IN THE SUPREME COURT OF FLORIDA

HEATHER WORLEY,

Petitioner,

Case No. SC15-1086
L.T. No. 5D14-3895

v.

CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN, ETC.,

Respondent.
_____/

BRIEF OF AMICUS CURIAE FLORIDA JUSTICE REFORM INSTITUTE IN SUPPORT OF RESPONDENT, CENTRAL FLORIDA Y.M.C.A.

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STATEMENT OF INTEREST

Amicus Curiae, Florida Justice Reform Institute (the "**Institute**") is Florida's leading organization of concerned citizens, business owners, business leaders, doctors, and lawyers who are working towards the common goal of promoting predictability and personal responsibility in Florida's civil justice system and promoting fair and equitable legal practices.

Many of the Institute's members are frequently named defendants in personal injury law suits brought by injured plaintiffs. With increasing frequency, the claims against them for medical damages are grossly and unreasonably inflated. In large part, these inflated damages are the result of preexisting referral relationships between personal injury law firms and certain treating physicians and clinics. Indeed, in some instances, law firms have referred hundreds of injured plaintiffs to the same treating physician—regardless of whether the plaintiff has private health insurance and regardless of whether in-network physicians under that insurance were available.

When these referral relationships are present, neither the law firm nor the physician collects any payment from the patient/plaintiff directly. Instead, the law firms represent the patient/plaintiff under a contingency fee arrangement, and the physician obtains a "letter of protection" from the patient/plaintiff for the physician's charges. Often, the physician sells the purported accounts receivable

representing the stated charges for the medical services, and the buyer later collects some or all of the stated amount from proceeds of any settlement or jury award.

The higher the stated medical expenses, the higher the overall damages award will be if the patient/plaintiff's claim is successful. Because law firms are paid on a contingency basis, law firms have every incentive to refer clients to physicians who charge high prices for their services. And because private health insurance is not involved, payment for medical damages in these cases is not limited by provider contracts. This allows (and incentivizes) physicians to charge prices significantly higher than the customary prices charged for identical treatment and to perform unnecessary medical procedures.

These same treating physicians may then testify in depositions and at trial, acting as purported experts, even though they are extremely biased towards supporting the reasonableness and necessity of their own inflated medical bills. The inflated bills for past services in turn inflate the overall damage award including future medicals—resulting in an exaggerated contingency fee for the referring law firm, a windfall for the purchaser of the accounts receivable, and often very little for the injured plaintiff.

The Institute is working to ensure the transparency of plaintiffs' reasonable and necessary medical expenses, which in large part depends upon uncovering

whether a referral relationship between a plaintiff's attorney and the treating physician exists. Exposing that relationship begins with a simple inquiry, which is the heart of the issue in this case: Whether the plaintiff was referred to the treating physician by the plaintiff's attorney.

SUMMARY OF THE ARGUMENT

The question of who referred an injured plaintiff to a particular treating physician is critical to the discovery process in personal injury litigation, especially when plaintiffs are treated under letters of protection and their medical bills appear to be grossly inflated. If the plaintiff's attorney referred the plaintiff to the treating physician, and the treating physician will also testify as the plaintiff's purported expert witness, the inherent bias of the physician's opinions and potential for inflated or fraudulent billing must be exposed.

This is particularly important in a case such as this one in which Ms. Worley's medical bills mysteriously ballooned due to no apparent reason except that her unpaid bills were sold multiple times and arbitrarily increased by each purchaser, although it does not appear they performed any additional services. When unscrupulous companies buy these outstanding accounts receivable under guaranteed letters of protection ("**LOP**"), and begin making decisions about what they will accept as payment for the inflated medical bills (which they purchase at a

discount), they may become involved in the litigation, leading to longer settlement periods, larger settlements, and inflated jury verdicts. When past medical damages are inflated, future medical costs follow suit, rendering the overall settlement or jury award grossly exaggerated. When referrals and LOPs are present, the integrity of the entire judicial process in personal injury suits is called into question.

Plaintiffs also suffer greatly when these referral relationships exist. As this Court recently noted in its opinion rejecting The Florida Bar's proposed "referral" rule, plaintiffs frequently receive expensive and even detrimental medical services that are unnecessary and may exacerbate their condition.[1] They also risk the possibility they may be ultimately liable for payment if the final settlement or jury award turns out to be insufficient to cover the inflated medical charges. Indeed, after the attorneys are paid their contingent fees, and the investor is paid on the letter of protection, little, if anything, may be left for the injured plaintiff.

