IN THE SUPREME COURT OF FLORIDA

ORLANDO NOA,

Petitioner,

vs.

FLORIDA INSURANCE GUARANTY ASSOCIATION,

Respondent.
_____/

Supreme Court Case No.: SC17-738

Lower Tribunal Case No(s).:
3D16-1367; 132011CA012182000001

JURISDICTIONAL BRIEF OF PETITIONER

On Discretionary Conflict Review Article V, Section 3(b)(3), Florida Constitution

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Florida Statutes

Florida Rules of Appellate Procedure

STATEMENT OF THE CASE AND THE FACTS

Introduction

This matter arises out of Plaintiff Orlando Noa's ("Plaintiff") Motion to Compel Appraisal of his claim for Ordinance & Law. Plaintiff seeks appraisal to recover benefits under the additional coverage of "Ordinance & Law" in his homeowner's insurance policy because the "Ordinance & Law" coverage was specifically excluded from being appraised when Plaintiff's claim originally went to appraisal. Identical to the plaintiff/homeowner in *Jossfolk v. United Prop. & Cas. Ins. Co.*, 110 So. 3d 110 (Fla. 4th DCA 2013), Plaintiff's original appraisal award specifically, and on its face, excluded "Ordinance & Law" as "not appraised." The "Ordinance & Law" amount can be ascertained with specificity because it directly arises from the excess amount the elderly homeowner was forced to incur out of pocket to comply with the Miami-Dade County Building Department code requirements. The appraisal panel's scope of repairs mandated replacement of the roof under said code.

After Plaintiff filed his Motion to Compel Appraisal for the pending "Ordinance and Law" amount, Defendant Florida Insurance Guaranty Association ("FIGA"), rather than appraise the outstanding issue, sought to reopen the entire appraisal process. The trial court elected to deny both parties' requests regarding appraisal. Plaintiff subsequently appealed the trial court's order on the basis that it directly contradicted the holding in *Jossfolk*. The Third District Court of Appeal

opinion affirmed the trial court's ruling on the erroneous basis that the appraisal panel presumptively incorporated additional coverages such as "Law & Ordinance" in determining the amount of the loss. *See Noa v. Fla. Ins. Guar. Ass'n*, 2017 WL 1076922 at *2-3 (Fla. 3d DCA Mar. 22, 2017). This contradicts the analysis and holding of *Jossfolk*, wherein the Fourth District Court of Appeal held that "Ordinance & Law" was not included in the original appraisal because (1) the award stated "Ordinance & Law" was "not appraised" and (2) that "Ordinance & Law" was properly excluded from the original appraisal proceeding because it had not yet been "incurred". *Jossfolk*, 110 So. 3d at 113. This Court properly exercises its jurisdiction in this matter to resolve the conflict between the Third and Fourth Districts.

The Claim and Litigation

This lawsuit concerns Plaintiff's attempt to recover benefits due to him pursuant to a homeowner's insurance policy initially with Citizens Property Insurance Corporation ("Citizens"). Under the terms of the policy, Citizens agreed to provide insurance coverage to Plaintiff against certain losses. On or about June 29, 2005, First Home Insurance Company ("First Home") assumed coverage under the Citizens policy. First Home then issued policy number RJH02817069 (the "Policy") in place of the policy originally issued by Citizens.

The damaged property is located at 9221 SW 122nd Avenue, Miami, FL 33186 (the "Property"). On or about October 24, 2005, while the Policy was in full

force and effect, the Property sustained a covered loss because of Hurricane Wilma. First Home acknowledged coverage for the claim and assigned an insurance adjuster to adjust the loss. On December 6, 2005, First Home wrongfully advised Plaintiff that the Hurricane Wilma damages did not exceed the Policy deductible of $4,392.00, thereby damaging Plaintiff in terms of hindering repair and eventually forcing him to expend monies in hiring a public adjusting professional and Steadfast Engineering.

On June 29, 2009, Plaintiff had his roof re-inspected, learned he had been underpaid by First Home, re-opened his claim, and submitted a Sworn Statement in Proof of Loss in support of his re-opened claim for damages to his Property. First Home improperly "rejected"[1] the Sworn Statement in Proof of Loss and invoked the appraisal provision contained in the Policy.

