

October 9, 2020

Andrew Morgan, Chair  
Seventh Judicial Circuit Judicial Nominating Commission  
1030 North Ponce de Leon Blvd.  
St. Augustine, FL 32084

**Re: Bryan R. Rendzio**  
**Application for Seventh Judicial Circuit**

Dear Mr. Morgan:

Please accept this as my application for the current judicial seat vacancy in the Seventh Judicial Circuit. Enclosed please find the following:

- (1) An original completed paper version of the application and attachments;
- (2) One (1) PDF version of the application and attachments;
- (3) One (1) redacted PDF version of the application and attachments; and
- (4) A recent photograph (included within my application).

The PDF versions are being submitted on a flash drive. The documents are labeled as the original application, and the redacted application. The Commission's consideration in this matter is greatly appreciated.

Respectfully,



Bryan R. Rendzio

BRR/  
Encl.

APPLICATION FOR NOMINATION TO THE  
SEVENTH JUDICIAL CIRCUIT COURT  
(REDACTED)

**BRYAN R. RENDZIO**  
(904-662-1404)(Cell)  
bryan.rendzio@gmail.com



**APPLICATION FOR NOMINATION TO THE  
SEVENTH JUDICIAL CIRCUIT COURT**

**Instructions:** Respond fully to the questions asked below. Please make all efforts to include your full answer to each question in this document. You may attach additional pages, as necessary, however it is discouraged. In addition to the application, you must provide a recent color photograph to help identify yourself.

Full Name: **Bryan Robert Rendzio**

Social Security No. [REDACTED]

Florida Bar No.: **0496812**

Date Admitted to Practice in Florida: **9/11/2001**

1. Please state your current employer and title, including any professional position and any public or judicial office you hold, your business address and telephone number.

Bryan R. Rendzio, Circuit Judge  
Unified Family Court Docket  
Richard O. Watson Judicial Center  
4010 Lewis Speedway, Ste. 347  
St. Augustine, FL 32084-8637  
(904) 827-5647

2. Please state your current residential address, including city, county, and zip code. Indicate how long you have resided at this location and how long you have lived in Florida. Additionally, please provide a telephone number where you can be reached (preferably a cell phone number).

[REDACTED]  
[REDACTED]  
(St. Johns County)

I have resided at this address since June 16, 2013 (7 years)

I have resided in the State of Florida for 39 years.

3. State your birthdate and place of birth.

05/07/1975

Killeen, TX (Fort Hood)

4. Are you a registered voter in Florida (Y/N)? Yes

5. Please list all courts (including state bar admissions) and administrative bodies having special admissions requirements to which you have ever been admitted to practice, giving the dates of admission, and if applicable, state whether you have ever been suspended or resigned. Please explain the reason for any lapse in membership.

<b>Name of Court Admission</b>	<b>Date</b>	<b>Any Resignation or Suspension?</b>
Florida	09/11/2001	No. Member in Good Standing.
Middle District of Florida (Federal Court)	09/27/2001	No. Member in Good Standing.
United States Court of Appeals (11 <sup>th</sup> Circuit) (Federal Court)	10/03/2002	No. Member in Good Standing.
United States Court of Appeals (5 <sup>th</sup> Circuit) (Federal Court)	04/25/2003	No. Member in Good Standing.
District of Columbia	02/06/2004	No. Member in Good Standing.
Northern District of Florida (Federal Court)	10/10/2003	No. Member in Good Standing.
Southern District of Florida (Federal Court)	10/10/2003	No. Member in Good Standing.
Supreme Court of the United States	11/14/2005	No. Member in Good Standing.

6. Have you ever been known by any aliases? If so, please indicate and when you were known by such alias. **N/A. I have never been known by any aliases.**

**EDUCATION:**

7. List in reverse chronological order each secondary school, college, university, law school or any other institution of higher education attended and indicate for each the dates of attendance, whether a degree was received, the date the degree was received, class standing, and graduating GPA (if your class standing or graduating GPA is unknown, please request the same from such school).

<u>School</u>	<u>Class Standing</u>	<u>Dates of Attendance</u>	<u>Degree</u>
Florida Coastal School of Law	Top 1/3	1998-2001	J.D.
Florida State University	No Academic Distinction	1993-1998	B.A. English Literature

8. List and describe any organizations, clubs, fraternities or sororities, and extracurricular activities you engaged in during your higher education. For each, list any positions or titles you held and the dates of participation.

1. Law Review, Managing Editor: I was selected to Law Review through the write-on competition program. Through my hard work, I rose to the level of Managing Editor, which was

second in command to the Editor-in-Chief. My responsibilities included: (i) supervising the editorial process; (ii) working with vendors; (iii) planning and managing writing competitions; and (iv) overseeing the timing of publication by working as the primary liaison with all staff editors.

2. Moot Court

3. Judicial Intern, Honorable Timothy J. Corrigan (District Judge for the Middle District of Florida)(Magistrate Judge at time of internship): In my role as an intern, I was given the opportunity to draft proposed orders and memoranda for the Judge's review. This was an invaluable opportunity, and I am grateful for the time that I got to spend with Judge Corrigan and his Senior Law Clerk Susanne Weisman. They each provided great feedback and guidance as I prepared to enter the legal profession.

4. Phi Alpha Delta Law Fraternity (active participation 1998-2001)

**EMPLOYMENT:**

9. List in reverse chronological order all full-time jobs or employment (including internships and clerkships) you have held since the age of 21. Include the name and address of the employer, job title(s) and dates of employment. For non-legal employment, please briefly describe the position and provide a business address and telephone number.

<b>Position</b>	<b>Employer</b>	<b>Address</b>	<b>Dates</b>
Circuit Judge	State of Florida	4010 Lewis Speedway, Ste. 347 St. Augustine, FL 32084-8637	01/26/2019- 01/04/2021
Shareholder	Fla. Business & Construction Law Group, P.A. d/b/a Franson, Iseley Renzio	1400 Prudential Dr., Ste. 5 Jacksonville, FL 32207	12/20/2017- 12/31/2018
Partner	Albert T. Franson, P.A. d/b/a Franson, Iseley & Renzio	1400 Prudential Dr., Ste. 5 Jacksonville, FL 32207	2012-12/19/2017
Associate/Partner	Tritt & Associates, P.A.	707 Peninsular Place Jacksonville, FL 32204	2008-2012
Associate	Tomchin & Odom, P.A.	6816 Southpoint Parkway, Ste. 400 Jacksonville, FL 32216	2002-2008
Judicial Intern	Honorable Timothy J. Corrigan	300 North Hogan St. Jacksonville, FL 32202	2001 (during law school before graduation)

10. Describe the general nature of your current practice including any certifications which you possess; additionally, if your practice is substantially different from your prior practice or if you are not now practicing law, give details of prior practice. Describe your typical clients or former clients and the problems for which they sought your services.

I currently serve as a Circuit Judge with a Unified Family Court (UFC) docket. This docket entails dissolution and paternity matters, guardianship, child support matters, juvenile delinquency, dependency, truancy, adoptions, Baker Act hearings, Marchman Act hearings, injunctions and Risk Protection Orders. I am also responsible for analyzing and executing arrest and search warrants, as well as for conducting criminal first appearances during times when I am on-call. My professional certifications include Trauma & Resilience: Level One (Florida State University) and The Florida Institute on Interpersonal Violence Training Certification. I have completed Florida Judicial College Phase I and Phase II. In addition to the foregoing, I currently serve as a judicial liaison for the Executive Council of The Florida Bar Real Property, Probate and Trust Law (RPPTL) Section.

Prior to my judicial service, I was a trial lawyer for seventeen (17) years. The focus of my practice was in the area of civil litigation with a concentration in complex commercial and construction litigation. I had a diverse array of clients ranging from individuals who needed assistance with residential construction disputes to large corporate clients facing litigation. Clients sought my services for all varieties of civil matters (including breach of contract, negligence and statutory causes of action). My practice was evenly balanced between representing Plaintiffs and Defendants (approximately 50/50). I have achieved Board Certification by the Florida Bar in the area of Construction Law. In addition to being certified, I had attained a position on the Executive Council for the Florida Bar Real Property, Probate and Trust Law (RPPTL) Section (both as an appointed At-Large Member and as the Vice Chair of the Construction Law Institute Committee). I previously served two (2) terms on the RPPTL Executive Council as the Chair of the Florida Bar Construction Law Certification Review Course Committee (i.e., the Committee responsible for overseeing and conducting the three (3) day review course for all attorneys who are seeking to take the exam to become Board Certified in the area of Construction Law). In addition to my litigation practice, I also actively served as an arbitrator and mediator. My arbitration / mediation experience included serving as: (1) a Florida Supreme Court Certified Circuit Civil Mediator; (2) a Certified Federal Mediator (Middle District of Florida); (3) a Certified Condominium Mediator (The Division of Florida Condominiums, Timeshares and Mobile Homes); (4) a Licensed Insurance Mediator for Florida Department of Financial Services; (5) a Panel Mediator for the American Arbitration Association (“AAA”); (6) a Panel Arbitrator for the AAA; (7) a Panel Mediator for the Financial Industry Regulatory Authority (“FINRA”); and (8) a Panel Arbitrator for FINRA. Through my role as an arbitrator, I had been tasked with sole responsibility for making rulings on motions, evidentiary objections, control of the overall arbitration process, as well as drafting detailed, reasoned awards.

11. What percentage of your appearance in court in the last five years or in the last five years of practice (include the dates) was:

	<u>Court</u>		<u>Area of Practice</u>
Federal Appellate	0 %	Civil	100 %
Federal Trial	1 %	Criminal	0 %
Federal Other	0 %	Family	0 %
State Appellate	1 %	Probate	0 %
State Trial	97 %	Other	0 %
State Administrative	1 %		
State Other	0 %		
TOTAL	<u>100 %</u>	TOTAL	<u>100 %</u>

If your appearance in court the last five years is substantially different from your prior practice, please provide a brief explanation:

The above percentages represent my experience prior to my judicial service. As a Circuit Judge, I have gained additional experience in all of the areas within the Unified Family Court docket. This includes, but is not limited to, overseeing civil, family law, and criminal matters. I have conducted greater than 100 trials and complex evidentiary hearings as a Judge.

12. In your lifetime, how many (number) of the cases that you tried to verdict, judgment, or final decision were:

Jury?	1	Non-jury?	28
Arbitration?	3	Administrative Bodies?	2
Appellate?	6		

13. Please list every case that you have argued (or substantially participated) in front of the United States Supreme Court, a United States Circuit Court, the Florida Supreme Court, or a Florida District Court of Appeal, providing the case name, jurisdiction, case number, date of argument, and the name(s), e-mail address(es), and telephone number(s) for opposing appellate counsel. If there is a published opinion, please also include that citation.

Please see Next Page.

Case Name	Jurisdiction	Case Number / Opinion Citation	Opposing Counsel
<i>Demay, Inc. v. Jennings Court, LLC</i>	1st DCA	Case No. 1D11-6123 94 So. 3d 585 (Fla. 1st DCA 2012)	Michael F. Orr, Esq. 904-358-8300 morr@orrcook.com
<i>Jaguar Builders, Inc. v. Cue &amp; Case Sales, Inc.</i>	1st DCA	Case No. 1D08-0405 998 So. 2d 1211 (Fla 1st DCA 2009)	Thomas R. Ray, Esq. 904-660-0020 tray@lippes.com
<i>Jesse v. Commer. Diving Acad. of Jacksonville, Inc.</i>	1st DCA	Case No. 1D06-6260 963 So. 2d 308 (Fla. 1st DCA 2007)	C. Ryan Eslinger, Esq. 904-346-3800 reslinger@miltonleach.com
<i>Sears Home Improvement Prods. v. Porterfield</i>	1st DCA	Case No. 1D06-3157 949 So. 2d 318 (Fla. 1st DCA 2007)	Roger L. Longtin, Esq. 312-368-4040 roger.longtin@dlapiper.com
<i>Bryant v. Sharper Image Corp.</i>	1st DCA	Case No. 1D05-1195 911 So. 2d 100 (Fla. 1st DCA 2005)	Eric L. Leach, Esq. 904-346-3800 eleach@miltonleach.com

**14.** Within the last ten years, have you ever been formally reprimanded, sanctioned, demoted, disciplined, placed on probation, suspended, or terminated by an employer or tribunal before which you have appeared? **No**

If so, please state the circumstances under which such action was taken, the date(s) such action was taken, the name(s) of any persons who took such action, and the background and resolution of such action. **N/A**

**15.** In the last ten years, have you failed to meet any deadline imposed by court order or received notice that you have not complied with substantive requirements of any business or contractual arrangement? **No.** If so, please explain full. **N/A**

**16.** For your last six cases, which were tried to verdict or handled on appeal, either before a jury, judge, appellate panel, arbitration panel or any other administrative hearing officer, list the names, e-mail addresses, and telephone numbers of the trial/appellate counsel on all sides and court case numbers (include appellate cases). *This question is optional for sitting judges who have served five years or more.*

Tracy L. Valente, Esq.  
904-208-7424  
tracy.valente@citizensfla.com  
Case No.: 2007-CA-010138



Peter Robertson, Esq.  
904-853-2612  
No Email Available on The Florida Bar's Website  
AAA Matter No.: 33 530 00177 11

Michael F. Orr, Esq.  
904-358-8300  
morr@orrcook.com  
94 So. 3d 585 (Fla. 1st DCA 2012)(Appeal from Clay County, Florida Circuit Court)

Thomas R. Ray, Esq.  
904-660-0020  
tray@lippes.com  
998 So. 2d 1211 (Fla. 1st DCA 2009)(Appeal from Duval County Circuit Court)

George W. Healy, IV, Esq.  
228-575-4006  
gwhealyiv@aol.com  
AAA Case No.: 69 110 E 04158 07

C. Ryan Eslinger, Esq.  
904-346-3800  
reslinger@miltonleach.com  
963 So. 2d 308 (Fla. 1st DCA 2007)(Appeal from Duval County Circuit Court)

17. For your last six cases, which were either settled in mediation or settled without mediation or trial, list the names and telephone numbers of trial counsel on all sides and court case numbers (include appellate cases). *This question is optional for sitting judges who have served five years or more.*

Brent C. Bell, Esq. (407-835-6725)(Represented Plaintiff)  
Case No.: 2016-CA-005864-O (Orange County, Florida)

Steven Earle, Esq. (904-361-0009)(Represented Plaintiff)  
Case No.: 16-2018-CA-000215 (Duval County, Florida)

Jason H. Klein, Esq. (813-422-6912)(Represented Third-Party Plaintiff)  
Case No.: 2015-CA-002081-15-K (Seminole County, Florida)

John B. Trawick, Esq. (850-476-0495)(Represented Plaintiff)  
Case No.: 2016-CA-001629 (Escambia County, Florida)

Brian T. Crevasse, Esq. (904-829-9066)(Represented Defendant)  
Presuit Settlement (St. Johns County, Florida)

18. During the last five years, on average, how many times per month have you appeared in Court or at administrative hearings? If during any period you have appeared in court with greater frequency than during the last five years, indicate the period during which you appeared with greater frequency and succinctly explain.

This response pertains to my appearance in Court and administrative hearings prior to my service on the bench. I appeared at administrative hearings less than 1 average time per month. I appeared in Court 6 average times per month. I appeared in Court (including appellate matters) with more frequency during the years 2005-2011 with respect to actions that have reached a judgment or verdict. My role varied between second-chair and lead counsel. I handled approximately nine (9) arbitrations as counsel and had greater than one hundred (100) non-jury matters over that time frame. My jury trial also occurred during this time frame (second chair). I had another jury trial that settled during trial before the verdict. The above number of matters included in this response includes cases that did not reach judgment during a trial before a judge and verdict before a jury (i.e., matters that were resolved via summary judgments, foreclosure judgments and default judgments). From 2011 to the present, I have been lead counsel for clients on larger construction cases (mainly condominium defect cases in excess of \$5M). These cases rarely get to a judgment or verdict. Many are set for jury trial weeks exceeding eight (8) weeks. The Judges on these matters typically require two (2) to three (3) mediations before trial, and the lawsuits get resolved. Additionally, since 2011, in addition to my larger construction defect cases, I have also been sole counsel on commercial litigation claims that have required me to appear before Judges. These have included commercial foreclosure matters, and breach of contract matters. These cases have required extensive motion practice, and legal argument before the Court. I have not included them in my list of matters in Section 27(a) insomuch as they have been disposed of via summary judgment or default judgments.

19. If Questions 16, 17, and 18 do not apply to your practice, please list your last six major transactions or other legal matters that were resolved, listing the names, e-mail addresses, and telephone numbers of the other party counsel. **N/A.**
20. During the last five years, if your practice was greater than 50% personal injury, workers' compensation or professional malpractice, what percentage of your work was in representation of plaintiffs or defendants? **N/A. During the last five years, my practice was not greater than 50% personal injury, workers' compensation or professional malpractice.**
21. List and describe the five most significant cases which you personally litigated giving the case style, number, court and judge, the date of the case, the names, e-mail addresses, and telephone numbers of the other attorneys involved, and citation to reported decisions, if any. Identify your client and describe the nature of your participation in the case and the reason you believe it to be significant.

1. *Jesse v. Commercial Diving Academy of Jacksonville, Inc.* (“CDA”), 963 So. 2d 308 (Fla. 1st DCA 2007). This matter was heard before Judge Brad Stetson in Duval County. I represented the Defendant, CDA. I was lead counsel for all motions and the appeal. This case was significant to me because my client was facing a situation wherein it may not have had insurance coverage for the personal injury claims that the Plaintiff was alleging against CDA. Through my investigative efforts, I was able to uncover a prior injury that Plaintiff did not disclose during his deposition. Ultimately, Judge Stetson dismissed the case for fraud upon the Court. Judge Stetson prepared a detailed Order, which outlined the basis in support of the ruling. I was impressed by the manner with which Judge Stetson prepared for all hearings, and made a point to ask questions so as to be fully informed. In my opinion, he was the epitome of what a Judge should be (i.e., professional and prepared). The other attorney in the case was C. Ryan Eslingler, Esq. (information listed above in this application).

2. *Wolf Creek Condominium Association, Inc. v. Pulte Home Corporation* (no reported citation or appeal since it was arbitrated via AAA arbitration). This matter was heard before Arbitrator Henry (“Chip”) Bachara. The matter was resolved prior to the final hearing. This matter was significant to me because I was lead counsel for the Claimant Association. The nature of claims exceeded \$30M in demands. Thus, there was an astounding amount of pressure given that I had the interests of the whole community in my hands. The counsel for the Respondent was Theodore (“Ted”) Estes, Esq. (407-426-9500; tdestes@divineestes.com) and Collin McLeod, Esq. (407-426-9500; cmcleod@divineestes.com). This occurred in 2014.

3. Mr. Fox case. There were no reported appellate decisions for this matter. This matter occurred in 2003 (Duval County). The significant part of this case to me is not the Judge or the procedural facts. I do not recall the Judge and I cannot locate the full case citation. The reason that this case was significant to me is because Mr. Fox was HIV positive when he was struck by a car. The nature of the action was a hit-and-run, personal injury matter. Mr. Fox brought a claim under an insurance policy, and the issue centered around his HIV condition (including the fact that he had a medical history that was evidencing that he was potentially in the early stages of AIDS). It was not the facts of the case that created an impression upon me. It was the human nature of Mr. Fox’s condition. This was the first time that I had any exposure to anyone who was suffering from HIV. It was extremely humbling, and truly made me realize the fragile nature of life. Too often in the practice of law, we as attorneys only see things in black and white on the pages of motions and pleadings. This action reminded me that there are people behind the pleadings and motions, and we in the legal field must carry this burden with dignity and respect for all. Defense counsel for the insurance carrier in that matter was Kristen Van Der Linde, Esq. (904-493-3766; kvanderlinde@boydjen.com). I was impressed with Mrs. Van Der Linde’s professionalism in this matter inasmuch as she advocated zealously for her client. However, she too never minimized the humanity of the situation.

