WALTON LANTAFF SCHROEDER & CARSON LLP

SINCE 1934 YOUR PARTNERS IN RISK MANAGEMENT

MIAMI
9350 S. Dixie Hwy
10th Floor
Miami, FL 33156
Tel: 305-671-1300
Fax: 305-670-7065

FT LAUDERDALE
110 E. Broward Blvd.
Suite 2000
Ft Lauderdale, FL
33301
Tel: 954-463-8456
Fax: 954-763-6294

ORLANDO
200 S. Orange Ave.
Suite 1575
Orlando, FL 32801
Tel: 407-425-3250
Fax: 407-425-3255

PENSACOLA*
21 East Garden Street
Pensacola, FL 32501
Tel: 850-262-0214
Fax: 850-701-1786
* Satellite Office

TALLAHASSEE
2074 Centre Pointe
Blvd
Suite 100
Tallahassee, FL 32308
Tel: 850-701-1781
Fax: 850-701-1786

TAMPA
Island Center,
2701 N. Rocky Point
Drive, Suite 225,
Tampa, FL 33607
Tel: 813-775-2375
Fax: 813-775-2385

WEST PALM BEACH
1700 Palm Beach
Lakes Blvd
7th Floor
West Palm Beach, FL
33401
Tel: 561-689-6700
Fax: 561-689-2647

ON APPEAL

Florida 1st DCA Finds Gap in WC Benefits Violates Guarantee of Access to Courts

Since 2003 Amendments, Employer/ Carriers Have Enjoyed Reduced Exposure — But is the Tide Turning?

The Florida First District Court of Appeals, in a lengthy landmark decision dated February 28, struck down as unconstitutional the 104-week cap on temporary total benefits found in §440.15(2)(a).

The cap had been a key component of the state's 1994 reforms of the workers' compensation system, ending the "wage loss" category of benefits. In the case Westphal v. City of St. Petersburg, the court found that the 104 week cap on temporary total disability benefits was

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WEST PALM BEACH

Thorough Defense of Pharmacy Tears Down Plaintiff's Shaky Medical Case

With the threat of a pending hearing on Defendant's Motion for Summary Judgment, Plaintiff's counsel filed an 11th hour Notice of Voluntary Dismissal on a products liability case that was initiated in 2007 in West Palm Beach.

The claims against our client, a pharmacy, sounded in negligence, failure to warn, breach of warranty, false advertising, and improper

DRUG continues on page 3

CENTRAL FLORIDA

WLSC Secures Big Win: Claimant Won't Collect Twice

Nathan Stravers, Esq.

Orlando attorney Nathan Stravers ensured a Claimant was not allowed to cash in on two separate dates of accident in a victory for the Employer/ Carrier. The Claimant, who worked for a local family-owned diner, experienced two different back injuries with different insurance carries covering the dates of accident. Following the initial injury in 2002, the Claimant underwent a lumbar fusion, and subsequently was placed at MMI and returned to work.

Shortly after being placed at MMI, the

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Claimant Won't Collect Benefits Against Multiple Carriers

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Claimant requested additional hours; however, she continued to have attendance problems, thus her hours were reduced to one day per week. On Christmas Eve 2008, the Claimant reported a new back injury. WLSC was designated counsel for the 2008 date of accident and the two accidents were consolidated in 2009.

Initial treatment was authorized at a walk-in clinic; however, the Claimant never presented for treatment and continued to receive unauthorized treatment with Dr. Michael Broom, the authorized treating physician for the 2002 date of accident with a different insurance carrier. After each party obtained an IME, Judge Portuallo ordered an EMA.

In January 2011, Dr. Joseph Rojas, the EMA, determined that 100% of the need for the lumbar treatment was related solely to the Claimant's 2002 date of accident. He also determined that 60% of the need for treatment for the thoracic and cervical spine was the 2008 date of accident. Following the recommendation of Dr. Rojas, Dr. Michael Broom was subsequently authorized to treat the Claimant for all levels of the spine, with the carrier for the 2002 date of accident accepting compensability for the lumbar spine, and the carrier for the 2008 date of accident accepting compensability for the thoracic and cervical spine.