The claim went to appraisal in or about April 2010 and resulted in an award to Plaintiff of $17,602.10 for Hurricane Wilma damage to his home, approximately four times more than the deductible ("Appraisal Award"). The umpire properly discharged his duties pursuant to the rules set out by this Honorable Court in *Johnson v. Nationwide*, 828 So.2d 1021 (Fla. 2002) ([T]he appraisers are to inspect the property and sort out how much is to be paid on account of a covered peril....[i]n

[1] A common extracontractual tactic employed by carriers. The policy in the instant matter does not contain a mechanism for rejecting a "sworn proof of loss."

doing so, they are to exclude payment for "a cause not covered such as normal wear and tear, dry rot, or various other designated, excluded causes."). The umpire's estimate identified 120 broken roof tiles. The umpire's estimate **did not include** the actual square footage of the roof tile repair; however, the umpire allotted approximately 1,200 square feet of roofing underlayment plywood and 3,488 square feet of roofing paint.[2]

The face of the appraisal award evidences certain coverages that were specifically **"not appraised"**: (1) Ordinance & Law[3]; (2) Auxiliary Private Structures ("APS"); (3) Contents; and (4) Alternative Living Expenses ("ALE"). The umpire and insurer's appraiser signed the Appraisal Award. Plaintiff's appraiser did not sign the Appraisal Award. Prior to the appraisal, as in *Jossfolk*, Plaintiff's adjuster had requested the entire roof be replaced in his initial damage estimate[4],

[2] The logical inference is that the panel identified 120 damaged tiles (where each one foot by one foot replacement tile would require the lifting of eight surrounding tiles, for approximately a nine square foot repair per tile), over a sparse area, requiring 1200 feet of underlayment plywood, followed by roof paint to match.

[3] "Ordinance & Law" coverage was explained in *Citizens Prop. Ins. Corp. v. Mallet*, 7 So. 3d 552, 554 n.1. (Fla. 1st DCA 2009):

[L]aw and ordinance coverage under the policy provides reimbursement for up to 25% of dwelling policy limits for increased repairs and replacement costs incurred by the insured to comply with the requirements of the applicable laws and ordinances regulating the construction or repair of property. *See, e.g.*, § 627.7011(1)(b), Fla. Stat. (2004).

[4] As industry standard, would require, the public adjuster's estimate did contain the square footage of required repairs. Oddly, the umpire's estimate and the Defendant's

dated June 29, 2009, which was provided to the appraisal panel prior to appraisal being concluded. The public adjuster also turned over a professional engineer's report, signed and sealed by Jack Samuelson of Steadfast Engineering Group, dated February 3, 2010, which stated the roof damages where more than 30% - said report displayed photographs from every elevation of the roof, proving lifted and damaged tiles throughout the entire roof system.

After the Appraisal Award, Plaintiff attempted to perform the necessary allotted repairs to his roof. Plaintiff hired Perfect Roofing & Services, Inc. ("Perfect Roofing"), a Florida licensed roofer, to effectuate the repairs. As required by law, on May 6, 2010[5], Plaintiff, through Perfect Roofing, applied to the Miami-Dade County Building Department to perform the needed repairs. The application was signed and sworn to by Plaintiff and Billy Turner, owner of Perfect Roofing, before a notary. The Miami-Dade County Building department denied the application because the Florida Building Code required Plaintiff to replace his entire roof in the event a repair exceeds twenty-five percent (25%) of the surface roof area, as seen in

original 2005 estimate all contained square footage and linear footage totals for all other areas, except for the roof.

[5] At $8,700.00, the estimated "value of work" to be performed presented to the Miami Dade County Building Department was less than the amount allotted by the appraisal panel as seen in the award's accompanying estimate for repair. Said appraisal estimate did not contain a square footage number or percentage.

the Miami Dade County Building department "Disapproval Remarks" dated May 10, 2010.

On May 27, 2010, Perfect Roofing applied for a second permit to replace the entire roof, in compliance with the Florida Building Code, in the amount of $26,000.00[6]. As in *Jossfolk*, the tiles in place on Plaintiff's roof were no longer available[7]. Therefore, in addition to compliance with the 25% requirement under the Miami-Dade County Building Code, Plaintiff would be required to replace, and First Home would be required to provide coverage for, all the tiles for the separate reason – the tiles would not match one another as required by Florida Statute. *See* § 626.9744(2), Fla. Stat (2017).

