Steve Maher's Significant Appellate Decisions

11.12.15

Steve Maher has participated in a number of cases that have established significant legal precedents. These include:

Evanto v. Federal National Mortg. Ass'n, __ F.3d __, 2016 WL 788120 (11th Cir. 2016) (In a matter of first impression at the federal Circuit Court of Appeals level, the Court found that Evanto failed to state a claim against Fannie Mae because the failure to provide a payoff balance, the factual basis of his action against Fannie Mae, is not a violation "apparent on the face of the disclosure statement provided in connection with such transaction pursuant to this subchapter," 15 U.S.C. § 1641(e)(1). The Court determined that a "disclosure statement is a document provided before the extension of credit that sets out the terms of the loan. But a payoff balance can be provided only after a loan has been made and contains the amount yet to be repaid. There is no way that the failure to provide a payoff balance can appear on the face of the disclosure statement." The Court reached its conclusion based on the plain meaning of the text, and rejected Evanto's argument that it should fix a supposed "loophole" in the statute. Evanto advanced policy reasons for extending the cause of action against assignees to include violations of section 1639g, but the Court rejected that attempt.

FirstBank Puerto Rico d/b/a FirstBank Florida v. Othon, __ So. 3d __, 2015 WL 1813996 (Fla. 4th DCA 2015) (Finding that it was a departure from the essential requirements of law for a trial court to grant continuances and postponements on the "ground" of benevolence and compassion as that does not constitute a lawful, cognizable basis for granting relief to one side to the detriment of the other, and thus cannot support the order below as no judicial action of any kind can rest on such a foundation.)

Geico General Ins. Co. v. Rodriguez, 155 So. 3d 1163 (Fla. 3d DCA 2014) (Determining that while an insured's misrepresentations in his deposition constituted sanctionable conduct, they are not the type of material misrepresentations "relating to insurance" that would implicate the "Fraud and Misrepresentation" provision of the GEICO policy and allow GEICO to void the policy based on those misrepresentations.)

Dinuro Investments, LLC v. Camacho, 141 So. 3d 731 (Fla. 3d DCA 2014) (A member of limited liability company (LLC) brought actions against other LLC members for breach of operating agreement, tortious interference of the agreement, and civil conspiracy. The trial court dismissed the member's claims for lack of standing and the member appealed. The Third District affirmed, holding that:(1) the member was required to show direct harm and special injury in order to bring direct action against other members; (2) the member suffered no direct harm; and (3) members do not owe each other a separate duty based on language in operating agreement.)

Provident Life and Accident Ins. Co. v. Genovese, 138 So. 3d 474 (Fla. 4th DCA 2014) (The insured under a disability policy brought breach of contract action against the insurer arising out of insurer's termination of benefits at age 65 based on a jury's finding, in prior litigation, that the insured had become totally disabled after he had turned 60 years of age. In a second action brought by the insured, in which he contended that he should not be bound by the jury's determination of the age at which he became totally disabled, the insurer sought summary judgment and then directed verdict based on the grounds that relitigation of the age at which the insured had become totally disabled was barred by collateral estoppel. The trial court denied these requests, and entered judgment on a jury verdict, entered in that second action, in favor of the insured on the issue of the age at which he became disabled. The insurer appealed, and the Fourth District held that: (1) the issue of the date insured became totally disabled was presented in the prior litigation; (2) the issue was a critical and necessary part of the prior litigation; (3) the issue was actually litigated in the prior litigation; and (4) the insured had a full and fair opportunity to litigate the issue in the prior litigation, so relitigation of the issue in a second action was barred by collateral estoppel.)

RC/PB, Inc. v. Ritz-Carlton Hotel Co., L.L.C., 132 So. 3d 325 (Fla. 4th DCA 2014) (In a commercial litigation involving a franchise agreement, the trial court ordered a corporation to produce documents to which the corporation asserted an attorney-client privilege. Corporation petitioned for a writ of certiorari, and the Fourth District held that an in camera inspection was needed before trial court could order production of documents, and the court set out the matters that the trial court should consider upon in camera inspection.

Benihana of Tokyo, Inc. v. Benihana, Inc., 129 So. 3d 1153 (Fla. 3d DCA 2014) (Corporation and two of its subsidiaries brought an action against another corporation and two individuals alleging, among other things, that a federal lawsuit filed by defendant corporation was intended to disparage and diminish the value of plaintiff corporation. The trial court denied defendants' motion to stay the state court action pending resolution of the federal lawsuit and another federal lawsuit. Defendants filed petition for writ of certiorari, and obtained an interlocutory stay. The Third District held that defendants were entitled to a stay of the state court action pending resolution of the federal lawsuits.