An injury in 2002 followed by another in 2008 led to a complex case in which multiple insurers had to resolve the worker's status of entitlement. WLSC's defense prevailed.

In June 2011, the Claimant filed a Petition for Benefits, seeking permanent and temporary indemnity benefits from both dates of accident. The Claimant subsequently settled the 2002 date of accident for over $100,000 and dismissed the claim for permanent total disability benefits, but continued with her claim for temporary indemnity benefits against the carrier for the 2008 date of accident.

First, the carrier for the 2008 date of accident defended against temporary indemnity benefits from the date of the 2008 accident though May 7, 2010, because the Claimant continued to work her normal scheduled hours until she voluntarily resigned. Second, any benefits after May 7, 2010 would also be denied because the Claimant had voluntarily limited her income when she resigned. Finally, the Claimant had never been assigned any work restrictions for the 2008 date of accident, and thus the carrier took the position that no temporary indemnity benefits were due or owing.

The parties proceeded to Final Hearing on the issues of entitlement to temporary partial disability benefits, adjustment of average weekly wage, and authorization and payment of prescription medications. In preparation for trial, attorney Nathan Stravers secured Dr. Broom's deposition testimony on two different occasions, stating that the need for work restrictions and ongoing prescription medication was due to the Claimant's 2002 date of accident.Opposing counsel attempted to get Dr. Broom to answer questions based on hypothetical questions about work restrictions and medications had there not been a 2002 date of accident. Dr. Broom responded that there may have been restrictions and medications; however, this was highly speculative and the 2002 injury was the main reason the Claimant required both work restrictions and prescription medications.

Following the Final Hearing, Judge Portuallo denied all benefits claimed to be related to the 2008 date of accident. He relied heavily on the fact that the EMA physician Dr. Joseph Rojas "testified that Dr. Broom would be in the best position to form an opinion on work restrictions." During two different depositions, Dr. Broom opined that the Claimant's need for work restrictions and medications did not change from before the 2008 date of accident, and thus the major contributing cause of the need for both work restrictions and prescription medications was the 2002 date of accident. Judge Portuallo noted, "I find the acceptable medical evidence in this case reveals that all of the Claimant's work restrictions assigned to her following the December 24, 2008, date of accident were due to her more serious June 16, 2002, compensable low back injury and not due to her subsequent compensable thoracic and cervical injuries."

Additionally, Judge Portuallo opined that, "I accept Dr. Broom's opinion as a treating orthopedic physician who saw the Claimant both before and after the December 24, 2008, industrial injury as the physician who is in the best position to form an opinion on whether or not the medications prescribed by Dr. Broom are medically necessary and causally related to the December 24, 2008, compensable injuries."

Although Judge Portuallo opined that the Claimant was not entitled to temporary indemnity benefits, he also opined that she was not entitled to use the 2002 average weekly wage. He noted the instant case was distinguishable from Pinellas County School Board v. Higgins, 597, So. 2d 355 (Fla. 1st DCA 1992), because the instant case did not include a finding that the Claimant was entitled to permanent total disability benefits.

Additionally, he opined that "the Claimant failed to establish, within a reasonable degree of medical certainty, that she had been assigned any work restrictions as a result of the December 24, 2008, industrial injury."

Following this hard fought win, with tremendous contributions from all members of the Orlando office, the Employer/Carrier is now seeking costs associated with securing the denial of benefits at the Final Hearing.

ON APPEAL

Employer/Carrier's Non-Payment of Indemnity Upheld by 1st DCA... Again

Robert J. Strunin and Michele E. Ready, partners in the Firm's Miami office, collaborated again to secure JCC and First DCA rulings on an important point on Florida Worker's Compensation Law – this time regarding the right of the Employer/Carrier to terminate non-PTD indemnity benefits following 401 weeks from the Claimant's date of loss pursuant to Fla.Stat. §440.15(3)(c)(2002).

Robert J . Strunin, Esq.

Michele E. Ready, Esq.

