IN THE COUNTY COURT, FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL COUNTY, FLORIDA

CASE NO.: 2014-CC-000174
DIVISION: E

SPRING HILL BUILDERS, LLC
A/A/O LLEWELLYN SADLER,

Plaintiff,

v.

STATE FARM FLORIDA INSURANCE COMPANY,

Defendant.
_____/

FINAL JUDGMENT AWARDING ATTORNEYS' FEES AND COSTS

This cause is before the Court on "Defendant's Second Amended Motion for Attorney Fees and Costs." The Court held an evidentiary hearing on March 25, 2015 and July 29, 2015. Defendant presented testimony of attorneys' fees expert Janet Brown and Plaintiff presented testimony of attorneys' fees expert William Cooper. The Court, having heard argument of counsel and witness testimony, having considered the record and relevant authorities, and being otherwise fully advised, hereby makes the following findings of fact and conclusions of law:

BACKGROUND

On January 29, 2014, Cohen Battisti filed a Complaint on behalf of Spring Hill Builders, LLC ("Plaintiff"), as assignee of Thomas and Llewellyn Sadler ("Insureds"), against State Farm Florida Insurance Company ("Defendant") for breach of an insurance policy for unpaid benefits. According to the Complaint, "[o]n or about May 15, 2013, Insured's Property and dwelling at 12847 Swamp Owl Lane, Jacksonville, FL was damaged by a property damage event." (Compl. ¶ 8.) The Complaint further alleged that the Insureds contracted with Plaintiff to "provide

necessary roofing and/or construction services," and, in exchange, the Insureds executed an assignment of benefits to Plaintiff. (Compl. ¶ 9.) At some point, Plaintiff submitted an invoice to Defendant. Defendant made a partial payment and Plaintiff filed the instant suit for full payment of the invoice. According to testimony presented by Timothy Lee, the owner of Spring Hill Builders, Defendant never actually denied a claim submitted by Plaintiff. The Complaint states that Plaintiff "submitted reasonably priced bills for the roofing and/or construction services provided to insured . . . to Defendant and has been unpaid or underpaid by Defendant for the same." (Compl. ¶ 10.) Attached to the Complaint was a copy of the assignment and copies of the invoices.

On March 18, 2014, Defendant served Plaintiff with a copy of an "Amended Motion for Sanctions" and an "Amended Second Motion for Sanctions," pursuant to section 57.105, Florida Statutes.[1] Defendant filed its Amended Motions for Sanctions on April 9, 2014, when Plaintiff failed to voluntarily dismiss the Complaint within the twenty-one day safe harbor period.

Instead of dismissing the action or filing an amended complaint within the twenty-one day safe harbor, Plaintiff litigated the matter without pause. For instance, Plaintiff served interrogatories, requests for admissions, requests for the production of documents, and demanded the deposition of Defendant's corporate representative. Plaintiff and its counsel were unnecessarily contentious. For example, in its written discovery requests to Defendant, Plaintiff attempted to obtain material that was not relevant to the instant breach of contract claim by requesting "bad faith" discovery items, such as claim handling manuals, guidelines, among other things. When Defendant objected and moved for the entry of a protective order, Plaintiff filed a

[1] The Court notes that Defendant also served Plaintiff with a "Motion for Sanctions" and a "Second Motion for Sanctions" on March 17, 2014. Because the original Motions were inadvertently filed on the same day as they were served, Plaintiff served the Amended Motions for Sanctions on March 18, 2014, and followed the correct statutory procedure by waiting twenty-one days before filing the Amended Motions for Sanctions.

"Motion to Compel Responses to Plaintiff's Discovery Requests." Paragraph Six of that Motion stated "Plaintiff hereby certifies its compliance with 1.380(a)(2), Fla. R. Civ. P., by conferring, or attempting to confer, with the person or party failing to make the subject discovery in an effort to secure the information or material without court action." Defendant later advised the Court that neither Plaintiff nor its lawyers ever conferred with Defendant. In response, on April 24, 2014, Defendant filed a "Verified Motion to Strike and for the Imposition of Sanctions." Plaintiff's lawyers refused to coordinate a hearing on the Motion.