Plaintiff made a supplemental claim to First Home under the "Ordinance & Law" provision in the Policy based on the additional coverage necessary to comply with the Miami-Dade County Building Department requirements. In response, at some point after June 30, 2010, First Home – **not the independent umpire** – "did the calculation" and sent an undated letter explaining their position that because the roof only needed 120 tiles replaced out of the 3,400 square feet of the roof, this

[6] $26,000.00 for the roof replacement, minus the $9,810.85 (plus tax, overhead and profit over on same) paid for the roof repairs, constitutes the entirety of Plaintiff's request for an "Ordinance and Law" appraisal.

[7] Plaintiff presented a November 4, 2009 letter from "The Old Havana Tile Company" contained in his Steadfast Engineering Group report stating the tiles were no longer necessary.

meant only three percent (3%) of the roof needed replacement. **This improper determination by Defendant that only 3% of the roof was affected was made months after the appraisal award, and with no evidence of the independent umpire's input.** First Home improperly denied Plaintiff's request for Ordinance & Law coverage by making the bad faith argument that the initial determinations made at appraisal for Coverage A were binding and final, including Ordinance & Law, even though it was "**not appraised**" pursuant to the express terms of the Appraisal Award. As such, Plaintiff brought the instant lawsuit.

During litigation, First Home became insolvent and on October 23, 2012, FIGA was substituted in as the party defendant due to the insolvency and the receivership. Rather than expeditiously resolving Plaintiff's claim, FIGA adopted the same improper position as First Home and has affirmatively denied Plaintiff's claim. FIGA has set forth several frivolous affirmative defenses. FIGA asserts, contrary to the very face of the document, that the original Appraisal Award allegedly included Ordinance & Law. It asserts the defenses of satisfaction and accord; election of remedies; and set-off, among others. It also asserts the coverage defense of failure to mitigate. However, Plaintiff has paid out of pocket to replace his roof and now seeks reimbursement pursuant to the "Ordinance & Law" coverage in policy. Further, FIGA's failure to mitigate has been indisputably waived because FIGA does not contest that Plaintiff complied with *all post-loss obligations*. It

affirmatively answered "**Yes**" in response to the interrogatory regarding all post-loss obligations being complied with prior to suit.

Plaintiff filed his Motion to Compel Appraisal to achieve the finality leftover from the initial award. In support of his motion, Plaintiff's appraiser attested the entire roof required replacement at the time of the appraisal and that "Ordinance & Law" was "not appraised" so that it could be considered later, if necessary. Plaintiff's appraiser further attested that the 120 damaged roof tiles were spread about the roofing system and that the Miami-Dade County Building Code required replacement of the entire roof.

Instead of agreeing to proceed to a paper appraisal on "Ordinance & Law", FIGA filed "Defendant Florida Insurance Guarantee Association's Motion to Re-Open Appraisal" in response to Plaintiff's Motion to Compel Appraisal. FIGA took the position that "Ordinance & Law" could not be appraised. FIGA further took the position that if "Ordinance & Law" is appraised, then the whole original six-year old Appraisal Award should be vacated and reopened. *Id.* The motion to reopen appraisal was set at the same time as the Plaintiff's Motion to Compel Appraisal.

On May 23, 2016, the trial court held a hearing on both motions. FIGA argued that the trial court should reopen the Appraisal Award and send it back to the original umpire or, alternatively, that the original award allegedly incorporated the Ordinance & Law even though on its face it did not. Even though FIGA held record evidence

of the Miami-Dade Building Department's refusal to issue a permit due to greater than 25% damage to the roof, FIGA's counsel misrepresented the necessary repairs to the roof claiming that "only 3% of the roof was damaged due to the need to replace 120 tiles on a 3,400 square foot roof." FIGA conveniently failed to consider the tiles being spread out over the entire roof, the need to fix the additional areas around them or the inability to obtain a roofing permit.

On the other hand, Plaintiff correctly argued that the appraisal could not be reopened as a matter of law.[8] Further, the Fourth District's holding in *Jossfolk* was directly applicable to this matter and Plaintiff has a right to an appraisal on "Ordinance & Law" coverage. Perfect Roofing and Plaintiff's Appraiser's testimony revealed that the tiles were spread out over the entire roof and the repair method required more that 25% of the roof need to be replaced. As a result, the Miami-Dade County Building Department required a full replacement of the roof, at which point, Plaintiff's Ordinance and Law coverage became vested and was a viable claim to FIGA. Plaintiff has now incurred all the costs of replacing his roof and all that is necessary is a paper appraisal. The trial court denied the Motion to Compel Appraisal and the Motion to Reopen.

