IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA,
FOURTH DISTRICT

GLADYS PAJARES,

Appellant,

v.

CASE NO. 4D09-508
L.T. No. 502008CP00000360CCCCSB

CONCHITA DONAHUE, as the Personal Representative and Beneficiary of the Estate of Olga Kuhnreich, NICOLE ROGES, GINA NORRIS f/k/a GINA DONAHUE, CONCHITA ABAD, MARIA DE CUENA, ROBERT KUHNREICH, DAVID ABAD a/k/a DAVID MEARS, and ORLANDO ABAD a/k/a/ LANE ABBOTT,

Appellees.
_____/

On Appeal from the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida

APPELLEES' ANSWER BRIEF

THE BELLER LAW FIRM, P.A.
Attorneys for Appellees Nicole Roges and Conchita Abad
2101 NW Corporate Blvd. Suite 316
Boca Raton, Florida 33431
Tel.: (561) 994-4316
Fax: (561) 423-2728

By: Amy B. Beller
Amy B. Beller, Esq.
Florida Bar No. 0141763

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Treatises

INTRODUCTION

The Appellant, GLADYS PAJARES, will be referred to as "PAJARES" or "Appellant." The Appellee, CONCHITA ABAD, will be referred to as "ABAD," the Appellee, NICOLE ROGES, will be referred to as "ROGES," and together they will be referred to as "Appellees."

The Decedent, OLGA KUHNREICH, will be referred to as "Decedent." The Decedent's Last Will and Testament dated August 24, 2004, will be referred to as the "Will."

References to the Record are abbreviated as follows:

(V.) = Volume

(R.) = Record on Appeal

(A.) = Appendix

STATEMENT OF THE CASE AND FACTS

Decedent died testate in Palm Beach County, without any surviving spouse or children. Decedent's Will was admitted to probate by the Circuit Court for the Fifteenth Judicial District, Probate Division, South County Branch (Phillips, J.). In Article Three of the Will, the Decedent bequeaths specific monetary amounts to five relatives as follows:

Robert Kuhnreich	$ 5,000
Lane Abbott a/k/a Orlando Abad	$10,000
David Mears a/k/a David Abad	$10,000
Appellee Connie Abad a/k/a/ Conchita Abad	$30,000
Maria De Cuena	$ 5,000

(V. 1, R. p. 7) Article Three of the Will further directs that these devises be paid "From the sale of 202 N,W, 18 Street Delray Beach Florida 33444" [*sic*]. (Id.) Following Article Three's cash devises, the Decedent inserted the words "NO PROPERTY LEFT" in bold, capital letters. (V. 1, R. p. 8)

Article Four of the Will provides:

> I will, devise and bequeath all my interest in my homestead or primary residence, if I own a homestead or primary residence on the date of my death that passes through this Will, to *see above primary residence.* If I name more than one person, they are to receive the property [x] equally, after all estate taxes, debts are satisfied.

(Id.) Below appears the names PAJARES and DONAHUE, who is also the Personal Representative of the Decedent's estate. (Id.) The Decedent's property located at 202 N.W. 18th Street in Delray Beach (the "Delray Beach Property") was the Decedent's homestead. (V. 2, R. p. 273)

DONAHUE filed a petition for construction of the Will, alleging a conflict between the provisions of Article Three and Article Four. (V. 1, R. pp. 62-84) Although DONAHUE's initial filing appeared neutral, DONAHUE later filed a memorandum of law contending that the Will should be construed to have all of the devises in Article Three of the Will nullified, and to construe the Will as devising the Delray Beach Property directly to DONAHUE and PAJARES free of claims and estate expenses. (A. at 1; A. at 4) PAJARES filed a memorandum advocating a similar construction. (A. at 3)

Appellees argued below (A. at 2) and maintain herein that the Decedent's Will unambiguously directs the sale of the Delray Beach Property and payment of the Article Three devises, debts and expenses from the proceeds of sale thereof, with the remainder to be distributed to DONAHUE and PAJARES. The Probate Court agreed and, on January 15, 2009, issued its Final Order Construing Will (the "Order"), which provides, in pertinent part:

> The law is clear that the Court's primary objective in construing this will must be to determine the intent of the decedent. The Last Will and Testament of Olga Kuhnreich dated August 24, 2004, considered in its entirety, clearly and unambiguously shows the decedent

> intended that the house in Delray Beach, which was her homestead or primary residence, be sold by the Personal Representative of her estate, that the proceeds be used to make the specific bequests set forth in Article Three, and that the remaining proceeds after payment of all estate taxes and debts go in equal amounts to the devisees set forth in Article Four. (V. 2, R. pp. 272-73)

Appellee ABAD is to receive a devise of $30,000 pursuant to Article Three of the Will. (V. 1, R. p. 7) If the Order is reversed, ABAD and the four other relatives of the Decedent who are beneficiaries under Article Three of the Will would receive nothing.