Additionally, Plaintiff refused to timely respond to Defendant's discovery requests. When Plaintiff finally served responses, the Court found them to be deficient. For example, out of sixteen requests, Plaintiff contended it could not admit or deny twelve. Many of these twelve requests simply asked Plaintiff to admit the specific terms of the policy it had accused Defendant of breaching. Notably, Paragraph Fourteen of the Complaint alleged Plaintiff satisfied all conditions of the policy. However, when Defendant asked Plaintiff to admit that all conditions of the policy had not been satisfied, Plaintiff objected, stating the request was "vague and ambiguous."

Furthermore, Cohen Battisti repeatedly changed the attorney responsible for the instant case. This inevitably caused delay and confusion during hearings. For example, at hearings when the Court inquired as to the status of discovery responses, Cohen Battisti attorneys responded with, "I cannot answer that Judge, I just got on the file," and, "I am not the attorney who prepared the discovery responses, Your Honor, that was the prior attorney." Cohen Battisti asserted this excuse for approximately two months as they failed to attend depositions scheduled by Defendant.

At a hearing on June 3, 2014, the Court granted Defendant's motion to compel proper responses to its discovery requests. The Court ordered Plaintiff to serve full, complete, and proper responses to Defendant's written discovery, and warned Plaintiff that any deponent who failed to appear at depositions scheduled for July 7, 2014 and July 8, 2014 could be subjected to sanctions. At the hearing, the Court instructed Plaintiff as follows:

> THE COURT: All right. Here's what I'm going to do. I can't -- I've got 30 minutes on my calender [sic] today and our 30 minutes is up. I am going to order the plaintiff's [sic] to go ahead and respond to all of these requests for interrogatories. And I want a complete response, not this no, no, no, I don't know. Also, it's not going to be acceptable to the Court this stuff, well, we don't know because we're not the homeowner. You are putting yourself in the shoes of the homeowner. If you don't know, you need to go talk to the homeowner and get the answer.
>
> If you fail to do that or don't want to do that, that's fine, then I'm going to go ahead and dismiss the lawsuit. I want valid answers to these things. Now, if I have to come back later and there's still a dog fight over this, I'm going to assess court cost against somebody whether the plaintiff or State Farm. It doesn't really matter to me, but I'm going to assess court costs for somebody taking up the Court's time on this. Okay. So I suggest you look at it closely.
>
> The other thing, too, is there was plenty of notice given on these depositions that are scheduled. Now that the firm has elected to assign a third attorney, maybe they need to go ahead and assign a fourth attorney because I'm going to order that those depositions will be taken at the day and time previously scheduled.
>
> MR. ALLEN: Thank you, sir.
>
> THE COURT: If the plaintiff's don't show or the witnesses don't show, then there will be sanctions for that as well.

(Hr'g Tr. 35-37.)

On June 3, 2014, Plaintiff served an Amended Complaint, outside of the twenty-one day safe harbor, which added two counts, and failed to correct or address any of the deficiencies with the filing of this lawsuit that the Court explains in this Order. Minutes after it served the Amended Complaint, Plaintiff served Defendant with "Plaintiff's Motion to Tax Attorney Fees & Costs with Supporting Memorandum of Law." On June 6, 2014, Plaintiff filed a notice of voluntary dismissal without prejudice. Plaintiff asserted that the voluntary dismissal relieved it

from discovery obligations. Defendant countered, and the Court agreed, that Defendant still had the right to establish its entitlement to attorney fees under section 57.105, Florida Statutes. See, e.g., Pino v. Bank of New York, 121 So. 3d 23, 42-43 (Fla. 2013) ("If the plaintiff does not file a notice of voluntary dismissal or withdraw the offending pleading within twenty-one days of a defendant's request for sanctions under section 57.105, the defendant may file the sanctions motion with the trial court, whereupon the trial court will have continuing jurisdiction to resolve the pending motion and to award attorney's fees under that provision if appropriate, regardless of the plaintiff's subsequent dismissal.") Notwithstanding the Court's orders, Plaintiff and its attorneys made clear they had no intention of attending the scheduled depositions. On Sunday, June 15, 2014, Plaintiff's attorneys sent an e-mail to Defendant's attorney, which stated Plaintiff would not appear for the scheduled depositions.