GEICO General Ins. Co. v. Hoy, 136 So. 3d 647 (Fla. 2d DCA 2013) (Insured who released her uninsured motorist (UM) claim against automobile insurer in exchange for the $10,000 policy limit, with half going to insured and half to hospital that agreed to accept that amount in full satisfaction of a $29,039.75 statutory lien, brought action against insurer for fraud in the inducement, among other claims, alleging that hospital misrepresented to her that she would receive the entire $10,000. The action was consolidated with insured's separate action against the uninsured motorist involved in the underlying accident. After entry of a jury verdict awarding insured $20,000 on her fraud in the inducement claim, the trial court denied insurer's post-trial motions except its motion for remittitur and, after insured rejected the proposed remittitur, granted insured a new trial as to damages. Insurer appealed, and insured cross-appealed. The Second District affirmed in part, reversed in part, and remanded, holding that insured failed to present evidence of any injury resulting from insurer's

alleged misrepresentation.)

GEICO General Ins. Co. v. Pruitt, 122 So. 3d 484 (Fla. 3d DCA 2013) (The estate of an alleged tortfeasor brought declaratory action against automobile insurer following estate's stipulation to consent judgment in injured motorists' tort suit. The injured motorists were joined as defendants and cross-claimed for bad faith and breach of contract. The insurer brought a separate action seeking declaration that there was no coverage. The estate counterclaimed to declare coverage and allege bad faith. The cases were consolidated for limited purposes. The trial court granted partial summary judgment in favor of estate and injured motorists as to the reasonableness and good faith of the consent judgment, and granted injured motorists' motion to strike insurer's defenses regarding the consent judgment. On appeal, the Third District found the "case presents a novel issue" as to the timing of review, but on the facts presented found the review sought there was premature because the trial court orders under review were non-final and non-appealable, as related claims remained pending between the parties.

Truck Ins. Exchange v. Pediatrix Med. Group, Inc., 121 So. 3d 50 (Fla. 4th DCA 2013) (Consolidated appeal of a non-final order refusing to compel arbitration and a petition for writ of certiorari to the trial court as to the order denying a stay of proceedings. The Fourth District reversed the order denying the appellant's motion to compel arbitration and granted certiorari as to the order denying a stay of proceedings in this statutory insurance bad faith action, pending arbitration scheduled between the parties in California.)

Pugliese v. Terek, 117 So. 3d 1230 (Fla. 3d DCA 2013) (Personal injury action was brought in connection with automobile accident as to which defendants did not contest liability. After jury awarded damages for past and future medical expenses and for past and future pain and suffering, the trial court granted plaintiff's motion for additur or a new trial. Defendants appealed. The Third District held that the grant of motion for additur or new trial based on jury's failure to award medical expenses for a second surgery was error, where the evidence at trial was conflicting and where the jury could have reached its verdict in a manner consistent with the evidence.)

U.S. Bank Nat. Ass'n v. Cramer, 113 So. 3d 1020 (Fla. 2d DCA 2013) (Foreclosure action was brought with respect to property that had formerly been operated as a gas station. After entry of foreclosure judgment, mortgagee moved for appointment of a receiver. The trial court denied the motion. Mortgagee appealed. The Second District held that mortgagee was entitled to postjudgment appointment of a receiver.

Plantation Key Office Park, LLLP v. Pass Intern., Inc., 110 So. 3d 505 (Fla. 4th DCA 2013) (Owner and operator of office complex brought action against contractor and subcontractors for reformation, breach of contract, negligence, and statutory violations after a fire occurred during a multi-million dollar renovation project. The trial court entered summary judgment in favor of contractor and subcontractors. Owner and operator appealed. The Fourth District held that material fact issue regarding whether parties intended document that covered claims for consequential

damages, purchase of insurance, and waivers of subrogation to be a part of the agreement precluded summary judgment.)

Meadows v. Medical Optics, Inc., 90 So. 3d 924 (Fla. 4th DCA 2012) (Former employer sued former employee to enforce a non-competition contract, and sought temporary injunction. The trial court issued temporary injunction. Former employee appealed. The Fourth District concluded that the trial court's findings were supported by competent, substantial evidence and its legal conclusion correct, but found that the trial court erred by failing to take evidence to determine the appropriate amount of the bond).

