

**IN THE DISTRICT COURT OF APPEAL OF FLORIDA,  
SIXTH DISTRICT**

MVP REALTY ASSOCIATES, LLC,

Appellant,

vs.

CLARK PEAR, LLC and CLARK  
JOHN PEAR,

Appellees.

**CASE NO. 6D2024-2404**

L.T. Case No. 2023-CA-000111

---

ON APPEAL FROM A NON-FINAL ORDER OF THE  
CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT IN AND  
FOR COLLIER COUNTY, FLORIDA

---

**APPELLANT'S AMENDED INITIAL BRIEF**

---

Nabil Joseph  
Florida Bar No. 1012159  
nabil@njlawflorida.com  
Danielle Crowley  
Florida Bar No. 1037776  
Danielle@njlawflorida.com  
NJ LAW PLLC  
4501 Tamiami Trl. N., Ste 419  
Naples, FL 34103  
Tel: (239) 920-5228  
Fax: (239) 920-5289

*Co-Counsel for Appellant*

John I. Silverfield  
Florida Bar No. 94501  
jsilverfield@HolmesFraser.com  
Ian T. Holmes  
Florida Bar No. 44193  
iholmes@HolmesFraser.com  
HOLMES FRASER, P.A.  
711 5th Avenue South, Ste 200  
Naples, Florida 34102  
Tel: (239) 228-7280  
Fax: (239) 790-5766

*Co-Counsel for Appellant*

**TABLE OF CONTENTS**

**TABLE OF AUTHORITIES ..... iii**

**PREFACE AND PRELIMINARY STATEMENT ..... 1**

**STATEMENT OF JURISDICTION ..... 1**

**STATEMENT OF THE CASE AND FACTS ..... 2**

**SUMMARY OF ARGUMENT ..... 6**

**STATEMENT OF PRESERVATION ..... 6**

**STANDARD OF REVIEW ..... 7**

**ARGUMENT ..... 7**

**I. TRIAL COURT ERRED IN FINDING THE AUGUST 30, 2024  
“REQUEST FOR TRIAL DE NOVO” COMPLIED WITH AMENDED  
RULE 1.820(h). ..... 7**

**II. COURT IGNORING PLAIN LANGUAGE OF AMENDED RULE 1.820(h)  
CONSTITUTES FUNDAMENTAL REVERSIBLE ERROR ..... 13**

**CONCLUSION ..... 15**

**CERTIFICATE OF SERVICE ..... 16**

**CERTIFICATE OF COMPLIANCE ..... 17**

**TABLE OF AUTHORITIES**

<b>CASE LAW</b>	<b>Page(s)</b>
<i>Alexander v. Quail Pointe II Condo.</i> , 170 So. 3d 817 (Fla. 5th DCA 2015) .....	11
<i>Bacon Family Partners, L.P. v. Apollo Condo. Ass'n, Inc.</i> , 852 So. 2d 882 (Fla. 2d DCA 2003) .....	7
<i>Baillargeon v. Sewell</i> , 33 So. 3d 130 (Fla. 2d DCA 2010) .....	7
<i>Barco v. Sch. Bd. of Pinellas Cnty.</i> , 975 So. 2d 1116 (Fla. 2008) .....	7
<i>Castaneda ex rel. Cardona v. Redlands Christian Migrant Ass'n, Inc.</i> , 884 So. 2d 1087 (Fla. 4th DCA 2004) .....	13
<i>Chancey v. Young</i> , 303 So. 3d 259 (Fla. 5th DCA 2020) .....	13
<i>City of Naples v. Wolff</i> , 391 So. 3d 617 (Fla. 6th DCA 2024) .....	11
<i>Connell v. City of Plantation</i> , 901 So. 2d 317 (Fla. 4th DCA 2005) .....	7
<i>De Acosta v. Naples Community Hospital, Inc.</i> , 300 So.3d 264 (Fla. 2d DCA 2019) .....	9
<i>Demoura v. Travelers Home &amp; Marine Ins. Co.</i> , 329 So. 3d 799 (Fla. 5th DCA 2021) .....	13
<i>In re Amendments to Florida Rules of Civil Procedure</i> , 386 So. 3d 876 (Fla. 2024).....	6, 8
<i>Levine v. State</i> , 320 So. 3d 764 (Fla. 4th DCA 2021) .....	13
<i>Lindsey v. Gualtieri</i> , 367 So. 3d 1255 (Fla. 2d DCA 2023) .....	12