The Appeal

[8] *See Cassara v. Wofford*, 55 So. 2d 102, 105-6 (Fla. 1957); *J.J.F. of Palm Beach v. State Farm*, 634 So. 2d 1089, 1090 (Fla. 4th DCA 1994).

The matter was fully brief and the panel in the Third District had the opportunity to follow the holding in *Jossfolk*, 110 So. 3d 110 that is "on all fours" with the facts in this matter. In *Jossfolk*, a homeowner suffered a loss to his property because of Hurricane Wilma. *Id.* at 111. The homeowner reported the claim to his insurance company, United Property & Casualty Insurance Company, who subsequently inspected the property, acknowledged coverage, and issued underpayment for the loss. *Id.* Because the homeowner disputed the amount of the claim, the parties went to appraisal. *Id.* The umpire awarded, among other areas of damage, the removal and replacement of two squares of concrete tile roof, or 220 square feet. *Id.* at 112. The appraisal award stated, on its face, that "Ordinance and Law" was **"not appraised."** *Id.* (emphasis added).

The homeowner embarked on repairs. *Id.* The homeowner's contractor applied for a roofing repair permit wherein the contractor claimed that 1359 square feet, or approximately 34%, of the roof needed repair. *Id.* The City of Weston rejected the roofing repair permit because the required repairs exceeded 25% of the total roof area, mandating a full roof replacement under the operative building code. *Id.* Because compliance with the applicable building code required additional money, the plaintiff requested United acknowledge coverage for the entire roof repair under the "Ordinance and Law" coverage of the policy. *Id.* United refused. *Id.* As a result, the homeowner brought an action for declaratory relief wherein he

sought a ruling that United must participate in an appraisal for "Ordinance and Law". *Id.* United moved for summary judgment on the basis that the appraisal award specifically excluded "Ordinance and Law" and thus the homeowner was not entitled to appraisal. *Id.* The trial court granted United's motion. *Id.*

On appeal, the Fourth District held that "Ordinance and Law" is not recoverable until it is incurred and thus could not have been appraised at the time of the original appraisal. *Id.* at 113. The appraisal award clearly indicated that "Ordinance and Law" was **not** included in the original appraisal award as the award stated "Ordinance and Law" was "not appraised." *Id.* Pursuant to the Supreme Court of Florida's holding in *Ceballo v. Citizens Prop. Ins. Corp.*, 967 So. 2d 811 (Fla. 2007), the appraisers properly excluded a determination of "Ordinance and Law" because it had not yet been "incurred". *Id.* The homeowner had not incurred or become liable for any additional expense until the City of Weston required compliance with current ordinances at the time in order to complete repairs. *Id.*

The Fourth District also addressed United's argument that Ordinance & Law was not implicated because the appraisers allowed for only two square feet of tile replacement, which was considerably less than the 25% of total area which would trigger the City's requirement that the entire roof be replaced to current ordinance standards. *Id.* at 113. United's argument was rejected. The Fourth District also reviewed an affidavit of the homeowner's general contractor stating that the City

would require replacement because the original roof tiles were no longer made and could not be replaced. *Id.*

In this matter, the Third District was faced with a factual scenario nearly identical to that found in *Jossfolk*. However, the Third District affirmed the trial court's ruling on the basis that the appraisal process necessarily considered and included Ordinance & Law coverage, despite the face of the Appraisal Award[9] evidencing that Ordinance & Law was "not appraised". *Noa v. Fla. Ins. Guar. Ass'n*, 2017 WL 1076922 at *2-3 (Fla. 3d DCA Mar. 22, 2017). The Third District distinguished *Noa* based on the United's failure in *Jossfolk* to raise an "under 25%" roof replacement argument in the insurer's motion for summary judgment. *Id.* at *3. The Third District further distinguished *Noa* from this Court's opinion in *Ceballo v. Citizens Property Insurance Corp.*, 967 So. 2d 811 (Fla. 2007), a case relied upon as "determinative" in *Jossfolk*, on the basis that *Ceballo* centered on whether Florida's Valued Policy Law (VPL) required the insured to demonstrate an incurred loss before payment could be required for ordinance and law coverage, and Noa's case did not involve a total loss or the VPL and a request for a full roof repair had been previously submitted to the appraisal panel. *Id.*

[9] The award further stated "[a]ward is subject to all terms and conditions of the Policy," where "Ordinance and Law" is clearly a term of the Policy.