4. *Radius Condominium Association, Inc. v. CB Condominiums, Inc., et al.* (Case No.: CACE 11016162; Broward County, Florida). This case was significant to me for the reason that I had the responsibility of representing a general contractor as a defendant in a complex, condominium defect lawsuit. This required me, as the counsel for the primary defendant, to oversee and tender

claims against all of the subcontractors for defense and indemnification (including insurance additional insured issues). Not only did I have to prosecute and navigate the claims against the subcontractors, I had the responsibility of working to try to resolve the overall action with the Plaintiff Association. This task required me to manage the complexities of a condominium defect action. Through the actions of all parties, we were able to reach a favorable settlement for all parties. The attorney for the Plaintiff was Kenneth E. Zeilberger, Esq. (561-361-8535; kez@bapflaw.com). This occurred in 2014.

5. *Quality Sheet Metal, Inc. v. Pat Cook Construction, Inc.* (Case No.: CA10-1258; St. Johns County, Florida). This matter was heard before Judge Howard M. Maltz in St. Johns County. This matter involved a construction surety lawsuit wherein I represented a small mechanical subcontractor on a public school project. My client was owed a substantial amount of funds, and the dispute was creating a financial burden on my client. The general contractor was refusing to pay my client. I recall being frustrated with the situation because the reasons for refusing to pay my client were identical to other unrelated subcontractors. I knew this firsthand because I had a separate lawsuit against this same general contractor on behalf of another subcontractor. As trial approached, one of Pat Cook Construction, Inc.'s newly-retained counsel filed a motion for continuance. My first reaction was to fight the motion inasmuch as I believed that the action was simply a delay tactic to cover for the fact that Pat Cook Construction, Inc. was not ready for trial (through its prior counsel). I learned that the motion was because one of Pat Cook Construction, Inc.'s attorneys had to take his young son to a doctor for a long-term illness. This taught me to learn to assess and understand all situations before making any impulsive, personal judgments. This matter has resonated with me for another personal reason. Several years ago, my oldest son, [REDACTED] was diagnosed with having an arachnoid cyst (cerebrospinal fluid covered by arachnoidal cells and collagen that develop between the surface of the brain and the cranial base or on the arachnoid membrane). [REDACTED] cyst was on his frontal lobe. We only learned of it due to [REDACTED] suffering from migraine headaches and bloody noses. This caused great concern to my wife (Stacy) and me given the unknown nature of the condition. We ended up traveling to Duke Medical Center to meet with a pediatric neurosurgeon. He gave us the comfort and explanation that we desperately needed. I truly came to appreciate through this experience the issue that opposing counsel in the Pat Cook lawsuit was faced with (not as an attorney, but as a parent). This occurred in 2013. Opposing counsel was Gregory Brown, Esq. (813-221-3900; gbrown@hwlaw.com).

22. Attach at least two, but no more than three, examples of legal writing which you personally wrote. If you have not personally written any legal documents recently, you may attach a writing sample for which you had substantial responsibility. Please describe your degree of involvement in preparing the writing you attached. *See attached.*

## **PRIOR JUDICIAL EXPERIENCE OR PUBLIC OFFICE**

23. Have you ever held judicial office or been a candidate for judicial office? If so, state the court(s) involved, the dates of service or dates of candidacy, and any election results.

Yes. I was appointed as a Circuit Judge (Seventh Judicial Circuit) on January 4, 2019 for a term beginning on January 26, 2019. This year I ran in a contested election and was not successful in retaining my judicial seat.

24. If you have previously submitted a questionnaire or application to this or any other judicial nominating commission, please give the name(s) of the commission, the approximate date(s) of each submission, and indicate if your name was certified to the Governor’s Office for consideration.

Seventh Circuit Judicial Nominating Commission (08/15/2017)

Seventh Circuit Judicial Nominating Commission (08/10/2018) (My name was certified to the Governor’s Office for consideration)

Seventh Circuit Judicial Nominating Commission (11/07/2018) (My name was certified to the Governor’s Office for consideration and I was ultimately appointed to the position).

Fifth District Court of Appeal Judicial Nominating Commission (09/30/2020)

25. List any prior quasi-judicial service, including the agency or entity, dates of service, position(s) held, and a brief description of the issues you heard.

<u>Name</u>	<u>Position</u>	<u>Dates of Service</u>
American Arbitration Association (“AAA”)	Arbitrator	10/2015 – 12/31/2018
Financial Industry Regulatory Authority (FINRA)	Arbitrator	09/2017-12/31/2018

Types of Issues Heard: Commercial, Construction and Securities Matters.

26. If you have prior judicial or quasi-judicial experience, please list the following information:

(i) the names; phone numbers and addresses of six attorneys who appeared before you on matters of substance;

<u>Name</u>	<u>Phone Number</u>	<u>Address</u>
Sung Lee, Esq.	904-829-3035	Law Office of Shorstein & Lee, LLC 305 Kingsley Lake Dr., Ste. 701 St. Augustine, FL 32092-3045
Deborah L. Greene, Esq.	904-359-5505	Combs Greene 3217 Atlantic Blvd Jacksonville, FL 32207-8901
J. Stephen Alexander, Esq.	904-824-9788	Alexander Law Firm, LLC 19 Old Mission Ave St Augustine, FL 32084-3279

Andrew T. Morgan, Esq.	904-824-9402	Canan Law 1030 N Ponce de Leon Blvd St Augustine, FL 32084-3179
Michael P. Hines, Esq.	904-794-7898	Michael Hines, P.A. 4425 US Highway 1 S Ste. 105 St. Augustine, FL 32086-3127
Nicholas W. Morcom, Esq.	904-638-4235	Woolsey Morcom, PLLC 203 Fort Wade Rd Unit 105 Ponte Vedra, FL 32081-5159

(ii) the approximate number and nature of the cases you handled during your tenure;

<u>Year</u>	<u>Type of Case</u>	<u>Number of Cases</u>
2019	Municipal Ordinance	1
	Delinquency	183
	Dependency	44
	Domestic Relations/Family	1010
	Circuit Civil	4
	Guardianship	17
	Mental Health	142
2020	Delinquency	110
	Criminal Traffic	1
	Dependency	32
	Domestic Relations/Family	648
	Guardianship	8
	Mental Health	108

*This list covers my assigned cases and does not include the additional cases where I covered for other judges' dockets.*

(iii) the citations of any published opinions;

*Snead v. Minghui Phebe Yeo Snead*, 282 So. 3d 112 (5th DCA 2019)  
Fifth DCA's PCA opinion filed on March 3, 2020

*Arthur v. Loder*, 2020 Fla. App. LEXIS 8495\* (Fla. 5th DCA 2020)  
Fifth DCA's PCA opinion filed on June 16, 2020.

*In re Doe*, 2019 Fla. App. LEXIS 18222 (Fla. 5th DCA 2019)  
Fifth DCA's written opinion affirming my ruling was filed on December 6, 2019.

(iv) descriptions of the five most significant cases you have tried or heard, identifying the citation or style, attorneys involved, dates of the case, and the reason you believe these cases to be significant.

***O'Connell v. Morrison, Case No.: DR15-1370***

Order rendered on July 11, 2019

Anne Marie Gennusa, Esq.

David Merritt, Esq.

This case was significant to me inasmuch as it pertained to a motion to terminate a final injunction for protection against domestic violence. Respondent argued that the final injunction was restricting his 2<sup>nd</sup> Amendment constitutional right to possess a firearm. I was required to conduct a judicial review of a constitutional issue as weighed against the Florida Legislature's ability to regulate the manner of exercising the right to keep and bear arms for self-defense. As part of my ruling, I enumerated that it is the Florida Legislature's function, not the Court's function, to enact laws within the State of Florida. It is the Court's role to ensure, upon a proper challenge, that the laws are not unconstitutional.

***(Copy attached hereto).***

***In re Doe, 2019 Fla. App. LEXIS 18222 (Fla. 5th DCA 2019)***

Deborah Alexander, Esq.

This case was significant to me because it pertained a Petition for Judicial Waiver of Parental Notice of Termination of Pregnancy. Before commencing the hearing, I advised Petitioner (a minor) that she had a right to have an attorney and that the Court would appoint an attorney at no cost to her pursuant to Section 390.01114(4)(a), Fla. Stat. I also advised Petitioner that I would reset the hearing so that she could have counsel present. Petitioner declined counsel. I carefully analyzed and weighed all of the information presented to me. Based upon the totality of the evidence submitted, I did not find that Petitioner had met her burden by clear and convincing evidence. Petitioner filed a motion for rehearing wherein she indicated that she was nervous during the initial hearing and that it was because of this fact that she had failed to express all of her allegations. I appointed the minor an attorney and conducted a rehearing to ensure that the Court was presented with all of the evidence necessary to properly make a ruling. I ultimately found that Petitioner had failed to meet her burden under Section 390.01114, Fla. Stat. The matter was appealed and my ruling was affirmed. This was my first case dealing with a minor who was facing such a tough decision. While my heart went out to the teenager for what she was going through, as a Judge, I was obligated to follow the law as written.

***(Copy attached hereto).***

***Kantor v. Kantor, Case No.: DR09-1100***

Order rendered on April 23, 2019

J. Demere Mason, Jr., Esq.

Samuel Jacobson, Esq.

J. Stephen Alexander, Esq.

This case was significant to me insomuch as it pertained to a whether a party could be compelled to provide information regarding her minor child in a family law proceeding while that party was also the subject of an ongoing criminal proceeding. One of the parties (i.e., the former husband) was seeking to have the other party (i.e., the former wife) provide information concerning a domestic battery charge involving one of the parties' minor children. Former husband was demanding that there be information sharing as to the child. The former wife, however, was also the subject of a domestic battery charge that was brought on behalf of one of the parties' children. Former wife maintained that she was either going to be compelled to provide information contrary to her 5<sup>th</sup> Amendment constitutional right against self-incrimination or alternatively face an adverse inference by the Court if she elected to invoke her 5<sup>th</sup> Amendment right. I was required to balance the interests of the parties with the constitutional rights being raised. As addressed in my Order, I upheld the party's constitutional right under the 5<sup>th</sup> Amendment. I ordered that narrowly-tailored information be shared as to the child's welfare but that no adverse inference would result from the Court should former wife invoke her constitutional right.

***(Copy attached hereto).***

***Dottaviano v. Dottaviano, Case No.: DR13-0200***

Order rendered on August 22, 2019

Cindy Dottaviano, *pro se*

David Merritt, Esq.

This case was significant to me insomuch as it pertained to a party's Exceptions to the Findings and Recommendations of a General Magistrate. As a Circuit Judge, I was required to review the Findings and Recommendations to determine whether the General Magistrate's findings were clearly erroneous or whether the Magistrate misconceived the legal effect of the evidence. This role placed me in a position much like appellate courts are faced with on larger issues. Regardless of whether or not I would have come to a different conclusion than the Magistrate based upon the evidence presented, I was constrained to the legal standard of review, which I applied.

***(Copy attached hereto).***

***Ojala v. Ojala, Case No.: DR19-0038***

Order rendered on September 6, 2019

Sung Lee, Esq.

Carol Caldwell, Esq.

This case was significant to me because it presented an issue wherein one party was seeking to relocate from Florida to Minnesota with the parties' minor child. This was a complex case



that required the Court to address all of the factors within Section 61.13001(7), Fla. Stat. The last factor within the foregoing section requires the Court to consider any other factor affecting the best interest of the child as set forth in Section 61.13, Fla. Stat. In addition to addressing all of the factors within Section 61.13001, I also expressly outlined my analysis for each of the factors within Section 61.13 independently, which was not required so long as I considered those factors. I wanted to ensure that the parties were given a full analysis as to how I reached my conclusion. This was a twenty-three (23) page Order.

*(Copy attached hereto).*

27. Provide citations and a brief summary of all of your orders or opinions where your decision was reversed by a reviewing court or where your judgment was affirmed with significant criticism of your substantive or procedural rulings. If any of the opinions listed were not officially reported, attach copies of the opinions.

N/A. I have issued hundreds of Orders during my time on the Unified Family Court bench. To date, none of my Orders have been reversed. I have had three (3) of my Orders affirmed by the 5th DCA (listed above in No. 26). There was also another matter in a termination of parental rights (TPR) action wherein the appellant's counsel withdrew after determining upon further review of the record that counsel was "unable to identify any arguable issues that [could] be presented in good faith on behalf of the Mother." *See E.A., Mother of T.L.A, B.G., and D.G. v. Dep't of Children and Families*, Fifth DCA Case No.: 5D20-0274 (the matter was later dismissed by the 5th DCA).

28. Provide citations for significant opinions on federal or state constitutional issues, together with the citation to appellate court rulings on such opinions. If any of the opinions listed were not officially reported, attach copies of the opinions.

***O'Connell v. Morrison, Case No.: DR15-1370***

(Second Amendment)

(Attached under Tab for 26(iv))

***In re Doe, 2019 Fla. App. LEXIS 18222 (Fla. 5th DCA 2019)***

(Petition for Judicial Waiver of Parental Notice of Termination of Pregnancy)

(Attached under Tab for 26(iv))

***Kantor v. Kantor, Case No.: DR09-1100***

(Fifth Amendment)

(Attached under Tab for 26(iv))

29. Has a complaint about you ever been made to the Judicial Qualifications Commission? **No**  
If so, give the date, describe the complaint, whether or not there was a finding of probable cause, whether or not you have appeared before the Commission, and its resolution. **N/A**

30. Have you ever held an attorney in contempt? **No**

If so, for each instance state the name of the attorney, case style for the matter in question, approximate date and describe the circumstances. **N/A**

**31.** Have you ever held or been a candidate for any other public office? **No**

If so, state the office, location, dates of service or candidacy, and any election results. **N/A**

#### **NON-LEGAL BUSINESS INVOLVEMENT**

**32.** If you are now an officer, director, or otherwise engaged in the management of any business enterprise, state the name of such enterprise, the nature of the business, the nature of your duties, and whether you intend to resign such position immediately upon your appointment or election to judicial office. **N/A**

**33.** Since being admitted to the Bar, have you ever engaged in any occupation, business or profession other than the practice of law? **No**

If so, explain and provide dates. If you received any compensation of any kind outside the practice of law during this time, please list the amount of compensation received. **N/A**

#### **POSSIBLE BIAS OR PREJUDICE**

**34.** The Commission is interested in knowing if there are certain types of cases, groups of entities, or extended relationships or associations which would limit the cases for which you could sit as the presiding judge. Please list all types or classifications of cases or litigants for which you, as a general proposition, believe it would be difficult for you to sit as the presiding judge. Indicate the reason for each situation as to why you believe you might be in conflict. If you have prior judicial experience, describe the types of cases from which you have recused yourself.

None. Regardless of any of my personal beliefs, my job as a Judge is to be impartial and to provide everyone with equal protection under the law. I follow the law as written so that all litigants are afforded equal justice without any bias. I have handled a multitude of cases as a Unified Family Court Judge and I have never had occasion to recuse myself from any cases wherein I believed that I could not be unbiased. I have always treated litigants with respect and I treat everyone as equal under the law. As a Judge, I have recused myself from one (1) case. The case, however, had nothing to do with any alleged bias toward any groups or entities. I was asked to recuse myself because a law firm in a case had contributed toward my judicial campaign (through the proper campaign committee of responsible persons). One of the attorneys appearing in the case was apparently a member of that law firm, which had contributed toward my campaign. The party on the other side of the matter filed a motion for recusal. There was no allegation of any wrongdoing. Although recusal was not ethically required under the applicable Canon, I did recuse myself in the abundance of caution so that the party seeking the recusal would not have the fear of any bias.

## PROFESSIONAL ACCOMPLISHMENTS AND OTHER ACTIVITIES

35. List the titles, publishers, and dates of any books, articles, reports, letters to the editor, editorial pieces, or other published materials you have written or edited, including materials published only on the Internet. Attach a copy of each listed or provide a URL at which a copy can be accessed.

“Effective Use of Arbitration,” American Bar Association, Tort Trial and Insurance Practice Section, Arbitration and the Surety (2002)

*See attached.*

“Invoking ‘the Rule’ During Depositions? Absolutely ‘Maybe’” Fla. B.J., November 2008; cited by Judge Wilbur W. Anderson, Judge of Compensation Claims, Daytona Beach, Florida in the case *Michael Davis v. Walton County Sheriff's Department North American Risk Services, Inc.* (2016 Fla. Wrk. Comp. LEXIS 211); also cited in LEXIS secondary source for Section 90.616, Fla. Stat.

<https://www.floridabar.org/the-florida-bar-journal/invoking-the-rule-during-depositions-absolutely-maybe/>

Venue Considerations in Construction Disputes, Fla. B.J., May 2010 (co-author); cited in LEXIS secondary source for Section 713.01, Fla. Stat.

<https://www.floridabar.org/the-florida-bar-journal/venue-considerations-in-construction-disputes/>

“Identifying Underutilized Defenses in Condominium Defect Lawsuits,” Claims Journal, July 15, 2011.

<https://www.claimsjournal.com/news/southeast/2011/07/14/188250.htm>

The Florida Bar’s Advanced Construction Law Certification Review Course, “Chapter 558 Notice and Opportunity to Cure Act,” March 2013 – 2015. (no copy available)

Lorman Seminars, “Construction Lien Law in Florida,” July 2010. (no copy available)

36. List any reports, memoranda or policy statements you prepared or contributed to the preparation of on behalf of any bar association, committee, conference, or organization of which you were or are a member. Provide the name of the entity, the date published, and a summary of the document. To the extent you have the document, please attach a copy or provide a URL at which a copy can be accessed. **N/A. I have not prepared any reports, memoranda or policy statements on behalf of any bar association, committee, conference, or organization.**

37. List any speeches or talks you have delivered, including commencement speeches, remarks, interviews, lectures, panel discussions, conferences, political speeches, and question-and-answer sessions. Include the date and place they were delivered, the sponsor of the presentation, and a summary of the presentation. If there are any readily available press reports, a transcript or recording, please attach a copy or provide a URL at which a copy can be accessed.

Lorman Seminars, “What Family Court Judges Want You to Know,” October 2019  
(Summary: This was a panel discussion that I was asked to participate in regarding family law topics. It contained a question-and-answer portion)

American Bar Association, “Effective Use of Arbitration,” Mid-Winter Meeting of the ABA TIPS Fidelity and Surety Law Committee (2018)  
(Summary: This was a panel presentation at a conference wherein I addressed various arbitration issues)

Guest lecturer on the topic of Arbitration (Florida Coastal School of Law; Course on Alternative Dispute Resolution)(2016)  
(Summary: I was asked to teach on the topic of arbitration for a law school ADR course)

The Florida Bar’s Advanced Construction Law Certification Review Course, “Chapter 558 Notice and Opportunity to Cure Act,” March 2013 – 2015  
(Summary: I was the presenter of the above topic during the construction law certification review course)

Columbia County Builders Association, “Construction Contracts,” January 2012  
(Summary: I was asked to present to the builders association on the topic of construction contracts)

Northeast Florida Builder's Association Remodeler's Council, “Contracts for Remodelers,” November 2010– 2013  
(Summary: I was asked to present to the builders association on the topic of construction contracts)

Lorman Seminars, “Construction Lien Law in Florida,” July 2010.  
(Summary: I was asked to present to the builders association on the topic of construction lien law).

- 38.** Have you ever taught a course at an institution of higher education or a bar association? **Yes.** If so, provide the course title, a description of the course subject matter, the institution at which you taught, and the dates of teaching. If you have a syllabus for each course, please provide.

Guest lecturer on the topic of Arbitration (Florida Coastal School of Law; Course on Alternative Dispute Resolution)(2016) (I was asked to teach on the topic of arbitration for a law school ADR course).

- 39.** List any fellowships, honorary degrees, academic or professional honors, honorary society memberships, military awards, and any other special recognition for outstanding service or achievement. Include the date received and the presenting entity or organization.

