

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS, AND MOBILE HOMES**

IN RE: PETITION FOR ARBITRATION

**Woodside Village Condominium
Association, Inc.,
Petitioner,**

v.

**Fee Case No. 2005-06-5868
Rel. Case No. 2005-04-1853**

**Christine Schroeder,
Respondent.**

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FINAL ORDER ON MOTION FOR ATTORNEY'S FEES AND COSTS

On December 19, 2005, the association moved for an award of \$739.50 in attorney's fees and \$50.00 in costs, totaling \$789.50. By order dated January 5, 2006, the undersigned gave the respondent twenty (20) days in which to file a response to the association's motion. As of the date this order, the respondent has failed to file a response to the association's motion.

This fee case arises from arbitration case number 2005-04-1853. In the underlying case the association alleged that the respondent had installed a washer and dryer in her unit violation of the association's rules and regulations. On November 30, 2005, a final order on default was entered finding that the respondent had violated the association's rules and regulations as alleged by the association and granting the association its requested relief.

Pursuant to section 718.1255(4)(k), Florida Statutes, the prevailing party in an arbitration proceeding shall be awarded the costs of the arbitration and reasonable attorney's fees in an amount determined by the arbitrator. A party is a "prevailing party"

if it succeeds on a significant issue in the arbitration and achieves some of the benefit sought in bringing the action. See Moritz v. Hoyt Enterprises, Inc., 604 So. 2d 807, 809 (Fla. 1992) (citing Hensley v. Eckerhart, 461 U.S. 424, 433 (1983)). As a final order on default was entered in the underlying case finding that the respondent had violated the condominium documents as alleged by the association and granting the association its requested relief, the association is the prevailing party and entitled to recover its attorney's fees and costs.

The remaining issue to be decided is the reasonableness of the attorney's fees and costs claimed by the association. In Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145, 1150 (Fla. 1985), the Supreme Court adopted the federal lodestar approach as the foundation for setting reasonable fee awards. This approach requires the trial court to determine a "lodestar figure" by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate for the services of the prevailing party's attorney. Fashion Tile & Marble v. Alpha One Construction, 532 So. 2d 1306 (Fla. 2d DCA 1988). In undertaking this analysis, the reasonableness of the hourly rate and the number of hours reasonably expended must be separately considered. See Rowe, 472 So. 2d at 1150-51.

The association seeks reimbursement for 3.9 hours of legal services at the rate of \$190.00 per hour by James R. De Furio, Esq. Mr. De Furio has practiced law in Florida since 1985. After considering the factors contained in rule 61B-45.0048(7), Florida Administrative Code, the undersigned finds that the requested hours and hourly rate to be reasonable. Accordingly, the association is awarded 3.9 hours at the rate of \$190.00, for a total of \$741.00. The time records attached to the association's motion indicate that there is a \$1.50 write-off. Therefore, the association will be awarded \$739.50 in reimbursement for attorney's fees incurred in the underlying case.

The association also seeks to recover \$50.00 for the arbitration filing fee. The filing fee was a necessary expense and; therefore, will be awarded.

WHEREFORE, the respondent shall pay the sum of \$739.50 to the association within thirty (30) days of the date of this order.

DONE AND ORDERED this 20th day of February 2006, at Tallahassee, Leon County, Florida.

James W. Earl, Arbitrator
Department of Business and
Professional Regulation
Arbitration Section
1940 North Monroe Street
Tallahassee, Florida 32399-1029

RIGHT TO TRIAL DE NOVO

Pursuant to section 718.1255, Florida Statutes, this decision shall be binding on the parties unless a complaint for trial de novo is filed by an adversely affected party in a court of competent jurisdiction in the circuit in which the condominium is located within 30 days of the date of mailing of this order. This final order does not constitute final agency action and is not appealable to the district courts of appeal.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing final order was mailed by U.S. mail, postage prepaid, this 20th day of February, 2006, to:

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James W. Earl, Arbitrator