Appellee ROGES is one of two beneficiaries under Article Three of the Will of another parcel of real property owned by the Decedent located in West Palm Beach. (V. 1, R. p. 7) ROGES maintains that the Will requires the payment of the Decedent's debts and expenses of administration from the proceeds of sale of the Delray Beach Property pursuant to Article Four. If the Order is reversed, all such debts and expenses could only be charged against the devisees of the Decedent's West Palm Beach condominium, as there would be no other source from which such expenses could be paid.

SUMMARY OF THE ARGUMENT

The polestar in all will construction cases is the testator's intent. In determining such intent, the Court must consider the Will as a whole and the entire testamentary plan. The Court must attempt to construe apparently conflicting provisions in harmony, if possible, in order to give effect to the testator's intent as gleaned from the Will. The Court must also attempt to arrive at a construction which does not render an express provision in the Will a complete nullity.

Although the Florida Constitution affords homestead protection to qualified heirs, the owner of homestead property is free to devise such property during her lifetime and, therefore, is also free to direct the sale of homestead property and the disposition of such sale proceeds in her Will. By directing that the cash bequests in Article Three be paid "from the sale" of her homestead property, and by directing that PAJARES and DONAHUE were to receive such property "after all estate taxes, debts are satisfied", the Decedent intended to and did effect a complete waiver of any applicable homestead protection in connection with the Delray Beach Property.

The Court below correctly determined that the Decedent's intent, as evidenced by the provisions of her Will, was to provide her relatives listed in Article Three with the cash bequests indicated from the proceeds of sale of her homestead property in Delray Beach, to have any debts or expenses of

administration also paid from such proceeds, and to devise the remainder to PAJARES and DONAHUE.

Standard of Review

There is authority for the proposition that the lower court's determination of the Decedent's intent is at least in part factual. *Fine Arts Museum Foundation v. First Nat'l*, 633 So. 2d 1179, 1180 (Fla. 4th DCA 1994); Litigation Under the Florida Probate Code, 6th ed. (The Florida Bar 2006), § 7.6 However, for the purposes of this appeal, Appellees do not dispute that the applicable standard of review is de novo.

ARGUMENT

I.

THE TRIAL COURT CORRECTLY DETERMINED THAT THE DECEDENT'S WILL REFLECTS HER INTENT TO SELL HER HOMESTEAD AND DISTRIBUTE THE PROCEEDS

A. Principles of Will Construction Require the Court to Effect the Decedent Testatrix's Intent

"In the construction of wills the polestar is to determine the intent of the testator." *West v. Francioni*, 488 So. 2d 571, 572 (Fla. 3d DCA 1986); *Fine Arts Museum Foundation*, 633 So. 2d at 1180; § 732.6005, Fla. Stat.

> The intention is every thing; and to this first and great rule, in the exposition of wills, all others must bend.

Lines v. Darden, 5 Fla. 51, 68 (1853); *see also Elliot v. Krause*, 531 So. 2d 74 (Fla. 1987) (if possible, testamentary intent is to be determined and effected).

In construing a will, the whole instrument must be considered, and a review of the entire testamentary scheme must be undertaken. *Diana v. Bentsen*, 677 So. 2d 1374, 1377 (Fla. 1st DCA 1996) (rejecting construction which would have rendered bequest a nullity and harmonizing provisions accordingly); *see also Estate of Smith*, 75 So. 2d 686, 689 (Fla. 1954) (determining testator's intent and reconciling apparently conflicting provisions based on a review of the testamentary plan evidenced by the whole will). The testator's intent is to be measured by looking at the entire instrument, not isolated words, clauses or paragraphs.

Bourgeous v. Eberhart, 472 So. 2d 1274, 1276 (Fla. 4th DCA 1985) (holding testator intended to limit life estate by the words, "so long as she continues to use said property as her residence"). "When there is an inconsistency between an isolated clause in the will and the general testamentary scheme, the overall general intent should prevail." *Meszaros v. Holsberry*, 84 So. 2d 565 (Fla. 1956); *West*, 488 So. 2d at 571-72; *O'Neill v. Sacher*, 451 So. 2d 1032, 1034 (Fla. 3d DCA 1984) (holding that later clause in codicil did not control where testatrix's intent to favor her husband was clear).