1. Florida Bar Board Certification in Construction Law (since 2010)

2. Recipient of The Florida Bar Construction Law Committee “Rising Star” Award (2017)(this award is only bestowed to one (1) person each year from a pool of greater than 400 attorneys who are members of the Florida Bar's Construction Law Committee; it was awarded to me in a ceremony with over 300 attorneys in attendance)
3. Florida Super Lawyers®, “Rising Star” (Construction Litigation)(2010-2014)
4. Florida Super Lawyers®, “Super Lawyer” (Construction Litigation)(2016-Present)
5. AV® Rated, Martindale Hubbell®
6. AVVO® rating 10/10 (prior to my judicial service)
7. I was selected to be featured in the January 12, 2015 “Lawyer Snapshot” by the Jacksonville Daily Record
8. Fellow of the Construction Lawyers Society of America (an invitation-only construction law honorary society that is limited to 1,200 practicing fellows from the United States and Internationally)(since October 2018)

40. Do you have a Martindale-Hubbell rating? **Yes.**

If so, what is it and when was it earned? **AV Preeminent® I am unsure of the date that I received the rating but I have maintained that rating for much of my legal career.**

41. List all bar associations, legal, and judicial-related committees of which you are or have been a member. For each, please provide dates of membership or participation. Also, for each indicate any office you have held and the dates of office.

1. Florida Bar
2. District of Columbia Bar
3. Flagler Bar Association (Judicial Liaison 2019)
4. St. Johns County Bar Association (2017-Present)
5. Volusia County Bar Association (2019-Present)
6. The Federalist Society (2018-Present)
7. Jacksonville Bar Association (Chair of the Construction Law Committee)(2015)
8. The Florida Bar, Construction Law Certification Review Course Committee (Co-Chair) (2014-2017)
9. The Florida Bar, Construction Law Institute Committee (Co-Vice Chair)(2017-2018)
10. The Florida Bar, Construction Law Committee (2008-Present)
11. The Florida Bar, Real Property, Probate and Trust Law Section (Judicial Liasion)(Present)
12. American Bar Association, Tort Trial and Insurance Practice Section (Fidelity & Insurance Law Committee)(Present)

13. The Florida Academy of Professional Mediators (2016-Present)
14. Phi Alpha Delta Law Fraternity (1998-Present)
15. St. Johns Association for Women Lawyers (St. JAWL)(2016-Present)
16. American Arbitration Association (2015-2018)
17. St. Augustine Inn of Court (2019-Present)

42. List all professional, business, fraternal, scholarly, civic, charitable, or other organizations, other than those listed in the previous question to which you belong, or to which you have belonged since graduating law school. For each, please provide dates of membership or participation and indicate any office you have held and the dates of office.

1. Christmas Come True (2017-Present)
2. Blessings in a Backpack (2017-Present)
3. Mission to End Student Homelessness (MESH)(2019-Present)
4. Domestic Violence Task Force (2019-Present)
5. Opioid Task Force (2019-Present)
6. Unaccompanied/Homeless Youth Task Force (2019-Present)
7. Epic-Cure Inc. (food drive)(Present. I began participation in 2020)

43. Do you now or have you ever belonged to a club or organization that in practice or policy restricts (or restricted during the time of your membership) its membership on the basis of race, religion (other than a church, synagogue, mosque or other religious institution), national origin, or sex (other than an educational institution, fraternity or sorority)? **No.**

If so, state the name and nature of the club(s) or organization(s), relevant policies and practices and whether you intend to continue as a member if you are selected to serve on the bench. **N/A.**

44. Please describe any significant pro bono legal work you have done in the past 10 years, giving dates of service.

Prior to my service on the bench, I provided pro bono mediation services as a mediator, and I have never turned down any request for pro bono mediations. Throughout 2018 alone, I provided approximately 24 hours. As Judge, I have continued to serve the public. I have been involved with various organizations whose focus is to help children and the community. I have been active with the West Volusia NAACP Youth Council (i.e., presenting and helping youth understand the various roles within the legal system). I have volunteered my time to present to at-risk youth through a summer program that was organized by C.A.T.A.L.Y.S.T. Global Youth Initiatives, Inc. (i.e., a non-profit organization designed to address the social and emotional learning of children). I belong to Mission to End Student Homelessness (MESH), the Domestic Violence Task Force, the Opioid Task Force and the Unaccompanied/Homeless Youth Task Force. I have also taken the initiative to work with the St. Johns Association for Women Lawyers (St. JAWL) to conduct mock trials for underprivileged youth. We held our first mock trial in my courtroom this year before COVID-19. We were set to have another mock trial in Deland, Florida in August. Unfortunately, the mock trial had to be postponed due to COVID-19. I also worked with the St. Johns County Bar Association, as well as with St. JAWL, to implement a designated nursing mother's room in the

St. Johns County Courthouse (in a secure, vacant room next to my courtroom). The unveiling of this room was postponed due to COVID-19. The contact person from St. JAWL with whom I worked with for the mock trials was Colby Keefe, Esq. (904-396-0090; ckeefe@flcalegal.com). The individuals who I worked with regarding the nursing mother's room were Christina Opsahl, Esq. (904-891-9343; opsahl@opsahllaw.com) and Ingrid Suarez, Esq. (904-208-6122; ingrid.osborn@hud.gov).

45. Please describe any hobbies or other vocational interests.

I enjoy spending time with my family. Particularly, I like coaching youth baseball, as well as spending time outdoors with my wife and two (2) sons [REDACTED] and [REDACTED]. I am extremely grateful for SPF 70 and UV-blocking shirts, despite the humorous mocking by my friends. My wife and I make time for family movie nights where we rent a movie to watch with [REDACTED] and [REDACTED]. Obviously, with my recent election, I have been fortunate to have such good family and friends. My family is my foundation. Up until last year, my sons and I would have dance-offs. I never made it past last place. I comically believe that the dance-off judge (my wife) was biased toward our sons when it came to her system of judging the competition. However, I have been told by several friends that I have no dance talent, and admittedly I would have to agree. Sadly, the dance-offs are fading away as my sons are getting older and are now even more involved with sports. My family keeps me focused on what is important and I am forever grateful for that balance in life. I cherish a game of catch with my boys or even just helping them draw pictures.

46. Please state whether you have served or currently serve in the military, including your dates of service, branch, highest rank, and type of discharge. N/A.

47. Please provide links to all social media and blog accounts you currently maintain, including, but not limited to, Facebook, Twitter, LinkedIn, and Instagram.

LinkedIn®

<https://www.linkedin.com/in/bryan-r-66a52112/>

## **FAMILY BACKGROUND**

48. Please state your current marital status. If you are currently married, please list your spouse's name, current occupation, including employer, and the date of the marriage.

Married.

Stacy O'Connell Rendzio

Marketing Analyst for Brown & Brown Insurance Co.

[REDACTED]

If you have ever been divorced, please state for each former spouse their name, current address, current telephone number, the date and place of the divorce and court and case number information.

Christine Leon Vorst  
Current Address: 1695 Misty Lake Dr., Fleming Island, Clay County, Florida  
Telephone Number: Unknown (I believe it may be 904-662-0432 based upon public search)  
Date/Place of Divorce: 03/10/2005 (Duval County)  
Case No.: 2004DR011641FM

49. If you have children, please list their names and ages. If your children are over 18 years of age, please list their current occupation, residential address, and a current telephone number.

[REDACTED]  
[REDACTED]

#### CRIMINAL AND MISCELLANEOUS ACTIONS

50. Have you ever been convicted of a felony or misdemeanor, including adjudications of guilt withheld? **No**

If so, please list and provide the charges, case style, date of conviction, and terms of any sentence imposed, including whether you have completed those terms. **N/A**

51. Have you ever pled nolo contendere or guilty to a crime which is a felony or misdemeanor, including adjudications of guilt withheld? **No**

If so, please list and provide the charges, case style, date of conviction, and terms of any sentence imposed, including whether you have completed those terms. **N/A**

52. Have you ever been arrested, regardless of whether charges were filed? **No**

If so, please list and provide sufficient details surrounding the arrest, the approximate date and jurisdiction. **N/A**

53. Have you ever been a party to a lawsuit, either as the plaintiff, defendant, petitioner, or respondent? **No (aside from the dissolution of marriage, which is disclosed above). The dissolution proceeding did not go to trial, and was resolved amicably without counsel.**

If so, please supply the case style, jurisdiction/county in which the lawsuit was filed, case number, your status in the case, and describe the nature and disposition of the matter. **N/A**

54. To your knowledge, has there ever been a complaint made or filed alleging malpractice as a result of action or inaction on your part? **No**

55. To the extent you are aware, have you or your professional liability carrier ever settled a claim against you for professional malpractice? **No**

If so, give particulars, including the name of the client(s), approximate dates, nature of the claims, the disposition and any amounts involved. **N/A**



56. Has there ever been a finding of probable cause or other citation issued against you or are you presently under investigation for a breach of ethics or unprofessional conduct by any court, administrative agency, bar association, or other professional group. If so, provide the particulars of each finding or investigation. **No**

57. To your knowledge, within the last ten years, have any of your current or former co-workers, subordinates, supervisors, customers, clients, or the like, ever filed a formal complaint or accusation of misconduct including, but not limited to, any allegations involving sexual harassment, creating a hostile work environment or conditions, or discriminatory behavior against you with any regulatory or investigatory agency or with your employer? **No**

If so, please state the date of complaint or accusation, specifics surrounding the complaint or accusation, and the resolution or disposition. **N/A**

58. Are you currently the subject of an investigation which could result in civil, administrative, or criminal action against you? **No**

If yes, please state the nature of the investigation, the agency conducting the investigation, and the expected completion date of the investigation. **N/A**

59. Have you ever filed a personal petition in bankruptcy or has a petition in bankruptcy been filed against you, this includes any corporation or business entity that you were involved with? **No**

If so, please provide the case style, case number, approximate date of disposition, and any relevant details surrounding the bankruptcy. **N/A**

60. In the past ten years, have you been subject to or threatened with eviction proceedings? **No**  
If yes, please explain. **N/A**

61. Please explain whether you have complied with all legally required tax return filings. **I have complied with all legally required tax return filings.**

To the extent you have ever had to pay a tax penalty or a tax lien was filed against you, please explain giving the date, the amounts, disposition, and current status. **N/A**

## **HEALTH**

62. Are you currently addicted to or dependent upon the use of narcotics, drugs, or alcohol? **No**

63. During the last ten years have you been hospitalized or have you consulted a professional or have you received treatment or a diagnosis from a professional for any of the following: Kleptomania, Pathological or Compulsive Gambling, Pedophilia, Exhibitionism or Voyeurism? **No**

If your answer is yes, please direct each such professional, hospital and other facility to furnish the Chairperson of the Commission any information the Commission may request with respect to any such hospitalization, consultation, treatment or diagnosis. ["Professional" includes a Physician, Psychiatrist, Psychologist, Psychotherapist or Mental Health Counselor.] Please describe such treatment or diagnosis. **N/A**

**64.** In the past ten years have any of the following occurred to you which would interfere with your ability to work in a competent and professional manner: experiencing periods of no sleep for two or three nights, experiencing periods of hyperactivity, spending money profusely with extremely poor judgment, suffering from extreme loss of appetite, issuing checks without sufficient funds, defaulting on a loan, experiencing frequent mood swings, uncontrollable tiredness, falling asleep without warning in the middle of an activity. **No** If yes, please explain. **N/A**

**65.** Do you currently have a physical or mental impairment which in any way limits your ability or fitness to properly exercise your duties as a member of the Judiciary in a competent and professional manner? **No**

If yes please explain the limitation or impairment and any treatment, program or counseling sought or prescribed. **N/A**

**66.** During the last ten years, have you ever been declared legally incompetent or have you or your property been placed under any guardianship, conservatorship or committee? **No**  
If yes, provide full details as to court, date, and circumstances. **N/A**

**67.** During the last ten years, have you unlawfully used controlled substances, narcotic drugs, or dangerous drugs as defined by Federal or State laws? **No**

If your answer is "Yes," explain in detail. (Unlawful use includes the use of one or more drugs and/or the unlawful possession or distribution of drugs. It does not include the use of drugs taken under supervision of a licensed health care professional or other uses authorized by Federal or State law provisions.) **N/A**

**68.** In the past ten years, have you ever been reprimanded, demoted, disciplined, placed on probation, suspended, cautioned, or terminated by an employer as result of your alleged consumption of alcohol, prescription drugs, or illegal drugs? **No**

If so, please state the circumstances under which such action was taken, the name(s) of any persons who took such action, and the background and resolution of such action. **N/A**

**69.** Have you ever refused to submit to a test to determine whether you had consumed and/or were under the influence of alcohol or drugs? **No**

If so, please state the date you were requested to submit to such a test, the type of test required, the name of the entity requesting that you submit to the test, the outcome of your refusal, and the reason why you refused to submit to such a test. N/A

70. In the past ten years, have you suffered memory loss or impaired judgment for any reason? No. If so, please explain in full. N/A

#### **SUPPLEMENTAL INFORMATION**

71. Describe any additional education or experiences you have which could assist you in holding judicial office.

Prior to becoming a Judge, I was an arbitrator. This assisted me in transitioning into my role as a Circuit Judge. I was responsible for weighing evidence, ruling on motions, ruling on evidentiary objections, overseeing the entire quasi-judicial process, as well as rendering binding decisions. As a Unified Family Court Judge, I am faced with a heavy docket that includes a multitude of varying matters. I am accustomed to handling many different types of issues on a daily basis, which include concerns that directly affect children and their families. Additionally, within this docket, I am required to make decisions on emergency motions on almost a daily basis. This type of docket requires a heightened degree of time management and self-motivation in order to effectively manage the docket and timely render rulings.

72. Explain the particular contribution you believe your selection would bring to this position and provide any additional information you feel would be helpful to the Commission and Governor in evaluating your application.

Prior to my judicial service, I was a trial lawyer with experience in complex construction and commercial matters. Some of the cases that I handled were greater than \$5M (some reaching \$35M), and involved not only the primary claims but also insurance coverage disputes. I am familiar with not only complex, construction defect matters, but also with insurance coverage issues. My role as a Unified Family Court Judge has further expanded my knowledge base. This docket entails dissolution and paternity matters, guardianship, child support matters, juvenile delinquency, dependency, truancy, adoptions, Baker Act hearings, Marchman Act hearings, injunctions and Risk Protection Orders. The aspect that sets me apart from other candidates is that I am currently a Circuit Judge. Thus, I have a judicial track record. I am not relying upon a potential contribution to the bench. My contribution can be seen on a daily basis.

**REFERENCES**

73. List the names, addresses, e-mail addresses and telephone numbers of ten persons who are in a position to comment on your qualifications for a judicial position and of whom inquiry may be made by the Commission and the Governor.

<u>Name</u>	<u>Address</u>	<u>Email / Telephone Number</u>
Judge John M. Alexander	Division 57 4010 Lewis Speedway, Rm. 365 St. Augustine, FL 32084	[REDACTED] (904) 827-5603
Judge Howard M. Maltz	Division 56 4010 Lewis Speedway, Rm. 344 St. Augustine, FL 32084	[REDACTED] (904) 827-5600
Judge Charles J. Tinlin	Division 66 4010 Lewis Speedway, Rm. 205 St. Augustine, FL 32084	[REDACTED] (904) 827-5611
Judge Karen A. Foxman	Division 03 Volusia County Courthouse 101 N. Alabama Ave., Suite D-439 DeLand, FL 32724	[REDACTED] (386) 626-6590
Judge Dawn D. Nichols	Divisions 08, 22 101 N. Alabama Avenue DeLand, FL 32724	[REDACTED] (386) 822-5744
Judge Margaret W. Hudson	Division 10 101 N. Alabama Avenue DeLand, FL 32724	[REDACTED] (386) 822-5073
RJ Larizza State Attorney for the 7 <sup>th</sup> Judicial Circuit	State Attorney 7 <sup>th</sup> Judicial Circuit 251 N Ridgewood Ave Daytona Beach, FL 32114-3275	[REDACTED]
Brandon Patty St. Johns County Clerk of the Circuit Court and Comptroller	St. Johns County Clerk of Court 4010 Lewis Speedway St. Augustine, FL 32084	bpatty@stjohnsclerk.com (904) 599-8688
Robert W. Lloyd, CPCU, CIC Executive Vice President   Secretary   General Counsel Brown & Brown, Inc.	Brown & Brown, Inc. 220 S Ridgewood Ave Daytona Beach, FL 32114	rlloyd@bbins.com (386) 239-5752
Patrick J. Kilbane Jr., Esq.	Ullmann Wealth Partners 1540 The Greens Way Jacksonville Beach, FL 32250-2448	pkilbane@ullmannwealthpartners.com (904) 652-3000

**CERTIFICATE**

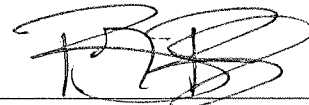
I have read the foregoing questions carefully and have answered them truthfully, fully and completely. I hereby waive notice by and authorize The Florida Bar or any of its committees, educational and other institutions, the Judicial Qualifications Commission, the Florida Board of Bar Examiners or any judicial or professional disciplinary or supervisory body or commission, any references furnished by me, employers, business and professional associates, all governmental agencies and instrumentalities and all consumer and credit reporting agencies to release to the respective Judicial Nominating Commission and Office of the Governor any information, files, records or credit reports requested by the commission in connection with any consideration of me as possible nominee for appointment to judicial office. Information relating to any Florida Bar disciplinary proceedings is to be made available in accordance with Rule 3-7.1(1), Rules Regulating The Florida Bar. I recognize and agree that, pursuant to the Florida Constitution and the Uniform Rules of this commission, the contents of this questionnaire and other information received from or concerning me, and all interviews and proceedings of the commission, except for deliberations by the commission, shall be open to the public.

Further, I stipulate I have read, and understand the requirements of the Florida Code of Judicial Conduct.

Dated this 8<sup>th</sup> day of OCTOBER, 20 20.

BRYAN RENDZIO

Printed Name



Signature

*(Pursuant to Section 119.071(4)(d)(1), F.S.), . . . The home addresses and telephone numbers of justices of the Supreme Court, district court of appeal judges, circuit court judges, and county court judges; the home addresses, telephone numbers, and places of employment of the spouses and children of justices and judges; and the names and locations of schools and day care facilities attended by the children of justices and judges are exempt from the provisions of subsection (1), dealing with public records.*

## FINANCIAL HISTORY

1. State the amount of gross income you have earned, or losses you have incurred (before deducting expenses and taxes) from the practice of law for the preceding three-year period. This income figure should be stated on a year to year basis and include year to date information, and salary, if the nature of your employment is in a legal field.

**Current Year-To-Date:** \$107,125.28

**Last Three Years:** \$160,688.00 (2019) \$187,643.00 (2018) \$209,269.73 (2017)

2. State the amount of net income you have earned, or losses you have incurred (after deducting expenses but not taxes) from the practice of law for the preceding three-year period. This income figure should be stated on a year to year basis and include year to date information, and salary, if the nature of your employment is in a legal field.

*Please see attached Federal Income Tax Returns for last 3 years with detailed breakdown.*

3. State the gross amount of income or losses incurred (before deducting expenses or taxes)

*Please see Response to No. 1.*

4. State the amount you have earned in the preceding three years on a year by year basis from all sources other than the practice of law, and generally describe the source of such income or losses.

**Current Year-To-Date:** None

**Last Three Years:**     N/A         N/A         N/A    

5. State the amount of net income you have earned or losses incurred (after deducting expenses) from all sources other than the practice of law for the preceding three-year period on a year by year basis, and generally describe the sources of such income or losses.

**Current Year-To-Date:** None

**Last Three Years:**     N/A         N/A         N/A

**FORM 6  
FULL AND PUBLIC  
DISCLOSURE OF  
FINANCIAL INTEREST**

***Please See Attached Form 6, Form 6A and Form 6B***

**(Filed As Part of My Required Full and Public Disclosure of  
Financial Interests for the Year 2019)**

## JUDICIAL APPLICATION DATA RECORD

The judicial application shall include a separate page asking applicants to identify their race, ethnicity and gender. Completion of this page shall be optional, and the page shall include an explanation that the information is requested for data collection purposes in order to assess and promote diversity in the judiciary. The chair of the Commission shall forward all such completed pages, along with the names of the nominees to the JNC Coordinator in the Governor's Office (pursuant to JNC Uniform Rule of Procedure).