On June 17, 2014, the Court heard Defendant's "Amended Motion for Order to Show Cause, directed at Plaintiff's alter ego, Raven Roofing, Inc." Plaintiff's attorneys and the attorney for Raven Roofing appeared at the hearing. The Court rejected the argument that the voluntary dismissal negated the Court's Order requiring proper discovery responses by June 23, 2014 and attendance at the July 7, 2014 and July 8, 2014 depositions. The Court warned that failure to comply with the Order could warrant sanctions. The day after the Court entered its written order directing Plaintiff to delivery proper discovery responses and to attend the depositions, Plaintiff filed an "Emergency Motion to Withdraw as Counsel," asserting irreconcilable differences between Cohen Battisti and Plaintiff. Cohen Battisti also requested a thirty-day stay in the proceedings to allow Plaintiff to retain new counsel. Defendant argued the emergency motion was an attempt to prevent Defendant from obtaining discovery responses and from taking depositions.

The Court denied the emergency motion to withdraw. In response, on June 22, 2014, the night before the Court's deadline to provide adequate discovery responses, Cohen Battisti filed "Plaintiff's Motion for Extension of Time to Respond to Defendant's Discovery Requests/Comply with Court Order." Cohen Battisti asked for a second extension of at least ten days to respond to Defendant's discovery. Contemporaneously, Plaintiff, and its attorneys, served "Plaintiff's Motion for Rehearing and/or Reconsideration Regarding Order Granting State Farm's Second Amended Motion to Compel" and "Plaintiff's Motion for Protective Order." Plaintiff asked the Court to vacate the Order from the hearing held three weeks before, to which Plaintiff and its attorneys had never objected. On June 30, 2014, the Court issued written Orders denying Plaintiff's motion for a second extension, denying the motion for reconsideration, and, granting Defendant's motion for contempt, or other appropriate sanctions. Still, Plaintiff and its attorneys failed to comply with the Court's orders. Plaintiff's record custodian, corporate representative, and owner all failed to appear for the depositions scheduled for July 7, 2014. Two days later, Plaintiff filed a "Motion for Emergency Stay" with the circuit court sitting in its appellate capacity. The appellate court denied the motion. On July 15, 2014, Defendant filed a "Second Motion for Order of Contempt."

On August 14, 2014, the Court held a hearing to determine the proper sanctions to be imposed pursuant to the Court's June 30, 2014 Order on Defendant's Motion for Order of Contempt, the July 16, 2014 Order on Defendant's Second Motion for Order of Contempt, and the Court's July 16, 2014 Order on Defendant's Motion for Order of Contempt as to Raven Roofing. At that hearing, the Court held Springhill Builders, Raven Roofing, Timothy Lee (owner of Spring Hill Builders and Raven Roofing), Cohen Battisti, and Regan Zebouni & Atwood, P.A., in contempt of court. The Court sanctioned each party, and awarded all

reasonable attorneys' fees and costs to Defendant, finding Defendant was forced to incur significant amounts in attorneys' fees as a direct result of the actions of Plaintiff and Cohen Battisti. The Court ordered Plaintiff to serve full, complete, and proper responses to Defendant's discovery requests within fifteen days, and ordered Ana Torres of Cohen Battisti to appear for all future hearings in the case.

Defendant filed the instant "Second Amended Motion for Attorney Fees Costs" on July 9, 2014, pursuant to Florida Rule of Civil Procedure 1.525, which provides that a party seeking costs and fees shall serve a motion no later than thirty days after the service of a voluntary dismissal. In the instant Motion, Defendant incorporated its previous section 57.105 claims and outlined the nature of the discovery disputes, which served a basis for the Court's imposition of sanctions in prior orders.

