Filing # 13955914 Electronically Filed 05/21/2014 05:52:30 PM

RECEIVED, 5/21/2014 18:18:40, John A. Tomasino, Clerk, Supreme Court

IN THE SUPREME COURT OF FLORIDA

Case No. SC14-185

CITIZENS PROPERTY INSURANCE CORPORATION,

Petitioner,

L.T. Case No. 1D13-1951

vs.

PERDIDO SUN CONDOMINIUM ASSOCIATION, INC.,

Respondent.
_____/

ON DISCRETIONARY REVIEW OF A DECISION
OF THE FIRST DISTRICT COURT OF APPEAL

INITIAL BRIEF OF PETITIONER, CITIZENS PROPERTY INSURANCE CORPORATION

Kara Berard Rockenbach
METHE & ROCKENBACH, P.A.
1555 Palm Beach Lakes Blvd., Ste. 1200
West Palm Beach, Florida 33401
Telephone: (561) 727-3600
Facsimile: (561) 727-3601

Raoul G. Cantero
David P. Draigh
Ryan A. Ulloa
WHITE & CASE LLP
Southeast Financial Center
200 S. Biscayne Blvd., Ste. 4900
Miami, Florida 33131-2352
Telephone: (305) 371-2700
Facsimile: (305) 358-5744

Co-Counsel for Petitioner,
Citizens Property Insurance Corporation

TABLE OF CONTENTS

PAGE

TABLE OF CITATIONS

PAGE

CASES

STATUTES AND RULES

OTHER AUTHORITY

STATEMENT OF THE CASE AND FACTS

At issue in this appeal is whether section 627.351, Florida Statutes (2009), which grants immunity from suit to Citizens Property Insurance Corporation ("Citizens") with only five listed exceptions, immunizes Citizens from a first-party claim under section 624.155(1)(b)1, Florida Statutes (2009) ("Subsection (1)(b)1 Claim(s)"), which is *not* among those five exceptions.

As this Court has held, first-party Subsection (1)(b)1 Claims, which did not exist at common law, "are actually statutory bad-faith claims that must be brought under section 624.155 of the Florida Statutes." *QBE Ins. Corp. v. Chalfonte Condo. Apartment Ass'n*, 94 So. 3d 541, 549 (Fla. 2012). This Court also has held that, under Section 624.155(1)(b)1, the "same obligations of good faith that existed for insurers dealing with their insureds in the third-party context"—claims long considered to be in the nature of contract, not tort—"were extended by statute to the first-party context." *Macola v. Gov't Emps. Ins. Co.*, 953 So. 2d 451, 456 (Fla. 2006). Therefore, Plaintiff alleged only one claim, for "Violation of § 624.155 Florida Statutes."

The First DCA acknowledged that Subsection (1)(b)1 Claims are not among the five listed exceptions to Citizens' immunity. Nevertheless, it held that Plaintiff's first-party Subsection (1)(b)1 Claim falls under the "willful tort" exception to Citizens' immunity, even though Plaintiff did not allege a tort claim,

and even though Plaintiff's first-party Subsection (1)(b)1 Claim is purely a statutory claim that was not even a tort at common law.

The following facts are taken from the complaint, the order granting Citizens' motion to dismiss, and the First DCA's January 23, 2014 opinion (the "Opinion"), which are included in the attached appendix.

A. Nature of the Case and Course of Proceedings

Petitioner, Citizens, is a government entity created by statute to "increase the availability of affordable property insurance" in Florida. § 627.351(6)(a)1, Fla. Stat. (2009). Respondent, Perdido Sun Condominium Association ("Perdido"), is a condominium association that was insured under a windstorm policy issued by Citizens (A. 2).[1]

Perdido filed a claim with Citizens for damage caused by Hurricane Ivan (A. 3-4). Unsatisfied with Citizens' payment on the claim, Perdido demanded appraisal under the policy (A. 5-6). When Citizens rejected Perdido's demand, Perdido sued for breach of its insurance contract (A. 7). Perdido was awarded over $5.6 million (A. 7, 10). The judgment was affirmed. *Citizens Prop. Ins. Corp. v. Perdido Sun Condo. Ass'n*, 22 So. 3d 71 (Fla. 1st DCA 2009).