The at-issue industrial accident occurred on 4/28/03; over the years, Claimant, who suffered numerous injuries in a compensable worker's compensation accident, received only about 15 weeks of temporary indemnity benefits from the date of loss through January 2011. Generally, eligibility for temporary indemnity benefits is cumulative rather than calendar-based. In this case, 401 weeks had expired from the date of loss until the time of a petition for benefits dated July 19, 2011 seeking indemnity after the expiration of 401 weeks from the date of loss.

Employer/Carrier denied Claimant's further eligibility for temporary indemnity benefits for 2011 based on the cited statute as applicable for this 2003 date of loss (but which was subsequently written out of Fla.Stat. §440.15 during the 2003 amendment.)

Robert was instrumental in securing a ruling from JCC Daniel A. Lewis that the injured worker had no eligibility for temporary indemnity benefits because more than 401 weeks had expired from the date of loss. The cited statute was clear on its face, and distinguished from case law regarding a 104-week cap on temporary benefits.

Strunin cited case law supporting his argument. In his final compensation order dated April 6, 2012 (the case was tried on April 5, 2012), Judge Lewis detailed the history of the case and found that the at-issue statute was applicable and denied temporary indemnity benefits. Subsequent to Judge Lewis' ruling, the Claimant, through his attorneys, appealed.

The First DCA entertained and analyzed written arguments by the Claimant's attorney and by Michele (on behalf of Employer/Carrier.) The First DCA upheld Judge Lewis' final compensation order in a *per curiam* affirmance filed October 29, 2012. Because of the nature of the affirmance (no discussion by the First DCA), it is clear that Michele succeeded in overcoming the arguments of Claimant's attorneys and convinced the First DCA that Judge Lewis' order was correct.

The facts and the rulings may be reviewed at OJCC case number 04-01750 DAL and Fla. First DCA case number 1D12-2223.

PALM BEACH COUNTY

Plaintiff Fails to Tie HGH, Illness

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compounding.

According to the Plaintiff's allegations, she used human grown hormone (HGH), which was compounded and provided by our client. It was further alleged that the HGH caused a brain tumor (meningioma), which was discovered several months after the Plaintiff began using the HGH. The claim was being defended on several grounds including the fact that there was no correlation between HGH and the Plaintiff's injuries.

Lourdes de Armas-Suarez, Esq.

After many years of litigation and after obtaining the opinion of pharmacology/toxicology expert, Walton Lantaff Associate Attorney Lourdes de Armas-Suarez, Esq., filed a Motion for Summary Judgment on behalf of the Defendant to exert pressure on the Plaintiff, as she had failed to present substantial evidence to establish the link between the HGH and her brain tumor.

The Motion for Summary Judgment was supported by an affidavit from the pharmacology/toxicology expert, who opined that there was no evidence that our client's actions or product caused the Plaintiff's alleged damages. The affidavit stated that the expert's search of published literature failed to reveal adequate scientific evidence that growth hormone was a risk factor/cause of a meningioma.. The expert also opined that there was insufficient scientific evidence that the use of growth hormone would have been causally related to the meningioma which developed in the Plaintiff.

Less than one week prior to the scheduled hearing for the Motion for Summary Judgment, the Plaintiff filed a voluntary dismissal against our client.

Although the notice of voluntary dismissal was silent as to whether it was with or without prejudice (which is interpreted to mean without prejudice), the statute of limitations on this case has run. Thus, the dismissal filed by the Plaintiff effectively acts as a dismissal with prejudice.

REVIEW OF RECENT CASE LAW

Proving the Case for Proof of Loss

Understanding the recent judicial changes to the proof of loss policy condition

By Aaron L. Warren, and Michele Bachoon, associates.

WLSC likes to keep our clients well informed as to the most recent changes in the law. To that end, below we present a summary of two recent Florida cases which have drastically changed the ability of insurers to be granted a Motion for Summary Judgment based on the insureds failure to comply with the proof of loss provision in the insurance policy. As the case law below shows, insurers will now have to prove prejudice. Although WLSC did not handle these cases, the analysis is intended to provide ways for our clients to adapt to the changes in the law.