Topol v. Polokoff, 88 So. 3d 341, 2012 WL 1605310 (Fla. 4th DCA 2011) (Dissolution of marriage action was brought. After husband's death during the proceedings, one of husband's daughters sought declaratory decree that husband's redesignation of wife as the beneficiary of an individual retirement account (IRA), pursuant to an interlocutory order requiring him to do so, was invalid. The Circuit Court awarded summary judgment to daughter. Wife appealed. The Fourth District held that the trial court's interlocutory order, in the dissolution action, requiring husband to redesignate wife as the beneficiary of the IRA did not survive abatement of the dissolution action after his death, and as matter of first impression in the state, husband's redesignation of wife as the beneficiary pursuant to the interlocutory order did not survive abatement of the action.

Rainess v. In re: Estate of Machida, 81 So. 3d 504 (Fla. 3d DCA 2012) (Bank petitioned to reopen estate administration and brought as adversary proceeding interpleader action to determine rightful beneficiary of decedent's individual retirement account (IRA), and it named the decedent's widower and nephew as respondents. Widower and nephew filed cross-claims against one another. Widower filed counter-petition against bank for conversion, breach of fiduciary duty, negligence, and breach of contract. Following trial, the Circuit Court entered judgment awarding widower and nephew equal shares of the IRA and finding in favor of bank on widower's claims. Widower appealed and bank cross-appealed seeking attorney's fees. The Third District affirmed in part and reversed in part and held that the bank could interplead decedent's entire individual retirement account (IRA), that widower was not entitled to prejudgment interest, that an alleged photocopy of IRA simplifier was not admissible to the same extent as an original under best evidence rule, that that trial court's decision that decedent designated respondents as co-equal 50% beneficiaries of IRA was supported by substantial, competent evidence, that bank was not entitled to attorney fees and that widower was not entitled to post-judgment interest.

Rothman v. Marshall, 83 So. 3d 859 (Fla. 4th DCA 2011) (Co-trustee of trust benefiting ward filed objection to guardianship plan filed by guardian of ward's person 30 days after the plan was filed. The Circuit Court, which had already approved the plan, denied the objection as untimely. The Co-trustee appealed, claiming that the objection was timely because it had been filed within the 30 day period for filing of objections set out in the statute. The Fourth District reversed and remanded, holding that the objection was timely and the co-trustee was entitled to a hearing on her objection.

National City Bank v. Accent Marketing Associates, LLC, 82 So. 3d 1060 (Fla. 4th DCA 2011) (Contractor brought action against homeowners to foreclose a construction lien, and homeowners brought third-party complaint against bank for improperly disbursing money from a construction loan directly to contractor. After entry of default judgment against bank, the Fifteenth Judicial Circuit Court, Palm Beach County granted bank's motion to set aside the default on the basis of excusable neglect. Homeowners appealed, and the District Court of Appeal, 46 So.3d 1199, reversed and remanded. On remand, bank moved for a hearing on its alternative argument that it had a due process entitlement to a hearing on unliquidated damages. The Circuit Court, denied the motion and the Bank appealed. The Fourth District Court of Appeal reversed and remanded and held that: (1) the doctrine of res judicata did not bar trial court from considering bank's alternative argument on remand, and (2) the doctrine of law of the case did not bar trial court from considering bank's alternative argument on remand.)

Hock v. Legacy Bank of Florida, 82 So. 3d 845 (Fla. 4th DCA 2011), (Mortgagee brought action to foreclose home equity mortgage, and mortgagors asserted affirmative defenses and a counterclaim, including an affirmative defense of rescission pursuant to the Truth in Lending Act (TILA). The Fifteenth Judicial Circuit Court, Palm Beach County, entered order requiring mortgagors to post a $400,000 bond into the court registry as a condition of maintaining the rescission affirmative defense. Mortgagors sought review of that order by a petition for writ of certiorari. The Fourth District Court of Appeal refused to grant certiorari and held that mortgagors failed to show that trial court's order would cause irreparable harm not remediable on appeal.)