Perdido then filed this first-party action, alleging one count for "Violation of § 624.155 Florida Statutes," based on its claim that Citizens did not attempt to

[1] "A. #" refers to the page number of the appendix.

settle Perdido's claims in good faith (A. 1-13). Citizens moved to dismiss the Subsection (1)(b)1 Claim, showing that it was immune under section 627.351(6)(s)1, Florida Statutes (R. 2:238-43). The trial court granted the motion and dismissed the action with prejudice, "on the grounds that under its enabling statute, section 627.351(6)(s)[1], Citizens is sovereignly and statutorily immune from bad faith actions brought under section 624.155[(1)(b)1], Florida Statutes" (A. 14). The court relied on *Citizens Property Insurance Corp. v. Garfinkel*, 25 So. 3d 62 (Fla. 5th DCA 2009), *disapproved on other grounds*, *Citizens Property Insurance Corp. v. San Perdido Ass'n*, 104 So. 3d 344 (Fla. 2012), and Judge Wetherell's dissenting opinion in *Citizens Property Insurance Corp. v. San Perdido*, 46 So. 3d 1051 (Fla. 1st DCA 2010) (A. 14).

B. Disposition in the First DCA

The First DCA reversed the order granting dismissal. The court acknowledged that the listed exceptions to Citizens' immunity under section 627.351 do not include Subsection (1)(b)1 Claims, and that section 627.351 does not define "willful tort." *Perdido Sun Condo. Ass'n v. Citizens Prop. Ins. Corp.*, 129 So. 3d 1210, 1212 (Fla. 1st DCA 2014). The court also acknowledged that section 627.041(7) defines "willful" as being done "'with actual knowledge or belief that such an act or omission constitutes such violation and with specific intent nevertheless to commit such act or omission.'" *Id.* (quoting § 627.041(7),

Fla. Stat.). The court observed that a "tort" is "'[a] civil wrong, other than a breach of contract, for which a remedy may be obtained, usu[ally] in the form of damages[, or] a breach of duty that the law imposes on persons who stand in a particular relation to one another,'" and a "willful tort" is "'a tort committed by someone acting with general or specific intent.'" *Id.* (alteration omitted) (quoting *Black's Law Dictionary* 1526, 1527 (8th ed. 2004)).

But the court did not then analyze whether a Subsection (1)(b)1 Claim is a willful tort. Instead, the court observed that Citizens' enabling statute imposes a duty on Citizens to handle its policyholders' "'claims carefully, timely, diligently, and in good faith,'" and that a "breach of this duty falls under the broad definition of 'tort.'" *Id.* at 1212, 1213 (quoting § 627.351(6)(s)2, Fla. Stat.). Without citing any authority, the court concluded that, "[i]n light of the definitions of 'willful' and 'tort,' . . . the 'willful tort' exception to Citizens' immunity from suit allows Citizens[] to be sued for the statutory civil remedy provided in section 624.155[(1)](b)[1]." *Id.* at 1213.

The court also certified conflict with the Fifth DCA's decision in *Garfinkel*, 25 So. 3d 62, "[t]o the extent that" it "expressly and directly conflicts with" the Opinion. *Id.* In addition, "in light of Citizens' status as a government entity serving the compelling public purpose described in its enabling statute," the First DCA certified to this Court a question of great public importance: "Whether the

immunity of Citizens Property Insurance Corporation, as provided in section 627.351(6)(s)[1], Florida Statutes, shields the corporation from suit under the cause of action created by section 624.155(1)(b), Florida Statutes for not attempting in good faith to settle claims?" *Id.*

C. Standard of Review

"This Court . . . review[s] decisions resolving motions to dismiss under a de novo standard where those motions are based on a claim that no legal cause of action exists as alleged in the complaint." *Fla. Dep't of Corr. v. Abril*, 969 So. 2d 201, 204 (Fla. 2007).

