra*, the statute still withstands the inquiry. The brevity of the temporal limitation on the conduct in question, together with the permissiveness of written or electronic means of solicitation by public adjusters, and the provision for an insured/claimant to initiate

contact with a public adjuster, demonstrates that the Statute has been narrowly drawn to accomplish its objectives.

The Statute at issue clearly survives under either analysis and the District Court erred in reversing the trial court's order appropriately upholding its constitutionality.

ARGUMENT

I. THE STATUTE REGULATES CONDUCT, NOT SPEECH, AND IS CONSTITUTIONAL UNDER THE ANALYSIS REQUIRED BY *O'BRIEN*.

The Statute states as follows:

> A public adjuster may not directly or indirectly through any other person or entity initiate contact or engage in face-to-face or telephonic solicitation or enter into a contract with any insured or claimant under an insurance policy until at least 48 hours after the occurrence of an event that may be the subject of a claim under the insurance policy unless contact is initiated by the insured or claimant.

The Statute merely regulates specified personal contact with an insured during the forty-eight (48) hours immediately following a triggering event (i.e., an event that may be the subject of a claim under the insurance policy, typically some sort of disaster). The Statute does not regulate or restrict contact initiated by a public adjuster after the expiration of the forty-eight (48) hours. The Statute does not regulate or restrict contact initiated by an insured/claimant at any time. The Statute does not regulate or restrict contact initiated by written or electronic means at any time. The Statute does not regulate or restrict the actual content of any

speech exchanged between the public adjuster and the insured/claimant. Thus, a public adjuster is permitted to solicit insureds/claimants within forty-eight (48) hours via electronic or written means, and may engage in solicitation during the forty-eight (48) hours if contact is initiated by the insured/claimant. Therefore, it is the conduct of public adjusters, and not their speech, that is being regulated by the Statute for the extremely limited period of forty-eight (48) hours.

Moreover, the Statute does not seek to regulate the stated conduct because of any message expressed by public adjusters as to the value or advisability of their professional services, nor is there any contention that the speech of public adjusters is related to an unlawful activity or is inherently misleading. The Statute does not seek to suppress the content of any speech by public adjusters. In fact, Appellee's own witnesses testified that neither of them had changed the content of their speech regarding solicitation of contracts because of the Statute. (Tr. Vol. 1, pp. 98-100; Vol. 2, pp. 175-76). The Statute merely seeks to slightly regulate the conduct of a public adjuster during the first forty-eight (48) hours following a disaster experienced by an insured/claimant.

The U.S. Supreme Court has held "that when 'speech' and 'nonspeech' elements are combined in the same course of conduct, a sufficiently important governmental interest in regulating the nonspeech element can justify incidental limitations on First Amendment freedoms." *United States v. O'Brien*, 391 U.S.

367, 376 (1968). As discussed above, the primary effect of the Statute is to temporarily restrict some narrowly tailored conduct of public adjusters. Therefore, as correctly determined by the trial court and inappropriately rejected by the District Court, analysis of the Statute under the *O'Brien* factors is appropriate.

The *O'Brien* Court explained that a government regulation is sufficiently justified and constitutional if it is within the constitutional powers of the government, if the regulation furthers an important or substantial government interest, if the governmental interest is unrelated to the suppression of free expression, and if the incidental restriction on alleged First Amendment freedoms is no greater than is essential to the furtherance of the governmental interest. *Id.* at 376.

A. The *O'Brien* Factors

1. A government regulation is sufficiently justified and constitutional if it is within the constitutional powers of the government.

Regulation of the insurance industry is undeniably within the powers of the government, and it has not been suggested otherwise. The legislature has always regulated the insurance industry and requires that insurance companies, agents, and adjusters be licensed and monitored by the state in the conduct of their profession. Moreover, the industry is already one of the most heavily regulated because of the importance and strong public interest in this area.

2. A government regulation is sufficiently justified and constitutional if it furthers an important or substantial government interest.