A holding these referral relationships are discoverable is consistent with this Court's decision in *Allstate Insurance Company v. Boecher*, 733 So. 2d 993, 994 (Fla. 1999). There, this Court noted it had never shirked its duty to condemn practices that undermine the judicial process. The harm sought to be uncovered here is exactly the type of harm this Court recently expressed concerns about in

[1] *See In re: Amendments to Rule Reg. The Fla. Bar 4-7.22-Lawyer Referral Servs.*, 175 So. 3d 779, 780-81 (Fla. 2015).

Lawyer Referral Services. This Court should follow its reasoning in *Boecher* here. Shielding juries from a treating physician's potential bias as a purported expert witness would leave them with a false impression the witness is independent and neutral when, in fact, a longstanding financially beneficial relationship exists between the physician and the referring plaintiff's attorney.

ARGUMENT

I. A Decision Holding Attorney Referrals To Specific Health Care Providers Are Not Protected By Attorney-Client Privilege Will Significantly Benefit The Public By Ensuring The Potential Bias Inherent In Those Referral Relationships Is Disclosed.

When the attorney-client privilege is used to shield attorney-physician referral relationships and the attendant bias of treating physicians in personal injury cases, both plaintiffs and defendants are equally harmed. When there is an ongoing financially beneficial relationship between these two entities, plaintiffs may be harmed on multiple levels: (**1**) they may receive unreasonable and unnecessary medical treatment that could lead to a more serious medical condition; (**2**) they may incur substantial medical bills under a letter of protection they would otherwise not incur; and (**3**) they ultimately may be responsible for the medical bills if the defendant settles the case for an amount less than the charged amount or if the jury award does not cover the costs.

At the same time, defendants also are harmed by (**1**) inflated damages

claimed as a result of the unnecessary and overpriced treatment, and (**2**) treating physicians who testify as purported experts in support of the medical treatments and billed charges, when defendants are unable to uncover and expose the experts'/witnesses' potential bias.

When lawyers have referral relationships with treating physicians, the injured plaintiff, like Ms. Worley in this case, is almost always treated under a letter of protection ("**LOP**"). An LOP is generated by the plaintiff's attorney to guarantee payment to the treating health care providers. *See* Joe Monello & Judy S. Davis, *Letters of Protection in General Liability Cases*, *available at* https://fshrmps.org/docs/resources/letters_of_protection.pdf. This allows an injured plaintiff to receive medical care on credit that will be settled at the end of the case through proceeds from a settlement or judgment. *Id*.

LOPs are frequently used even when plaintiffs have their own personal health insurance or when they would otherwise be covered by Medicare or Medicaid. *Id*. Indeed, health care providers have a greater incentive to seek reimbursement from a liability insurer because they are not constrained by network provider contracts or federal programs in which reimbursement rates are considerably less. *See, e.g.*, David W. Hirshfield, Fla. Healthcare Law Firm Blog, *The Use of an "Inventory" with ASC Rental Arrangements in Bodily Injury Cases*,

http://floridahealthcarelawfirmblog.com/tag/letter-of-protection/ (last visited Dec. 28, 2015). Stated otherwise, providers can bill much more for services than they could bill under a network contract or federal program. Providers also can bill a liability insurer for extremely expensive procedures and other services that a private health insurer would never approve.

Physicians who provide services under letters of protection may wait for the litigation to end before collecting for their services from the proceeds of the settlement or jury award. But many don't. They instead sell their receivables to third parties whose only interest in the litigation is the size of the verdict or settlement. *See, e.g.*, Hirshfield, *supra*. In fact, a provider may sell the LOP at a considerable discount and still benefit because the provider (**1**) still receives a higher payment than it would have received from a private health insurer or under a federal program due to the inflated rates; (**2**) gets paid instantly without waiting for the litigation to end or for reimbursement from health insurance or the federal government; and (**3**) avoids the medical billing process all together because it gets paid up front by the companies that buy the receivables, providing instant cash flow to continue servicing personal injury patients.

