

20-071

IN THE COUNTY COURT OF THE 15th
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CIVIL DIVISION

PRIDE CLEAN RESTORATION, INC.,
(a/a/o Anthony Romano, guardian of
Jack Wollman),

CASE NO.: 50-2020-CC-001458-XXXX-
MB

Plaintiff,

vs.

FLORIDA PENINSULA INSURANCE
COMPANY,

Defendant.

**ORDER GRANTING DEFENDANT'S MOTION FOR SANCTIONS
PURSUANT TO SECTION 57.105, FLORIDA STATUTES**

THIS CAUSE having come before the Court for evidentiary hearing on December 10, 2020, on Defendant's Motions for Sanctions Pursuant to Section 57.105, Florida Statutes and Incorporated Memorandum of Law, the Court having reviewed the file, heard the argument of counsel, and otherwise being fully advised in the premises, the Court makes the following findings of fact and law:

1. Plaintiff's counsel, Font & Nelson, PLLC, knew or should have known that Plaintiff's claims, when initially presented to the Court and at all times thereafter, would not be supported by the application of then-existing law to the material facts.
2. Plaintiff's counsel knew or should have known that Plaintiff's assignment agreement, upon which this lawsuit was based, was invalid and unenforceable because did not comply with section 627.7152, Florida Statutes.
3. Plaintiff's claims were not initially presented to the Court as a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law, as it applied to the material facts, with a reasonable expectation of success.
4. Plaintiff's counsel's argument that section 627.7152, Florida Statutes is "permissive" is frivolous, as the plain language of the statute indicates that it is "mandatory." Plaintiff's argument that the language of section 627.7153, Florida Statutes renders the provisions of section 627.7152, Florida Statutes "permissive" is frivolous.
5. Plaintiff's counsel's argument at the hearing that it had a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law, as it applied to the material facts, with a reasonable expectation of success based upon *Castilla Roofing, Inc. v. Hartford Insurance Company of the Midwest*, 2020 WL 821051 (M.D. Fla. January 30, 2020) is expressly rejected. The Court finds that *Castilla Roofing* is inapplicable.

THEREFORE, it is hereby **ORDERED** and **ADJUDGED** as follows:

1. Defendant's Motion is **GRANTED**.
2. Defendant shall recover its reasonable attorney's fees incurred in this action from the inception of this case, to be paid solely by plaintiff's counsel, Font & Nelson, PLLC, pursuant to sections 57.105(1)(b) and 57.105(3)(c), Florida Statutes. *See Horticultural Enterprises v. Plantas Decorativas, LTDA*, 623 So. 2d 821 (Fla. 5th DCA 1993).
3. If the parties cannot reach an agreement as to the amount of Defendant's reasonable attorney's fees to be reduced to judgment, the Court will hold an evidentiary hearing to determine such amount and a judgment will be entered by this Court after such hearing.
4. Jurisdiction is retained for all purposes relating to Defendant's attorney's fees granted in this Order and Defendant's costs under section 57.041, Florida Statutes, which are awarded by separate order.

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, this ____ day of December 2020.

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50-2020-CC-001458-XXXX-MB 12/21/2020
Sandra Bosso-Pardo Judge

50-2020-CC-001458-XXXX-MB 12/21/2020
Sandra Bosso-Pardo
Judge

The Honorable Sandra Bosso-Pardo
County Court Judge

Copies Furnished to:
Jose P. Font, Esq.
Matthew C. Scarfone, Esq.