Even Appellee and the District Court acknowledged that the interests served by the Statute (to ensure more ethical behavior and ensure the privacy of insureds/claimants) are substantial, and therefore this factor is not at issue. (R.1, p. 8; District Court "Initial Brief of Appellant, Frederick W. Kortum," p. 26).

By way of further explanation, it has been recognized that the state has a general interest in protecting consumers and regulating commercial transactions. *Ohralik v. Ohio State Bar Assoc.*, 436 U.S. 447, 460 (1978). In addition, the state bears a special responsibility for maintaining standards among members of the licensed professions. *Id.* In fact, the government has a substantial interest in the promotion of ethical conduct on the part of those professionals who practice within a state's boundaries, and the protection of the privacy of its citizens, particularly after the occurrence of a disaster. *Edenfield v. Fane*, 507 U.S. 761, 769 (1993); *Florida Bar v. Went For It, Inc.*, 515 U.S. 618, 625 (1995).

The Statute is in the furtherance of a public adjuster's ethical responsibilities and the privacy interests of persons who have just experienced a disaster, both of which are recognized, legitimate governmental interests. The Statute is designed to prevent the possibility that a public adjuster take advantage of traumatized persons who are dealing with the aftermath of a disaster. Having to deal with a potentially aggressive public adjuster during that period immediately after a

disaster is an undue burden on an insured/claimant and only adds to the stresses attendant to such circumstances. The Statute promotes the ethical behavior of public adjusters, and regulates conduct that is considered unethical. This is a recognized substantial governmental interest. *Edenfield v. Fane,* 507 U.S. 761 (1993); *Florida Bar v. Went For It, Inc*., 515 U.S. 618.

The Statute also protects the privacy of persons who have just suffered a disaster. This is a time when one is most vulnerable and open to the relief of others offering advice and comfort. However, the confusion in such times does not lend to sound decision-making and clarity on the part of those affected. The privacy needed cannot be obtained in the face of solicitations from public adjusters. Thus, it is not the speech, but the conduct of public adjusters relative to an individual's need for privacy in the face of a crisis that is being regulated. The protection of an individual's privacy during such times is a recognized substantial governmental interest. *Florida Bar v. Went For It, Inc*., 515 U.S. 618 (1995).

3. A government regulation is sufficiently justified and constitutional if the governmental interest is unrelated to the suppression of free expression.

The Fourth District Court of Appeal recognized the distinction set forth in *O'Brien* concerning the importance of whether a statute aimed to restrict speech or conduct, and ultimately conducted an *O'Brien* analysis after determining that the statute at issue in that case was directed at specified conduct. *State v. Conforti*,

688 So.2d 350 (Fla. 4th DCA 1997). The exact conduct at issue in *Conforti* was dissimilar to that in the instant case; however, the inquiry is into whether a statute seeks to restrict mostly conduct or speech, and not into the type of conduct for *O'Brien* applicability purposes.

The *Conforti* court observed that "[i]f a statute does not restrict conduct because of the message it expresses, if it is aimed at the 'noncommunicative impact of an act,' then the law is 'content neutral." *Id.* at 354. The law is constitutional even as applied to expressive conduct, so long as it does not unduly constrict the flow of information and ideas. *Id.* In other words, it is necessary to determine whether the statute seeks to restrict the message expressed within the conduct. If, as in this case, it does not seek to restrict the message expressed within the conduct, it is content neutral. Therefore, the Statute is content neutral on its face as applied to Appellee, as well as other public adjusters.

4. A government regulation is sufficiently justified and constitutional if the incidental restriction on alleged First Amendment freedoms is no greater than is essential to the furtherance of the governmental interest.