SR Acquisitions—Florida City, LLC v. San Remo Homes at Florida City, LLC, 78 So. 2d 636 (Fla. 3d DCA 2011) (Mortgagee, which was formed by two of the three members of mortgagor in order to purchase the mortgage loan from the original lender, filed petition for writ of mandamus seeking to compel trial court in its underlying foreclosure action against mortgagor to set a foreclosure sale and deny any further requests for postponements of the date. The Third District held that mortgagee was entitled to writ of mandamus compelling trial court to rule on pending motion by non-party third member of mortgagor for relief from the foreclosure judgment.)

Schwartz v. Guardian Life Ins. Co. of America, 73 So. 3d 798 (Fla. 4th DCA 2011) (When insurer filed complaint for interpleader and declaratory relief, naming insured's widow and insured's sister as defendants, seeking to determine who was entitled to life insurance proceeds, insured's widow brought counterclaim for breach of contract. The Circuit Court denied the widow's motion for summary judgment, granted insurer's motion for summary judgment, and entered a final judgment. The widow appealed. The Fourth District reversed the judgment because it found a fact question, but, as a matter of first impression, determined that the facility of payment statute applies equally to claims that a change of beneficiary was obtained by fraud or by undue influence, and determined that a good faith requirement is not imputed to the application of the facility of payment statute and that the facility of payment statute does not impose a duty on insurer to investigate whether a change of owner or beneficiary has been procured by forgery.)

Diaz v. State, Agency for Health Care Administration, 65 So. 3d 78 (Fla. 3d DCA 2011) (Group homes for developmentally disabled Medicaid recipients. and the operator of the group homes, appealed from an order of the Agency for Health Care Administration (AHCA) dismissing, with prejudice, their petition for formal administrative hearing, and an order of the Agency for Persons with Disabilities (APD) denying their petition for formal administrative hearing, arising out of APD's termination without cause of its Medicaid provider agreement with operator, and AHCA's resulting termination of operator's Medicaid provider number. The Third District Court of Appeal held that: (1) no contractual provision or legal authority required resolution of the dispute to occur in a forum other than the circuit court, and (2) termination of the provider agreement without cause did not implicate operator's substantial interests, so as to warrant resolution of the dispute by administrative proceedings.)

Genovese v. Provident Life and Accident Insurance Company, 74 So. 3d 1064 (Fla. 2011) (Supreme Court of Florida, answering question certified to it by the Fourth District Court of Appeal, held that attorney-client privileged communications are not discoverable in an action by a first-party insured against insurer for bad faith).

PNC Bank v. Progressive Employer Services II, 55 So. 3d 655 (Fla. 4th DCA 2011) (Borrowers brought action against lender alleging that lender breached credit agreement entered into by the parties. The Circuit Court granted summary judgment in favor of borrowers. Lender appealed. The Fourth District reversed, holding that the lender did not breach the agreement, that the early termination fee provision did not constitute a liquidated damages provision, and that the trial court abused its discretion in denying lender's motion to amend to add a counterclaim.)

Bristol West Insurance Company v. MD Readers, Inc., 52 So. 3d 48 (Fla. 4th DCA 2010) (Provider of magnetic resonance imaging (MRI) services brought declaratory judgment action against automobile insurer, seeking a declaration as to the proper calculation for reimbursement of MRI services under personal injury protection (PIP) coverage. The Circuit Court certified class of MRI service providers who sought reimbursement from insurer, and Insurer appealed. The Fourth District held that the provider was not required to serve insurer with pre-suit notice, and thus its failure to do so did not disqualify it from serving as class representative. However, and the concurring Judge noted "since this is already 2010, any subsequently-filed cause of action for benefits due, either pursuant to contract or statute, would be barred by relevant statutes of limitations. See §§ 95.11(2)(b) and (3)(f), Fla. Stat. Therefore, I cannot envision that a declaration of the proper calculations of fees for services rendered in 2004 and 2005 serves any useful purpose, because the class's rights are no longer affected by a dispute, see § 86.021, Fla. Stat. (2010), as the time has long since passed for making a claim for benefits under the statute and/or contract.").

Vidal v. SunTrust Bank, 41 So. 3d 401 (Fla. 4th DCA 2010) (reversing order denying Vidal's motion to quash service and holding, as matter of first impression, that process server's failure to note time of service of bank's complaint on copy of complaint that was served on debtor rendered service of complaint defective, and that bank's re-service of summons and complaint on debtor while debtor's

appeal from denial of motion to quash was pending did not render debtor's appeal moot).