IMAGE: ISTOCKPHOTO

Farmer

In 2012 the Florida appellate courts heard the case of the Farmers, a Florida couple, who suffered property damage to their home due to a lightning strike, and submitted the claim to their insurer, Allstate Floridian.

After some initial concern regarding late notification, as well as duplication of benefits with a related claim, Allstate notified the insureds of their obligation to provide a notarized proof of loss pursuant to their policy conditions.

For the next several months, the insurer made numerous demands to the insureds for a notarized proof of loss, and continued their claims handling process.

Despite these requests, the insureds admittedly failed to submit a properly notarized proof of loss. However, the insureds were cooperative with the insurer during the claims handling, by providing recorded statements, documentation, appraisals, and submitting to an examination under oath ("EUO") at the request of the insurer.

Eleven months after submission of the claim, and despite all necessary information to process the claim, the insurer failed to render a decision as to coverage. The insureds promptly filed a breach of contract suit against the insurer.

The insurer sought a directed verdict and argued that the insureds were not entitled to recover because they failed to submit a notarized proof of loss, which was a condition precedent to filing suit. The insureds responded two-fold: 1) that they substantially complied with the proof of loss condition, and 2) to the extent that the insureds did not comply, the insurer was not prejudiced by any failure to comply. The trial court denied the insurer's motion and permitted the jury to consider the insureds' argument. The jury ultimately found that the insureds failed to substantially comply with the duty to provide a sworn proof of loss, but that this failure was not prejudicial to the insurer.

On appeal, the Fifth District affirmed the trial court's ruling, and held that the insureds were allowed to present evidence that the insurer was not prejudiced by the insureds' failure to substantially comply with the proof of loss condition. In making this determination, the court cited to the Florida Supreme Court's decision in Bankers Insurance Co. v. Macias, 475 So. 2d 1216 (Fla. 1985), wherein the state's high court held that, "[i]f the insured breaches the notice [of loss] provision, prejudice to the insurer will be presumed but may be rebutted by showing that the insurer has not been prejudiced by the lack of notice."

The Farmer court then extended the prejudice analysis to proof of loss cases, stating "the notice of loss and proof of loss provisions are of the same ilk as they are both designed to aid an insurer in the investigations of a claim." As such, the court directly extended the prejudice analysis espoused in Macias to proof of loss cases, thereby allowing the insureds to rebut the presumption of prejudice against the insurer.

Additionally, the Court found that the policy in this case did not clearly or explicitly provide that forfeiture is a consequence of breach of the proof of loss obligation. As such, "[l]iberally construed in favor of the insured, the policy language suggests the breaching insured has the right to cure the violation and retains the right to recover under the policy" (citing Parris v. Great Cent. Ins. Co.).

Thus, even in proof of loss cases, prejudice is an issue in determining whether forfeiture results from an insured's breach.

Makryllos

In a companion case, Makryllos v. Citizens Property Ins. Corp., the insureds' residence incurred rain damage for which they filed a claim with their property insurer.

The insureds' EUO was rescheduled several times and all the letters stated that the insureds were "expected to submit the [p]roof of [l]oss prior to or at the [EUO]." The insureds did submit the proof of loss at the time of the EUO. Following the EUO, the insurer moved for summary judgment, which was granted in their favor, because, the insureds failed to timely file a sworn

proof of loss, a required condition of the policy. The insureds appealed.

The district court reversed, finding that the record presented two issues of material fact at the time summary judgment was entered: 1) whether the insurer waived its right to rely on the policy condition requiring submission of a proof of loss within 60 days of the request for same, because the insurer instructed the insureds over a course of two months, "to submit the [p]roof of [l]oss prior to or at the [EUO];" and 2) whether the insureds cooperation to some degree was sufficient to avoid the insurance policy's condition that "no action can be brought against us unless there has been compliance with the policy provisions."

In their opposition to the motion for summary judgment, the insureds submitted an affidavit stating that they received a letter advising them to bring the proof of loss to their scheduled examination under oath.

The district court found that the affidavit put at issue the insureds reliance on the letters from the insurer and the possibility that the insurer had waived the policy's clause requiring them to provide a proof of loss within 60 days from the request for same.