<i>Mourning v. Ballast Nedam Const., Inc.</i> , 964 So. 2d 889 (Fla. 4th DCA 2007) .....	14
---	----

<i>State v. Meyers</i> , 708 So. 2d 661 (Fla. 3d DCA 1998) .....	9
---	---

**STATUTES**

§ 44.103, Fla. Stat.....	11
--------------------------	----

Florida Statute § 44.103(5) .....	3, 8, 10, 11
-----------------------------------	--------------

**RULES**

FL. R. Civ. P. 1.820(h).....	Passim
------------------------------	--------

Fla. R. Civ. P. 1.530.....	7
----------------------------	---

Fla. R. Jud. Admin. 2.514.....	4
--------------------------------	---

Florida Rule of Appellate Procedure 9.045(b) .....	17
--	----

Florida Rule of Appellate Procedure 9.130(a)(3)(I) .....	1, 6
--	------

Florida Rule of Appellate Procedure 9.210(a)(2)(B).....	17
---	----

Florida Rule of Civil Procedure 1.440 .....	13
---	----

**Other Authorities**

Civil Procedure Rules Committee’s Response to Comments (filed May 26, 2024), In re Amendments to Florida Rules of Civil Procedure, No. SC22-1719 (Fla. 2024) .....	9, 10
--	-------

## **PREFACE AND PRELIMINARY STATEMENT**

Appellant, MVP REALTY ASSOCIATES, LLC is referred to as “Appellant.” Appellee, CLARK PEAR, LLC is referred to as “Appellee”. Note that Clark Pear individually, is an original party plaintiff in the underlying action but does not have active claim pending against Appellee/Defendant Appellant and no court order has been issued to discharge him as a party plaintiff in the underlying action.

References to the Appendix are designated as “App.” followed by the page number and where applicable, the line number. The Transcript of the October 28, 2024, hearing before The Honorable Lauren L. Brodie on Appellant’s Motion to Confirm Arbitration Award is included in the Appendix beginning at App. 234.

## **STATEMENT OF JURISDICTION**

This is an appeal of a non-final order denying the confirmation of a non-binding arbitration award. This Court has jurisdiction pursuant to Florida Rule of Appellate Procedure 9.130(a)(3)(I), which provides for an interlocutory appeal of a non-final order “denying confirmation of an arbitration award.”

## **STATEMENT OF THE CASE AND FACTS**

The underlying dispute involves Appellee's allegations against Appellant over Appellant's purported breach of an assignment of claims agreement executed on December 15, 2021. (App. 19-28). Appellee's operative complaint was filed on April 4, 2024, and alleges three causes of action against Appellant based on a breach of contract, breach of the duty of good faith and fair dealing, and declaratory relief. (App. 5-13).

On May 23, 2024, the Court ordered the parties to non-binding arbitration and to notice the arbitration. (App. 56). On May 24, 2024, Appellant noticed the non-binding arbitration for August 7, 2024. (App. 59).

On August 7, 2024, the trial court heard argument<sup>1</sup> on Appellee's motions for leave to file a fourth amended complaint, to continue the arbitration hearing, and motion for sanctions and contempt against Appellant. (App. 134-35). The trial court denied the motion for leave to amend and denied Appellee's motion to continue and ordered the parties back to complete arbitration and return to the arbitration hearing immediately after the conclusion of the hearing. (App. 134-35).

---

<sup>1</sup> In the midst of the arbitration proceeding, the arbitrator was somehow able to contact the Court directly and the Hon. Lauren L. Brodie agreed to come in 15 minutes early in order to hear the motions.

On August 23, 2024, Appellee's former counsel of record filed a Motion to Withdraw as Counsel of record with Client Consent. (App. 128-30).

On August 26, 2024, the Arbitration Award was filed by C. Berk Edward's in compliance with the Order of Referral to Arbitration and is evidenced by the filing of the Notice of Filing of non-binding Arbitration Award and Service on Parties. (App. 131). This marked the beginning of the 20-day period for either party to file a Notice of Rejection of the Arbitration Decision and Request for Trial, as outlined by Rule 1.820(h).