SUMMARY OF ARGUMENT

Under the plain language of 627.351(6)(s)1, Citizens is immune from suit with only five listed exceptions; a Subsection (1)(b)1 Claim is not one of them. The First DCA erred in reading a sixth exception into the statute. The Opinion implies that a Subsection (1)(b)1 Claim is a "willful tort," which is one of the five exceptions to Citizens' immunity. But the Opinion merely holds that such claims fall within the broad definition of "tort"; it did not analyze or explain how such claims are *willful* torts. They are not. Indeed, section 624.155(1)(b)1 codified third-party bad-faith claims—which Florida has long recognized as claims based on contract—and created first-party claims, which are purely statutory claims that did not exist before section 624.155 was enacted. Accordingly, Plaintiff's sole

count is for "Violation of § 624.155 Florida Statutes," and the word "tort" does not appear in the Complaint. In short, Subsection (1)(b)1 Claims are not even torts, much less "willful" torts. As this Court has held, "willful" or "intentional" torts involve conduct that is substantially certain to cause an injury. The Opinion also would expose Citizens to liability that the Legislature—which rejected an amendment that would have subjected Citizens to Subsection (1)(b)1 Claims—did not intend, and would reduce its ability to efficiently increase the availability of windstorm insurance to Floridians, as well as Citizens' ability to pay its policyholders' claims. The Opinion should be reversed.

ARGUMENT

This case presents an issue of statutory construction. "When construing a statute, this Court attempts to give effect to the Legislature's intent, looking first to the actual language used in the statute and its plain meaning." *Trinidad v. Fla. Peninsula Ins. Co.*, 121 So. 3d 433, 439 (Fla. 2013). Indeed, "[w]hen a statute's language is plain and unambiguous, there can be no resort to statutory construction. This Court does not question the wisdom of a statute but instead applies the statute according to the Legislature's direction." *Metro. Cas. Ins. Co. v. Tepper*, 2 So. 3d 209, 213 (Fla. 2009) (citation omitted).

As we show below, under the plain terms of section 627.351, (I) Citizens is immune from Subsection (1)(b)1 Claims because they are not a listed exception to

Citizens' immunity; (II) Subsection (1)(b)1 Claims are not "willful torts"; and (III) the Legislature did not intend for Citizens to be subject to such claims, which would reduce Citizens' ability to pay other policyholders.

I. CITIZENS IS IMMUNE FROM SUIT UNDER SECTION 627.351 WITH ONLY FIVE EXCEPTIONS, AND SUBSECTION (1)(B)1 CLAIMS ARE NOT AMONG THEM

As this Court has emphasized, "waiver of immunity statutes are to be strictly construed" because the "immunity of the sovereign is a part of the public policy of the state" and serves as a "protection . . . against profligate encroachments on the public treasury." *Spangler v. Fla. State Tpk. Auth.*, 106 So. 2d 421, 424 (Fla. 1958) (internal quotation marks omitted). Indeed, statutes purporting to waive sovereign immunity "must be clear and unequivocal. Waiver will not be reached as a product of inference or implication." *Id.* And this Court has held that, where a statute sets forth exceptions, no other exceptions may be implied. *Dobbs v. Sea Isle Hotel*, 56 So. 2d 341, 342 (Fla. 1952) (finding that, where the "legislature made one exception to the precise language of the statute," if it had "intended to establish other exceptions it would have done so clearly and unequivocally").