The conflict between the Fourth District and Third District is clear: where the Third District effectively holds that the appraisal process disposes of *all* considerations that could affect the amount of loss, the Fourth District acknowledges that certain matters are necessarily not included in the appraisal process due to their inability to be considered at the time the appraisal occurs and do not become operative until the expenses like Ordinance & Law are "incurred." The following Chart reveals the cases to be the same with different outcomes.

Jossfolk v. United Prop. & Cas. Ins. Co.	*Noa v. Fla. Ins. Guar. Ass'n*
Hurricane Wilma damage to roof.	Hurricane Wilma damage to roof.
Insurance company acknowledges coverage and issues underpayment.	Insurance company acknowledges coverage and issues underpayment.
Insured invokes appraisal to determine amount of loss.	Insured invokes appraisal to determine amount of loss.
Insured put entire roof replacement at issue prior to appraisal award being issued.	Insured put entire roof replacement at issue prior to appraisal award being issued.
Insurer and insurance company enter appraisal process. Neutral appraiser is selected.	Insurer and insurance company enter appraisal process. Neutral appraiser is selected.
Neutral umpire allows for removal and replacement of two (2) "squares" of concrete tile roof (220 square feet) in appraisal award. • This amount was far less than 25% of Jossfolk's roof. • Jossfolk's roof repairs did not reach the extent required in Noa.	Neutral umpire allows for removal and replacement of one-hundred and twenty (120) concrete roof tiles and approximately 1200 square feet of plywood underlayment. • Unlike industry standard requires, a square footage of repair was not calculated. • However, the 120 tiles were spread out (non-contiguous) throughout the roof because the umpire awarded 1200 square feet

	of plywood underlayment and 3488 square feet of roof paint to match the different repair tiles throughout the roof.
Appraisal award states that "Ordinance and Law" is **not appraised.**	Appraisal award states that "Ordinance and Law" is **not appraised.** • The award also subjected itself by its plain language to the Policy's Terms and Conditions – one of which being "Ordinance and Law" Coverage.
Insured applies to city for roofing repair permit to perform repairs to 1359 square feet of the roof.	Insured applies to Miami-Dade County for roofing repair permit to perform repairs to 1100 square feet of the roof.
City rejects request for roofing repair permit because 1359 square feet of the roof exceeds 25% of the total area of the roof, requiring replacement of the whole roof to conform with city code.	City rejects request for roofing repair permit because 1100 square feet of the roof exceeds 25% of the total area of the roof, requiring replacement of the whole roof to conform with Miami-Dade County.
Insured seeks coverage for "Ordinance and Law" from insurance company.	Insured seeks coverage for "Ordinance and Law" from insurance company.
Insurance company rejects coverage for "Ordinance and Law" because insurance company believes that the neutral umpire considered and rejected request.	Insurance company rejects coverage for "Ordinance and Law" improperly unilaterally determining only 3% of the roof needed replacement and because insurance company believes that the neutral umpire considered and rejected request.
Insured filed declaratory judgment action seeking a ruling that insurance company must participate in appraisal for "Ordinance and Law" coverage.	Insured filed declaratory judgment action seeking a ruling that insurance company must participate in appraisal for "Ordinance and Law" coverage.
Insurance company files motion for summary judgment based on the prior appraisal not including coverage for "Ordinance and Law".	Insurance company files motion for summary judgment based on the prior appraisal not including coverage for "Ordinance and Law".