DISCUSSION

A trial court may award fees pursuant to section 57.105(1), Florida Statutes, when the party or its attorney pursued a claim that is without factual or legal merit. "The determination of factual or legal merit can occur either when the claim or defense is first made, or later when the party discovers, or should have discovered, that the claim or defense lacks factual or legal merit." Long v. AvMed, Inc., 14 So. 3d 1264, 1265 (Fla. 1st DCA 2009) (citing Gopman v. Department of Education, 974 So. 2d 1208, 1210 (Fla. 1st DCA 2008)). The test for determining whether a fee award under section 57.105(1) is appropriate, "is simply whether the 'party or his counsel knew or should have known, at the time of filing, [that the claims were] not grounded in fact, or were not warranted by existing law or by reasonable argument for extension, modification, or reversal of existing law.' " Id.

Importantly, a party seeking fees pursuant to section 57.105 does not have to demonstrate a complete absence of a justiciable issue of fact or law. Gopman., 974 So. 2d at 1210 (citations

omitted). Instead, section 57.105 "permits fees to be recovered for any claim or defense that is insufficiently supported." Id; see also Martin Cnty. Conservation Alliance v. Martin Cnty., 73 So. 3d 856, 858 (Fla. 1st DCA 2011) ("Section 57.105 does not require a finding of frivolousness to justify sanctions, but only a finding that the claim lacked a basis in material facts or then-existing law.")

A. Sanctions Should Be Imposed

Initially, the Court notes that at the attorneys' fees hearing, Plaintiff and Cohen Battisti argued the Court lacks jurisdiction over the instant Motion, because Plaintiff voluntarily dismissed this case.[2] However, a voluntary dismissal does not "oust the trial court of jurisdiction" to entertain a section 57.105 motion. Neustein v. Miami Shores Vill., 837 So. 2d 1054, 1055 (Fla. 3rd DCA 2002); see also Pino v. Bank of New York, 121 So. 3d 23, 41 (Fla. 2013) ("A notice of voluntary dismissal does not divest a trial court of jurisdiction to award sanctions under section 57.105 . . . even after a voluntary dismissal is taken.").

The parties vigorously argued the issue of entitlement at the attorneys' fees hearing. Defendant set forth several arguments as to why counsel knew or should have known the Complaint was not supported by existing law. Primarily, Defendant maintained the Insureds' assignment of benefits to Plaintiff was invalid, because the Insureds failed to satisfy the policy's conditions precedent to filing a lawsuit by failing to submit a proof of loss. See Goldman v. State Farm Fire Gen. Ins. Co., 660 So. 2d 300, 305 (Fla. 4th DCA 1995) (holding insurer need not show prejudice when insured breaches condition precedent); Starling v. Allstate Floridian

[2] The Court notes that Plaintiff also challenged the Court's jurisdiction when it filed a "Motion for Emergency Stay" in the circuit court asserting the lower court was without jurisdiction to enter orders after the voluntary dismissal. On July 11, 2014, Circuit Court Judge Hugh Carithers entered an "Order Denying Motion for Emergency Stay" (Case No: 2014-CA-4701), holding the lower court's jurisdiction was proper because "the lower tribunal is now only addressing proceedings and discovery related to the defendant's motion for costs and attorney's fees, filed pursuant to Fla. Stat. § 57.105."

Ins. Co., 956 So. 2d 511, 513-14 (Fla. 5th DCA 2007) (holding insured's failure to provide insurer with signed and sworn proof of loss within 60 days of house fire constituted material breach of policy's condition precedent barring recovery and relieving insurer of obligations under contract).[3] It is undisputed that the Insureds never submitted a proof of loss, and that submission of a sworn proof of loss was a condition precedent to bringing an action under the Insureds' State Farm insurance policy.