> In such a case, the court while avoiding making a will for a man who did not succeed in making one for himself will nevertheless, if the general intent of the testator is clear, give effect to such intention, disregarding the particular intent of the particular clause. (citations omitted). 4 W. Bowe & D. Parker, Page On The Law of Wills § 30.11 (1961).

West, 488 So. 2d at 571. In *West*, the Court held that the decedent's will reflected an intent to benefit both his wife and his daughters and therefore disregarded language in the will which would have effectively disinherited the daughters by providing a specific bequest of the decedent's most valuable asset to his wife. "[T]echnical words should not always be construed according to their technical meanings, since the intent of the testator, in the final analysis, governs." *Rice v. Greenberg*, 406 So. 2d 469, 472 (Fla. 3d DCA 1981) (citing Thomas, Florida Estates Practice Guide, § 16 at pp. 16-25, 16-26 (1979).

B. Decedent's Will Demonstrates Her Intent to Benefit her Relatives Under Article Three of the Will

A reading of the Decedent's Will compels the conclusion that the Decedent intended to benefit her relatives, the five individuals listed in Article Three, by bequeathing to them specific sums from the proceeds of sale of the Delray Beach Property, with the remaining proceeds of sale going to DONAHUE and Appellant PAJARES after payment of debts and expenses of administration. There is simply no explanation as to why the Decedent would have expressly included the Article Three bequests if she did not intend for them to be given effect, and any other interpretation would render Article Three a complete nullity. Moreover, this construction is not inconsistent with the language of Article Four, which does **not** expressly state that the Delray Beach Property is to pass to DONAHUE and PAJARES free and clear of any claims, debts, expenses and other bequests, but rather provides that the devise to DONAHUE and PAJARES is subject to debts and expenses.

The following is additional support for the construction of this Will as requiring sale of the Delray Beach Property to satisfy the Article Three bequests and to pay estate administration expenses:

- Article Three specifically requires that the bequests to the five individuals be paid "from the sale" of the Delray Beach Property.

- Article Three of the Will evidences the Decedent's knowledge that, aside from her two residences (and perhaps personalty passing pursuant to notations on photographs as provided in Article Five), she had no other property subject to devise which could be used to fund the cash bequests.
- The practical result of a holding that the Delray Beach Property was not subject to estate administration expenses would be that the Decedent's condominium in West Palm Beach is the only asset available to pay such expenses. The Portofino condominium is specifically devised to the Decedent's two grandnieces, Appellee ROGES and Gina Donahue (Personal Representative DONAHUE's daughter). There is no other provision in the Will for ROGES or Gina Donahue, and a construction which would require all estate claims and expenses to be paid from the proceeds of sale of the modest condominium, valued at $207,000 on the Estate Inventory (V.1, R. p. 25), would reduce the Decedent's bequests to her grandnieces to a nominal amount – a result which the Decedent could not have intended.
- The body of Article Four itself contains the reference: "*see above primary residence*" (emphasis in original). The only reference to the Decedent's primary residence appearing physically "above" Article Four is the direction in Article Three to pay the cash bequests "from the sale" of such residence.

Thus, it appears that Article Four affirms and incorporates the direction for sale contained in Article Three.

- Article Four also provides: "If I name more than one person, they are to receive the property [X] equally, ***after all estate taxes, debts are satisfied***." (Emphasis added.) This reference confirms the Decedent's intent that the proceeds of sale of the Delay Beach Property be subject to estate claims and debts, thus waiving any homestead protection which might have otherwise applied.
- The phrase "all my interest" in the bequest of the Delray Beach Property should be disregarded as unintended boilerplate because (1) the Decedent expressly provided the specific cash bequests set forth in Article Three to be paid "from the sale of" the residence, and (2) it conflicts with the direction that the devisees are to receive equal shares after satisfaction of all estate taxes and debts. To reconcile the conflict, and to give effect to the Decedent's clear intent, the phrase "all my interest" can reasonably be interpreted to mean "all of my remaining interest" in the Delray Beach Property, after payment of the cash legacies, taxes, administration expenses and claims as provided in Article Four. *See Cutler v. Cutler*, 994 So. 2d 341, 346-47 (Fla. 3d DCA 2008) (bequest of "all my right, title and interest"

construed to mean bequest of interest remaining after payment of claims and expenses).