Miami-Dade County v. Concrete Structures, 36 So. 3d 762 (Fla. 3d DCA 2010) (The Third District affirmed, concluding that the trial court did not abuse its discretion and properly considered the purpose and underlying intent of the Settlement Agreement, which was to bring CSI into compliance with federal, state and local permitting requirements within a reasonable period, not to put them out of business.)
World Fuel Corp. v. Geithner, 568 F.3d 1345 (11th Cir. 2009) (Dismissing an appeal by the Treasury Secretary and others from a remand order entered by the District Court on the basis that it was not reviewable. The District Court had, over the government's objections, remanded the matter to the Office of Foreign Assets Control to reconsider an earlier decision denying the client a license).

Board of Medicine v. Vazquez, 11 So.3d 994 (Fla. 1st DCA 2009) (Affirming, in all respects, an order of the Division of Administrative Hearings Administrative Law Judge determining that, under the provisions of the Florida Administrative Procedure Act, a Board of Medicine Order could not be relied upon because it constituted an unpromulgated rule).

CNL Resort Hotel, L.P. v. City of Doral, 991 So.2d 417 (Fla. 3d DCA 2008)(In an interlocutory administrative appeal, Third District reversed an order of the Division of Administrative Hearings that struck allegations of reverse spot planning and special use planning from a challenge to a proposed comprehensive plan, finding that such allegations were not allegations of a taking of property without due process of law and were thus properly raised before the Division, and noting that: "Private property rights have long been viewed as sacrosanct and fundamentally immune from government interference.")

Merrill Lynch & Co. Inc., v. Valat International Holdings, Ltd., 987 So.2d 703 (Fla. 3d DCA 2008) (On appeal from a judgment and an order refusing to vacate the judgment entered against a garnishee, Third District vacated a substantial default judgment and held that the judgment creditor in the garnishment action who obtained a default on writs of garnishment served on the garnishee "accepted the risks associated with being limited to the allegations contained on the faces of the writs" and, since the writs did not mention the corporation that the garnishor subsequently contended was connected to debtors, default judgment was improperly entered against the garnishee based on its failure to withhold funds held in the corporation's name.)

Weisser v. PNC Bank, 967 So.2d 327 (Fla. 3d DCA 2007)(Third District affirmed order dismissing action by borrower based upon improper venue where mandatory forum selection clauses in loan application and in subsequent interest rate lock agreement between borrower and lender selected different states as the exclusive forum for resolution of disputes between the parties. The fact that each agreement selected a different state did not create an ambiguity rendering the forum selection clauses permissive rather than mandatory where interest rate lock agreement provided that nothing in it could modify the loan application, making the conflicting forum selection clause in such interest rate lock agreement unenforceable and of no effect.)

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Coastal Fuels Marketing, Inc. v. Canaveral Port Authority, 962 So.2d 942 (Fla. 5th DCA 2007)(Fifth District determined that the Canaveral Port Authority is not an agency as that term is defined in the Florida Administrative Procedure Act and that it therefore had no jurisdiction to review an Authority decision pursuant to that Act, so it transferred the case to circuit court for review.)

Simmons v. State, Agency for Health Care Administration, 950 So.2d 431 (Fla. 1st DCA 2007)(The First District issued a writ of mandamus, as requested by client, and held that a state agency has a duty to enter an order granting or denying an administrative petition filed under the Florida Administrative Procedure Act, and may not merely send a letter refusing to entertain the petition).

Pharmcore, Inc. v. City of Hallandale Beach, 946 So.2d 550 (Fla. 4th DCA 2006) (Petitioner sought second tier certiorari when the circuit court denied its petition for certiorari review from city commission's decision that denied its application for a permit to change the copy on non-conforming business sign. The Fourth District denied relief holding that, due to the limited scope of certiorari review, the circuit court's application of the correct law incorrectly to the facts of the case does not warrant certiorari review and that the circuit court's failure to grant relief on the grounds that due process had not been afforded by the city was not reviewable on second tier review.

5220 Biscayne Blvd., LLC v. Stebbins, 937 So.2d 1189 (Fla. 3d DCA 2006) (prohibition raising issue of first impression concerning the meaning of 30-day time limit in Section 113.3215(3), Florida Statutes).