At the hearing, Jayme Buchanan testified on behalf of Cohen Battisti. Ms. Buchanan testified that her firm had filed approximately eighty law suits against insurance companies in just the first twenty days of July alone. Ms. Buchanan testified that she was the attorney who signed Plaintiff's Complaint and was responsible for completing the firm's pre-suit checklist before filing the Complaint. In response to questions from Defendant on cross examination, Ms. Buchanan testified that she did not determine whether the Insureds had satisfied the conditions precedent before filing the Complaint, because her client, Plaintiff, was suing as assignee and was not the insured party responsible for satisfying the conditions precedent. She stated that it was not Plaintiff's burden to file proof of loss, but that of the Insureds.

However, the Court finds that Florida law is clear that this "burden" did, in fact, transfer to Plaintiff, in the sense that it could not file suit until the condition precedent was complied with, meaning that Plaintiff could not file suit unless and until the Insureds submitted proof of loss, even if it was untimely. See Kroener v. Florida Ins. Guar. Ass'n, 63 So. 3d 914, 916 (Fla.

[3] When an insured complies with the policy's conditions precedent in an *untimely* manner before filing suit, then the insurer is only relieved of its duties under the policy *if it was prejudiced* by the insured's breach. Hunt v. State Farm Florida Ins. Co., 145 So. 3d 210, 211-12 (Fla. 4th DCA 2014) (citations omitted). In that case, prejudice to the insurer is presumed and the insured bears the burden of rebutting the presumption; thus, the issue can be a determination for the fact finder. Id. at 212-13. Here, however, the record shows the Insured never submitted proof of loss. See Rodrigo v. State Farm Florida Ins. Co., 144 So. 3d 690, 692 (Fla. 4th DCA 2014), review denied, No. SC14-1846, 2015 WL 1422471 (Fla. Mar. 27, 2015) (affirming summary judgment for insurer where insured argued she provided insurer with bills, estimates, invoices, and other documents to prove damages, but failed to file a sworn proof of loss).

4th DCA) (holding insured's assignees were not entitled to recover benefits under insurance policy when notice of the claim was given two years and two months after loss); Highlands Ins. Co. v. Kravecas, 719 So. 2d 320 (Fla. 3d DCA 1998); Solominski v. Citizens Prop. Ins. Corp., 99 So. 3d 973 (Fla. 4th DCA 2012) (explaining that in Kroener and Kravecas the original policyholders had no unreimbursed losses pending at the time of assignment and no claim had been made which could be assigned, so when the assignment occurred there were no benefits to assign and third-party claimants had no entitlement to make claim). Ms. Buchanan testified that she never saw the Insureds' policy. She further testified she thought Plaintiff was entitled to sue for the remaining payment because Defendant had submitted partial payment. However, " '[i]nvestigating any loss or claim under any policy or *engaging in negotiations looking toward a possible settlement* of any such loss or claim' does not constitute a waiver of a 'sworn proof of loss' requirement." Rodrigo, 144 So. 3d at 692 (citing § 627.426(1)(c), Fla. Stat. (2007)) (emphasis in original).

In addition, Defendant submitted deposition testimony showing the assignment was procured by fraud, as the Insureds were elderly, in questionable health, and at least one of them suffered from dementia. Defendant introduced the deposition testimony of five different former employees of Mr. Lee who stated that he conducts fraud as a regular course of business. Mr. Lee testified at the attorneys' fees hearing that he billed State Farm for interior work that was never performed, and also admitted to some inaccuracies in the estimate sent to Defendant.

Also troubling is that several allegations in the Complaint, such as the date, time and cause of the purported loss were unsupported by facts and were inaccurate. Contrary to Ms. Buchanan's testimony, Mr. Lee testified that no one from Cohen Battisti ever discussed the details of the lawsuit with him before filing the Complaint, and that he never saw the Complaint

before it was filed. Mr. Lee testified that Cohen Battisti filed twenty-three complaints on behalf of Spring Hill Builders, and Mr. Lee never saw any of the complaints or any of the discovery responses Cohen Battisti drafted.

It was also discovered during depositions that Mr. Lee who is sole owner of both Raven Roofing and Springhill Builders would submit bills to Cohen Batista for roof repairs then submit another bill written on Springhill Builders invoice for reviewing Raven Roofing work and certifying it was done correctly, in essence charging the defendants for approving his own work. This clearly was a fraudulent practice that Cohen Battisti was well aware of and complicit in.