The constitutional validity of reasonable time, place, and/or manner regulations on commercial speech that serve a significant governmental interest has been upheld. *Consolidated Edison Company of New York, Inc., v. Public Service Commission of New York*, 447 U.S. 530 (1980). It is only when the content of the speech is being regulated that the government's regulation must be subjected

to careful scrutiny review rather than the rational relationship standard. *Id.* at 537. In this case, not only is the content of any speech unaffected, but it is only conduct that is being regulated in any event.

Therefore, the Statute meets the *O'Brien* test for regulations that incidentally limit speech where the governmental interest is not the suppression of free expression, but the promotion of ethical behavior by public adjusters and the protection of the privacy interests of individuals who have just experienced a disaster. In addition, the brevity of the temporal limitation on the conduct in question, together with the allowance for written or electronic means of solicitation by public adjusters, and the provision for an insured/claimant to initiate contact with a public adjuster, demonstrates that the Statute has been narrowly drawn to accomplish its objectives.

II. EVEN IF THE STATUTE DID RESTRICT COMMERCIAL SPEECH AS OPPOSED TO ONLY CONDUCT, IT STILL PASSES THE TESTS OF *CENTRAL HUDSON*.

The District Court erroneously conducted its analysis under the factors enumerated in *Central Hudson, supra*. However, cases utilizing *Central Hudson* examine statutes that limit commercial speech, not conduct, in a manner that requires application of a higher level of scrutiny analysis under the First Amendment. Thus, the instant Statute regulating conduct is unlike the regulations examined in *Central Hudson*, which imposed a complete ban on all written

advertising, and is dissimilar from those cases applying the *Central Hudson* standard. The Statute is narrowly tailored, permits both written and electronic modes of communication, allows for contact initiated by the insured, is limited in the temporal existence of the ban, and is the regulation of conduct where the effect on free commercial speech is merely incidental. Therefore, the Statute is constitutional pursuant to *O'Brien, supra*.

However, in the event this Court determines that the Statute regulates commercial speech and should be analyzed under *Central Hudson*, the Statute still withstands the inquiry. Commercial speech is expression related solely to the economic interests of the speaker and its audience. *Central Hudson*, 447 U.S. at 561 (citing *Virginia Pharmacy Board v. Virginia Citizens Consumer Council*, 425 U.S. 748, 762 (1976)). The Constitution affords a lesser protection to commercial speech than to other constitutionally guaranteed expression. *Central Hudson*, 447 U.S. at 563 (citing *Ohralik v. Ohio State Bar Assn.*, 436 U.S. 447, 456-57 (1978)).

A. The *Central Hudson* Factors

1. Is the expression protected by the First Amendment?

At the outset, it must be determined whether the expression is protected by the First Amendment. For commercial speech to come within that provision, it at least must concern lawful activity and not be misleading. *Central Hudson*, 447 U.S. at 566. For purposes of this portion of the argument, we will assume,

arguendo, that the regulation at issue restricts commercial speech (as opposed to conduct). We will also assume, *arguendo*, that the "commercial speech" concerns lawful activity and is not misleading.

2. Is the asserted governmental interest substantial?

Again, Appellee and the District Court agree that the interests served by the Statute (to ensure more ethical behavior and ensure the privacy of insureds/claimants) are substantial, and therefore this factor is not at issue. (R.1, p.8; District Court "Initial Brief of Appellant, Frederick W. Kortum," p. 26).

The analysis of whether the governmental interest is substantial is identical to the analysis under *O'Brien*. Therefore, the argument presented previously on pages 6-7 is hereby adopted and incorporated by reference.

3. Does the regulation directly advance the governmental interest asserted?

The governmental interest in promoting ethical behavior and protecting the privacy of insureds/claimants in the immediate wake of a disaster are directly advanced by the statute at issue. The District Court held that the Statute satisfied this prong of the Central Hudson test.

> Contrary to Kortum's argument, this is not a situation of imaginary or unjustified harms. Protecting citizens that have suffered a traumatizing loss from intrusive unsolicited contact by public adjusters by granting them a brief period of breathing room furthers the governmental interest asserted. Further, the statute was supported by a legislative study, statistical data and anecdotal evidence.