On August 30, 2024, Appellee filed its Request for Trial De Novo (App. 132). The entire substantive contents of the "Request for Trial De Novo" are as follows:

COMES NOW the Plaintiff, CLARK PEAR LLC (the "Plaintiff"), by and through the undersigned counsel, and hereby files the following Request for Trial De Novo against the Defendant, MVP REALTY ASSOCIATES LLC (the "Defendant"), following the rendition of an Arbitration Decision (Dkt. 205, August 26, 2024), pursuant to Florida Statute § 44.103(5) and FL. R. Civ. P. 1.820(h). WHEREFORE the Plaintiff respectfully requests this Court to enter an Order setting this matter for a Trial De Novo.

(App. 132). The "Request for Trial De Novo" was clearly filed pursuant to the version of Fla. R. Civ. P. 1.820(h) existing prior to substantial and critical revisions to the Rule which took effect on July 1, 2024.

On September 9, 2024, an Order Granting Withdrawal of Counsel was entered, which stayed all deadlines for thirty (30) days, or until counsel filed an appearance. (App. 136-38). Pursuant to Fla. R. Civ. P. 1.820(h) and Fla. R. Jud. Admin. 2.514, the twenty (20) day deadline to file a Notice of Rejection of the Arbitration Decision and Request for Trial ran for fourteen (14) days from August 26, 2024, until it was interrupted by the Order Granting Withdrawal of Counsel.

The twenty (20) day clock recommenced when a Notice of Appearance was filed on October 3, 2024, thus making the deadline for filing a Notice of Rejection of the Arbitration Decision and Request for Trial expire on October 9, 2024. (App. 139).

On October 9, 2024, the deadline expired without either party filing a Notice of Rejection of the Arbitration Decision and Request for Trial that complied with the Amended Rule 1.820(h).

On October 16, 2024, Appellant filed its Motion to Confirm Arbitration Award, based on neither party filing a Notice of Rejection of the Arbitration Decision and Request for Trial within twenty (20) days of the Arbitration Award. (App. 163). On October 20, 2024, Appellant noticed the hearing on the Motion to Confirm Arbitration Award for October 28, 2024. (App. 169).

On October 24, 2024, Appellee acknowledged in its Motion to Amend Plaintiff's Request for Trial De Novo, that the August 30, 2024 "Request did not contain specific language rejecting the arbitration decision, which is contemplated in the recently effective version of Florida Rule of Civil Procedure 1.820(h)." (App. 178-179).

On October 25, 2024, Appellee filed a Memorandum in Opposition to Appellant's Motion to Confirm, contending that the trial de novo request was sufficient, and that Appellant's motion was a "got you" tactic. (App. 226).

On October 28, 2024, a hearing was held before the Hon. Lauren L. Brodie. (App. 249). During this hearing, arguments were made regarding the sufficiency of Appellee's August 30, 2024, filing and the procedural mandates required by Amended Rule 1.820(h). The court denied Appellant's Motion to Confirm and considered the Motion to Amend as moot, accepting Appellee's original request as being compliant with Rule 1.820(h). (App. 242). In arriving at this conclusion, the trial court specifically stated that:

What I'm going to do is, I'm going to accept that based on the fact that I'm looking at your Request for Trial De Novo that was filed on August 30th, and it specifically references the statute and the rules which have not changed, and which is -- which are also required to be incorporated in the new form. So as such, I'm going to deny the Defendant's Motion to Confirm. I'm going to find that your Motion to Amend is moot, and I'll just let that one stand as a notice of rejection and a request for Trial De Novo.

(App. 242).

On November 6, 2024, the trial court issued the Order on interlocutory appeal which denied Appellant's Motion to Confirm Arbitration "for the reasons stated on the record and hearing transcript." (App. 249).

On November 6, 2024, Appellant filed its appeal of the non-final order denying confirmation of an arbitration award, which is subject to appellate review under Florida Rule of Appellate Procedure 9.130(a)(3)(I). (App. 245).

### **SUMMARY OF ARGUMENT**

The Trial Court erred by failing to follow Florida Rule of Civil Procedure 1.820(h) requiring the parties to file a "notice of rejection of the arbitration decision and request for trial in the same document" within twenty days of the arbitration decision and stating that "[n]o action or inaction by any party, other than the filing of the notice, will be deemed a rejection of the arbitration decision." *In re Amendments to Florida Rules of Civil Procedure*, 386 So. 3d 876, 878 (Fla. 2024).