Even if the Court did not find it appropriate to award fees under section 57.105, it would assess attorneys' fees on the basis of Cohen Battisti's continued bad conduct throughout the course of this litigation. See Moakley v. Smallwood, 826 So. 2d 221, 224 (Fla. 2002) ("[S]ince 1920, this Court has recognized the inherent authority of trial courts to assess attorneys' fees for the misconduct of an attorney in the course of litigation.") (citing U.S. Sav. Bank v. Pittman, 86 So. 567, 572 (1920)); Lake Worth Utils. Auth. V. Haverhill Gardens, Ltd., 415 So. 2d 125, 127 (Fla. 4th DCA 1982) ("[I]f a party is found in contempt, it is proper for the court to compensate the injured party by assessing attorney's fees for the contempt proceedings.") (citing Lance v. Plummer, 353 F.2d 585 (5th Cir. 1965)). At the August 14, 2014 hearing to determine the proper sanctions to be imposed pursuant to Defendant's motions for contempt, the Court found that as a direct result of Plaintiff and its attorneys' repeated failures to comply with the Court's orders, Defendant was unnecessarily compelled to expend fees for representation emanating not only from the filing of an unfounded complaint, but also from Plaintiff and Cohen Battisti's continued violations of court orders to engage in discovery. Even after the Court held the parties in

contempt and found that Defendant was entitled to attorneys' fees, Plaintiff and Cohen Battisti continued to obstruct and fragrantly ignore the Court's orders.

Section 57.105 contains a safe harbor provision requiring the moving party to serve the offending party with the motion at least twenty-one days before the motion is filed with the court. The moving party cannot file the motion if, within those twenty-one days, the offending party withdraws or corrects the challenged conduct. § 57.105(4), Fla. Stat. Plaintiff filed an amended complaint *after* the twenty-one day safe harbor. The Court finds that Defendant has complied with the requirements of section 57.105(4), Florida Statutes, by providing Plaintiff at least twenty-one days' notice of its intent to file a motion for sanctions pursuant to section 57.105. There is no dispute that counsel for Defendant sent a section 57.105 safe harbor letter and a copy of the motion for sanctions to Plaintiff's counsel on March 18, 2014.

Based on the above case law, the Court finds that sanctions should be imposed pursuant to section 57.105, because, at the time they filed the Complaint and certainly by April 9, 2014 when Defendant filed its Amended Motions for Sanctions, Plaintiff and its attorneys should have known the Complaint was not supported by the application of then-existing law to the material facts.

B. Reasonable Attorneys' Fees

Defendant seeks a total of $92,912.00 in attorneys' fees dating from the beginning of this case to the continued attorneys' fees hearing on July 29, 2015. In determining a reasonable attorneys' fee, the Court must apply the federal lodestar approach, which is calculated by multiplying the number of hours reasonably expended on the litigation by the reasonable hourly rate for the services provided by counsel for the prevailing party. Key W. Polo Club Developers, Inc. v. Towers Const. Co. of Panama City, 589 So. 2d 917, 918 (Fla. 3d DCA 1991); Glisson v.

Jacksonville Transp. Auth., 705 So. 2d 136, 137 (Fla. 1st DCA 1998). A court awarding fees pursuant to section 57.105 must set forth specific findings and state the grounds upon which the fee awarded is based and follow the procedure outlined in Florida Patient's Comp. Fund v. Rowe, 472 So. 2d 1145 (Fla. 1985). Id.

At the hearing, Mr. Cooper testified that the hourly rates charged by Defendant's attorneys were reasonable and within acceptable standards for this area. Plaintiff and Cohen Battisti did not raise any objections to the reasonable hourly rate of Defendant's attorneys. The Court agrees that the hourly rates of $200, $185, and $95 are reasonable.