(Please Type or Print)

Date: 10/08/2020

JNC Submitting To: Seventh Judicial Circuit

Name (please print): Bryan R. Rendzio

Current Occupation: Circuit Judge

Telephone Number: 904-373-0893 Attorney No.: 0496812

Gender (check one):  Male  Female

Ethnic Origin (check one):  White, non-Hispanic

Hispanic

Black

American Indian/Alaskan Native

Asian/Pacific Islander

County of Residence: St. Johns County



FLORIDA DEPARTMENT OF LAW ENFORCEMENT

DISCLOSURE PURSUANT TO THE  
FAIR CREDIT REPORTING ACT (FCRA)

The Florida Department of Law Enforcement (FDLE) may obtain one or more consumer reports, including but not limited to credit reports, about you, for employment purposes as defined by the Fair Credit Reporting Act, including for determinations related to initial employment, reassignment, promotion, or other employment-related actions.

CONSUMER'S AUTHORIZATION FOR  
FDLE TO OBTAIN CONSUMER REPORT(S)

I have read and understand the above Disclosure. I authorize the Florida Department of Law Enforcement (FDLE) to obtain one or more consumer reports on me, for employment purposes, as described in the above Disclosure.

BRYAN RENDZIO

Printed Name of Applicant



Signature of Applicant

Date: 10/8/2020

# **RESPONSE TO NO. 22**

IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT IN AND FOR  
ST. JOHNS COUNTY, FLORIDA

CASE NO.: DR12-0562  
DIVISION: 58

IN THE FORMER MARRIAGE OF:

RICHARD PAUL GREENO,  
Former Husband,

And

JANET PIEPUL f/k/a  
JANET P. GREENO,  
Former Wife.

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**ORDER ON EXCEPTIONS TO THE REPORT OF FINDINGS AND  
RECOMMENDATIONS OF THE GENERAL MAGISTRATE (DKT. 145)**

THIS CAUSE came before the Court on December 19, 2019 upon Former Wife's Exceptions to the Report of Findings and Recommendations of the General Magistrate ("Exceptions")(Dkt. 145). Brandon D. Beardsley, Esq. appeared on behalf of Former Husband, RICHARD PAUL GREENO. Former Wife, JANET PIEPUL f/k/a JANET P. GREENO, appeared with her counsel, Michael P. Hines, Esq. The Court, having considered the evidence of record, having reviewed the file, having heard argument of counsel and being otherwise fully informed on the premises thereof, hereby finds as follows:

**I. PROCEDURAL POSTURE:**

1. On April 24, 2012, Former Husband filed his Petition for Dissolution of Marriage and Other Relief Without Dependent or Minor Children ("Petition")(Dkt. 3).
2. On April 24, 2012, the Court entered its Standing Family Law Court Order ("Standing Family Law Order")(Dkt. 7).<sup>1</sup>
3. On May 15, 2012, Former Wife filed her Answer and Counter-Petition to Petitioner/Husband's Petition for Dissolution of Marriage (Dkt. 13).
4. On June 22, 2012, Former Husband filed his Answer to Counter-Petition (Dkt. 32).

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<sup>1</sup> The Standing Family Law Order in this matter contains different requirements than the current version of the Standing Family Law Order.

5. On September 6, 2013, the Court entered its Final Judgment of Dissolution of Marriage (“Final Judgment”)(Dkt. 96).

6. On May 8, 2019, Former Husband filed his Motion to Mandate/Motion to Enforce (Dkt. 130).

7. On May 9, 2019, the Court filed its Order of Referral to General Magistrate (Dkt. 134).

8. On May 14, 2019, the Court received a notification that the Order of Referral to General Magistrate (Dkt. 134) was returned to sender as being undeliverable (Dkt. 136). The Order of Referral to General Magistrate was mailed to Janet Greeno at the last known address on record with the Court (1687 Glenwood Court, Niceville, Florida 32578).

9. On July 29, 2019, a Notice of Hearing Before General Magistrate was mailed to Janet P. Greeno at 1687 Glenwood Court, Niceville, Florida 32578, as well as to 303 Graze Point Drive, Panama City Beach, Florida 32407 (Dkt. 139).

10. On September 17, 2019, a hearing was held before the General Magistrate on Former Husband’s Motion to Mandate/Motion to Enforce.

11. On October 2, 2019, the Report of Findings and Recommendations of the General Magistrate was issued.<sup>2</sup>

12. On October 14, 2019, Former Wife, through counsel, filed her Exceptions (Dkt. 145).

13. On October 14, 2019, the Court received a notification that the Report of Findings and Recommendations of the General Magistrate was returned to sender as being undeliverable (Dkt. 150). The Report of Findings and Recommendations of the General Magistrate was mailed to Janet Greeno at 1687 Glenwood Court, Niceville, Florida 32578, as well as to 303 Graze Point Drive, Panama City Beach, Florida 32407. The notice of being undeliverable pertained to the Niceville, Florida address.

14. On November 8, 2019, Former Wife filed the transcript from the September 17, 2019 hearing before the General Magistrate. *See* Notice of Filing Tr. of Gen. Magistrate Hearing (Dkt. 154).

15. On December 19, 2019, the Court conducted an evidentiary hearing on Former Wife’s Exceptions. Pursuant to an agreement between the parties, as well as in the interest of

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<sup>2</sup> The Report of Findings and Recommendations of the General Magistrate were filed on October 4, 2019 (Dkt. 140).

judicial economy, the hearing in this matter was bifurcated. The Court only addressed Former Wife's due process arguments. The Court has reserved ruling as to all other arguments raised by Former Wife. The Court agreed that the parties would be permitted to conduct an evidentiary hearing at a later date as to the remaining issues (i.e., allegations that the General Magistrate exceeded her authority and/or erred as to certain findings). The parties agreed that bifurcation was appropriate inasmuch as the remaining issues could become moot for purposes of the Exceptions hearing depending upon the Court's due-process ruling. *See* Exceptions, ¶¶ 11-15 (Dkt. 145).

## **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. The Court has jurisdiction over the parties and the subject matter.

B. Former Wife has argued that her due process rights have been violated inasmuch as she claims that she never received notice of the September 17, 2019 hearing before the General Magistrate. *See* Exceptions, ¶ 7.

C. Former Wife claims that Former Husband, the General Magistrate, and this Court all failed to address or serve Former Wife through her restored name (i.e., Janet Piepul). *See* Exceptions, ¶ 16. Former Wife claims that all attempts at service on Former Wife were ineffective. *See id.*

D. Former Wife argues that the September 6, 2013 Final Judgment restored Former Wife's name to Janet Piepul from her previous-married name of Janet P. Greeno. *See* Exceptions, ¶¶ 1-2.

E. The Court acknowledges that the parties' Final Judgment expressly restores Former Wife to the name to "Janet Piepul." *See* Final J., ¶ 2, p. 5 (Dkt. 96).

F. The Court further notes that all Court notifications to Former Wife after the entry of the Final Judgment refer to Former Wife as "Janet Greeno." Moreover, all of the Court's notifications were mailed to 1687 Glenwood Court, Niceville, Florida 32578.

G. During the December 19, 2019 hearing in this matter, the Court took judicial notice of the parties' Final Judgment (Dkt. 96).

H. The Court heard testimony from Former Wife. Former Wife was questioned regarding a Special Warranty Deed, which she executed. *See* Resp't Ex. 1 (Dkt. 157). The Special Warranty Deed identified Former Wife by her restored name of Janet Piepul.

I. Former Wife testified that she never received notice of the hearing before the General Magistrate. Former Wife testified that none of the notices contained her correct name of

Janet Piepul. Former Wife testified that she moved out of the Niceville residence in 2013 and has not resided there since that date. Former Wife testified that she lives at the Panama City Beach, Florida address (303 Graze Point Drive, Panama City Beach, Florida 32407). However, Former Wife testified that she never received any of the notices, which were mailed to that address.

J. Former Wife was shown the Court notice referring the parties to the General Magistrate, which was returned to the Court as being undeliverable (Dkt. 136). Former Wife testified that this notice was sent to Former Wife's former address in Niceville, Florida and that she had no opportunity to object to the General Magistrate hearing the matter. Former Wife further testified that she never received the notice of hearing for the September 17, 2019 hearing before the General Magistrate.

K. On cross-examination, Former Wife was questioned regarding a series of emails during the year 2015 wherein Former Wife was using her former name of Janet Greeno. *See* Pet'r Ex. 1 (Dkt. 158). Former Wife testified that it took time to have the name changed on her work files. Former Wife was also questioned regarding her name and address on the Court docket for this matter. Former Wife was shown the Court docket and was asked why she never changed her name or address on the Court docket. *See* Pet'r Ex. 2 (Dkt. 159). Former Wife testified that she was unaware of any requirement to update her information on the Court docket after the Final Judgment was entered.

L. On re-direct examination, Former Wife was asked whether she was aware of any requirement that obligated her to change her information on the Court docket after a Final Judgment was entered. Former Wife testified that she did not believe that there was any obligation to continue to update the records after the Final Judgment.

M. The Court heard argument from both parties' counsel. Counsel for Former Wife argued that Former Wife never received any notice of the hearing at issue and that her due process rights were violated. Former Wife's counsel pointed this Court to the fact that even the Court's own notices to Former Wife came back as undeliverable. Former Husband's counsel argued that the Former Wife is not credible and that the Court would be creating a "slippery slope"<sup>3</sup> if the Court were to find in Former Wife's favor. Essentially, Former Husband has claimed that the

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<sup>3</sup> "Slippery slope" is defined as "[a] limited step that if taken now, in the view of one who warns against it, will inevitably lead to further, objectionable steps later. The slippery-slope argument is commonly invoked in constitutional settings: allowing a small encroachment on liberty, it may be admonished, will lead to greater encroachments in the future, perhaps because it will be too hard to draw principled distinctions between the smaller one made now and the larger one proposed later." BLACK'S LAW DICTIONARY (11<sup>th</sup> ed. 2019).

Court's ruling in this matter, albeit a small step, could potentially lead to more significant long-term consequences (i.e., a situation wherein this party or other future parties would fabricate lack of notice to avoid his/her legal obligations). Former Husband's position is that Former Wife is not being truthful as to the lack of notice. Former Husband claims that Former Wife received the notices, which were addressed to her Panama City Beach, Florida address and that she has simply refused to acknowledge any receipt so as to stall and thwart the legal process.

N. The Court is mindful of Former Husband's arguments regarding a slippery slope being created in this instance. However, the testimony of Former Wife was not refuted. The Court was faced with balancing Former Wife's due process rights against the potential of creating a slippery slope as to litigants who would choose to lie under oath as to notice in order to avoid legal consequences. The Court cannot find under the specific facts of this case that Former Wife did in fact receive notice of the hearing in question. As to the creation of any unintended future consequences, this Court finds that Former Wife's due process rights outweigh any potential for future abuse of the Court system by this or other litigants. While acknowledging Former Husband's argument as a valid position, the Court sits in a position to address the credibility of each witness under the specific facts of each case in order to protect against unintended future abuses of the system.

O. Former Husband has further claimed that Former Wife failed in her legal obligation to update her name, as well as her contact information, with the St. Johns County Clerk of Court's Office. This argument presents an interesting scenario for the Court. Under the current version of the Standing Family Law Order, there is in fact an obligation for a party to at least update the other party as to any changes to an address, an email and phone numbers. The current version of the Standing Family Law Order in St. Johns County states that: "[t]he terms of this order will remain in place during the pendency of this action unless modified, terminated, or amended by further order of the Court . . . ." The Standing Family Law Order goes on to state:

REQUIRED NOTICE: Except in instances where the judge has issued an order to the contrary, each party must provide his/her residence address, email address, and phone numbers (residence, work & cell) to the other party. Likewise, each party must communicate any and all changes to this information to the other party.  
(Standing Family Law Order, ¶ 9).

P. The version of the Standing Family Law Order for this particular action has no such requirement. *See* Standing Family Law Order (Dkt. 7). The version in effect for this action simply

has a requirement that a party who vacates a family residence while the action is pending must provide written notification to the other party of an address where he/she can receive future communication. *See id.* at ¶ 8.

Q. Even if the Court were to apply the most-recent version of the Standing Family Law Order, the issue remains as to whether a party must update his/her information once a Final Judgment has been rendered in the matter. Former Husband and Former Wife disagree as to the legal obligations under the specific facts at hand. The Court has not been presented with any authority from which the Court could find that the duty to update the opposing party continues once a Final Judgment has been issued. To hold otherwise would require parties to continuously update their information with the Clerk of Court despite not having any pending matters before the Court.

R. Based upon the differing versions of the Standing Family Law Order, as well as Former Wife's testimony, there is no clear indication for the Court that Former Wife violated any obligation to update her address and other contact information. Even presuming that the obligation did exist, the Court finds that such failure would not outweigh Former Wife's due process right to be heard and present evidence at a hearing. Florida law holds that actions should be set aside when there is a lack of notice and an opportunity to be heard on a matter. *See Weber v. Shea*, 742 So. 2d 443, 444 (Fla. 4<sup>th</sup> DCA 1999); *see also Liberty Mut. Ins. Co. v. Lyons*, 622 So. 2d 621, 622 (Fla. 5<sup>th</sup> DCA 1993)(wherein the 5<sup>th</sup> DCA held that "[g]enerally, a prior judgment, decree or order must be set aside where there is excusable neglect in the form of a litigant's failure to receive notice of a pending hearing or trial.")(internal citations omitted).

S. Under Florida law, "[a] magistrate's findings are subject to being set aside by the trial court when they are clearly erroneous or the magistrate misconceived the legal effect of the evidence." *McNamara v. McNamara*, 988 So. 2d 1255, 1258 (Fla. 5<sup>th</sup> DCA 2008); *citing Cerase v. Dewhurst*, 935 So. 2d 575, 578 (Fla. 3<sup>d</sup> DCA 2006). Once a trial court appoints a magistrate to take testimony and make findings, the trial court loses its prerogative of substituting its own judgment for that of the magistrate. *See Cerase v. Dewhurst*, 935 So. 2d at 578. Moreover, when a trial judge refers a matter to a magistrate, the trial judge does not have the opportunity to observe the witnesses. *See id.* Therefore, the judge is not in the same position as a trial judge who hears a case. *See id.* Rather, it takes on the role of a reviewing court with responsibilities similar to those of an appellate court in reviewing a trial court's findings and determinations. *See id.*



T. If the trial court determines the Magistrate made an error, “[t]he trial court may make a factual determination without holding further hearings if there is sufficient evidence in the record to make findings of fact and law. *Woolfson v. Rose*, 448 So. 2d 1176, 1177-78 (Fla. 3d DCA 1984).

U. In accordance with Florida law, an evidentiary hearing is required in order to resolve a lack-of-notice issue where there is a dispute as whether a party did or did not receive notice of a hearing. *See Power v. Grow Group, Inc.*, 697 So. 2d 1286, 1287 (Fla. 5<sup>th</sup> DCA 1997)(holding that the court cannot determine the credibility of a party’s claim of lack of notice without hearing that party’s evidence; further holding that the court is not bound to believe the party, but the court is nevertheless bound to hear the party).

V. Under the facts at hand, this Court finds that there was competent, substantial evidence presented that Former Wife did not receive notice of the September 17, 2019 hearing before the General Magistrate. Given Former Wife’s absence from the hearing before the General Magistrate, the Magistrate was not in a position within which to weigh Former Wife’s credibility. Unlike the position that the Magistrate was placed in given Former Wife’s absence, this Court was in a vantage point to hear Former Wife’s testimony as part of the Exceptions hearing. Upon considering all of the evidence, including Former Wife’s testimony, this Court was able to determine that Former Wife did not receive notice of the hearing at issue. Unlike the situation in the *Cerese* case, this Court is not faced with a scenario wherein it must substitute its own judgment for that of the General Magistrate as to the Magistrate’s factual findings. Instead, the Court, unlike the position that the General Magistrate found herself faced with, was able through the Exceptions hearing to receive evidence as to the Former Wife’s claims.

Based upon the competent, substantial evidence presented before the Court, it is hereby,  
ORDERED AND ADJUDGED:

1. The Exceptions to the Report of Findings and Recommendations of the General Magistrate are GRANTED as to Former Wife’s lack of notice of the proceedings. The Court finds that Former Wife did not receive the Court’s Order of Referral to General Magistrate (Dkt. 134) and that Former Wife did not receive the Notice of Hearing Before General Magistrate (Dkt. 139). Accordingly, the Court will re-issue an Order of Referral to General Magistrate in accordance with Rule 12.490, Fla. Stat. Former Husband’s Motion to Mandate/Motion to Enforce (Dkt. 130) shall be re-heard by the Magistrate if no objection is raised. If an objection is timely raised, the parties

shall coordinate with the Court to have the matter placed upon this Court's hearing calendar. The Court is reserving ruling upon any other issues identified in the Exceptions until further hearing.

2. This Court specifically reserves jurisdiction to enforce this Order, and to enter further orders as may be equitable, appropriate and just.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 02 DAY OF January, 2020.

  
1/2/2020 9:20 AM DR12-0562  
e-Signed 1/2/2020 9:20 AM DR12-0562

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BRYAN RENDZIO, CIRCUIT JUDGE

Copies to:

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IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA 87-0980  
DIVISION: 58

In Re: The Marriage of

ARTHUR N. MOXON,  
Former Husband,

and

SUSAN MOXON,  
Former Wife.

**ORDER ON FORMER HUSBAND'S MOTION FOR CLARIFICATION**

THIS CAUSE came before the Court on October 21, 2019 upon Former Husband's Motion for Clarification ("Motion") (Dkt. 241). Former Husband was represented by Aaron M. Makofka, Esq. Former Wife was represented by Elliott Zisser, Esq. The Court having considered the evidence of record, having carefully weighed the testimony of witnesses, having reviewed the file, and being otherwise fully informed on the premises thereof, hereby finds as follows:

**I. PROCEDURAL POSTURE:**

1. On September 4, 1987, Former Husband filed his Petition for Dissolution of Marriage ("Petition") (Dkt. 1).
2. On September 28, 1987, Former Wife filed her Answer and Waiver (Dkt. 5).
3. On November 9, 1987, the Final Judgment of Dissolution of Marriage ("Final Judgment") was filed (Dkt. 10).
4. On January 31, 1991, a Motion for Modification of Final Judgment was filed (Dkt. 18).
5. On May 2, 1991, the Court filed its Order on Motion for Modification of Final Judgment (Dkt. 30).
6. On May 10, 1991, a Motion for Clarification was filed (Dkt. 33).
7. On May 21, 1991, the Court filed its Order on Motion for Clarification (Dkt. 35).
8. On February 25, 2011, Former Wife filed her Motion for Civil Contempt and/or Enforcement ("Motion for Contempt") (Dkt. 82). Within her Motion for Contempt, Former Wife

argued that Former Husband was required and failed to pay for, among other items, homeowner's and flood insurance pursuant to the parties' Final Judgment. *See* Mot. for Contempt, p. 3.

9. On July 26, 2011, the Court filed its Order on Former Wife's Motion for Contempt (Dkt. 109). The Court found Former Husband to be in indirect civil contempt for failure to pay property insurance, and provided Former Husband with a purge. *See* Order on Former Wife's Mot. for Contempt, p. 4, ¶ 2.

10. On July 5, 2016, Former Husband filed his Amended Motion to Select Property Insurer, Obtain Bids for Property Insurance, Require Former Wife to Have Inspection of Property for Property Insurance Bids, Require Wife to Correct Defects Affecting Property Insurance Costs, and Allow Former Husband Unfettered Communication with Property Insurer ("Motion to Select Property Insurer") (Dkt. 175).

11. On June 12, 2017, the Court filed the Consent Order on Former Husband's Supplemental Petition for Modification of Final Judgment and Amended Motion to Select Property Insurer, Etc. ("Consent Order on Motion to Select Property Insurer" or "Consent Order") (Dkt. 206).

12. On December 7, 2017, Former Husband filed a Motion for Clarification regarding flood insurance obligations (Dkt. 218).

13. On April 27, 2018, the Court filed its Order on Former Husband's Motion for Clarification (Dkt. 234).<sup>1</sup>

14. On March 21, 2019, Former Husband filed the pending Motion for Clarification (Dkt. 241). Within his Motion, Former Husband argues that he should not be liable for paying homeowner's insurance for improvements built upon Former Wife's property after the parties' dissolution. *See* Mot., p.2, ¶ 4.