The court went on to state that the record also established that the insureds provided the insurer with a sworn proof of loss before summary judgment was entered, thereby partially cooperating which could raise a fact question as to whether the insurer should be able to declare a breach of contract that precludes recovery.

Changes in the law extended the prejudice analysis in Macias to proof of loss cases, which allows the insured to rebut the presumption of prejudice against the insurer when the insured fails to substantially comply with the proof of loss condition.

The changes in the law basically make it harder for an insurance company to be granted summary judgment solely on the basis of the insureds failure to submit a proof of loss. Courts have ruled that failure to provide a proof of loss is not a material breach. As such, a motion for summary judgment based solely on the insureds failure to provide a proof of loss is unlikely to succeed and will only increase expenses unless the insurer can prove that they were hampered in their investigation without the proof of loss.

See Allstate Floridian Ins. Co. v. Farmer, __ So. 3d __, 2012 WL 6719459, reh'g denied (Fla. 5th DCA Dec. 28 2012) and Makryllos v. Citizens Property Ins. Corp., __ So. 3d __, 2012 WL 6720529 (Fla. 2d DCA Dec. 28, 2012)

1st DCA Ruling Rolls Back Key Part of Florida §440

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too restrictive and inconsistent with other states' systems.

The case involved a firefighter/paramedic, Bradley Westphal, who was injured on the job and whose disability extended beyond the 104 week cap. After exhausting the 104 cap, Westphal was still incapable of working or obtaining employment based on the advice of his doctors and the vocational experts that examined him. He filed a claim for permanent total disability benefits.

The JCC denied Westphal's request for PTD benefits finding that, because he had not reached maximum medical improvement, the JCC could only speculate whether he would remain totally disabled from a physical standpoint after his maximum medical improvement status was reached. On appeal, the 1st DCA recognized that Westphal fell into a "statutory gap" that was a part of the statutory scheme: he was not at maximum medical improvement after the expiration of the 104 weeks, nor was he entitled to permanent total disability benefits.

The court concluded that §440.15(2)(a), Florida Statutes (2009), is unconstitutional under Article I, Section 21, of the Florida Constitution as limiting him to no more than 104 weeks of temporary total disability benefits, despite the fact that he was at that time totally disabled, incapable of engaging in employment, and ineligible for any compensation under Florida's Workers' Compensation law for an indeterminate period. Article I, Section 21 is found in the Declaration of Rights portion of the Florida Constitution which states "Access to courts.—The courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay." The court opinion also declared that "when the 104 week limit on Florida's temporary total disability is compared to limits in other jurisdictions, it becomes readily apparent that the current limit is not adequate and does not comport with principles of natural justice".

Having declared unconstitutional the 104 week cap which had been in place since 1994, the court reverted to the prior version of the statute and reinstated the 1991 provision allowing for 260 weeks (5 years) of TTD/TPD. The 1st DCA stated that the 260 week limit will remain until a legislative solution is found. The 1st DCA stated that the "opinion shall have prospective application only, and shall not apply to rulings, adjudications, or proceedings that have become final prior to the date of this opinion." This decision was handed down from the 1st DCA just as the 2013 legislative session is about to convene. Please note that the decision is not final, and there is a strong likelihood that an appeal will be taken to Florida Supreme Court.

From a practice standpoint, if the decision stands and is not reversed or legislatively addressed, the implication would be that any open case in which the former 104 week cap was applicable would be replaced with a 260 week cap on indemnity benefits, thereby effectively doubling the temporary indemnity exposure.

PROPERTY LIABILITY DEFENSE

WLSC Secures Win with Motion for Summary Judgment

Attention to Detail Helps Universal Property Avoid Exposure in Expensive Residential Mishap

Joseph Suarez, Esq., partner in the Miami office, successfully defended against Petitioner's declaratory judgment action seeking a determination of coverage under her homeowner's insurance policy relating to damage to her tile floor.

Joseph Suarez, Esq.