Entities purchasing this type of ownership interest in the litigation tend to take over the litigation from the plaintiff because they do not want the case to settle

prematurely for a low amount. They instead want to maximize their return which often involves refusing to settle cases and accepting a reasonable payment for the outstanding medical expenses.

Companies willing to purchase accounts receivable under LOPs in personal injury cases are commonplace. To provide a few examples, one aptly named company, "Case Funding" advertises on the internet it "purchases individual and entire portfolios of personal injury medical accounts receivable from medical providers at pre-determined rates." *See* Case Funding, http://www.casefunding.com/Medical-Funding.aspx (last visited December 28, 2015). Case Funding assures providers they will be "paid guaranteed amounts on time. Medical Providers can turn unpredictable personal injury accounts receivable into guaranteed payment. Providers remove uncertainty and improve cash flow by selling Medical Liens and Letters of Protection." *Id*.

Similarly, a company called Medical Financial Group ("**MFG**") "specializes in the purchase of medical liens and Letters of Protection (LOP), specifically personal injury cases from physicians, surgery centers and hospitals. We also provide cash advances directly to the injured party." *See* Medical Financial Group, http://www.medicalfg.com/ (last visited Dec. 28, 2015). MFG advertises it "eliminates the risk of unknown settlements" and "minimizes the risk and payment

delays … associated with treating patients with litigation-related injuries." *Id*.

American Horizon Financial ("**AHF**") brazenly advertises "[f]inding doctors and surgery centers willing to perform medical procedures on a Letter of Protection basis is a challenge. AHF will finance the LOPs and even pre-approve a case so attorneys can select the doctors they really want and provide them with advance funding." *See* American Horizon Financial, *Medical Lien Factoring for Personal Injury Cases*, http://americanhorizonfinancial.com/medical-lien-factoring.php (last visited Dec. 28, 2015).

Many companies that purchase medical accounts receivable resell them—just as Physician Surgical Group ("**PSG**") did here—which results in unreasonable inflation of the invoice. For example, here the initial provider sold its $3,000 accounts receivable for $1,500. That invoice was then sold two additional times, each time unreasonably inflating the invoice, until it was presented to the defendant for an amount in excess of $38,000.

Other companies induce investors to purchase "stock" in the accounts receivable while awaiting the outcome of the litigation. *See* Office of Fin. Reg. Press Release, *Injunction Issued Against Tri-Med Corporation in Alleged Fraud* (Mar. 5, 2014) *available at* http://www.flofr.com/PressReleaseDetail.aspx?id=4242. Tri-Med is yet another company that purchases medical accounts

receivable, but it apparently funds its activities by selling unregistered securities in the form of investment in accounts receivables guaranteed by LOPs it had purchased from health care providers. *Id*. In sum, it appears Tri-Med purchases accounts receivable then assures investors their funds will be safe and their return on investment guaranteed because "deep pockets" such as insurance companies or corporate defendants eventually will be forced to pay the inflated medicals through settlements or verdicts in personal injury cases—cases like Ms. Worley's here.

Many courts also have addressed referrals, inflated medicals, bias, and the potential for fraud. *See e.g., Publix Super Markets, Inc. v. Hernandez,* 176 So. 3d 350 (Fla. 3d DCA 2015) (involving the need for discovery of information as to why two invoices—one for $18,708 and one for $54,233—were listed as being for the same services after the invoice was sold by the medical provider to an investor, potentially showing fraud); *Brown v. Mittleman*, 152 So. 3d 602, 604 (Fla. 4th DCA 2014) ("The financial relationship between the treating doctor and the plaintiff's attorneys in present and past cases created the potential for bias and discovery of such a relationship is permissible."); *Katzman v. Rediron Fabrication, Inc*., 76 So. 3d 1060, 1064 (Fla. 4th DCA 2011) ("It is the direct referral by the lawyer to the doctor that creates a circumstance that would allow the defendant to explore possible bias on the part of the doctor."); *Morgan, Colling, & Gilbert, P.A.*

v. Pope, 798 So. 2d 1, 3 (Fla. 2d DCA 2001) ("Limiting discovery of [the medical 'expert' witnesses' financial relationship with plaintiff's lawyers] would affect the truth-seeking function of a jury, for the failure to present any ultimately admissible information would diminish the jury's right to assess the potential bias of the witness."); *United Healthcare Servs., Inc. v. Sanctuary Surgical Cntr.*, 5 F. Supp. 3d 1350, 1353-54 (S.D. Fla. 2014) (complaint alleged defendants solicited chiropractors who were paid thousands of dollars per patient referral in violation of Florida's Patient Brokering Act and Anti-Kickback statute); *Houston v. Publix Supermarkets*, No. 1:13-CV-206-TWT (N. D. Ga. Jul. 29, 2015) (denying motion to exclude evidence of relationship between plaintiff's doctors and litigation investment company purchasing medical bills from providers at a deep discount).