### **STATEMENT OF PRESERVATION**

The issue of whether the trial court erred in failing to confirm a non-binding arbitration award based on the exercise of its discretion in deeming Appellee's Request for Trial De Novo as being compliant with Rule 1.820(h)

was raised in Appellant's Motion to Confirm Arbitration Award. (App. 163-68). The trial court ruled on the issue in its Order Denying the Motion to Confirm Arbitration Award. (App. 249.) The Order Denying the Motion to Confirm Arbitration is a non-final order and not subject to a motion for rehearing per Fla. R. Civ. P. 1.530.

### **STANDARD OF REVIEW**

The Standard of Review of a trial court order refusing to confirm an arbitrator's award, as well as any attendant interpretation of statutes and rules is de novo. *Barco v. Sch. Bd. of Pinellas Cnty.*, 975 So. 2d 1116, 1121 (Fla. 2008); *Baillargeon v. Sewell*, 33 So. 3d 130, 136 (Fla. 2d DCA 2010); See also *Connell v. City of Plantation*, 901 So. 2d 317, 319 (Fla. 4th DCA 2005); *Bacon Family Partners, L.P. v. Apollo Condo. Ass'n, Inc.*, 852 So. 2d 882, 887 (Fla. 2d DCA 2003).

### **ARGUMENT**

#### **I. TRIAL COURT ERRED IN FINDING THE AUGUST 30, 2024 "REQUEST FOR TRIAL DE NOVO" COMPLIED WITH AMENDED RULE 1.820(h).**

The Amended Rule 1.820(h) became effective on July 1, 2024 at 12:01am, approximately sixty (60) days prior to Appellee's filing of its "Request for Trial De Novo" on August 30, 2024. (App. 132). The revisions

to Fla. R. Civ. P. 1.820(h) are so broad sweeping that the changes can only be fully realized by reviewing the Florida Supreme Court order implementing the rule reflected in the stricken and underscored appendix as assisted by the color-coded version published by Westlaw:

(h) ~~Time for Filing Motion for Trial~~ Notice of Rejection of the Arbitration Decision and Request for Trial. To reject the arbitration decision, within 20 days of service of the arbitrator(s)'s written decision, Any party ~~may~~ must file a ~~motion for trial~~ notice of rejection of the arbitration decision and request for trial in the same document. No action or inaction by any party, other than the filing of the notice, will be deemed a rejection of the arbitration decision. If a ~~motion for trial~~ notice of rejection of the arbitration decision and request for trial is filed by any party, any party having a third-party claim at issue at the time of arbitration may file a ~~motion for trial~~ notice of rejection of the arbitration decision and request for trial within 10 days of service of the first ~~motion for trial~~ notice of rejection of the arbitration decision and request for trial. If a ~~motion for trial~~ notice of rejection of the arbitration decision and request for trial is not made within 20 days of service on the parties of the decision, the decision shall ~~shall~~ must be referred to the presiding judge, who shall ~~shall~~ must enter such orders and judgments as may be required to carry out the terms of the decision as provided by section 44.103(5), Florida Statutes.

*In re Amendments to Florida Rules of Civil Procedure*, 386 So. 3d 878 (Fla. 2024).

The requirement for filing both a notice of rejection of an arbitration decision and a request for trial was proposed by the Civil Procedures Rules

Committee (the “Committee”) to address the various court-created exceptions and judicial doctrines which do not require the filing of an actual request for a trial de novo and eliminate the implied rejections. Civil Procedure Rules Committee’s Response to Comments at 5-7 (filed May 26, 2024), *In re Amendments to Florida Rules of Civil Procedure*, No. SC22-1719 (Fla. 2024) [hereinafter, “*Committee Response*”]. The Committee further noted that the “proposed rule change seeks to clarify the *De Acosta* precedent which would allow amorphous, implied actions to be interpreted as a request for a trial and replace it with a defined affirmative act that both tracks the statute and requires an affirmative filing that expressly rejects the arbitration award.” *Committee Response* at 6, citing *De Acosta v. Naples Community Hospital, Inc.*, 300 So.3d 264 (Fla. 2d DCA 2019).