15. On October 21, 2019, this Court held a hearing on Former Husband's Motion.

## **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. The Court has jurisdiction over the parties and subject matter of this action.

B. As part of the parties' Final Judgment, which incorporated a Stipulation and Agreement ("Stipulation"),<sup>2</sup> Former Husband was required to purchase a home for Former Wife with a maximum price of \$85,000.00. *See* Mot., p.1, ¶ 1 (Dkt. 241). Former Husband was also

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<sup>1</sup> The Order on Former Husband's Motion for Clarification was entered on April 26, 2018.

<sup>2</sup> The Stipulation was executed by the parties on February 17, 1987.

required to pay, *inter alia*, homeowner's insurance on the residence. *See* Order on Motion for Clarification (dated May 21, 1991) (Dkt. 35) and Order on Former Wife's Motion for Contempt (dated July 26, 2011) (Dkt. 109).

C. The issue before this Court is whether Former Husband should be required to pay insurance to cover a garage structure, which was completely re-built after the parties' dissolution was finalized.

D. According to Former Husband, a home was purchased for Former Wife in accordance with the Stipulation. *See* Mot., p.1, ¶ 2. Moreover, the home contained a separate garage structure at the time of the purchase. *See id.* at p.2, ¶ 2. Former Husband has claimed that Former Wife has requested an increase in insurance over the past few years. *See id.* at ¶ 3. Former Husband claims that this increase is beyond the anticipated rise in cost due to inflation or other passive cost influences. *See id.* Former Husband has also asserted that since the date of the parties' dissolution, Former Wife has made substantial improvements to the home and/or the separate garage structure causing the insurance costs to increase. *See id.*

E. In support of his position, Former Husband argues that this Court previously ordered that Former Husband was not obligated for flood insurance on the newly-constructed garage structure. *See* Mot., p.2, ¶ 3.

F. The Court noted in its April 26, 2018 Order on Former Husband's Motion for Clarification that the matter of insurance "is fundamentally about the interpretation of a marital settlement agreement entered into thirty years ago. Under the terms of the settlement, the Former Husband purchased the Former Wife a home and committed to providing insurance for that home in perpetuity." Order on Former Husband's Motion for Clarification, p. 1 (Dkt. 234). The Court further noted that the garage initially had "a small living space in it." *Id.*

G. Former Husband argues that this Court has ruled that Former Husband is not obligated to provide flood insurance for the garage structure, and thus the Court should likewise not require Former Husband to pay for homeowner's insurance on the garage structure. Former Wife has claimed that there is a distinction between the flood and homeowner's insurance obligations. Former Wife's position is that there were unique facts, which the Court relied upon when rendering its April 26, 2018 Order on Former Husband's Motion for Clarification. Specifically, Former Wife asserts that the issue centered upon a change in the National Flood Insurance Program (NFIP). As indicated in the Court's April 26, 2018 Order on Former Husband's

Motion for Clarification, the claim was denied under the NFIP on the basis that the garage was deemed to be a separate structure due to its living space. *See* Order on Former Husband’s Motion for Clarification, p. 2 (Dkt. 234). The Court further found that the company managing the NFIP advised Former Wife that the garage would have to be separately insured under the NFIP. *See id.* The Court noted that Former Husband’s obligation extended only to the obligations for the initial structure as originally constructed. *See id.* Under the unique facts of the NFIP regulation changes, the Court ruled that Former Husband did not have any obligation to provide flood insurance for the rebuilt and reconstructed garage structure. *See id.*

H. The Court finds that the issue before the Court regarding homeowner’s insurance is distinguishable from the Court’s prior flood insurance ruling. The facts, as claimed by Former Husband, are that the home as originally constructed contained a separate garage structure. Moreover, Former Husband did not refute the fact that the residence as originally constructed contained a living space.

I. Former Husband has argued that the only reason why he did not raise the issue of homeowner’s insurance during the prior hearing was because of the fact that he was unaware that changes were made to the structure at the time of the hearing on the matter. Based upon the facts of this case, the Court does not find Former Husband’s argument to be persuasive. On July 5, 2016, Former Husband filed his Motion to Select Property Insurer (Dkt. 175). As part of his Motion to Select Property Insurer, Former Husband referenced and incorporated an April 26, 2016 letter that he sent to Former Wife so as to obtain competitive insurance bids. *See* Mot. to Select Property Ins., Ex. “A.” The letter expressly asks Former Wife to provide information regarding “[t]he exact nature of the ‘other structure’, (what is it?).” *Id.* Former Husband further stated in his letter that he was going to have the house inspected. *Id.* The parties thereafter entered into the Consent Order on Motion to Select Property Insurer (Dkt. 206). As part of this Consent Order, the parties agreed that Former Husband would provide a homeowner’s insurance policy as provided by Sawgrass Mutual Insurance Company pursuant to a quote that was attached to the Consent Order on Motion to Select Property Insurer. The Sawgrass Mutual Insurance Company quote expressly identifies “Coverage – B – (Other Structures).” The quote further identifies Former Wife’s address, which is the subject of the quote (10 Montano Ave., St. Augustine, FL 32080). As requested by Former Husband in his Motion to Select Property Insurer, the Consent Order provides that “[t]he former wife shall cooperate in any reasonable manner required to obtain and implement

the aforementioned Sawgrass Mutual Policy and inspections thereunder *and to allow the former husband to directly communicate with said insurance carrier or agent.*” (Emphasis added).

J. Insurance for “other structures,” also known as “Coverage B,” is the portion of a homeowner’s insurance policy, which typically covers structures separated from the dwelling by clear space. *See, e.g., Arch v. Nationwide Mut. Fire Ins. Co.*, 1988 U.S. Dist. LEXIS 12719\*, \*6 (E.D. Pa. 1988).

K. Former Husband has claimed that the Consent Order should not control inasmuch as Sawgrass Mutual Insurance Company has gone out of business. Former Wife’s position is that this Court is bound by the Consent Order as *res judicata*. While mindful of the fact that the carrier may have ceased conducting business, this does not change the fact that the Court granted Former Husband an opportunity to directly communicate with an insurance carrier in order to fully conduct any due diligence in this matter. As of April 26, 2016, Former Husband was aware of the “other structure” coverage issue. Former Husband could have conducted his due diligence, which the Court permitted through its Consent Order. The Consent Order expressly states that Former Husband shall provide a homeowner’s insurance policy per the quote that is attached and incorporated into the Consent Order. *See* Consent Order, ¶¶ 1 and 3. Regardless of the fact that Sawgrass Mutual Insurance Company went out of business, the Coverage B (Other Structures) was contemplated by the parties. The Consent Order further references the USAA Policy #00423 79 72 90A (“USAA Policy”). The USAA Policy contains “Other Structures” coverage as well.

L. Based upon the undisputed facts in this case, Former Husband was aware of the “other structures” coverage and expressly questioned Former Wife regarding the same. The parties thereafter executed the Consent Judgment. There was no motion for rehearing. Former Husband never filed any motion addressing any alleged fraud or concealment by Former Wife. Moreover, Former Husband was on notice of the “other structures” issue and was granted access to communicate directly with the insurance agent or otherwise conduct any due diligence that he believed was necessary. There was conflicting testimony as to whether the nature of the garage structure was altered as opposed to simply increasing in size. Former Husband indicated during the hearing before this Court that the structure was altered. However, the Court was not presented with any competent substantial evidence from which the Court could confirm that the structure had been altered from the original structure. Former Wife claimed that the structure was not altered except for the size of the rebuilt garage. Former Husband’s own motion states that the structure

was originally a separate structure. Accordingly, this would qualify the structure under the “other structures” coverage during the time of the parties’ Settlement Agreement. The Court further finds that the prior ruling from the Court pertained specifically to the changing regulations within the NFIP as they pertained to separate structures. The changes in the regulations required a separate flood policy for separate structures. The Court finds that it is bound by res judicata based upon the Consent Order.

M. Both parties have requested their fees for this matter. Under Florida law, the Court shall look at the need and ability to pay when addressing attorneys’ fees. See § 61.16, Fla. Stat. This Court is mindful of the precedent set forth in *Rosen v. Rosen*, 696 So. 2d 697 (Fla. 1997) and *Lovell v. Lovell*, 14 So. 3d 1111 (Fla. 5<sup>th</sup> DCA 2009); citing *Kelly v. Kelly*, 925 So. 2d 364 (Fla. 5<sup>th</sup> DCA 2006). The Court has not been presented with current financial affidavits from which the Court can conduct a current need and ability to pay analysis. Based upon the Court file, there have not been any financial affidavits filed subsequent to the year 2016.


Based upon the competent, substantial evidence presented to the Court, it is hereby,  
ORDERED AND ADJUDGED:

1. Former Husband’s Motion for Clarification is hereby DENIED. Based upon the evidence presented, the Court finds that Former Husband is obligated to insure the rebuilt garage structure under a homeowner’s “Coverage B – (Other Structures)” policy.

2. The Court reserves jurisdiction to determine an award of attorney’s fees in this matter. Each party shall file his/her updated financial affidavit within twenty (20) days of this Order. Once filed, either party may set a separate hearing to address the issue of attorney’s fees pertaining to this Motion.

3. This Court specifically reserves jurisdiction to enforce this Order and to enter further orders as may be equitable, appropriate and just.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA,  
ON 05 DAY OF November, 2019.

11/5/2019 5:08 PM CA87-0980  
  
e-Signed 11/5/2019 5:08 PM CA87-0980

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BRYAN RENDZIO, CIRCUIT JUDGE



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IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT IN AND FOR  
SAINT JOHNS COUNTY, FLORIDA

IN RE: The Marriage of:

CASE NO.: 2018-DR-0054

DIVISION: 58

MICHAEL KENNETH SNEAD,  
Husband,

and

MINGHUI PHEBE YEO SNEAD,  
Wife.

**ORDER ON HUSBAND'S MOTION FOR RETURN  
OF MINOR CHILDREN TO THE STATE OF FLORIDA<sup>1</sup>**

THIS CAUSE came before the Court for hearing on May 31, 2019 and July 15, 2019 on Husband's Motion for Return of Minor Children to the State of Florida ("Motion") (Dkt. 48). Husband was represented by Andrew M. Bonderud, Esq. and Wife was represented by Michael R. Phillips, Esq. The Court, having carefully reviewed the Court file, having considered the testimony of the witnesses, having considered the exhibits from the parties, and having heard argument from counsel for both parties, does hereby find as follows:

**I. PROCEDURAL POSTURE:**

1. On January 11, 2018, Husband filed a Petition for Dissolution of Marriage with Minor Children ("Petition") (Dkt. 1).

2. On January 26, 2018, Wife filed an Answer and Counter-Petition for Dissolution of Marriage. (Dkt. 21).<sup>2</sup>

3. On April 16, 2018, Husband filed the pending Motion, which is now before the Court. (Dkt. 48).

4. The parties were married on May 26, 2013. *See* Pet., ¶ 4 (Dkt. 1). The parties have two (2) minor children, namely: M.E.S. (DOB: 05/04/2015); and J.Y.S. (DOB: 07/28/2017). *See id.* at ¶ 8.

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<sup>1</sup> The Court recognizes that it does not currently have jurisdiction over minor child J.Y.S. The Court's use of the term "children" within this Order is not intended to signify that the Court has jurisdiction over J.Y.S. at this time.

<sup>2</sup> Wife's Counter-Petition was later dismissed. *See* Notice of Voluntary Dismissal. (Dkt. 68).

5. The Husband is a United States citizen. The Wife is a citizen of Singapore who has permanent resident status in the United States. *See* Order on Mot. to Dismiss for Lack of Jurisdiction, Section II, E., p. 4. (Dkt. 121).

6. On November 14, 2018, the Court entered a Partial Final Judgment of Dismissal wherein the Court ruled that it had no jurisdiction over the parties' minor child J.Y.S. *See* Partial Final J. of Dismissal (Dkt. 110).

7. Husband has appealed the Partial Final Judgment of Dismissal. The Fifth DCA has not rendered a ruling in the appellate action (Case No. 5D18-2888) as of the date of this Order.

8. According to the evidence presented before the Court, both minor children were born in Singapore and both maintain dual citizenship between Singapore and the United States of America.

9. The Court conducted a full evidentiary hearing in this matter on May 31, 2019 and July 15, 2019. During the hearing, the Court heard testimony from both the Husband and Wife. The Court has weighed all of the evidence and testimony provided.

## **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. Husband seeks the entry of an Order compelling the Wife to return the parties' minor child M.E.S. to the State of Florida. In his Motion, Husband claims that the Wife "unlawfully removed the parties' two minor children from the State of Florida and the United States of America and took the children to Singapore, where the Wife and minor children have remained ever since." Mot., ¶ 1 (Dkt. 48). Husband has alleged that he "has grave concerns that Wife has undertaken a course of action that is intended to completely and permanently alienate Husband from his minor children." *Id.* at ¶ 7.

B. Wife's position in this matter is that Husband and Wife were having marital problems prior to Wife leaving for Singapore. Wife claims that Husband had discussed a dissolution of marriage with Wife prior to Wife leaving for Singapore. According to the testimony, there was already discussion of divorce as early as during Wife's pregnancy with the parties' second child. Wife further claims that Husband was aware that Wife intended to remain in Singapore with the parties' minor children. Wife has alleged that Husband consented to the parties' minor children remaining in Singapore with Wife and wanted the parties to discuss division of assets.

C. The Court heard testimony that on or about December 6, 2017, the parties discussed the issue of the Wife and the minor children returning to Singapore for an indefinite amount of time. There was no dispute that Husband agreed that the Wife and the parties' minor children could travel to Singapore on December 10, 2017. Husband purchased the Wife and the parties' minor children one-way airline tickets to Singapore. The testimony, which was not disputed, was that Husband drove the Wife and the parties' minor children to the airport on December 10, 2017. The testimony, which was not refuted, was that Husband posted online details regarding the Wife and the parties' minor children's flight to Singapore.

D. There was testimony that Husband cancelled the health insurance for the Wife and the parties' minor children in the United States on or about December 13, 2017.

E. There was evidence presented to the Court that the Wife and the minor children have not returned to the United States since December of 2017.

F. The Court heard testimony that the Husband has had daily video and telephone contact with the parties' minor children since the time that Wife and the parties' minor children traveled to Singapore. There was a dispute between the parties as to the quality and length of the conversations. There was testimony provided to the Court wherein, among other claims, Wife's brother was permitted to monitor video conferencing between Husband and the parties' minor children. According to the testimony, on at least one (1) occasion, Wife's brother became agitated when Husband expressed concern over not being able to see M.E.S. during the video call. Husband testified that Wife's brother advised Husband that if Husband did not like the situation, Wife's brother would forbid Husband from communicating with minor child M.E.S. Husband also testified that during a call with minor child M.E.S. the child indicated that she did not like her father. The Court has concerns regarding some alleged interference with the communications. The Court would strongly encourage Wife and her family in Singapore to work in good faith to foster and nurture a bond between Husband and the parties' minor children. The Court reminds the parties that there shall be no interference with the time or manner of communication between the parties and their minor children.

G. There was also testimony regarding a lack of communication by the Wife when she made international travel plans with herself and the parties' minor children. Specifically, there was evidence presented that the Wife did not inform the Husband about her and the children's travel plans to Malaysia until after they had arrived in Malaysia. Moreover, there was testimony

that the Wife took the minor children to Australia for approximately ten (10) days. According to the testimony, the Wife did inform the Husband about her plans to take the minor children to Australia. However, Wife refused to acknowledge objections raised by the Husband. Moreover, there was testimony that Wife has not conferred with the Husband about any major life decisions concerning the children since she removed them from the United States. According to the testimony, Wife has unilaterally selected the children's health care providers, church, school, extracurricular activities, and caregivers. She also has not conferred with the Husband at all concerning the children's pediatric doctor visits since she removed the children from the United States. Based upon the evidence presented, the Court is concerned with one parent essentially acting as though he or she has sole parental responsibility. The parties are reminded to keep the best interests of the minor children at the forefront of this action. In doing this, there must be communication and effective co-parenting regardless of the relationship between the parties.

H. The Court received testimony and other evidence regarding the parties' finances. Husband has filed a financial affidavit in this action. According to the financial affidavit, Husband reported a net monthly income of \$8,039.25. Based upon the financial affidavit, Husband has \$2,589.12 in monthly surplus after his expenses are paid. *See* Family Law Fin. Aff., p. 6 (Dkt. 4). Additionally, as of January 2018, the Husband reported more than \$14,500 in two (2) bank accounts. *Id.* Wife has not filed a financial affidavit in this action, and during the hearing the Wife offered little evidence to support her financial condition. Wife testified that she was financially unable to afford airfare for herself and for one (1) or both of the parties' two (2) minor children to return to the United States from Singapore. On cross examination, however, Wife testified that she has money in eleven (11) bank accounts, which are worth more than \$150,000. Additionally, the evidence revealed that Wife now owns a home in Singapore, which according to her own estimate is worth greater than one million dollars, at least \$700,000 of which is equity. Wife's position with respect to the foregoing assets is that all of the funds are tied to her family in Singapore and that the funds are not for her sole use. Wife has failed to provide this Court with any financial information. Thus, this Court must rely upon the testimony that was given during the evidentiary hearing. Based upon the financial information that was elicited during Wife's cross-examination, this Court believes that there is competent, substantial evidence to support the fact that Wife has the ability to pay a portion of travel for herself and the parties' minor children concerning travel from Singapore to the United States.

I. As with all child custody determinations, “the best interest of the child shall be the primary consideration.” § 61.13(3), Fla. Stat.; *see also Maguire v. Wright*, 157 So. 3d 493, 494 (Fla. 5th DCA 2015).

Section 61.13(3), Florida Statutes (2014), sets forth the numerous factors a trial court must consider in creating a parenting plan that governs each parent’s relationship with his or her minor child and the relationship between each parent with regard to his or her minor child. While separate findings as to each factor in section 61.13(3) are not required to sustain a temporary award, the record must reflect that the custody determination was made in the best interest of the child.

*Maguire*, 157 So. 3d at 494 (citing *Decker v. Lyle*, 848 So. 2d 501, 503 (Fla. 2d DCA 2003)).

J. In the abundance of caution, as well as for further clarification for the parties’ benefit, the Court is providing its separate findings in support of the Court’s best-interest-of-the-child analysis.

**(a) The demonstrated capacity and disposition of each parent to facilitate and encourage a close and continuing parent-child relationship, to honor the time-sharing schedule, and to be reasonable when changes are required.**

Both parties have worked with coordinating telephonic and video communications between the Husband the parties’ minor child M.E.S. There was testimony that a few phone calls or video conferences were missed because of issues by both parties due to the time difference between the United States and Singapore. The Wife has recognized that the bond between the minor child M.E.S. and the Husband has deteriorated and Wife testified that she encourages a bond between the child and her father. The Court does have concerns, however, as to which steps the Wife has taken to foster the bond between Husband the child. The Court has been presented with testimony, which has not been refuted, that Wife’s brother has interfered with video conferencing between the Husband and the minor child. The Court is also concerned about minor child M.E.S.’s comments to the effect that she does not like her father. It was unclear from the evidence presented, which steps, if any, Wife has taken to assist with fostering the bond between M.E.S. and Husband. Based upon the evidence presented, the Court finds that this factor favors the Husband.

**(b) The anticipated division of parental responsibilities after the litigation, including the extent to which parental responsibilities will be delegated to third parties.**

There was evidence presented that Wife currently has a live-in domestic helper. However,

there was no evidence presented that Wife relies upon the helper to care for the parties' children. The evidence presented was that culturally the helper assisted the entire family and was not helper solely for Wife's needs. During the marriage, Wife was the primary caregiver for the children. There was also testimony that the Husband had only watched the parties' children without anyone else present on one (1) occasion while the parties resided together. Husband has testified that he is capable of watching the parties' child M.E.S. without delegating any parental responsibilities to third parties due to his flexible work schedule. Husband also testified that his work schedule may require some travel. This factor slightly favors Wife.

**(c) The demonstrated capacity and disposition of each parent to determine, consider, and act upon the needs of the child as opposed to the needs or desires of the parent.**

Based upon the evidence presented, both parties have demonstrated a capacity and disposition to determine, consider, and act upon the needs of their minor child at issue as opposed to the needs or desires of themselves. This factor weighs equally between the parties.