The point of these examples is to illustrate exactly why referral relationships must be discoverable—to prevent fraud from occurring. Indeed, The Florida Bar's Special Committee on Lawyer Referral Services, in investigating numerous complaints regarding lawyer referral services, noted the increasingly "misleading nature of the [referral] activities … and the potential harm they may cause." *Lawyer Referral Servs.*, 175 So. 3d at 779. While that decision addressed non-lawyer owned referral services, this Court noted these "disconcerting trends" included—as here—collusion with some law firms in which clients were referred

to specific doctors and clinics "sometimes to the detriment of the health and well-being of the client." *Id.* at 780. Such harm included receiving unnecessary treatment or treatment exacerbating the client's condition—with a significant portion of the ultimate settlements being paid to the clinics. *Id.* 780-81.

This is exactly the type of harm underlying the need for discovery of lawyer-physician/clinic referral relationships at issue here. Not only is this information not protected by the attorney-client relationship, it is critical to exposing the bias and potential fraud occurring as a result of these referral relationships. While it is no secret fraud occurs, defendants in personal injury cases must have the tools to uncover it—they must be able to discover when potential bias exists.

The opportunity for fraud in these referral cases reaches beyond inflated medicals. These relationships also may implicate any number of Florida laws including, but not limited to, section 456.053, Florida Statutes, the "Patient Self-Referral Act," which prohibits referrals to health care providers when an investment interest is present. It may also implicate section 456.054, the "Anti-Kickback" statute, which prohibits patient brokering, or rather prohibits providers from receiving any cash incentive for soliciting patients. *See also* § 817.505, Fla. Stat. (Patient brokering prohibited; exceptions; penalties.).

This case provides a good example of why uncovering these relationships is

so important to show bias. Ms. Worley claimed she injured her knee when she fell in YMCA's parking lot. The accusation here is Ms. Worley's letter of protection was sold multiple times causing a $3,000 charge for a routine knee procedure to morph into a major medical event billed at over $63,000 with no reasonable explanation provided. [R. 358] It is more than suspect that Sea Spine Orthopedics, which does not appear to have provided any medical treatment to Ms. Worley, sold Ms. Worley's account, which it valued at $18,235.72, to National Health Finance for just $10,000. [R. 486] It also is sensational that another alleged purchaser of Ms. Worley's LOP, Physicians' Surgical Center, generated a bill for $38,078.00 when Ms. Worley's surgery was performed at Underwood Surgery Center, an entirely unrelated facility. [R. 421, 424]

The inflated damages are not capped there. If the fact finder is presented with the inflated claim for over $63,000 in past medical expenses, and the treating physician testifies in his "expert" opinion the services were reasonable and necessary, future medical expenses will likely also be overstated. Claims for non-medical damages such as pain and suffering will also likely increase. Collectively, these factors will generally inflate jury verdicts because jurors are told they must compensate for past medicals when in fact the treating physician has already been paid, and the only truly interested party is the last investor left holding the LOP.

These inflated verdicts are then reported in Florida Jury Verdict Reporter which may be used in an attempt to force large settlements based on the inflated awards.

For all those reasons, it is critically important for defendants to be able to ask plaintiffs about who referred them to a particular doctor, regardless of whether the referral came from the plaintiff's attorney. It is crucial the jury be allowed to consider all evidence when deciding whether the doctor was biased in testifying about the amount of his or her charges. Allowing this discovery will help to prevent fraud and expose bias, and at the same time ensure decision makers are informed of the critical facts and trials are not deliberately carried out in the dark.

II. A Decision Upholding *Worley* And Quashing *Burt* Is Consistent With This Court's Opinion In *Allstate Insurance Company v. Boecher*.