More importantly, the amendments to Rule 1.820 replace the word “may” with “must,” rendering it uncontroverted that the Court has no discretion with respect to a parties’ compliance with the amended rule. *State v. Meyers*, 708 So. 2d 661, 663 (Fla. 3d DCA 1998) (“While the “may” as used in the habitual felony offender and habitual violent felony offender is construed as permissive, “must” and “shall” as used in the violent career criminal provision can only be construed as mandatory.”). Even more

compelling is that the Amended Rule 1.820(h) provides literally no option whatsoever for the Court other than to “enter such orders and judgments as may be required to carry out the terms of the decision as provided by section 44.103(5), Florida Statutes” if neither party files “a notice of rejection of the arbitration decision and request for trial” within twenty (20) days. See Fla. R. Civ. P. 1.820(h).

The Florida Supreme Court provided its intentions for amending Rule 1.820(h) in the implementing opinion order by stating that “[u]nder the amended rule, an arbitration decision will be deemed rejected only if a ‘notice of rejection of the arbitration decision and request for trial’ is filed with the court within 20 days of service of the arbitrator's written decision.” 386 So. 3d at 878.

Appellee has conceded that the August 30, 2024 “Request did not contain specific language rejecting the arbitration decision, which is contemplated in the recently effective version of Florida Rule of Civil Procedure 1.820(h).” (App. 178-179). It is therefore undisputed that the August 30, 2024 “Request for Trial De Novo” failed to comply with the Amended Rule 1.820(h). Indeed, nowhere in Appellee’s August 30, 2024 Request for Trial De Novo is the term “rejection” even mentioned, and the

amended language makes clear that “[n]o action or inaction by any party, other than the filing of the notice, will be deemed a rejection of the arbitration decision.” See Fla. R. Civ. P. 1.820(h).

The Court’s justification for denying the Motion to Confirm Award was that the Appellee’s Request for Trial De Novo “specifically references the statute and the rules which have not changed, and which is -- which are also required to be incorporated in the new form.” (App. 242, at Ins. 4-7). Based on all parties conceding that “the rules” had changed,<sup>2</sup> the Trial Court could have only been referencing the fact that § 44.103, Fla. Stat. was not amended along with Fla. R. Civ. P. 1.820(h). However, this is of no consequence, as “the legislature, in section 44.103(5), expressly deferred to the rules promulgated by the supreme court, which includes the Florida Rules of Civil Procedure.” *City of Naples v. Wolff*, 391 So. 3d 617, 619 (Fla. 6th DCA 2024). That is, “nonbinding arbitration is governed substantively by section 44.103, Florida Statutes, and procedurally by rule 1.820” and “[t]he [substantive] right to a trial on the merits can be forfeited by failure to comply with the procedures governing nonbinding arbitration.” *Alexander v. Quail*

---

<sup>2</sup> See App. 240 at Ins. 5-6 (“While we understand that the rule has changed...”).

*Pointe II Condo.*, 170 So. 3d 817, 820 (Fla. 5th DCA 2015). See also *Lindsey v. Gualtieri*, 367 So. 3d 1255 (Fla. 2d DCA 2023) (Although substantive law is the purview of the legislature, the Florida Constitution grants the Florida Supreme Court the exclusive authority to adopt rules of judicial practice and procedure).

To the extent the Trial Court determined mere reference to “the statute and the rules” (App. 242, at Ins. 4-7) was sufficient, this is even more obvious error, as the plain language of Amended Rule 1.820(h) states explicitly that a “party **must** file a notice of rejection of the arbitration decision **and** request for trial **in the same document**” and “[n]o action or inaction by any party, other than the filing of the notice, will be deemed a rejection of the arbitration decision.” Fla. R. Civ. P. 1.820(h). Further, the “Request for Trial De Novo” does more than simply reference the rules, it specifically “requests this Court to enter an Order setting this matter for a Trial De Novo” and excludes language regarding rejection of the arbitration decision. (App. 132).