(R.1, pp. 9-10)

There is an immediate connection between the limited regulations and the interests served.

> On various occasions we have accepted the proposition that 'States have a compelling interest in the practice of professions within their boundaries, and … as part of their power to protect the public health, safety, and other valid interests they have broad power to establish standards for licensing practitioners and regulating the practice of professions.' Our precedents leave no room for doubt that 'the protection of potential clients' privacy is a substantial state interest.' In other contexts, we have consistently recognized that '[t]he State's interest in protecting the well-being, tranquility, and privacy of the home is certainly of the highest order in a free and civilized society.' Indeed, we have noted that 'a special benefit of the privacy all citizens enjoy within their own walls, which the State may legislate to protect, is an ability to avoid intrusions.'

Florida Bar v. Went For It, Inc., 515 U.S. 618, 625 (1995) (internal citations omitted).

The Court, in *Went For It*, was addressing a ban on direct mail solicitation by lawyers under certain circumstances. Contrary to the opinion of the District Court, the role of a public adjuster is most akin to that of a lawyer, and the cases analyzing the constitutionality of regulations on the legal profession are most applicable to the instant facts. A public adjuster is presumably representing the interests of a client in a stressful and vulnerable time. A public adjuster shares in the recovery of a client, just as a lawyer may in a contingency case, and the public adjuster is entrusted to interact with third-parties on behalf of the client. Often times, the public adjuster receives the funds related to any claim and is responsible

for disbursement. A public adjuster has a fiduciary duty to a client, just as a lawyer does.

> The substantive evils of solicitation have been stated over the years in sweeping terms: stirring up litigation, assertion of fraudulent claims, debasing the legal profession, and potential harm to the solicited client in the form of overreaching, overcharging, underrepresentation, and misrepresentation.

Ohralik v. Ohio State Bar Assn., 436 U.S. 447 (1978). All of these evils equally apply to solicitation by a public adjuster – an individual who often time shields an insured from even the company that is processing an insured's claim for property damage. The Statute does not provide for an unlimited and blanket ban on personal solicitation, but only for the first forty-eight hours following a triggering event.

In *Edenfield v. Fane*, 507 U.S. 761 (1993), the Court held that a complete ban on direct, in-person solicitations of potential clients by certified public accountants is inconsistent with the free speech guarantees of the First and Fourteenth Amendments. However, the Court explicitly distinguished an accountant, who is trained in a way that emphasizes independence and objectivity rather than advocacy, from a lawyer, who is trained in the art of persuasion. *Id.* at 775-76. The Court also distinguished the fact that a lawyer may be soliciting an unsophisticated, injured or distressed lay person, while an accountant's prospective business client is typically more sophisticated. *Id.* This analysis comports with

commonsense and easily translates to the public adjuster arena. It is indisputable that a public adjuster is intended to be an advocate for the client, and that solicitation would most often be of the type of clientele solicited by the lawyers contemplated in *Ohralik*, *supra*, as opposed to the accountants contemplated in *Edenfield*. The Court understood that accountant solicitation in the business context is not "inherently conducive to overreaching and other forms of misconduct." *Id.* at 774. On the other hand, similar to the legal arena, public adjusters are in a position that more readily lends itself to (often undetectable) misconduct.

Notwithstanding the limited amount of empirical data currently available (understandably, considering the relatively recent nature of the massive increase in public adjuster activity), it is clear that misconduct on the part of public adjusters is not uncommon even given the difficulty in detecting and proving such occurrences. For example, several public adjusting companies are under investigation for fraudulent activities. *See*, *Sink v. East Coast Public Adjusters, Inc.*, 35 Fla. L. Weekly D1681b (Fla. 3d DCA July 28, 2010). In addition, reform legislation has been introduced as the misconduct of some public adjusters became more obvious after an increase in the number storms (and resulting claims) affecting the State of Florida. *See, e.g.*, Adjusting to change: pending Florida legislation will change how public adjusters conduct business, *Best's Review*, May