In *Allstate Insurance Company v. Boecher*, this Court recognized the ensuing harm to the judicial process when preexisting relationships between parties and their testifying witnesses are kept secret from the general public. 733 So. 2d 993, 994 (Fla. 1999). This Court should follow its reasoning in *Boecher* here.

In *Boecher*, the issue was whether a party is prohibited from obtaining discovery from the opposing party regarding the extent of that party's relationship with an expert. When an injured plaintiff became aware the defendant insurance company hired a certain injury causation expert, the plaintiff propounded interrogatories on the insurance company seeking to identify all cases in the

preceding three years in which it had employed the same expert. *Id*. The request also sought to discover the amount of fees the defendant paid to the expert in the preceding three years. *Id.*

In holding the party-expert relationship is discoverable, this Court restated its important policy of never shrinking "from condemning any practice that 'undermines the integrity of the jury system which exists to fairly resolve actual disputes between our citizens.'" *Id*. at 995 (*quoting Dosdourian v. Carsten*, 624 So. 2d 241, 243 (Fla. 1993)). It underscored its position that "[o]nly when *all* relevant facts are before the judge and jury can the search for truth and justice be accomplished." *Id*. (internal quotation marks and citations omitted). It explained, "[u]nder our adversary system a jury can usually assume that the parties and their counsel are motivated by the obvious interests each has in the litigation, but when the alignment of interests is unclear [t]he fairness of the system is undermined." *Id*. (quotation marks and citations omitted).

This Court stressed discovery should be "broad and liberal" so trials are not "carried on in the dark." *Id*. On discovery about the extent of a party's relationship with a particular expert, this Court held "the balance of the interests shifts in favor of allowing the pretrial discovery." *Id.* at 997. Extensive discovery is permitted because of the likelihood a witness, who has a lengthy preexisting expert-client

relationship with a party, "will testify favorably on behalf of the party because of the witness's financial incentive to continue the financially advantageous relationship." *Id*. at 997-98. "To limit this discovery would potentially leave the [fact finder] with a false impression concerning the extent of the relationship between the witness and the party by allowing a party to present a witness as an independent witness when, in fact, there has been an extensive financial relationship between the party and the expert. The limitation thus has the potential for undermining the truth-seeking function and fairness of the trial." *Id*. at 998.

Since *Boecher*, which notably was decided seven years after *Burt v. Government Employees Insurance Company*, 603 So. 2d 125 (Fla. 2d DCA 1992), courts have consistently cited to it with favor when holding the extent of the relationship between a treating doctor and the referring law firm is relevant and discoverable. *See, e.g.*, *Mittleman*, 152 So. 3d at 605 (Fla. 4th DCA 2014) ("Limiting this discovery has the potential for undermining the truth-seeking function and fairness of the trial."); *Lytal, Reiter, Smith, Ivey & Fonrath, LLP v. Malay*, 133 So. 3d 1178, 1178 (Fla. 4th DCA 2014) (stating "[a] law firm's financial relationship with a doctor is discoverable on the issue of bias" and also noting the plaintiff's law firm "is an appropriate source of this information"); *Mejia v. Citizens Prop. Ins. Corp.*, 161 So. 3d 576, 580 (Fla. 2d DCA 2014) (noting

"evidence of a doctor's financial interest in a case, by way of letter of protection, was properly admitted to attack the doctor's credibility as a witness. … [t]he inquiry extends not just to the compensation arrangements for the current case but also allows inquiry into the expert's work in other cases") (citations omitted); *Norfolk v. Comparato*, 2012 WL 3055675 *3 (S.D. Fla. Jul. 12, 2012) (granting motion to compel answer to interrogatory seeking information about referrals from plaintiff's lawyers to plaintiff's doctors and noting "the same interests are present here as they are in *Boecher* and its progeny, namely the entitlement of counsel to argue bias and the right of persons to be free of intrusive requests").

Boecher also is fully in line with this Court's opinion in *Lawyer Referral Services, supra*, in which this Court expressed grave concern with the significant risk of public harm from lawyer referral services that also refer clients to other types of businesses. That same "significant risk to the public" is present here, where lawyers themselves are in business relationships with medical service providers and routinely refer their clients to those providers.