Petitioner claimed that she dropped a cooking appliance the day after the inception of the policy, which caused damage to one floor tile. The first notice of the claim was more than three years after the alleged date of loss.

The claim was ultimately denied based on the fact that the loss was untimely reported and because it was excluded under the policy. Petitioner filed a Motion for Summary Judgment on the issue of coverage, whereby we filed a Cross-Motion for Summary Judgment based on the policy exclusion and the late notice affirmative defense.

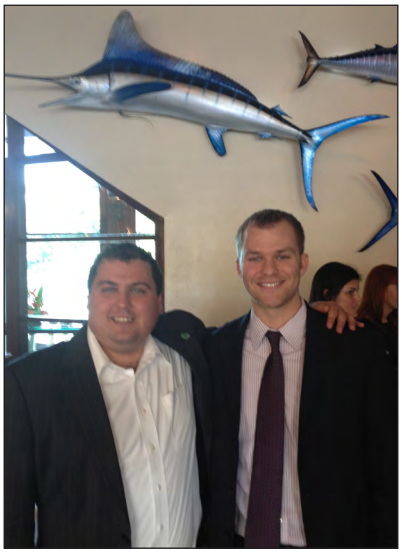
The hearing on the competing Motions took place before Judge Spencer Eig on January 7, 2013. At that time, it was argued that the reporting of the loss more than three years after the date of loss should be considered late notice as a matter of law and that the the late notice automatically created a presumption of prejudice to Universal.

It was also argued that the policy exclusion relied upon specifically excluded the loss and that the alleged loss could not be considered a direct physical loss to the property given the condition of the tile floor.

Petitioner submitted a self-serving, conclusory affidavit in opposition to Universal's Motion, which was argued to be insufficient to create an issue of fact, especially in light of the Petitioner's deposition testimony.

The Court initially denied the Petitioner's Motion for Summary Judgment and allowed additional argument on the late notice defense. The Court agreed that the Petitioner did not comply with the notice provision in the policy and that Petitioner did not submit enough summary judgment evidence to create an issue of fact on the prejudice issue.

Final summary judgment was then granted in favor of Universal Property & Casualty Insurance Company on its late notice affirmative defense.



POWER LUNCH

Two new Walton Lantaff partners – Ian S. Ronderos, Esq., and Kelly Cororan, Esq. – were welcomed at a client outing to the Blue Moon Fish Company in Broward.

They are standing in front of a replica of a marlin that Senior Partners Jack Joy and Bernard Probst caught more than a few years ago.

Top Rated South Florida Lawyers

Six lawyers from Walton Lantaff are listed in the current edition of *South Florida Top Rated Lawyers*, in personal injury and workers compensation.

Michael R. Jenks, Esq.

Bernard I. Probst, Esq.

Beth J. Leahy, Esq.

Robert J. Strunin, Esq.

James Armstrong, Esq.

Michele E. Ready, Esq.

Walton Lantaff's Massey Appointed to Bench by Florida Gov. Rick Scott

Walton Lantaff Tampa-region attorney Mark Massey, Esq., has been appointed by Florida Gov. Rick Scott to become a Judge on the Tampa Workers Compensation bench. WLSC Managing Partner Richard G. Rosenblum said, "This is something Mark has wanted for a long time, and we congratulate him on achieving his goal. He has vast WC knowledge and I have no doubt he will be a great asset to our State's Judiciary" Senior Partner Deborah Poore Fitzgerald said, "Congratulations to Judge Mark Massey on such a well-deserved achievement. The citizens of Florida are lucky to have you as a judge as we were lucky to have had you as a partner."

TALLAHASSEE

WLSC's Berglund A Valuable Resource for N. Florida WC Adjusters

For the second year our partner, Scott Berglund Esq., in the North Florida office, located in Tallahassee, was honored to accept the invitation of the Department of Financial Services/Division of Risk Management to speak at the "Loss Prevention Academy." This is a two day event/seminar for the leaders of the multiple State Agencies to further the State's agenda of "Safety First." Mr. Berglund was asked to contribute to this event with a lecture explaining the "Litigation of a Workers' Compensation Claim."