Siegel v. Novak, 920 So.2d 89 (Fla. 4th DCA 2006) (After the settlor's death, the trustee of a revocable trust filed complaint for a judicial accounting and a discharge from liability for all actions during the accounting period. The settlor's sons, who became beneficiaries of trust upon settlor's death, answered and filed affirmative defenses, challenging certain transfers made before settlor's death. The trial court awarded summary judgment to trustee and, subsequently, denied sons' petition to remove the personal representatives of settlor's estate. On appeal, the Fourth District affirmed in part, reversed in part, and remanded and held that (1) New York law applied to issue of whether sons had standing to challenge distributions made before settlor's death, and that (2) under New York law, the settlor's sons had standing to challenge such distributions.

Blinco v. Green Tree Servicing LLC, 400 F.3d 1308 (11th Cir. 2005)(United States Court of Appeals held that arbitration clause was binding on a non-signatory of the arbitration agreement under the particular facts of the case, and ordered arbitration, as requested by client).

Blinco v. Green Tree Servicing LLC, 366 F.3d 1249 (11th Cir. 2004)(United States Court of Appeals held, as a matter of first impression, that since appeal was not frivolous, appellant seeking arbitration that had been denied below was entitled to a stay of the district court proceedings below, as requested by client, pending resolution of the appeal from that denial).

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Barfield v. Department of Health, 805 So.2d 1108 (Fla. 1st DCA 2001)(First District clarified the substantive jurisdiction limitation on board action within the Department of Health. The case was voted the second most important Florida administrative law case in the last ten years at a recent Pat Dore Administrative Law Conference).

Plante v. Department of Business and Professional Regulation, 716 So.2d 790 (Fla. 4th DCA 1998)(Fourth District reversed imposition of professional discipline by a state agency that had refused to consider its own precedents before imposing discipline, as requested by client, and remanded for reconsideration to state agency to consider agencies own precedents before imposing discipline).

Arias v. State, Department of Business and Professional Regulation, 710 So.2d 655 (Fla. 3d DCA 1998)(Third District held that the state agency's failure to adopt penalty guidelines as required by Legislature required reversal of a professional discipline penalty imposed in the absence of such guidelines, and Court allowed no remand for the imposition of any penalty, as requested by client).

Son v. Department of Professional Regulation, 608 So.2d 75 (Fla. 3d DCA 1992)(Third District allowed licensee to avoid professional discipline by rebutting presumption of guilt raised by plea of nolo contendre in criminal case, as requested by client).

McArthur v. Firestone, 817 F.2d 1548 (11th Cir. 1987) (rejecting mootness of challenge to unconstitutionality of election disclosure requirements as applied).

State v. Powell, 497 So.2d 1188 (Fla. 1986) (deciding constitutionality of Section 732.9185, Florida Statutes).

Guerra v. Department of Labor and Employment Security, 427 So.2d 1098 (Fla. 3d DCA 1983) (Third District required rulemaking by a state agency to correct procedurally deficient agency practice rules, as client requested).

Lamm v. Chapman, 413 So.2d 749 (Fla. 1982) (finding that Sections 409.2561(1)-(3) do not infringe on the constitutional right to be free from imprisonment for debt).

Curtis v. Taylor, 625 F.2d 645 on rehearing, 648 F.2d 946 (5th Cir. 1980) (determining adequacy of remedies under Florida Administrative Procedure Act and ruling on exhaustion and abstention issues).

Garrido v. State, Department of Health and Rehabilitative Services, 386 So.2d 811 (Fla. 1st DCA 1980)(First District required state agency to hold fact finding proceedings on petition to initiate rulemaking where agency disputed material facts in petition, as client requested).

Williams v. Florida Department of Commerce, 374 1158 (Fla. 3d DCA 1979)(Third District found that refusal to issue subpoenas in state administrative proceedings was reversible error, as client requested).

State, Department of Health and Rehabilitative Services v. Florida Project Directors, 368 So.2d 954 (Fla. 1st DCA 1979)(First District affirmed proposed rule challenge's invalidation of state agency rule incorporating forms by reference only, as client requested).

Balino v. Department of Health and Rehabilitative Services, 362 So.2d 21 (Fla. 1st DCA 1978) (First District provided an early interpretation of Florida Administrative Procedure Act participation requirements in state agency rulemaking proceedings).

Balino v. Department of Health and Rehabilitative Services, 348 So.2d 349 (Fla. 1st DCA 1977) (First District imposed the burden of proof in state administrative proceedings under new Florida Administrative Procedure Act that was requested by clients).

Professionals

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