No majority opinion has ever cited favorably to *Burt*;[2] this Court should thus

[2] In fact, according to Westlaw, only two cases besides *Worley* have cited to *Burt* in the past 23 years. *See Burt* citing references; case results; in Westlaw listing *In re McIntyre*, 2012 WL 3793159 *3 (Tex. Ct. App. 2012), and *In re Avila*, 22 S.W. 3d 349, 349 (Tex. 2000). Of those two, *Burt* was only mentioned favorably in a dissent. *See Avila*, 22 S.W. at 349 (Hecht, J., *dissenting*).

disapprove that decision and approve the decision in *Worley* here. The principles espoused in *Boecher* are the same principles applicable to this case. As such, the outcome should be the same. The relationship sought to be uncovered here is that between the party's attorney and the testifying "expert," who also happens to be the plaintiff's treating physician. While *Boecher's* concern was the financial relationship between the party and the expert witness, the concern here is the financial relationship between the party's attorney and the expert witness. The relationships are virtually indistinguishable.

The expert in a *Boecher* case has a financial incentive to testify favorably for a particular party when that party has regularly used his services—*i.e.*, frequently paid him to testify. Likewise, the expert in a case such as Ms. Worley's has a financial incentive to testify favorably for the reasonableness and necessity of the medical procedures billed for, and for inflated future medical needs, because (**1**) he generated the original bills; (**2**) larger medical costs means larger settlements and jury awards; and (**3**) larger settlements leads to the likelihood the financially beneficial referral relationship with the injured plaintiff's law firm will continue.

Put simply, as long as the physician continues to testify that the inflated bills for unnecessary or unperformed services are both reasonable and necessary, the doctor not only gets paid for his services, he gets paid as an expert, the law firm

gets an inflated contingency fee based on its percentage of the inflated medical charges, and the financially beneficial referral relationship endures.

The brief of amicus curiae, Florida Justice Association, focuses completely on the burden to expert witnesses and thus misses the point—there is no burden on experts here. Discovery as to how a patient/plaintiff is referred to the treating physician is a simple question directed towards the party plaintiff; it does not require the expert to answer any discovery requests at all. In addition, FJA makes the bold, and erroneous, assertion these treating physicians "do not voluntarily inject themselves into litigation." Amicus Brief of FJA at 10. To the contrary, treating physicians absolutely inject themselves in litigation when they function under a referral relationship in which they provide services under an LOP and then sell that LOP—causing the medical bills to increase dramatically to their benefit and the benefit of the referring attorney and to the detriment of the plaintiff. They are fully aware from the onset the LOP will not be finally satisfied until the litigation is complete. FJA's additional contention the discovery at issue will cause lesser medical care and additional injuries is simply absurd. *See id*. All that is sought through the discovery here is the ability to uncover a referral relationship. Hiding behind the cloak of attorney-client privilege to prevent such disclosure is unjustified and improper.

This case does not present the issue this Court addressed in *Elkins*—discovery requests propounded on non-party expert witnesses. *See Elkins v. Syken*, 672 So. 2d 517, 522 (Fla. 1996). The *Elkins* court held it was overly burdensome to require expert witnesses to produce tax records, tax returns, and patient information in unrelated litigation. *Id*. It stated "[t]o allow discovery that is overly burdensome and that harasses, embarrasses, and annoys one's adversary would lead to a lack of public confidence in the credibility of the civil court process." *Id*.

Here, if the Court approves *Worley*, it would be the party's or the law firm's responsibility to reveal the existence and scope of a referral relationship, which would not implicate *Elkins*. Requiring a party to answer a simple relevant question is very different from requiring an expert to produce voluminous documents from unrelated cases. Plus, the probative value of uncovering the potential bias considerably outweighs any inconvenience to the party in answering a simple question. *Elkins* is not implicated here.

CONCLUSION

For the reasons expressed in this brief and the answer brief filed on behalf of Appellee, YMCA, amicus curiae, Florida Justice Reform Institute, respectfully requests that this Court approve the Fifth District's opinion in *Worley* and disapprove of the Second District's opinion in *Burt*.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of December, 2015 that a true and correct copy of the foregoing has been electronically uploaded to The Supreme Court of Florida's e-Portal and a true and correct copy of the foregoing was furnished by E-mail to all parties listed below.

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CERTIFICATE OF FONT SIZE

I HEREBY CERTIFY that the font used in this brief is the Times New Roman 14-point font and that the brief complies with the font requirements of Rule 9.210(a)(2).

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