Section 627.351 clearly provides that "[t]here shall be no liability on the part of, and no cause of action of any nature shall arise against" Citizens, subject only to five listed exceptions. § 627.351(6)(s)1, Fla. Stat. (2009). Subsection (1)(b)1 Claims are not on the list. In fact, the First DCA acknowledged the "absence of a

specific reference to the statutory cause of action provided by section 624.155 among the listed exceptions." *Perdido Sun Condo. Ass'n*, 129 So. 3d at 1212. And as the Fifth DCA held in *Garfinkel*, "[w]hen the Legislature set forth five exceptions to its grant of sovereign immunity, it intended for there to be only five exceptions." 25 So. 3d at 65.

Nevertheless, the Opinion is based, in part, on the First DCA's finding that Perdido has a claim against Citizens because section 627.351(6)(s)2 "imposes upon Citizens a duty to handle its insured's claims in good faith." *Perdido Sun Condo. Ass'n*, 129 So. 3d at 1212-13. But even assuming, without conceding, that section 627.351(6)(s)2 creates such a duty, section 627.351(6)(s)1 makes Citizens immune from such a claim. Indeed, section 627.351(6)(s)1 expressly grants immunity to Citizens for "any action taken by [it] in the performance of [its] duties or responsibilities *under this subsection*," § 627.351(6)(s)1, Fla. Stat. (2009) (emphasis supplied), and there is no question that section 627.351*(6)(s)2*—the purported source of the duty—is, like section 627.351*(6)(s)1*, part of subsection 627.351*(6)(s)*.

Because the statute is clear, the Court need not look to legislative history. But if it did, that history confirms that the Legislature intended only five exceptions to Citizens' immunity. A proposed bill addressing various portions of Citizens' enabling statute would have amended the statute to provide that Citizens

"shall remain subject to all remedies available against an insurer." Fla. HB 7077, Engrossed 2, § 10 (2007) (proposed amendment to § 627.351(6)(a)1, Fla. Stat.). Senate Bill 2498—the version that was enacted—*omitted* the phrase that Citizens "shall remain subject to all remedies available against an insurer." *See* Fla. CS for SB 2498, 3rd Engrossed, § 11 (2007) (proposed amendment to § 627.351(6)(a)1, Fla. Stat.); Ch. 2007-90, § 11, at 1097-98, Laws of Fla. (amending § 627.351(6)(a)1, Fla. Stat.).

Under the plain terms of section 627.351(6)(s), Citizens is immune from Subsection (1)(b)1 Claims because such claims are not among the five listed exceptions to Citizens' immunity.

II. SUBSECTION (1)(B)1 CLAIMS ARE NOT "WILLFUL TORTS"

Section 627.351(6)(s)1 provides that Citizens is not immune for "any willful tort." § 627.351(6)(s)1.a, Fla. Stat. (2009). "Willful tort" is not defined in chapter 627, and when the "legislature has not defined the words used in a phrase, the language should usually be given its plain and ordinary meaning." *Bortell v. White Mountains Ins. Grp.*, 2 So. 3d 1041, 1045 (Fla. 4th DCA 2009) (internal quotation marks omitted). This Court has defined "intentional tort"—which is synonymous with "willful tort," *Black's Law Dictionary* 1630, 1527 (8th ed. 2004)—as "one in which the actor exhibits a deliberate intent to injure or engages in conduct which is substantially certain to result in injury or death." *D'Amario v. Ford Motor Co.*,

806 So. 2d 424, 438 (Fla. 2001), *superseded by statute on other grounds*, Ch. 2011-215, Laws of Fla. "Where a reasonable man would believe that a particular result was *substantially certain* to follow, he will be held in the eyes of the law as though he had intended it. However, the knowledge and appreciation of a *risk*, short of substantial certainty, is not the equivalent of intent." *Id.* (alteration and internal quotation marks omitted; emphasis in original).