Next, the Court must determine the number of hours reasonably expended on the litigation. The Court has conducted a thorough evaluation of Defendant's billing records for hours expended on this case, which break down as follows:

Biller	Hours	Rate	Amount
CLA	247.2	$200	$49,440.00
BAH	170.9	$185	31,616.50
APC	57.2	$185	10,582.00
JMK	2.2	$185	407.00
AJR	0.2	$200	40.00
MBL	8.7	$95	826.50
Totals	486.4		$92,912.00

The Court finds that 486.4 hours of attorney time were reasonable and necessary to expend on this case for an approximate time period of eighteen months in which Defendant filed several motions for summary judgment, a motion for protective order, motions for sanctions, motions for attorneys' fees, motions for orders to show cause, motions for an order of contempt, etc. Most of these motions and, therefore, fees, were generated as a result of Plaintiff's conduct. Moreover,

aside from travel time, there were no objections to Defendant's costs. The Court also finds the $4,331.72 in costs requested by Defendant were reasonably necessary.

CONCLUSION

In conclusion, the Court finds that based on the evidence presented at the attorneys' fees hearing, Cohen Battisti is one hundred percent responsible for the filing of this meritless lawsuit. The evidence shows that the actual plaintiff in this case, Spring Hill Builders, never even reviewed the Complaint before Cohen Battisti filed the suit. The Court finds that Cohen Battisti knew or should have known this was a frivolous lawsuit.

In light of the foregoing, it is hereby **ORDERED AND AJUDGED** that:

1. Defendant's Amended Motion for Attorney Fees and Costs is **GRANTED**.

2. Defendant, State Farm, Post Office Box 106133, Atlanta, Georgia 30348-6133, shall recover attorneys' fees from Plaintiff's attorneys, Cohen Battisti, P.A., 1211 Orange Avenue, Suite 200, Winter Park, Florida 32789, **in the amount of $92,912.00**.

3. Defendant, State Farm, Post Office Box 106133, Atlanta, Georgia 30348-6133, **shall recover costs** from Plaintiff, Spring Hill Builders, LLC, 7979 Ramona Boulevard West, Jacksonville, Florida 32221, pursuant to section 57.041, Florida Statutes**, in the amount of $4,331.00.**

4. Defendant, State Farm, Post Office Box 106133, Atlanta, Georgia 30348-6133, **shall recover expert fees** from Plaintiff, Spring Hill Builders, LLC, 7979 Ramona Boulevard West, Jacksonville, Florida 32221, pursuant to section 57.041, Florida Statutes, **in the amount of $11,094.00.**

5. The total amount, $108,337.72, shall bear interest at the applicable statutory rate, for which let execution issue.

6. Plaintiff, Spring Hill Builders, LLC, 7979 Ramona Boulevard West, Jacksonville, Florida 32221, and, Plaintiff's attorneys, Cohen Battisti, P.A., 1211 Orange Avenue, Suite 200, Winter Park, Florida 32789, shall complete under oath, pursuant to Florida Rule of Civil Procedure 1.560, a Form 1.977 (Fact Information Sheet), attached hereto, including all required attachments, and serve it on counsel for State Farm, Curt Allen, Esquire, 777 S. Harbour Island Boulevard, Suite 500, Tampa, Florida 33602, within 45 days from the date of this final judgment, unless the final judgment is satisfied, or, post-judgment discovery is stayed.

7. The Court retains jurisdiction of this case to enter further orders that are proper to compel Plaintiff, Spring Hill Builders, LLC, 7979 Ramona Boulevard West, Jacksonville, Florida 32221, and, Plaintiff's lawyers, Cohen Battisti, P.A., 1211 Orange Avenue, Suite 200, Winter Park, Florida 32789, to complete the Form 1.977, including all required attachments, and serve it on counsel for State Farm, Curt Allen, Esquire, 777 S. Harbour Island Boulevard, Suite 500, Tampa, Florida 33602.

DONE AND ORDERED in Chambers, in Jacksonville, Duval County, Florida this 27 day of August, 2015.

JOHN A. MORAN

JOHN A. MORAN
County Court Judge

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