	Insured filed motion to compel appraisal. Insurance company moved to re-open the entire appraisal.
Trial court grants insurance company's motion.	Trial court denied all motions and stated case would proceed to trial.
Insured appeals.	Insured appeals.
4th DCA finds that, based on face of the award, "Ordinance and Law" was "not appraised."	3d DCA finds that "not appraised" means the appraisal panel determined that "Ordinance and Law" was not awarded to the insured.
4th DCA relies on *Ceballo v. Citizens Prop. Ins. Corp.*, 967 So. 2d 811 (Fla. 2007), which holds that an insured had to show incurred expenses to recover under supplemental coverage for "Ordinance and Law".	3d DCA holds that determining "Ordinance and Law" is "baked into" the appraisers' and umpire's considerations based on their qualifications.
4th DCA cites to *Ceballo* to support proposition that "Ordinance and Law" is not recoverable until it is "incurred" and thus could not have been appraised at the time of the original appraisal. • The roof replacement was at issue prior to the appraisal award.	3d DCA reasons that to allow "Ordinance and Law" to be subsequently appraised lets a roofing contractor act as a "super-umpire" whose opinion supersedes the appraisal panel. • The roof replacement was at issue prior to the appraisal award.
4th DCA rejects insurance company's argument that the replacement of only two squares of concrete tile does not amount to 25% of the roof because it was not argued by the insurance company and insured offered a general contractor affidavit stating the city would require replacement because the original roof tiles were no longer made and could not be replaced.	3d DCA distinguishes *Jossfolk* on the basis that the insurance company in *Jossfolk* did not raise the "under 25%" roof replacement argument in the insurance company's motion for summary judgment. 3d DCA distinguishes *Ceballo* because the issue was whether Florida's Valued Policy Law required an insured to demonstrate an incurred loss before the insurance company would be required to pay "Ordinance and Law".
4th DCA had the same variables (damaged tiles and total roof square	3d DCA opinion repeatedly cites to the 3% calculation First Home offered that

footage) to perform calculation, but did not do so.	was not substantiated in any Appraisal Award documents.
4th DCA reverses summary judgment and remands for further proceedings to determine Ordinance & Law through appraisal.	3d DCA affirms the trial court order denying appraisal of Ordinance & Law.

There are additional considerations regarding the conflict between the Fourth District and Third District on this point of law. The duties of appraisers are specifically illustrated in *Johnson v. Nationwide*, 828 So. 2d 1021 (Fla. 2002) and its progeny. Simply put, where an insurer admits that there is a covered loss, but there is a disagreement as to the amount of loss, it for the appraisers to arrive at the amount. *Johnson*, 828 So. 2d at 1025. In doing so, the appraisers inspect the property and determine how much is to be paid on account of a covered peril. *Id.* This includes identifying causes of loss such as normal wear and tear, long-term, and other specifically excluded causes and excluding those portions of the claim as necessary. *Id.* However, *coverage* issues are solely for determination by the court. *Id.; see also Citizens Prop. Ins. Corp. v. Demetrescu*, 137 So. 3d 500, 502 (Fla. 4th DCA 2014). The division of labor is clear – appraisers are tasked with determining the amount of a covered loss while the trial court addresses all coverages issues. For the appraisal panel in *Noa* to consider "Ordinance & Law" would mean the panel *per se* acted outside the scope of its duties, and thus improperly determined coverage issues outside the scope of the initial appraisal.

Independent of the failure of the appraisal award to appraise "Ordinance and Law", the Third District in *Noa* has now bestowed additional responsibilities upon the appraisers not otherwise found in Florida law. Appraisers will now be expected to project "incurred" costs as opposed to those strictly pertaining to the amount to repair a loss. Similar to "Ordinance and Law," additional living expenses are generally paid for as incurred by the homeowner. Should appraisal completely foreclose an insured from pursuing any subsequent coverages arising from the claim, the holding in *Noa* would mandate that the insured is left "out in the cold" in the event unforeseen additional living expenses are required. This logic further extends to other portions of a policy that are not payable until "incurred". Appraisal should not and does not permanently extinguish an insured's rights to seek portions of coverage for a claim under an insurance policy when the need for same arises. Determining the amount of loss is properly separate and apart from the determination of whether additional coverages are triggered or incurred.

Conclusion

The Third District's opinion in this matter is in direct conflict with the Fourth District's opinion in *Jossfolk*. Plaintiff respectfully requests this Court invoke jurisdiction to resolve the conflict.

Dated: May 10, 2017.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via Electronic Correspondence: hklein@conroysimberg.com and eservicehwdappl@conroysimberg.com to: Hinda Klein, Esq., on this 10th day of May, 2017.

Respectfully submitted,

/s/ Paul B. Feltman

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CERTIFICATE OF COMPLIANCE

I certify that this Petition has been submitted in Times New Roman 14-point font, in compliance with Fla. R. App. P. 9.210(a)(2).

/s/ Paul B. Feltman
PAUL B. FELTMAN, ESQ.