Violations of section 624.155(1)(b)1 are not such a "willful tort." Indeed, before section 624.155(1)(b) was enacted, in the first-party insurance context (relevant here) Subsection (1)(b)1 Claims did not even exist. As this Court has observed, there was "no first-party action by an insured for bad faith in Florida at common law." *State Farm Mut. Auto. Ins. Co. v. Laforet*, 658 So. 2d 55, 58-59 (Fla. 1995); *see also QBE Ins. Corp.*, 94 So. 3d at 549 (holding that "first-party claims are actually statutory bad-faith claims that must be brought under section 624.155 of the Florida Statutes"). The "only relief available on the first party claim was a cause of action for breach of contract, unless the insured could allege an independent tort such as fraud or intentional infliction of emotional distress." *Greene v. Well Care HMO, Inc.*, 778 So. 2d 1037, 1042 (Fla. 4th DCA 2001).

As this Court also has observed, section 624.155(1)(b)1 both "created a statutory first-party bad-faith cause of action and codified prior decisions authorizing a third party to bring a bad-faith action under the common law." *QBE*

Ins. Corp., 94 So. 3d at 546. The statute did not create any new common-law claims, however, because it expressly "shall not be construed to create a common-law cause of action." § 624.155(8), Fla. Stat. (2009). It has long been held that third-party claims "sound[] in contract." *Swamy v. Caduceus Self Ins. Fund, Inc.*, 648 So. 2d 758, 760 (Fla. 1st DCA 1994); *see also Nationwide Mut. Ins. Co. v. McNulty*, 229 So. 2d 585, 586 (Fla. 1969) (finding that the fact that "proofs offered to establish an insurer's bad faith . . . may include . . . an act of negligence will not take the cause of action out of the contract category"). And section 624.155(1)(b)1 merely "extended" by statutory enactment "the same obligations of good faith that existed for insurers dealing with their insureds in the third-party context . . . to the first-party context." *Macola*, 953 So. 2d at 456; *see also QBE Ins. Corp.*, 94 So. 3d at 546 ("Since the statute's enactment, both federal and Florida courts have found that section 624.155 extends bad-faith actions to the first-party context."). Thus, first-party Subsection (1)(b)1 Claims are purely statutory claims that did not exist at common law and have never been a tort. Indeed, Plaintiff's only count is for "Violation of § 624.155 Florida Statutes," and the word "tort" does not appear in the Complaint. Affirming the Opinion, which holds that the "willful tort" exception allows Citizens to be sued for the "statutory civil remedy provided in section 624.155[(1)](b)"—which includes *both* first-party and third-party claims—would turn established law on its head.

The plain terms of section 624.155 also make it clear that a violation of subsection (1)(b)1 is not a "willful" tort. Such claims—in which the court determines whether there was a departure from a good-faith standard—plainly cannot be included among "willful" torts, which are defined by a tortfeasor's "deliberate intent to injure" or by conduct which is substantially certain to result in injury. *See D'Amario*, 806 So. 2d at 438. *Cf. Marshall v. Amerisys, Inc.*, 943 So. 2d 276, 279-80 (Fla. 3d DCA 2006) (holding that "minor delays in payments, and conduct amounting to simple bad faith in claim handling procedures" of a worker's compensation claim "are captured within the statutory immunity" afforded to worker's compensation plans and do not "rise to the level of a separate and independent intentional tort") (alteration, citations, and internal quotation marks omitted).

Willful torts, on the other hand, expressly require proof of intentional conduct that goes well beyond mere departure from a good-faith standard. For example, fraud requires proof of "the maker's knowledge that the representation is false[and] an intention that the representation induces another's reliance." *See Wadlington v. Cont'l Med. Servs., Inc.*, 907 So. 2d 631, 632 (Fla. 4th DCA 2005) (internal quotation marks omitted). Intentional infliction of emotional distress requires proof that "the wrongdoer's conduct was intentional or reckless, *i.e.*, he intended his behavior when he knew or should have known that emotional distress

would likely result." *See State Farm Mut. Auto. Ins. Co. v. Novotny*, 657 So. 2d 1210, 1212 (Fla. 5th DCA 1995). And tortious interference with a contractual or business relationship requires proof of "an intentional and unjustified interference with [a business] relationship by [a] defendant." *See Gossard v. Adia Servs., Inc.*, 723 So. 2d 182, 184 (Fla. 1998) (internal quotation marks omitted); *see also Fla. Power & Light Co. v. Fleitas*, 488 So. 2d 148, 151 (Fla. 3d DCA 1986) (finding no cause of action existed for "interference with a contractual or advantageous business relationship which is only negligently or consequentially effected") (alteration and internal quotation marks omitted). In short, such intentional torts, unlike Section 624.155 (1)(b)1 Claims, require conduct that exhibits a deliberate intent to injure, or a substantial certainty of an ensuing injury.