- The "property" described in the text and the last line of Article Four is described as the Decedent's "primary residence" not her "homestead", further indicating the Decedent's intention that the homestead protections not apply.
- The Decedent must have known that the Delray Beach Property, valued on the Estate Inventory at $551,000 (V.2, R. p. 25), was her most valuable asset. If the Article Three devises and estate administration expenses are paid from the proceeds of sale of the Delray Beach Property, there will still be a very significant amount remaining for distribution to PAJARES and DONAHUE.

C. Article Three Is Not Trumped by Article Four Because They Can Be Reconciled and Article Three is More Specific

It is the court's duty to reconcile testamentary conflicts whenever possible to effect the testator's intent. Thus, two provisions must be construed in a manner which harmonizes them. Only if this is not possible, a later provision referring to the same subject matter will prevail, and then only to the extent necessary to give effect to that provision. *Jureski v. Scanduto*, 882 So. 2d 1061, 1064 (Fla. 4th DCA 2004). At issue in *Jureski* was clause 11, which bequeathed "any property that I may own at the time of my death" to L and W, and clause 12,

which bequeathed "my residuary estate" to L, W, and four others in equal shares. The trial court construed the self-drafted will as passing all property pursuant to the residuary clause. The Fourth District Court of Appeal affirmed, noting that neither party sought to introduce extrinsic evidence, and suggesting a harmonizing interpretation which had not been advocated by either party. 882 So. 2d at 1062-64.[1]

However, if, in construing conflicting provisions in a will, the effect of the later provision would be to cut down an earlier gift, such effect will not be given to the later provision unless it is as clear and unambiguous as the earlier provision. *See In re Roger's Estate*, 180 So. 2d 167 (Fla. 2d DCA 1965); *Hulsh v. Hulsh*, 431 So. 2d 658, 666 (Fla. 3d DCA 1983). "The theory for this holding is to the effect that where a testator positively makes a devise or bequest, there can be no intent in his mind to take it away or cut it down. An absolute gift of a property interest cannot be cut down by subsequent provisions unless words are used which are as clear and decisive as the words making the conveyance." Thomas, Florida Estates Practice Guide, § 31 at pp. 16-37, 16-38; *Rice*, 406 So. 2d at 475; *In re Roger's Estate*, 180 So. 2d at 171.

[1] *Elliot v. Krause, supra,* 531 So. 2d 74, is factually distinguishable. In *Elliot*, the Court held that the latter provision prevailed where it merely qualified the interest passing by the earlier provision in the will. *Id.*

In *Hulsh*, the court held that the testator's will evidenced an intent to provide life income estates for his mother and friend. Thus, the court reconciled the allegedly conflicting provisions as providing for the primary life income interests but also partial conditional interests for the other named beneficiaries. 431 So. 2d at 666.

Here, as stated above, Article Three and Article Four can be reconciled, as the court below held, to require sale of the Delray Beach Property, payment of estate administration expenses and the Article Three bequests from the sale proceeds, and distribution of the remaining funds to Appellant and DONAHUE. Moreover, to give effect to Appellant's construction of the later provision, Article Four, over Article Three, would require not only that the earlier devise be cut down, but that it be eliminated altogether. But Article Four, which itself qualifies the devise of the Delray Beach Property as subject to estate taxes and debts, can hardly be deemed a "clear and decisive" bequest of the Delray Beach Property as constitutionally exempt homestead. In addition, Article Three contains express language following the list of cash bequests directing that the bequests be paid "from the sale of" the Delray Beach Property, which is more specific than the apparent boilerplate reference in Article Four to "all my interest" in the property. As Appellant herself observes, Article Three does not seem to follow the basic format of the other provisions of the Will, indicating that the

Decedent purposely and intentionally wanted to direct the source for payment of the monetary bequests to her relatives. Why else would the Decedent have inserted the words "from the sale of" the Delray Beach Property in Article Three?

Interestingly, Appellant observes that "clearly the Decedent was not attempting to devise her homestead in Article Three." Appellant concedes then that Article Three and Article Four, which does purport to convey her homestead are not conflicting devises, but rather can be reconciled as the Court held in *Hulsh*, 431 So. 2d at 666.