**(d) The length of time the child has lived in a stable, satisfactory environment and the desirability of maintaining continuity.**

The testimony presented to the Court, which was not refuted, was that minor child M.E.S. has remained in Singapore since December 2017. There was no evidence presented to refute the fact that the child has lived in a stable, satisfactory environment. Moreover, having M.E.S. remain in Singapore would maintain continuity. M.E.S. would remain in the environment, which she has known for the past couple of years. Moreover, M.E.S. has a sibling (J.Y.S.) who lives in Singapore. This factor favors the Wife.

**(e) The geographic viability of the parenting plan, with special attention paid to the needs of school-age children and the amount of time to be spent traveling to effectuate the parenting plan. This factor does not create a presumption for or against relocation of either parent with a child.**

Husband lives in Florida and the Wife resides in Singapore. Based upon the age of the minor child at issue, as well as the geographic distance between the parties, the Court finds that a rotating timesharing schedule would deprive the minor child of the community and continuity she has become accustomed to over the past year and a half of her life. Any temporary parenting plan should account for the distance.

**(f) The moral fitness of the parents.**

There was no evidence presented from which this Court could conclude that either parent exhibited any negative moral fitness. Based upon the information and evidence provided to the Court, the Court finds that both parents displayed a suitable moral fitness. This factor weighs equally between the parties.

**(g) The mental and physical health of the parents.**

There was no evidence presented from which this Court could conclude that either parent exhibited any negative mental or physical health. Based upon the information and evidence provided to the Court, the Court finds that both parents displayed a suitable mental and physical health. This factor weighs equally between the parties.

**(h) The home, school, and community record of the child.**

The evidence presented to the Court was that minor child M.E.S. has lived in Singapore since December 2017. The evidence, which was not refuted, was that the minor child has a stable environment. The child attends church, and participates in soccer, art and swimming. The child's pediatrician is in Singapore. This factor favors the Wife.

**(i) The reasonable preference of the child, if the court deems the child to be of sufficient intelligence, understanding, and experience to express a preference.**

The child is not of sufficient age (i.e., not of sufficient understanding) to express to the Court a reasonable preference.

**(j) The demonstrated knowledge, capacity, and disposition of each parent to be informed of the circumstances of the minor child, including, but not limited to, the child's friends, teachers, medical care providers, daily activities, and favorite things.**

Based upon the testimony provided, the Wife was more informed regarding the minor child's friends, teachers, medical care providers, daily activities, and favorite things. However, the Husband did testify as to his knowledge of the foregoing while the child was residing in the United States. Based upon the evidence presented, it does not appear that Husband's lack of knowledge was self-imposed inasmuch as Wife has not communicated with Husband regarding the above information while the child has been in Singapore. The Court finds that this factor weighs equally between the parties.



- (k) The demonstrated capacity and disposition of each parent to provide a consistent routine for the child, such as discipline, and daily schedules for homework, meals, and bedtime.**

The evidence presented to the Court was that Wife has been the primary caregiver for the minor child at issue since the child's birth. Wife has been the party who has provided a consistent routine for the child, and daily schedules for homework, meals, and bedtime. Wife was the primary caregiver for the children. There was also testimony that the Husband had only watched the parties' children without anyone else present on one (1) occasion while the parties resided together. This factor favors the Wife.

- (l) The demonstrated capacity of each parent to communicate with and keep the other parent informed of issues and activities regarding the minor child, and the willingness of each parent to adopt a unified front on all major issues when dealing with the child.**

The evidence presented to the Court was that Wife has not conferred with Husband regarding the child's extracurricular activities, church or choice of caregivers. Wife has not conferred with Husband regarding medical care and treatment for the child. Wife has never provided Husband with any information or receipts for any of the child's expenses. There was also testimony regarding a lack of communication by the Wife when she made international travel plans with herself and the parties' minor child at issue. Specifically, there was evidence presented that the Wife did not inform the Husband about her and the child's travel plans to Malaysia until after they had arrived in Malaysia. Moreover, there was testimony that the Wife took the minor child to Australia for approximately ten (10) days. According to the testimony, the Wife did inform the Husband about her plans to take the minor child to Australia. However, Wife refused to acknowledge objections raised by the Husband. Based upon the evidence presented, the Court is concerned with one parent essentially acting as though he or she has sole parental responsibility. The parties are reminded to keep the best interests of the minor children at the forefront of this action. In doing this, there must be communication and effective co-parenting regardless of the relationship between the parties. The Court finds that this factor favors the Husband.

- (m) **Evidence of domestic violence, sexual violence, child abuse, child abandonment, or child neglect, regardless of whether a prior or pending action relating to those issues has been brought. If the court accepts evidence of prior or pending actions regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect, the court must specifically acknowledge in writing that such evidence was considered when evaluating the best interests of the child.**

The Court was not presented with any evidence of domestic violence, sexual violence, child abuse, child abandonment, or child neglect.

- (n) **Evidence that either parent has knowingly provided false information to the court regarding any prior or pending action regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect.**

The Court was not presented with any evidence that either parent has knowingly provided false information to the court regarding any prior or pending action regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect.

- (o) **The particular parenting tasks customarily performed by each parent and the division of parental responsibilities before the institution of litigation and during the pending litigation, including the extent to which parenting responsibilities were undertaken by third parties.**

During the marriage, Wife was the primary caregiver for the children. Husband was historically the primary wage earner for the family. There has been evidence presented that during this pending litigation, Wife has had a live-in domestic helper. However, there was no evidence presented that Wife relies upon the helper to care for the parties' children. The evidence presented was that culturally the helper assisted the entire family and was not solely for Wife's needs. This factor favors the Wife.

- (p) **The demonstrated capacity and disposition of each parent to participate and be involved in the child's school and extracurricular activities.**

Based upon the testimony provided, the Wife has been exclusively participating in the child's school and extracurricular activities. However, there was no evidence that this was through any fault of Husband insomuch as the child currently resides in Singapore and Wife has not actively communicated with Husband. The Court finds that this factor weighs equally between the parties.

- (q) **The demonstrated capacity and disposition of each parent to maintain an environment for the child which is free from substance abuse.**

There was no evidence presented to the Court that either parent had a substance abuse problem.

- (r) **The capacity and disposition of each parent to protect the child from the ongoing litigation as demonstrated by not discussing the litigation with the child, not sharing documents or electronic media related to the litigation with the child, and refraining from disparaging comments about the other parent to the child.**

Both parents have displayed the capacity and disposition to protect the child from the ongoing litigation as demonstrated by not discussing the litigation with the child, not sharing documents or electronic media related to the litigation with the child, and refraining from disparaging comments about the other parent to the child. There was testimony from the Husband that during a call with minor child M.E.S. the child indicated that she did not like her father. There was no evidence, however, that Wife had made any disparaging comments or otherwise discussed the litigation with the child. Wife testified that she believed that the child needed to have a strong bond with the child's father. The Court finds that this factor weighs equally between the parties.

- (s) **The developmental stages and needs of the child and the demonstrated capacity and disposition of each parent to meet the child's developmental needs.**

The evidence presented to the Court supports a finding that both parents are able to meet the child's developmental needs. While Wife has historically had a more active role in this respect, there was no evidence that Husband was incapable of meeting the same needs. The Court finds that this factor weighs equally between the parties.

- (t) **Any other factor that is relevant to the determination of a specific parenting plan, including the time-sharing schedule.**

The Court has also considered the parties' employment. Husband is a software architect. Husband testified that he has a flexible schedule and that he has discretion for increased flexibility within his profession. Wife works as a piano instructor. Based upon the evidence presented, the Court finds that while Husband may have some flexibility with this profession, he will still have times when he may have to travel for work. Wife has a more flexible position as a piano instructor. The Court also questions a few seemingly evasive responses by Husband. Specifically, Husband was not forthcoming as to the identity of the female companion (Paige Webber) who is currently

living with Husband. Husband also appeared to be evasive when responding to questions about how many vacation days he is entitled to, as well as how many vacation days he has used within the last year. The Court questions Wife's claim that she is unable to contribute toward any timesharing. Wife has not provided the Court with a financial affidavit or other financial disclosures. There was evidence presented that the Wife does have significant income. Wife's failure to provide the Court with proof of her income and debt cannot be used by Wife to infer that she is unable to contribute toward timesharing. Wife did testify as to certain costs associated with the minor child's school and medical costs. However, Wife failed to file any documents with the Court to corroborate the expenses.

Based upon the competent, substantial evidence presented, the Court finds that it is hereby,  
ORDERED AND ADJUDGED:

1. Husband's Motion is hereby DENIED.
2. The Court finds that Husband's timesharing with M.E.S. may occur within the State of Florida. Prior to M.E.S. traveling to the State of Florida, Husband shall travel to Singapore on two (2) occasions to visit with the minor child. This is being ordered due to the age of the child, as well as the length of time since Husband has seen the child in person. Wife shall cooperate in good faith to coordinate the temporary timesharing with the Husband. Husband shall be entitled to have timesharing free from interference from Wife's extended family during the visits to Singapore. Once the two (2) initial visits are completed, M.E.S. shall travel to the United States so that Husband may exercise timesharing with the parties' minor child in the United States. Husband's timesharing shall be for a two (2) week period. Timesharing in Singapore shall be from 10:00 a.m. until 6:00 p.m. The Wife may be present during the Singapore timesharing. The parties may arrange for overnight timesharing during the Singapore visit at the discretion of Wife. During the timesharing in the United States, Husband shall be entitled to have uninterrupted visitation for the two (2) week period (including overnights) and it shall be within Husband's discretion as to whether Wife shall be present during any portion of the visitation period.
3. The parties shall equally share in the costs of the minor child's travel to and from Singapore and the United States. The parties shall equally share in the costs of Wife's travel to and from Singapore and the United States. In the event that minor child J.Y.S. travels to the United States with Wife, Husband shall pay 100% of the cost for J.Y.S.'s travel.

4. The Court is concerned about possible alienation occurring between the Husband and the parties' minor child M.E.S. Accordingly, the Court is directing that the parties engage a counselor for M.E.S. to address any issues that may be occurring. The parties shall designate for the Court the name of the counselor for the benefit of minor child M.E.S. Should the parties not be able to agree on a counselor, each party shall submit a list of counselors within the Singapore area for consideration by the Court. The list shall be submitted within thirty (30) days of this Order. Once the counselor is selected, the parties are directed to immediately begin counseling sessions. Should the counselor require participation by Husband, Husband may participate in any required counseling activities via Skype or other remote communication. The parties shall equally bear the costs of the counseling sessions. To the extent that the counseling session is covered by insurance, Wife shall utilize insurance for the sessions and the parties shall equally bear the costs of any co-pay.

5. Wife shall file a financial affidavit within fifteen (15) days from the date of this Order.

6. The parties are hereby directed to attend mediation within sixty (60) days from the date of this Order.

7. The Court retains jurisdiction for the enforcement and/or modification of this Order, as well as to enter further orders as may be equitable, appropriate and just.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 16 DAY OF August, 2019.



e-Signed 8/16/2019 10:38 AM DR18-0054

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BRYAN RENDZIO, CIRCUIT JUDGE

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IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED

MICHAEL KENNETH SNEAD,

Appellant,

v.

Case No. 5D19-2651

MINGHUI PHEBE YEO SNEAD,

Appellee.

\_\_\_\_\_ /

Decision filed March 3, 2020

Nonfinal Appeal from the Circuit Court  
for St. Johns County,  
Bryan R. Rendzio, Judge.

Andrew M. Bonderud, of The Bonderud  
Law Firm, P.A., Jacksonville, for Appellant.

No Appearance for Appellee.

PER CURIAM.

AFFIRMED.

EVANDER, C.J., WALLIS and LAMBERT, JJ., concur.

**RESPONSE TO NO. 26(iv)**  
**(CASES CITED WITHIN RESPONSE)**

IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT IN AND FOR  
ST. JOHNS COUNTY, FLORIDA

Case No.: DR15-1370  
Division: 58

IN RE THE MATTER OF:

KATHERINE M. O'CONNELL,  
Petitioner,

and

JARRID L. MORRISON,  
Respondent.

**ORDER ON RESPONDENT'S MOTION FOR TERMINATION OF FINAL JUDGMENT  
OF INJUNCTION FOR PROTECTION AGAINST DOMESTIC VIOLENCE  
WITHOUT MINOR CHILD(REN)(AFTER NOTICE)**

THIS MATTER came before the Court on July 10, 2019 upon Respondent's Motion for Termination of Final Judgment of Injunction for Protection Against Domestic Violence Without Minor Child(ren)(After Notice) ("Motion") (Dkt. 38). Both Petitioner and Respondent were present at the hearing with their respective counsel. The Court having analyzed the evidence of record, having considered the testimony offered for the Court, having reviewed the file, and being otherwise fully informed on the premises thereof, hereby finds as follows:

**I. PROCEDURAL POSTURE:**

1. A Final Judgment of Injunction for Protection Against Domestic Violence Without Minor Child(ren)(After Notice) was entered and filed on September 8, 2015 (Dkt. 24).
2. Petitioner KATHERINE M. O'CONNELL (hereinafter "Petitioner") and Respondent JARRID L. MORRISON (hereinafter "Respondent") were previously married. The parties subsequently divorced. The dissolution of marriage was entered on December 18, 2015. *See* Final J. of Dissolution of Marriage (Case No.: DR15-1460; Dkt. 50).
3. Respondent has alleged that there no longer remains a need for the injunction at issue to remain in place. *See* Mot., ¶ 2 (Dkt. 38).



## II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Under Florida law, any party may move the Court to modify or dissolve an injunction at any time. *See* § 741.30(10), Fla. Stat.

B. Respondent's position in this matter is that there is no legal basis for the injunction to remain in place. *See* Mot., ¶ 5 (Dkt. 38). Specifically, Respondent has alleged that he has fully complied with all of the terms of the injunction (i.e., completion of a batterers' intervention program; enrollment in a substance abuse evaluation, as well as completion of a mental health evaluation). *See id.* at ¶ 4. Respondent has further claimed that he has had no contact with the Petitioner since the entry of the injunction. *See id.* at ¶ 3.

C. During the evidentiary hearing, Respondent argued that there were no allegations of any actual physical violence alleged in the Petition for Injunction for Protection Against Domestic Violence ("Petition") (Dkt. 2). Respondent further argued that there was no harm alleged within the Petition. Respondent maintained that there was no threat insomuch as Respondent resides in Jacksonville, Florida and Petitioner resides in St. Augustine, Florida. Finally, during the hearing, Respondent made an ore tenus argument that his Constitutional rights were being restricted insomuch as the injunction was preventing him from possessing any firearm.

D. In response to the Motion, Petitioner alleged that Respondent has in fact violated the injunction by coming within five hundred (500) feet of Petitioner's residence. Petitioner claimed that she has observed Respondent in Petitioner's neighborhood approximately a half-dozen times since the injunction was entered. Petitioner was visibly shaken when testifying as to her fear for safety, as well as that of her minor child from another relationship. Petitioner testified that she believes that Respondent is delusional and is capable of harming Petitioner.

E. In rebuttal to Petitioner's claims, Respondent alleged that he has a good friend who lives in Petitioner's neighborhood and that he was visiting the friend. Respondent further questioned why Petitioner never reported any of the alleged incidents to the St. Johns County Sheriff's Office.

F. Given the demeanor of both parties while testifying, the Court finds Petitioner to be credible and finds that Petitioner continues to have reasonable cause to believe that she is in imminent danger of becoming a victim as defined by Section 741.30(6)(b), Fla. Stat. The Court does not find Respondent to be credible with respect to his claim that he is simply visiting a friend in Petitioner's neighborhood. Clearly, given the parameters of the injunction, Respondent could,

and should in fact, meet his friend at a location other than the friend's residence.

G. Both parties argued that the *Alkhoury* case was dispositive on the issues before this Court. *See, e.g., Alkhoury v. Alkhoury*, 54 So. 3d 641 (Fla. 1<sup>st</sup> DCA 2011). The Court in *Alkhoury* was presented with a motion to dissolve a permanent injunction for domestic violence. *See id.* at 641-42. The First District Court of Appeal held that permanent injunctions may be modified by the Court "whenever changed circumstances make it equitable to do so . . ." *Id.* at 642; *citing Hale v. Miracle Enters. Corp.*, 517 So. 2d 102, 103 (Fla. 3d DCA 1987).

H. Based upon the totality of the evidence presented by the parties, this Court is unable to find that the circumstances have changed so as to warrant termination of the injunction. This Court is not going to revisit the initial facts and evidence from which the final injunction in this matter was issued. The Court does find that Respondent has taken positive steps by completing the required programs and evaluations as ordered. However, this fact alone does not give rise to any change in circumstances. Moreover, the Court is not persuaded by the fact that Respondent now resides in Jacksonville, Florida. The Court does not find that the relocation to Jacksonville, Florida constitutes a change in circumstances sufficient to terminate a final injunction. Finally, the Court does not find Respondent's claims of no contact to be credible or sufficient to terminate the injunction. There was evidence presented that Respondent was initiating some form of contact with Petitioner by his presence in Petitioner's neighborhood. Even if the Court were to accept Respondent's account of the facts (i.e., that Respondent was visiting a friend), this alone would not warrant terminating the final injunction. At best, this conduct would evidence the fact that the injunction is effective, and not that there was some change in circumstances.

I. Respondent has also argued that the final injunction is restricting his Constitutional right to possess a firearm. Under Florida law, not only is the Federal right to bear arms applicable to the states under *McDonald v. City of Chicago*, 561 U.S. 742 (2010) by selective incorporation through the Due Process Clause of the Fourteenth Amendment, U.S. Const. amend. XIV, but the Florida Constitution includes a separate constitutional right to bear arms in Art. I, § 8, Fla. Const. *See Norman v. State*, 215 So. 3d 18, 33 (Fla. 2017). Unlike other rights contained within Florida's declaration of rights, however, the plain language of Art. I, § 8, Fla. Const., explicitly authorizes the Florida Legislature to regulate the manner of exercising the right to keep and bear arms for self-defense. *See id.* at 41.

J. In accord with Art. I, § 8, Fla. Const., the Florida Legislature has enacted Section

790.233 (entitled “Possession of firearm or ammunition prohibited when person is subject to an injunction against committing acts of domestic violence, stalking, or cyberstalking; penalties”), which states: “[a] person may not have in his or her care, custody, possession, or control any firearm or ammunition if the person has been issued a final injunction that is currently in force and effect, restraining that person from committing acts of domestic violence, as issued under [Section] 741.30 or from committing acts of stalking or cyberstalking, as issued under [Section] 784.0485.” § 790.233(1), Fla. Stat. It is the function of the Florida Legislature, not this Court, to enact laws within the State of Florida. Moreover, Respondent has failed to raise any specific challenge to the existing law other than to generally aver during his testimony that it is restricting his Constitutional rights. Respondent’s vague, unsupported argument does not suffice for any further judicial review by the Court.

For all of the reasons stated within this Order, it is hereby,

ORDERED AND ADJUDGED:

Respondent’s Motion is hereby DENIED.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 11 DAY OF July, 2019.

 7/11/2019 1:33 PM DR15-1370

e-Signed 7/11/2019 1:33 PM DR15-1370

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CIRCUIT JUDGE

Copies to: 07/11/2019

Anne Marie Gennusa, Esquire  
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IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
ST. JOHNS COUNTY FLORIDA

CASE NO.: DR19-1807  
DIVISION: 58

IN THE INTEREST OF:  
O.S.,

A minor.