## II. COURT IGNORING PLAIN LANGUAGE OF AMENDED RULE 1.820(h) CONSTITUTES FUNDAMENTAL REVERSIBLE ERROR

By allowing the admittedly deficient August 30, 2024 “Request for Trial De Novo”<sup>3</sup> to “stand as a notice of rejection and a request for Trial De Novo,” (App. 242, Ins. 10-11) the Trial Court ignored mandatory language from the Rules of Civil Procedure. This constitutes fundamental reversible error. *Castaneda ex rel. Cardona v. Redlands Christian Migrant Ass'n, Inc.*, 884 So. 2d 1087, 1093 (Fla. 4th DCA 2004) (“Florida does not allow such discretion on the part of the trial courts to ignore the Rules of Evidence or the Rules of Civil Procedure. Failure to follow the Rules constitutes an error of law, not an abuse of discretion.”). “In other words, trial courts do not have discretion to ignore... the Rules of Civil Procedure.” *Demoura v. Travelers Home & Marine Ins. Co.*, 329 So. 3d 799, 800–01 (Fla. 5th DCA 2021). See also *Chancey v. Young*, 303 So. 3d 259, 260 (Fla. 5th DCA 2020) (“Strict compliance with Florida Rule of Civil Procedure 1.440 is mandatory, and the failure to follow it is reversible error.”); *Levine v. State*, 320 So. 3d 764, 765 (Fla. 4th DCA 2021) (“Failure to strictly follow the dictates of Rule 3.840 ...

---

<sup>3</sup>Recall that the admitted deficiency was that “the Request did not contain specific language rejecting the arbitration decision, which is contemplated in the recently effective version of Florida Rule of Civil Procedure 1.820(h).” (Appx. 178-179 at ¶ 4).

constitutes fundamental, reversible error.”); *Mourning v. Ballast Nedam Const., Inc.*, 964 So. 2d 889, 900 (Fla. 4th DCA 2007) (Discussing “bright line rules” and citing to a prior decision which affirmed judgment on an arbitration award upon “finding that a motion for trial does not comply with Rule 1.820(h)... based on the plain language of Rule 1.820(h) in keeping with the bright-line trend for interpreting rules of civil procedure...”).

The amendment to Florida Rule of Civil Procedure 1.820(h) makes clear that party “**must** file a notice of rejection of the arbitration decision and request for trial in the same document” and “[i]f a notice of rejection of the arbitration decision and request for trial is not made within 20 days of service on the parties of the decision, the decision **must** be referred to the presiding judge, who **must** enter such orders and judgments as may be required to carry out the terms of the decision...” Fla. R. Civ. P. 1.820(h) (emphasis supplied). The mandatory nature of this language left the Trial Court no discretion other than to follow the bright-line rule and enter such orders and judgments as may be required to carry out the terms of the decision. The failure to do so constitutes fundamental reversible error.

## **CONCLUSION**

For the reasons set forth hereinabove, the Court should reverse the Order Denying Appellant's Motion to Confirm Arbitration Award and remand the matter to the Trial Court to enter such orders and judgments as may be required to carry out the terms of the decision.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on **November 28, 2024**, I electronically transmitted Appellant’s Initial Brief to the Clerk of Court using the Florida Courts E-Filing Portal (“FCEP”) for filing and transmittal of electronic mailing to the FCEP registrant(s) listed therein, with a copy served on all parties and counsel of record, including:

**CLARK PEAR, LLC**  
898 5th Avenue South  
Naples, FL 34102  
ferrarcapitalclub@gmail.com

Lindsey Tenberg, Esq.  
**Lindsey M. Tenberg P.A.**  
3170 N. Federal Highway  
Ste 207  
Lighthouse Point, FL 33064  
Lindsey@ltenberglaw.com  
(*Trial Counsel for Appellees*)

**CLARK JOHN PEAR**  
898 5th Avenue South  
Naples, FL 34102  
ferrarcapitalclub@gmail.com

John I. Silverfield  
jsilverfield@HolmesFraser.com  
Ian T. Holmes  
iholmes@HolmesFraser.com  
**HOLMES FRASER, P.A.**  
711 5th Avenue South, Ste 200  
Naples, Florida 34102  
(Co-Counsel for Appellant)

By: /s/ Nabil Joseph  
NABIL JOSEPH  
Florida Bar Number: 1012159

**CERTIFICATE OF COMPLIANCE**

I hereby certify that this brief complies with the font requirements in Florida Rule of Appellate Procedure 9.045(b) and the word count limit in Florida Rule of Appellate Procedure 9.210(a)(2)(B).

By: /s/ Nabil Joseph  
NABIL JOSEPH  
Florida Bar Number: 1012159