1, 2008, attached as Appendix Exhibit 2. The exact number of incidents of misconduct is unknown, but the problem is undeniable. *See, e.g.*, CFO Atwater Announces Sentencing of Miami Public Adjuster for Pocketing $360,000 from 82 Clients, Press Release from CFO Atwater, attached as Appendix Exhibit 8; State to Crackdown On Shady Public Adjusters, *CBS4 publication*, CBS broadcasting, August 7, 2007, attached as Appendix Exhibit 3; Report of Chief Financial Officer Tom Gallagher, Volume 3 Number 30, July 24, 2006, attached as Appendix Exhibit 4; Report of Chief Financial Officer Tom Gallagher, Volume 1 Number 39, September 27, 2004, attached as Appendix Exhibit 5; North Miami Beach insurance adjuster accused of fraud, *The Miami Herald* online, June 8, 2010, attached as Appendix Exhibit 6; CFO Sink Announces Third Arrest of Public Adjuster for Preying on Seniors, *Press Release* from CFO Alex Sink, October 16, 2009, attached as Appendix Exhibit 7.

4. Is the regulation not more extensive than is necessary to serve the interest asserted?

The constitutional validity of reasonable time, place, and/or manner regulations on commercial speech that serve a significant governmental interest has been upheld. *Consolidated Edison Company of New York, Inc., v. Public Service Commission of New York*, 447 U.S. 530 (1980).

The governmental interest in connection with the Statute is not the suppression of free expression, but the promotion of ethical behavior by public

adjusters and the protection of the privacy interests of individuals who have just experienced a disaster. Moreover, the brevity of the temporal limitation on the conduct in question, together with the permissiveness of written or electronic means of solicitation by public adjusters, and the provision for an insured/claimant to initiate contact with a public adjuster, demonstrates that the Statute has been narrowly drawn to accomplish its objectives.

The District Court's attempt to rewrite and interpret the Statute in a manner that would render it unconstitutional was a legally impermissible exercise of discretion. In fact, the District Court had a duty to read the Statute in a manner rendering it constitutional unless it was clearly erroneous to do so. *State v. Giorgetti*, 868 So.2d 512, 518 (Fla. 2004). Choosing to read into the Statute a prohibition on telephonic and electronic contact by public adjusters that does not exist runs afoul to that duty and to well-established rules of statutory construction. *See, e.g.*, *State v. Goode*, 830 So.2d 817 (Fla. 2002); *Jones v. ETS of New Orleans, Inc.*, 793 So.2d 912 (Fla. 2001).

CONCLUSION

The Statute is intended to protect Florida citizens in the immediate aftermath of a traumatizing event, and the interests of the citizens experiencing such distress should be paramount. For all of the above reasons, the Florida Property and Casualty Association respectfully submits that the order on review be reversed. To

hold otherwise would support the invalidation of a sound law designed to protect the public.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the above and foregoing has been provided by United States mail to Wilbur E. Brewton, Esq., Brewton Plante, P.A., Co-Counsel for Kortum, 225 South Adams Street, Suite 250, Tallahassee, FL 32301; Talbot D'Alemberte, Esq., D'Alemberte & Palmer, PLLC, Co-Counsel for Kortum, P.O. Box 10029, Tallahassee, FL 32302; Cynthia Tunnicliff, Esq. and Ashley P. Mayer, Esq., P.O. Box 10095, Tallahassee, FL 32302; and Michael H. Davidson, Esq, Counsel for Atwater, 200 E. Gaines Street, 612 Larson Building, Tallahassee, FL 32399 this 31st day of March 2011.

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CERTIFICATE OF COMPLIANCE

WE HEREBY CERTIFY that this brief complies with the font standards in Rule 9.210, Florida Rules of Appellate Procedure. This Brief utilizes Times New Roman 14 point font.

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