Under these circumstances, the governing authorities preclude a construction that Article Four completely eviscerates the provisions of Article Three. Thomas, Florida Estates Practice Guide, § 31 at pp. 16-37, 16-38; *Rice*, 406 So. 2d at 475; *In re Roger's Estate*, 180 So. 2d at 171.

D. Appellant Cannot Now Argue That The Will is Ambiguous Or Seek to Rely Upon Facts Which Are Not In the Record

Where the testator's intent can be gleaned from the will itself, parol evidence will not be admissible. *Hulsh*, 431 So. 2d at 666. When clauses are in direct conflict and cannot be reconciled, and the testator's intent cannot be gleaned from the instrument, a patent ambiguity exists and extrinsic evidence is admissible to determine the testator's intent. *First Union Nat'l Bank of Florida v. Frumkin*, 659 So. 2d 463, 464 (Fla. 3d DCA 1995) (finding an irreconcilable conflict in provisions for invasion of trust principal required admission of extrinsic evidence

as to testator's intent); *Hardway v. First Nat'l Bank in St. Petersburg*, 133 So. 2d 468, 469 (Fla. 2d DCA 1969) (testimony of attorney draftsman was proper to aid in resolving ambiguity as to residuary devise).[2] Determining whether a will is ambiguous is a question of law, and essential to the resolution of that legal question is a factual question; to whom did the testator intend to devise his property? *Fine Arts Museum Foundation v. First Nat'l*, 633 So. 2d 1179, 1180 (Fla. 4th DCA 1994) (holding that testator's intent as gleaned from the four corners of the will was to benefit specific art school, but that latent ambiguity existed as to identity of art school).

In this case, Appellant and Appellees agreed below that the Decedent's Will is not ambiguous and that the Will may be construed without the need for extrinsic evidence. (V. 2, R. pp. 215-16, 229-53) To the extent that Appellant now argues, implicitly or expressly, that the Decedent's Will is ambiguous, Appellant failed to preserve that argument for appeal.

Moreover, Appellant's attempt to rely upon conjecture as to facts which are not in the record, such as whether language in Article Three directing the cash bequests to be paid from the sale of the Delray Beach Property was "a scrivener's error" (Initial Brief p. 12), should be disregarded.

---

[2] A latent ambiguity is where the words in the will are clear on their face, but some outside fact or circumstance creates an ambiguity as to how the will provision is to be applied. *Perkins v. O'Donald*, 82 So. 2d 401 (Fla. 1919).

II.

THE COURT CORRECTLY HELD THAT THE CONSTITUTIONAL HOMESTEAD PROTECTIONS DO NOT OVERRIDE THE DECEDENT'S INTENT WHERE THERE IS NO SPOUSE OR MINOR CHILD

It is true that, generally, if devised to an heir at law, homestead property will not be subject to claims, debts or estate administration claims. *Estate of Hamel*, 821 So. 2d 1276, 1279 (Fla. 2d DCA 2002). However, unless the testatrix is survived by a spouse or minor children, she is free to devise homestead property as she wishes, or to direct the sale of homestead property in her will. If the will contains a direction to sell homestead, the property is subject to debts, claims and estate administration expenses just as any other property. *See Cutler v. Cutler*, 994 So. 2d at 346-47; *Knadle v. Estate of Knadle*, 686 So. 2d 631 (Fla. 1st DCA 1996).

Cutler, a September 2008 decision of the Third District Court of Appeal, is precisely on point. In *Cutler*, the Court construed a direction in the testatrix's will that all claims and expenses of administration be paid from the residuary estate if sufficient. The testatrix further directed: "The balance of such items shall be paid out of and shall reduce equally the gifts under Article VI (the gift of my home to Cynthia...) and Article VII (the gift of the vacant real property next to my home to Edward...) herein." *Id.*, 994 So. 2d at 343. The Court held that even though a preceding provision in the will purported to bequeath "all of my

right, title and interest" to the testatrix's daughter, the devise of the homestead was subject to creditor's claims and expenses of administration. *Id.* at 345-46.

> Although [the testatrix] did not direct that her home be sold, she did direct, in a specific manner, that it be used to satisfy her debts. This was the equivalent of ordering it sold and the proceeds distributed to pay debts, actions which *Price* and its progeny confirm results in loss of homestead protections. While the benefits of homestead protections vest in a qualified beneficiary at the moment of a testator's death, the property in this case passed into the beneficiary's hands impressed with the obligation that deprived the property of homestead protection under article X, section 4.
>
> This is, of course, wholly consistent with article X, section 4 which expressly confers the power on the owner of homestead property to sell, mortgage or give it away. *See* Art. X, § 4(a)(2)(c), Fla. Const. ("The owner of homestead real estate, joined by the spouse if married, may alienate the homestead by mortgage, sale or gift and, if married, may by deed transfer title to an estate by the entirety with the spouse.") If a homestead owner (with no spouse and children) can sell, mortgage or give homestead property away while alive and use the proceeds from any such transaction as he or she sees fit, that same owner may give the property away upon death and order it to be used to satisfy debts even if such a devise means the property will no longer enjoy homestead protection."