\_\_\_\_\_/

**FINAL ORDER DISMISSING PETITION FOR JUDICIAL WAIVER OF PARENTAL  
NOTICE OF TERMINATION OF PREGNANCY**

THIS CAUSE came before the Court on November 20, 2019 upon a Petition for Judicial Waiver of Parental Notice of Termination of Pregnancy and the Court being otherwise advised in the premises, finds the following:

1. Prior to commencing the hearing, this Court advised Petitioner of her right to counsel and specifically advised Petitioner that counsel would be appointed at no cost pursuant to section 390.01114(4)(a), Florida Statutes. The Court wanted to ensure that the minor Petitioner was aware of her right to counsel at no cost prior to proceeding forward with the hearing in this matter. The Court advised the minor Petitioner that if the Petitioner wished to have appointed counsel the Court would immediately reset the hearing for the following day so that counsel could be present with Petitioner. Petitioner acknowledged her right to appointed counsel at no cost and declined representation. Petitioner expressly indicated to the Court that she wished to proceed without counsel. Based upon this express acknowledgment, the Court conducted the hearing in this matter.
2. The minor has not proven by sufficient evidence any of the criteria that would permit a judicial waiver of the parental notification requirements of section 390.01114(3), Florida Statutes. Under Florida Law, the Court is required to find by clear and convincing evidence that the minor is sufficiently mature to decide whether to terminate her pregnancy based upon the factors enumerated within section 390.01114(4)(c), Florida Statutes. The Court has also analyzed section 390.01114(d) pertaining to a minor being a victim of child abuse or sexual abuse inflicted by one or

both of her parents or her guardian, as well as whether by clear and convincing evidence notification to the parent or guardian is not in the best interest of the Petitioner. The Court notes that there were no allegations of child abuse or sexual abuse in this matter. Petitioner testified that there was no child abuse or sexual abuse. Accordingly, the Court was focused on whether there was clear and convincing evidence that notification to the parent was not in the best interest of the Petitioner.

3. During the hearing, the Court went through all of the factors enumerated in section 390.01114(c)(1)(a)-(g), as well as section 390.01114(c)(2). Through testimony, Petitioner testified that she was sixteen (16) years old. The Court went through the analysis of overall intelligence. Petitioner is in the 11<sup>th</sup> grade and testified that she maintains a 3.0 GPA. The Court further went through the emotional development and stability, the credibility and demeanor as a witness, the ability to accept responsibility, the ability to assess the immediate and long range consequences of the minor's choices, as well as the ability to explain the medical risks of terminating her pregnancy and to apply that understanding to her decision. The Petitioner testified that the long range consequence of her choice would be to permit her to have a future. Petitioner specifically testified that it would be hard to have a future with a child inasmuch as Petitioner is in high school. Petitioner further testified that she would not be able to go to school and would not be able to finish school. Petitioner testified as to her understanding of the medical risks of terminating a pregnancy. Petitioner testified that she would go to a clinic and the procedure would be either surgical or she would get pills. Petitioner testified that if there was a complication she would have to try again. Petitioner further testified that she is helping to raise her siblings who are thirteen (13) and eleven (11) years old. Petitioner testified that her mother would not have the money for the procedure and that her mother would blame it on her. Petitioner specifically testified that she believed that her mother would accuse Petitioner of trying to seek attention and putting the needs of Petitioner above Petitioner's mother's needs. Petitioner further testified that her mother would likely make her keep the child as a means of trying to prove a point. The Court asked questions of the Petitioner concerning the alleged facts in the Petition. Specifically, the Court asked Petitioner questions as to the allegations supporting the Petition that the Petitioner's mother works approximately

an hour away from home. In response, Petitioner testified that her mother works in Jacksonville and that her mother leaves for work at 7AM and does not get home until late. Petitioner testified that her mother would accuse Petitioner of having the child to keep the Petitioner's mother from going to work. Petitioner further testified that she believed that her mother would make her keep the child as punishment.

4. The Court was not presented with testimony or other facts sufficient to find that there was clear and convincing evidence that the minor child was of sufficient maturity to decide whether to terminate her pregnancy. The Court notes that the minor Petitioner did present her arguments and presented as a credible witness. However, Petitioner's reasoning for not wanting to notify her mother appeared to be more of a situation where Petitioner believed her mother would punish the Petitioner for the circumstances. Petitioner's use of the word "punishment," as well as her testimony concerning what she believed her mother's response would be to notifying the mother of the pregnancy does not satisfy this Court that the minor Petitioner is of sufficient maturity to justify this Court waiving the notice to the parent.
5. The Court further went through and asked Petitioner whether there was any undue influence by another concerning the Petitioner's decision to have an abortion. Petitioner testified that no one has tried to influence her in her decision. Therefore, it is,

ORDERED AND ADJUDGED:

1. The Petition for Judicial Waiver of Parental Notice of Termination of Pregnancy is DISMISSED.
2. The Clerk shall keep and maintain a confidential record of these proceedings as provided by section 390.01116, Florida Statutes, and shall seal the record.
3. The Clerk shall immediately provide Form 9.900(a) Notice of Appeal to the minor or Petitioner if other than the minor.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 21 DAY OF November, 2019.



e-Signed 11/21/2019 2:46 PM DR19-1807

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IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
ST. JOHNS COUNTY FLORIDA

CASE NO.: DR19-1807  
DIVISION: 58

IN THE INTEREST OF:  
O.S.,  
A Minor,

**ORDER ON MOTION FOR REHEARING**

THIS CAUSE came before the Court on November 27, 2019 upon Petitioner's Motion for Rehearing ("Motion"). Upon review of the Motion, the Court on its own accord appointed counsel to represent the interests of Petitioner. Petitioner was represented at the hearing on the Motion by Debra Alexander, Esq. The Court having considered the evidence of record, having carefully weighed the testimony of Petitioner, having reviewed the file and being otherwise fully informed on the premises thereof, hereby finds as follows:

1. Petitioner indicated in her Motion that she was nervous during the initial hearing in this matter. Petitioner raised arguments in her Motion which were not raised in the initial Petition. Petitioner alleged in her Motion that due to her nervousness she was not able to fully express the allegations supporting her Petition.
2. In the abundance of caution, the Court has appointed counsel for the Petitioner and the Court has analyzed and considered all of the information in the Motion.
3. During the hearing on the Motion, Petitioner testified that she is in 11<sup>th</sup> grade, that she makes all A's and B's, that she does not attend any extracurricular activities, and that she works at Ripley's Believe it or Not, as well as at the Ralph Lauren Polo store.
4. Petitioner testified that she lives with her mother near Crescent Beach, Florida.
5. Petitioner testified that the relationship with her mother is more like a roommate inasmuch as they live together and help each other pay bills. Petitioner testified that she owns a car.
6. Petitioner testified that she graduates next year and would like to be a therapist.
7. Petitioner testified that she does not have a relationship with her father.

8. Petitioner testified that she cannot discuss this issue with her mother because Petitioner believes that her mother will make Petitioner leave the house. Petitioner testified as to a prior instance where Petitioner's mother dropped Petitioner off with nowhere to go.
9. Petitioner did testify that she can discuss this situation with her friend's parents. When questioned by the Court, Petitioner advised the Court that her friend is sixteen (16) years old and is also pregnant. Petitioner testified that her friend lives with the friend's boyfriend's family.
10. Petitioner testified that she could afford to pay for the abortion.
11. Petitioner testified that she has a boyfriend of two (2) years who is the individual from whom she became pregnant. Petitioner testified that her boyfriend is sixteen (16) years old and that he lives with his parents. Petitioner testified that she does have friends for support and Petitioner further testified that she does have some potential support through her local church.
12. Petitioner was questioned by the Court as to the statement in the Motion wherein Petitioner stated "I accept full responsibility in me becoming pregnant and just want to fix it." In explaining this statement to the Court, Petitioner stated that this meant "she could get rid of it" as concerns the pregnancy.
13. Petitioner also testified regarding a statement in her Motion wherein she stated "[t]his is my last chance at fixing my future, and my reason for the appeal." Petitioner testified that what she meant by this statement was that she would not be able to attend college if she had a child and she wants to go to college without the responsibility of a child. At one point during her testimony, Petitioner further stated that she wants to ensure her chance of a future without her mother and a child getting in the way.
14. The Court has carefully analyzed all of the reasons presented by Petitioner and notes that there was a lack of abuse testified to by Petitioner. The Court was not presented with any evidence to sufficiently find that there was a situation of abuse that warranted the Court granting the Petition in this matter.

Based upon the testimony provided, the Court does not find that Petitioner has proven by sufficient evidence any of the criteria that would permit a Judicial Waiver of the Parental Notification requirement of Section 390.01114(3) Fla. Stat. Accordingly it is, hereby



ORDERED AND ADJUDGED:

Petitioner's Motion for Rehearing is DENIED.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 27  
DAY OF November, 2019.



11/27/2019 4:32 PM DR19-1807

e-Signed 11/27/2019 4:32 PM DR19-1807

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BRYAN RENDZIO, CIRCUIT JUDGE

Copies to:

O.S., A Minor

Debra Alexander, Esq.  
[debraalexander@bellsouth.net](mailto:debraalexander@bellsouth.net)

## In re Doe

Court of Appeal of Florida, Fifth District

December 6, 2019, Opinion Filed

Case No. 5D19-3544

### Reporter

2019 Fla. App. LEXIS 18222 \*; 44 Fla. L. Weekly D 2926; 2019 WL 6649378

IN RE: JANE DOE, Appellant,

SASSO, J.

**Notice:** NOT FINAL UNTIL TIME EXPIRES TO FILE  
MOTION FOR REHEARING AND DISPOSITION  
THEREOF IF FILED

**Prior History:** [\*1] Appeal from the Circuit Court for St.  
Johns County, Bryan Rendzio, Judge.

### Core Terms

maturity, notice, pregnancy, terminate, court-appointed,  
credibility, convincing, appointed

**Counsel:** Debra Alexander, St. Augustine, for  
Appellant.

**Judges:** SASSO, J. ORFINGER and GROSSHANS,  
JJ., concur.

**Opinion by:** SASSO

### Opinion

In this appeal, Jane Doe ("Appellant") seeks review of an order dismissing her petition for a judicial waiver under section 390.01114, Florida Statutes (2019), the "Parental Notice of Abortion Act." We affirm.

Appellant filed a petition for judicial waiver of parental notice of termination of pregnancy on the grounds that she is sufficiently mature to decide whether to terminate her pregnancy and that notifying her parent or guardian is not in her best interest. Following a hearing on Appellant's petition, at which she expressly declined court-appointed counsel, the court entered an order dismissing the petition. In doing so, the court discussed each of the factors delineated in section 390.01114(4)(c), explaining Appellant's testimony relevant to each factor. The court noted that Appellant presented as a credible witness but nonetheless concluded that Appellant had failed to meet her burden of demonstrating "sufficient maturity to justify [the lower court] waiving the notice to the parent."

Appellant filed a motion for rehearing, this time seeking appointment of counsel. [\*2] The court granted rehearing and appointed counsel. At the rehearing, the court took additional testimony from Appellant through direct examination conducted by her court-appointed counsel. The same day, the court issued an order denying the motion for rehearing. The court indicated that it had analyzed all of the information presented by Appellant and her reasons for seeking waiver. Even so, the court determined it was not presented with sufficient evidence to grant the relief requested.

We review a lower court's order dismissing a petition for judicial waiver of a parental notice requirement for an abuse of discretion. See § 390.01114(4)(b)2., Florida Statutes (2019) ("The reason for overturning a ruling on appeal must be based on abuse of discretion by the

court and may not be based on the weight of the evidence presented to the circuit court . . ."). The abuse of discretion standard is highly deferential, and its application honors the superior vantage point of the trial court in assessing the demeanor and credibility of witnesses. *See, e.g., Wilson v. State*, 191 So. 3d 537, 538 (Fla. 1st DCA 2016) (quoting *Stephens v. State*, 748 So. 2d 1028, 1034 (Fla. 1999)). Consequently, the order must be affirmed unless "no reasonable person would take the view adopted by the court." *Treloar v. Smith*, 791 So. 2d 1195, 1197 (Fla. 5th DCA 2001) (citing *Quince v. State*, 732 So. 2d 1059, 1062 (Fla. 1999)).

Section 390.01114 provides for judicial waiver of the parental [\*3] notice required by that section if the court finds (1) by clear and convincing evidence, that the minor is sufficiently mature to decide whether to terminate the pregnancy, (2) by a preponderance of the evidence, that the petitioner is the victim of child abuse or sexual abuse inflicted by one or both of her parents or her guardian, or (3) by clear and convincing evidence, that the notification of a parent or guardian is not in the best interest of the petitioner. § 390.01114(4)(c), (d), Fla. Stat. (2019); *see also In re Doe*, 113 So. 3d 882, 884-85 (Fla. 2d DCA 2012). The petitioner has the burden of proof. *In re Doe*, 973 So. 2d 548, 550 (Fla. 2d DCA 2008).

Here, Appellant did not allege abuse. As a result, the court conducted a thorough analysis of the remaining two grounds for judicial waiver: maturity and best interests. In doing so, the court articulated the testimony it considered when evaluating the requisite statutory criteria. And, as required by section 390.01114(4)(e), the court set forth its factual findings and legal conclusions supporting its decision to dismiss the petition, including factual findings and legal conclusions relating to Appellant's maturity. Upon careful review of the complete record, including the testimony presented, we find no abuse of discretion. Consequently, we affirm.

AFFIRMED.

ORFINGER and [\*4] GROSSHANS, JJ., concur.

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR ST. JOHNS COUNTY, FLORIDA

IN RE: THE MATTER OF:

JONATHAN KANTOR,  
Former Husband,

CASE NO.: DR09-1100  
DIVISION: 58

and

DEBORAH KANTOR,  
Former Wife.

**ORDER ON FORMER HUSBAND'S MOTION TO COMPEL INFORMATION  
SHARING; AND ORDER ON FORMER WIFE'S AMENDED MOTION FOR  
ATTORNEY'S FEES RE: FORMER HUSBAND'S MOTION  
TO COMPEL INFORMATION SHARING**

THIS CAUSE having come to be heard before the Court on April 11, 2019, upon Former Husband's Motion to Compel Information Sharing ("Motion to Compel") (Dkt. 542), and Former Wife's Amended Motion for Attorney's Fees re: Former Husband's Motion to Compel Information Sharing ("Motion for Fees") (Dkt. 550). The Court having considered the evidence of record, having analyzed the motions and responses, having heard argument of counsel, and being otherwise fully informed in the premises thereof, does hereby find as follows:

**I. PROCEDURAL POSTURE:**

1. The parties have two (2) children. *See* Mot. to Compel, ¶1. One of the children has reached the age of majority, while the other child is a minor who currently resides with Former Wife. *See id.*

2. On or about November 10, 2018, an Information was filed against Former Wife in St. Johns County, Florida wherein Former Wife was charged with domestic battery as to one (1) of the parties' children. *See* Mot. to Compel, ¶2.; *referring to State of Florida v. Deborah Kantor* (Case No.: 18002448MMMA, St. Johns County, Florida); *see also* Former Wife's Request to Take Judicial Notice (Dkt. 554), ¶1(b).<sup>1</sup>

<sup>1</sup> During the April 11, 2019 hearing, the Court granted Former Wife's Request to Take Judicial Notice of the docket and Information in accordance with Section 90.202, Fla. Stat.

3. The parties are currently the subject of a Consent Final Judgment of Dissolution of Marriage (“Consent Final Judgment”) and accompanying Parenting Plan (“Parenting Plan”) (Dkt. 65). The Parenting Plan states as follows:

[b]oth parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.

(Parenting Plan, ¶ 4(b)(i), p. 3 (Dkt. 65)).

## II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. This Court has jurisdiction over the parties and subject matter herein. During the hearing, Former Wife, through her counsel, argued that this Court does not have jurisdiction over the parties’ adult child. Former Wife’s counsel has cited *Hardman v. Koslowski*, 135 So. 3d 434, 436 (Fla. 1<sup>st</sup> DCA 2014) (internal citations omitted) (holding that a trial court retains continuing exclusive jurisdiction to modify its custody orders, including visitation privileges, only until such time as the minor children reach their majority. The exception for continuing jurisdiction under Sections 61.13(1) and 743.07(2), Fla. Stat. only apply to child support when the adult child has a mental or physical incapacity; there is no continuing jurisdiction for visitation). During the course of the hearing, it was stipulated by both Former Wife and Former Husband, through counsel, that this Court does not have jurisdiction over the adult child with respect to information sharing.

B. The issue before this Court is whether, under the facts at hand, a party (i.e., the Former Wife) may be compelled to provide information regarding her minor child when the Former Wife is the subject of a criminal proceeding.

C. Prior to the hearing, counsel for Former Husband made a good-faith effort to alleviate the need for the hearing at issue. Specifically, Former Husband’s counsel made a telephone call to Former Wife’s counsel. Subsequently, on April 1, 2019, Former Husband’s counsel emailed Former Wife’s counsel. *See* Former Husband’s Ex. 1 (Dkt. 558). The April 1<sup>st</sup> email communication expressly indicated that Former Husband’s counsel would not attempt to ask any questions should Former Wife invoke her Fifth Amendment right against self-incrimination. The alternative, as offered in the April 1<sup>st</sup> email, was that Former Wife would not choose to invoke her Fifth Amended right. In either scenario, counsel for Former Husband argued that there would

be no need for Former Wife to pursue her Motion for Fees. No response was offered by Former Wife's counsel to the foregoing good-faith efforts at resolution.

D. Former Wife's stance in her Motion for Fees is two-fold. First, Former Wife's position is that the Motion to Compel only pertains to the parties' adult child and as such there is no jurisdiction for the Court to rule on the matter. *See* Mot. for Fees, p. 1, ¶ 2. Second, Former Wife claims that insomuch as there is a pending criminal charge, Former Wife cannot be compelled to discuss the facts and circumstances of the alleged criminal activity. *See id.* at pp. 1-2, ¶ 3. Former Wife maintains that the foregoing issues render Former Husband's Motion to Compel frivolous. *See id.*

E. At the outset, the Court must determine whether Former Husband's Motion to Compel was seeking information regarding both of the parties' children or merely the adult child. Former Wife argued that on its face, Former Husband's Motion to Compel only sought information sharing as to the adult child. As further support for this claim, Former Wife, through her counsel, asserted that the criminal claims against Former Wife only pertained to the adult child. As such, Former Wife's position was that she should not be placed in a position of having to either invoke her Fifth Amendment privilege against self-incrimination or face violating this Court's Order.

F. Former Husband has maintained that the facts within the Motion to Compel are distinguishable from the precedent set forth in *Koslowski*, namely: the basis for Former Husband's Motion to Compel was also to ascertain information regarding the welfare of the parties' minor child who still resides with Former Wife. The Court has carefully weighed all of the record evidence presented and finds that the Motion to Compel was directed at information sharing as to the welfare of both children. On its face, the Motion to Compel states:

The parties have two children. One child has attained her majority but has been held herein to be a dependent adult child because of physical infirmities. The other child remains a minor presently in full-time residence with Former Wife. Under the terms of the [Consent Final Judgment] and [Parenting Plan] the parents are required to cooperate with each other in sharing information relating to the welfare of the children . . .

(Mot. to Compel, p. 1, ¶ 1).

\* \* \* \*

Former Husband is entitled to know and understand from Former Wife what has transpired and may be transpiring against his children.

(Mot. to Compel, p. 2, ¶ 6).

G. Having determined that the Motion to Compel pertains to the minor child's welfare, this Court must next balance this Court's obligation to conduct itself in the best interests of the minor child with Former Wife's constitutional privilege against self-incrimination. Both the Fifth Amendment to the United States Constitution<sup>2</sup> and Article I, Section 9, of the Florida Constitution<sup>3</sup> provide a constitutional right against self-incrimination. *See Myers v. State*, 211 So. 3d 962, 969 (Fla. 2017). Florida's right against self-incrimination is part of the Florida Constitution's Declaration of Rights, "a series of rights so basic that the framers of our Constitution accorded them a place of special privilege, and is, therefore fundamental." *Id.* at 970. Moreover, the Fifth Amendment privilege is available outside of criminal court proceedings and serves to protect persons in all settings in which their freedom of action is curtailed in any significant way from being compelled to incriminate themselves. *See id.* at 971.