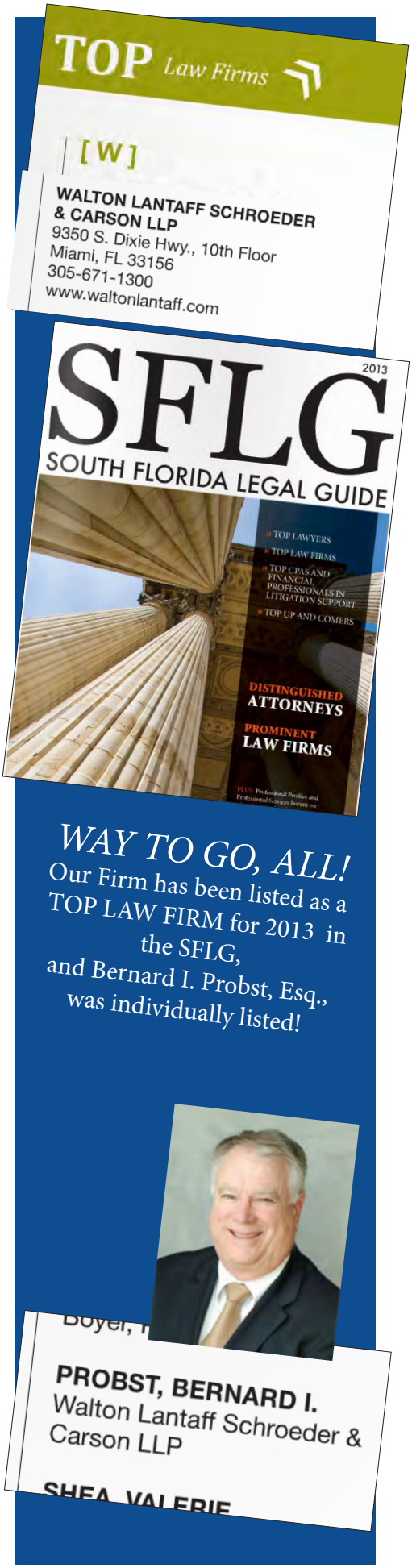
Mr. Berglund provided the attendees with the history and public policy of Workers' Compensation Law in Florida along with an overview of the claim process from the accident occurrence to final appeals. The Power Point presentation was well attended and appreciated by all. It is the Firm's privilege to be available to our clients to locally present CLE accredited seminars upon request.

SUPPORTING SOUTH FLORIDA'S NEEDIEST WITH FOOD

Charitable food donations tend to slow down during summer months. While many people donate during the December holidays, food banks are often in desperate need of donations over the summer. This year, WLSC's offices participated in a Summer Food Drive. The Miami Office donated to St. Anne's Mission; the Fort Lauderdale Office donated to His House Children's Village; the Tallahassee Office donated to Seminole Baptist Church's Food Pantry; and the West Palm Beach Office donated to a local family in need.

STRONGER CENTRAL FLA TEAM

Walton Lantaff veteran partner James Armstrong, Esq., is now managing its Central Florida office in Orlando. Contact Jim via *jarmstrong@waltonlantaff.com* for all your risk management needs.



Going to the 68th Workers' Comp Educational Conference in Orlando?

Save the dates August 18 - 21, 2013. Mark your calendars for WCI's 2013 Workers' Compensation Educational Conference, the nation's largest gathering of professionals for the workers' compensation industry. The 2013 schedule of courses is under development but the venue remains The Orlando World Center Marriott.

Your friends at Walton Lantaff will see you there!

More at http://www.wci360.com/conference

Great CEU Opportunity

James Armstrong, Esq., will present this CEU Institute seminar for adjusters along with a seminar at the Palm Beach Sheriff's office.

When:	**March 14, 2013**
Where:	Employer's Insurance Co. of Wausau, in Orlando
Topic:	Developing a Litigation Strategy
Credit:	1 hour for WC Adjusters

RSVP by email to JArmstrong@waltonlantaff.com

WALTON LANTAFF SCHROEDER & CARSON LLP

10th Floor
9350 South Dixie Hwy.
Miami, FL 33156