Id. at 346.

The fact that the Decedent directed the Article Three bequests to be paid "from the sale" of the Delray Beach Property and directed in Article Four that her devise of the Delray Beach Property to DONAHUE and PAJARES would be in equal shares "after all estate taxes, debts are satisfied", is, as that in *Cutler*, the equivalent of ordering the homestead sold and the proceeds to be used to pay both the specific devises and expenses of estate administration. The Decedent was not

survived by a spouse or by minor children, and therefore there is no constitutional prohibition, nor is there any case law or public policy which prevents sale of the Delray Beach Property to satisfy bequests, claims and expenses. Simply stated, the Decedent had the right to dispose of the Delray Beach Property during her lifetime as she wished, and thus her intentions as expressed in her Will to dispose of the proceeds of sale such Property should be given effect.

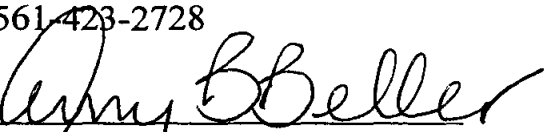
Conversely, to disregard the intentions of the Decedent as expressed in her Will would contravene the well established law requiring the Court to uphold such intent. In this case, the Court Appellant is not asking to protect the homestead from creditors of the estate, but to provide a windfall to Appellant PAJARES and DONAHUE, who will get a substantial sum of money in any event, but who seek to get the entire value of the Delray Beach Property at the expense of the Decedent's other relatives for whom she clearly intended to provide. There is no public policy to be served by such result.

To paraphrase from *Cutler*, 941 So. 2d at 346: this Court should hold that the Delray Beach Property is not subject to homestead protections out of consideration for the Decedent's legal right to have her wishes followed in the absence of any constitutional impediment. *See City Nat. Bank of Florida v. Tescher*, 578 So. 2d 701, 703 (Fla. 1991).

Conclusion

The lower court correctly determined the intent of the testatrix, Decedent Olga Kuhnreich, from a reading of her entire Will, as an intent to provide for all of the named beneficiaries, including the beneficiaries indicated in Article Three. Furthermore, the lower court correctly held that the constitutional homestead protections should not trump the testatrix's intent where there is no spouse or minor child. Therefore, the Order appealed from dated January 15, 2009 should be affirmed.

THE BELLER LAW FIRM, P.A.
Attorneys for Nicole Roges
and Conchita Abad
2101 NW Corporate Blvd., Suite 316
Boca Raton, FL 33431
Tel.: 561-994-4316
Fax: 561-423-2728

By: 
Amy B. Beller
Florida Bar No. 0141763

Certificate of Service

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via U.S. mail on June 11, 2009, on the persons indicated on the attached Service List in the manner indicated.

By: Amy B Beller
Amy B. Beller
Florida Bar No. 0141763

Certificate of Compliance with Font Requirements

I HEREBY CERTIFY that the foregoing brief complies with the font requirements of Rule 9.210(a)(2), Florida Rules of Appellate Procedure.

By: Amy B Beller
Amy B. Beller
Florida Bar No. 0141763

Service List

Matt Yon, Esq.
Counsel for Conchita Donahue
Hark Burkhalter, PL
3301 N.W. Boca Raton Blvd., Ste. 200
Boca Raton, Florida 33431

Jay L. Kauffman, Esq.
Counsel for Gladys Pajares
Herb & Kauffman, P.A.
2200 NW Corporate Blvd., Suite 315
Boca Raton, FL 33431

Lane Abbott a/k/a/ Orlando Abad
P.O. Box 12122
Raleigh, NC 27605

David Mears, a/k/a David Abad
8770 Sunset Drive
Miami, FL 33172-3512

Gina Donahue Norris
6133 S. Owens Court
Littleton, CO 80127

Maria DeCuena
8 Rue Guenot
75011 Paris, France

Robert Kuhnreich
740 West End Avenue
New York, NY 10025