The Opinion does not even address whether a violation of section 624.155(1)(b)1 is a "willful" tort, and does not conclude that such a violation is, in fact, a "willful tort." Rather, the district court merely stated that a Subsection (1)(b)1 Claim "falls under the broad definition of 'tort,'" then concludes that the "'willful tort' exception to Citizens' immunity from suit allows Citizens[] to be sued for the statutory civil remedy provided in section 624.155[(1)](b)[1]." *Perdido Sun Condo. Ass'n*, 129 So. 3d at 1213. The First DCA's ruling—that Subsection (1)(b)1 Claims fall under the "willful tort" exception to Citizens' immunity because such claims are "torts"—improperly renders the term "willful"

mere surplusage. *See Bennett v. St. Vincent's Med. Ctr., Inc.*, 71 So. 3d 828, 841 (Fla. 2011) (holding that courts should avoid readings of a statute that would render a word meaningless).

Moreover, a "well established principle of statutory construction is that words and phrases having well-defined meanings in the common law are interpreted as having the same meanings when used in statutes dealing with the same or similar subject matter." *Jackson v. State*, 736 So. 2d 77, 83 (Fla. 4th DCA 1999); *see also Lee v. CSX Transp., Inc.*, 958 So. 2d 578, 581 (Fla. 2d DCA 2007) (same). Thus, "tort" in section 627.351(6)(s)1.a must be given its common-law meaning. As shown above, a Section 624.155 (1)(b)1 Claim was not even a tort at common law. Therefore, it cannot be a "willful tort" under section 627.351(6)(s)1.a. As *Garfinkel* found, a Section 624.155 (1)(b)1 Claim "cannot be wedged into the statutory exception for willful torts because it is not a tort of any variety." 25 So. 3d at 68-69.

III. SUBJECTING CITIZENS TO SUBSECTION (1)(B)1 CLAIMS WOULD REDUCE THE FUNDS AVAILABLE TO PAY INSUREDS' CLAIMS FOR PROPERTY DAMAGE

The Legislature created Citizens to address the "compelling public interest and . . . public purpose . . . in assuring that property in the state is insured and that it is insured at affordable rates so as to facilitate the remediation, reconstruction, and replacement of damaged or destroyed property." § 627.351(6)(a)1, Fla. Stat.

(2009). Citizens "shall strive to increase the availability of affordable property insurance in this state, while achieving efficiencies and economies, and while providing service to policyholders, applicants, and agents which is no less than the quality generally provided in the voluntary market, for the achievement of the foregoing public purposes." *Id.*

The Opinion would expose Citizens to claims from which, as other courts have held, it is immune, and would therefore subject a governmental entity to litigation expense and additional damages exposure that would ultimately be borne by Florida taxpayers. The courts have articulated strong reasons why protecting Citizens from first-party actions is the better rule—for example, that allowing such claims against Citizens is "unsound policy" because subjecting Citizens to Subsection (1)(b)1 Claims of policy holders who have already recovered for the losses insured by Citizens "will only serve to reduce the financial resources available to Citizens to pay claims of other policyholders." *San Perdido Ass'n*, 46 So. 3d at 1056 (Wetherell, J., dissenting). That is particularly true where Citizens' enabling statute provides that it is "essential" that Citizens "have the maximum financial resources to pay claims." § 627.351(6)(a)1, Fla. Stat. (2009). Indeed, "because Citizens is a governmental entity (and not a private insurance company), the taxpayers will ultimately bear the burden of paying claims that Citizens is unable to pay." *San Perdido Ass'n*, 46 So. 3d at 1056 (Wetherell, J., dissenting).

Moreover, affirming Citizens' immunity from Subsection (1)(b)1 Claims would not put it beyond oversight. Citizens' enabling statute contains many other provisions that protect insureds. Citizens' board of governors is appointed by the Governor, Chief Financial Officer, Senate President, and House Speaker. § 627.351(6)(c)4.a, Fla. Stat. (2009). Citizens' plan of operation must be approved by the Financial Services Commission. § 627.351(6)(a)2, Fla. Stat. (2009). Citizens' board and senior managers are subject to the code of ethics for public officers and employees, and all employees and board members are subject to the "no gift" law. § 627.351(6)(d)3, (6)(d)4, Fla. Stat. (2009). Florida's sunshine and public records laws apply to Citizens, § 627.351(6)(j), (6)(x), Fla. Stat. (2009), and Citizens is subject to an annual review by the Office of the Internal Auditor, § 627.351(6)(i)1, Fla. Stat. (2009). The Office of the Internal Auditor's final reports must be submitted to the board of governors, the executive director, the Financial Services Commission, the President of the Senate, and the Speaker of the House of Representatives. § 627.351(6)(i)2, Fla. Stat. (2009). These provisions show the deliberate balance the Legislature struck between enabling Citizens to achieve its policy objectives and protecting the interests of Citizens' policyholders. The Opinion would disrupt that legislative determination.

CONCLUSION

For the reasons stated above, the Court should reverse the Opinion of the First DCA and answer the certified question "yes."

Dated: May 21, 2014

Respectfully submitted,

WHITE & CASE LLP

s/Raoul G. Cantero

Kara Berard Rockenbach
Florida Bar No. 0044903
METHE & ROCKENBACH, P.A.
1555 Palm Beach Lakes Blvd.,Ste. 1200
West Palm Beach, Florida 33134
Telephone: (561) 727-3600
Facsimile: (561) 727-3601
E-mail: kbrock@flacivillaw.com

Raoul G. Cantero
Florida Bar No. 552356
David P. Draigh
Florida Bar No. 624268
Ryan A. Ulloa
Florida Bar No. 84757
Southeast Financial Center
200 S. Biscayne Blvd., Suite 4900
Miami, Florida 33131-2352
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
E-mail: rcantero@whitecase.com
E-mail: ddraigh@whitecase.com
E-mail: ryan.ulloa@whitecase.com

Co-Counsel for Petitioner,
Citizens Property Insurance Corporation

CERTIFICATE OF SERVICE

I CERTIFY that on May 21, 2014, a copy of this brief was filed with the Court and was served on the same day by e-mail upon the following:

Richard M. Beckish, Jr.
Liberis Law Firm, P.A.
212 West Intendencia Street
Pensacola, Florida 32502
Telephone: (850) 438-9647
Facsimile: (850) 433-5409
E-mail: rbeckish@liberislaw.com
E-mail: gthompson@ liberislaw.com
E-mail: admin@liberislaw.com

Counsel for Respondent Perdido Sun Condominium Association, Inc.

Mark L. Zientz
Law Offices of Mark L. Zientz, P.A.
9130 South Dadeland Boulevard
Suite 1619
Miami, Florida 33156
Telephone: (305) 670-6275
Facsimile: (305) 670-6588
E-mail: mark.zientz@mzlaw.com

Counsel for Florida Workers' Advocates, Amicus Curiae in support of Respondent

s/ Raoul G. Cantero
Raoul G. Cantero

CERTIFICATE OF COMPLIANCE

I CERTIFY that the foregoing brief complies with the font requirement of Florida Rule of Appellate Procedure 9.210(a)(2) and is submitted in Times New Roman 14-point font.

s/Raoul G. Cantero
Raoul G. Cantero