H. This Court has no misgivings concerning the absolute sanctity of the Constitution of the United States, as well as the Florida Constitution. Should Former Wife seek to invoke her privilege against self-incrimination, this Court shall absolutely protect said right as a matter of law. Former Wife has argued that the Motion to Compel is seeking information pertaining to an ongoing criminal matter. As a result, Former Wife's position to the Court is that she is either going to be faced with invoking her constitutional right against self-incrimination or conversely she will be faced with a violation of this Court's Order. There was also the discussion during the hearing of whether Former Wife was fearing an adverse inference should she invoke her constitutional privilege. The Court is mindful of the adverse inference concern in the civil context. *See Baxter v. Palmigiano*, 425 U.S. 308, 318 (1976) (holding that the Fifth Amendment of the United States Constitution does not forbid adverse inferences against parties to civil actions when they refuse to testify in response to probative evidence offered against them). Any concern with an adverse inference scenario should be alleviated by the fact that this matter is not before a jury.

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<sup>2</sup> No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; *nor shall be compelled in any criminal case to be a witness against himself*, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation (emphasis added). USCS Const. Amend. 5

<sup>3</sup> No person shall be deprived of life, liberty or property without due process of law, or be twice put in jeopardy for the same offense, *or be compelled in any criminal matter to be a witness against oneself* (emphasis added). Fla. Const. Art. I, § 9.

I. With respect to the Court's obligation toward the minor child, Section 61.13, Fla. Stat. states that a "[d]etermination of the best interests of the child shall be made by evaluating all of the factors affecting the welfare and interests of the particular minor child and the circumstances of that family, including, but not limited to: . . . [e]vidence of domestic violence . . . ." § 61.13(3)(m), Fla. Stat. Given that there is at least the allegation of domestic violence in the criminal action, this Court finds that an inquiry into any allegations pertaining to or having an effect upon the parties' minor child is reasonable. Accordingly, this Court does not find that the Motion to Compel is without merit. The parties have an obligation to share information pertaining to the welfare of the minor child and Former Husband has a right pursuant to the Parenting Plan to inquire as to any issues that pertained directly to or having an effect upon the parties' minor child.

J. For the foregoing reasons, the Court will permit Former Husband to obtain information from Former Wife regarding the welfare of the parties' minor child. Any information sought by Former Husband is to be narrowly tailored toward issues that directly involve or have had a direct effect upon the parties' minor child. Nothing herein shall prevent the Former Wife from invoking her privilege against self-incrimination.

K. With respect to Former Wife's Motion for Fees, this Court does not find that fees are warranted under the facts at hand. This Court does not find that Former Husband's Motion to Compel is frivolous. Moreover, prior to the hearing, Former Husband's counsel expressly advised that he would respect Former Wife's right to invoke the Fifth Amendment and would not attempt to compel any violation of the right once asserted. *See* Former Husband's Ex. 1 (Dkt. 558). Former Wife has never actually invoked her right against self-incrimination. Instead, Former Wife is preemptively seeking to bar any questions before she is placed in a scenario wherein she may choose to invoke her right. Based upon all of the competent substantial evidence before this Court, the Court does not find that an award of attorneys' fees is appropriate.

Based upon the foregoing facts, it is hereby,

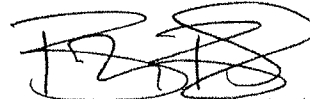
ORDERED AND ADJUDGED:

A. Former Husband's Motion to Compel Information Sharing is GRANTED. Any information sought by Former Husband is to be narrowly tailored toward issues that directly involve or have had a direct effect upon the parties' minor child. Nothing herein shall prevent the Former Wife from invoking her privilege against self-incrimination.



- B. Former Wife's Amended Motion for Attorney's Fees re: Former Husband's Motion to Compel Information Sharing is DENIED.
- C. Former Husband and Former Wife shall each bear his/her own attorneys' fees and costs.
- D. This Court specifically reserves jurisdiction to enforce this Order, and to enter further orders as may be equitable, appropriate and just.

DONE AND ORDERED in St. Augustine, St. Johns County, Florida on this 23<sup>rd</sup> day of April, 2019.



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Honorable Bryan Rendzio  
Circuit Court Judge

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IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT IN AND FOR  
ST. JOHNS COUNTY, FLORIDA

CASE NO.: DR13-0200  
DIVISION: 58

IN THE MATTER OF:  
CINDY L. DOTTAVIANO,  
PETITIONER  
AND  
MICHAEL A. DOTTAVIANO,  
RESPONDENT.

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**ORDER ON EXCEPTIONS TO THE FINDINGS AND  
RECOMMENDATIONS OF THE GENERAL MAGISTRATE**

THIS CAUSE came before the Court on July 22, 2019. The Court has jurisdiction over the parties and the matter. Present in Court were CINDY L. DOTTAVIANO, pro se, and MICHAEL A. DOTTAVIANO represented by David M. Merritt, Esq. The Court, having considering the evidence of record and reviewing the file, hearing argument of the parties and counsel and being otherwise fully informed on the premises thereof, hereby finds as follows:

**I. PROCEDURAL POSTURE:**

1. Former Husband filed a Supplemental Petition for Modification of Alimony (“Supplemental Petition”) on or about January 17, 2018 (Dkt. 339).
2. Former Wife filed a Motion for Temporary Relief seeking attorney’s fees on or about December 25, 2018 (Dkt. 424).
3. On or about January 2, 2019, Wife’s Motion for Temporary Relief was referred to the General Magistrate.
4. The General Magistrate held an evidentiary hearing on March 12, 2019.
5. On or about March 15, 2019, the General Magistrate issued her Report of Findings and Recommendations of the General Magistrate (“Report and Recommendations”) (Dkt. 461).
6. On or about March 21, 2019, Former Husband filed his Exceptions to Report of Findings and Recommendation of the General Magistrate (“Former Husband’s Exceptions”) (Dkt. 462).

7. On July 22, 2019, the Court held a full evidentiary hearing on Former Husband's exceptions. The Court also analyzed the complete transcript from the March 12, 2019 evidentiary hearing before the General Magistrate.

## II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. "A magistrate's findings are subject to being set aside by the trial court when they are clearly erroneous or the magistrate misconceived the legal effect of the evidence." *Cerase v. Dewhurst*, 935 So. 2d 575, 578 (Fla. 3d DCA 2006), accord *McNamara v. McNamara*, 988 So. 2d 1255, 1258 (Fla. 5th. DCA 2008).

B. If the trial court determines the Magistrate made an error, "[t]he trial court may make a factual determination without holding further hearings if there is sufficient evidence in the record to make findings of fact and law." *McNamara*, 988 So. 2d at 1258; citing *Woolfson v. Rose*, 448 So. 2d 1176, 1177-78 (Fla. 3d DCA 1984).

C. Former Husband has raised two (2) issues with the Report and Recommendations of the General Magistrate. First, Former Husband has claimed that the General Magistrate simply made a comparison of the parties' incomes when determining need and ability to pay. Former Husband has alleged that the General Magistrate failed to take into account the parties' current financial need, including the fact that Former Wife allegedly has a greater current income as opposed to her income at the time of the Court Order granting her alimony. See Former Husband's Exceptions, ¶¶ 5-6.

D. Former Husband's second issue with the Report and Recommendations concerns the fact that the General Magistrate took judicial notice of Former Husband's financial affidavit. See Former Husband's Exceptions, ¶ 7.

E. With respect to the first issue, the Court, after analyzing the entire hearing transcript before the General Magistrate, cannot find that the General Magistrate's findings are clearly erroneous or that the Magistrate misconceived the legal effect of the evidence. The Court does agree with Former Husband's argument that a Court may not award temporary fees based solely upon a comparison of the parties' incomes. See *Richards v. Weber*, 221 So. 3d 714 (Fla. 2d DCA 2017) (holding that "the trial court cannot award fees based *solely* on disparity of income"). However, while the General Magistrate did note the disparity in the parties' incomes, this Court is unable to find from the evidence presented that the General Magistrate utilized a disparity in incomes to render her decision. The Report and Recommendations identifies far more than a general analysis of disparate incomes. Within the Report and Recommendations, the General

Magistrate has submitted her findings of fact, which include detailed findings of the parties' incomes. The Magistrate did comment that Former Husband's gross income was "more than twice that of the Former Wife." Report and Recommendations, Section A(8), p. 4. However, based upon the totality of the evidence before this Court, it appears that the Magistrate was including this language to support a finding of Former Husband's ability to pay. The General Magistrate expressly mentioned Former Husband's ability to contribute toward Former Wife's attorneys' fees in the paragraph immediately following the discussion of Former Husband earning twice as much as Former Wife. *See id.* at Section A(9). The record evidence establishes the fact that the Magistrate analyzed the financial affidavits of the parties, as well as considered the testimony from parties pertaining to their financial needs and abilities. Regardless of the income and assets that Former Wife once had, she has presented evidence to the General Magistrate as to her present financial need. There is no evidence from which this Court can conclude that the Magistrate failed altogether to consider the proper evidence. There is nothing clearly erroneous about the General Magistrate's findings. Moreover, as evidenced by the legal citations within the Report and Recommendations, the Magistrate was knowledgeable of the dispositive Florida legal authority concerning the needs-and-ability analysis. *See id.* at A(6). There is nothing presented within the record evidence to suggest to this Court that the Magistrate misconceived the legal effect of the evidence. For the foregoing, reasons, the recommendations of the General Magistrate are approved as to this initial issue.

F. The next issue concerns the Magistrate's taking of judicial notice concerning Former Husband's financial affidavit. Under Florida law, the Court "may take judicial notice of the . . . matters, to the extent that they are not embraced within [Section 90.201, Fla. Stat.], [including] . . . [r]ecords of any court of this state or of any court of record of the United States or of any state, territory, or jurisdiction of the United States . . ." §90.202(6), Fla. Stat. Former Husband does not dispute that the General Magistrate had the authority to take judicial notice of the financial affidavit, which was a record within this action. Instead, Former Husband's argument is that the Magistrate improperly assisted Former Wife in meeting her burden of proof. Specifically, Former Husband alleges that he did not introduce his financial affidavit during the evidentiary hearing. Former Husband testified that he did not have the ability to pay. Former Husband claims that, absent some action by Former Wife to introduce Former Husband's financial affidavit, Former Husband's testimony should have been the only evidence of Former Husband's ability to pay temporary fees. The record evidence from the hearing confirms the fact that the

Former Wife did address and reference Former Husband's financial affidavits prior to the Magistrate stating that she would take judicial notice of the same. *See* Tr. of Proceedings, p. 21, ll. 13-25; p. 22, ll. 1-25 (Dkt. 495). Moreover, there was no objection on the record by Former Husband at the time that the General Magistrate took judicial notice of Former's Husband's financial affidavit. There is nothing clearly erroneous about the General Magistrate's findings. Furthermore, there is nothing presented within the record evidence to suggest to this Court that the Magistrate misconceived the legal effect of the evidence. For the foregoing, reasons, the recommendations of the General Magistrate are approved as to this issue.

G. The Court will next address the reasonableness of the estimated hours, as well as the reasonableness of the estimated hourly rate that Former Wife has presented through her Motion for Temporary Relief. *See, e.g.*, Former Wife's Mot. for Temporary Relief (Dkt. 424). Under Florida law, the party seeking temporary attorney's fees in a dissolution proceeding must prove the reasonableness and the necessity of the fee being requested. *See Baker v. Baker*, 35 So. 3d 76, 77 (Fla. 2d DCA 2010)(holding that "[a]lthough the trial court has broad discretion in making an award of temporary attorney's fees, the trial court must support the award with 'factual findings regarding the reasonableness of the hourly rates and the time expended'"). Florida law further holds that:

The court may from time to time, after considering the financial resources of both parties, order a party to pay a reasonable amount for attorney's fees, suit money, and the cost to the other party of maintaining or defending any proceeding under this chapter, including enforcement and modification proceedings and appeals . . . An application for attorney's fees, suit money, or costs, whether temporary or otherwise, shall not require corroborating expert testimony in order to support an award under this chapter.

(§ 61.16(1), Fla. Stat.)

H. Former Wife has asserted in her *pro se* Motion for Temporary Relief that she estimates that one hundred (100) hours of time at a rate of \$250.00/hour will be required to defend Husband's Supplemental Petition. *See* Former Wife's Mot. for Temporary Relief, ¶ 3 (Dkt. 424). As an initial point, the Court finds that Former Wife has properly raised her claim through her Motion for Temporary Relief. The Court further finds that the hourly rate of \$250.00/hour is reasonable. The Court does not find that the estimated hours (i.e., 100 hours is reasonable inasmuch as part of Former Wife's claim is that a portion of this time is for travel and lodging). Former Wife fails to allege any facts to support the necessity of having counsel travel and stay

overnight for hearings in this matter. There is neither an allegation as to where the proposed law firm is based nor any allegation as to why a law firm within the Northeast Florida vicinity could not be selected to represent Former Wife. Without these facts, the Court is unable to determine that there is a justifiable need for travel and lodging costs to be included in any temporary attorney's fees award. The Court finds that seventy (75) hours is a reasonable amount of time for this matter given the nature and complexity of the claims. The Court, sitting as a Court of equity, further finds that it would be equitable to reduce the attorney's fees by \$10,000.00. Based upon the record evidence, Former Wife received in excess of \$40,000.00 from the proceeds of the sale of the marital residence. Former Wife utilized some of the funds for unspecified cosmetic surgery. There was also evidence, which was not refuted, that Former Wife voluntarily gave the parties' adult son \$10,000.00.

Based upon the competent, substantial evidence presented before the Court, it is hereby,  
ORDERED AND ADJUDGED:

1. The findings and recommendations of the General Magistrate are approved.
2. Former Wife shall be entitled to receive a total of \$8,750.00 as temporary attorney's fees, which are to be applied toward future legal representation for Former Wife's defense of Former Husband's Supplemental Petition for Modification of Alimony, as well as toward Former Wife's litigation of her Petition for Modification of Alimony. The funds shall be paid directly to Former Wife's counsel once said counsel files a notice of appearance and submits legal bills evidencing amounts owed by Former Wife.
3. The court retains jurisdiction over this matter.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 22 DAY OF August, 2019.

  
8/22/2019 9:58 AM DR13-0200  
e-Signed 8/22/2019 9:58 AM DR13-0200

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BRYAN RENDZIO, CIRCUIT JUDGE

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IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
ST. JOHNS COUNTY, FLORIDA

CASE NO.: DR19-0038  
DIVISION: 58

IN RE THE MARRIAGE OF:  
TODD ARTHUR OJALA,

Husband/Petitioner,  
and

CHRISTINE ELIZABETH  
OJALA,

Wife/Respondent.

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**ORDER ON HUSBAND’S MOTION FOR TEMPORARY RELOCATION**

THIS CAUSE came to be heard before the Court on August 23, 2019, August 27, 2019 and August 29, 2019 upon the Husband’s Motion for Temporary Relocation (“Motion”) (Dkt. 99). Husband was present and was represented by Carol A. Caldwell, Esq. Wife was present and was represented by Sung H. Lee, Esq. The Court having heard the argument of counsel, having carefully considered the testimony of the witnesses, having analyzed the evidence, having analyzed the pleadings and file and being otherwise fully informed in the premises, does hereby find as follows:

**I. PROCEDURAL POSTURE:**

1. On January 9, 2019, Husband filed his Petition for Dissolution of Marriage (Dkt. 2).
2. On January 31, 2019, Wife filed her pro se Answer to Petition for Dissolution of Marriage (Dkt. 32).
3. On July 17, 2019, Husband filed his Amended Petition for Dissolution of Marriage (hereinafter “Petition”) (Dkt. 97).
4. On July 18, 2019, Husband filed his Motion for Temporary Relocation (Dkt. 99).
5. On August 1, 2019, Wife filed her Answer to Husband’s Amended Petition for Dissolution of Marriage, Verified Objection to Husband’s Petition for Relocation with Minor Child and Counter-Petition for Dissolution of Marriage (“Objection”) (Dkt. 114).



6. On August 15, 2019, Husband filed his Answer to Wife’s Counter-Petition for Dissolution of Marriage (Dkt. 123).

7. The Court conducted an evidentiary hearing in this matter on August 23, 2019, August 27, 2019 and August 29, 2019. At the conclusion of Husband’s case-in-chief, Wife, by and through her counsel, made an *ore tenus* motion for involuntary dismissal based upon the argument that Husband had failed to meet his burden of proof through a preponderance of the evidence.<sup>1</sup> In the abundance of caution, the Court denied the motion for involuntary dismissal and proceeded with additional witness testimony and evidence. Wife, through her counsel, renewed her motion for involuntary dismissal at the conclusion of Wife’s case, prior to Husband offering any rebuttal testimony. The Court denied the motion for involuntary dismissal and conducted a full evidentiary hearing in this matter.

**II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

- A. The Court has jurisdiction over the parties and the subject matter.
- B. The parties have one (1) minor child in common (E.C.O.; DOB: 05/29/2006).
- C. Husband has filed his Motion seeking to temporarily relocate with the parties’ minor child to 410B Shorewood Drive, International Falls, Minnesota. *See* Husband’s Am. Pet. for Dissolution of Marriage, Count II, ¶ 14 (Dkt. 97); *see also* Mot., ¶ 1 (Dkt. 99).
- D. Wife has objected to the Motion citing to the fact that she does not believe that it would be in child’s best interest to permit the temporary relocation. *See* Wife’s Objection, Count II, ¶¶ 1-14 (Dkt. 114).
- E. Husband has alleged, *inter alia*, that the proposed relocation is for the following reasons: (1) the parties are originally from St. Paul, Minnesota and relocated to St. Augustine, Florida in 2018 to facilitate improved mental health for the Wife; (2) Wife met a paramour while in Florida with whom she became pregnant and with whom she intends to marry; (3) Wife attempted to manipulate the Husband into moving out of the parties’ marital home so that Wife

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<sup>1</sup> Wife made an *ore tenus* motion for directed verdict. The Court treated the motion for directed verdict as if it were a motion for involuntary dismissal pursuant to Rule 12.420(b), Fla. Fam. L. R. P. *See Tillman v. Baskin*, 260 So. 2d 509, 510 (Fla. 1972)(holding that in a non-jury trial a Rule 1.420(b), Fla. R. Civ. P. motion for involuntary dismissal is the proper method by which a defendant may obtain a verdict in his or her favor following the presentation of plaintiff’s case); *see also* Rule 12.420(b), Fla. Fam. L. R. P., which holds that “[a]fter a party seeking affirmative relief in an action has completed the presentation of evidence, any other party may move for a dismissal on the ground that on the facts and the law the party seeking affirmative relief has shown no right to relief, without waiving the right to offer evidence if the motion is not granted . . .”

and the paramour could reside in the marital home with the parties' child; (4) Wife was experiencing impulsive behavior and a lack of stability; (5) Wife's parents hold the mortgage on the parties' marital home and the parties are unable to afford the mortgage due to Wife not contributing and Husband losing the employment he had in St. Augustine; (6) the employment market for Husband's skill set is much more promising in Minnesota than in Florida; (7) Husband has been offered an employment position in International Falls, Minnesota; (8) Husband is from International Falls, Minnesota and has no support system in Florida; (9) the Husband and minor child have spent several weeks in International Falls in June and July of 2019 and they are comfortable residing there; (10) the child is currently in private school and would attend public school in Minnesota in a small community with opportunities including advanced courses at a community college; (11) Husband and the minor child enjoy winter sports and camping; and (12) the relocation would permit the family to recover financially. *See* Husband's Am. Pet. for Dissolution of Marriage, Count II, ¶ 18(A)-(J) (Dkt. 97); *see also* Husband's Notice of Filing Written Employment Offer Pursuant to F.S. § 61.13001(3)(a)5 (Dkt. 107).

F. Wife has objected to the relocation arguing, *inter alia*, that: (1) Wife has historically served the role of primary caregiver for the parties' child while the Husband was historically the primary income provider; (2) the child is currently in a private school and is engaged within his Church community; (3) Husband's employment opportunity in International Falls, Minnesota is far beneath Husband's historical income and is solely to punish Wife by relocating to a remote part of the nation; (4) International Falls, Minnesota has an average of one hundred-and-nine (109) days per year with a high temperature below thirty-two (32) degrees Fahrenheit; (5) the total population of International Falls is 6,424 according to the 2010 census with little job opportunities and less academic, medical, religious and social opportunities than St. Augustine, Florida; (6) Wife is concerned that her relationship with her son will deteriorate if Husband relocates with the parties' child; (7) there would be extensive travel time for the minor child during the times that Wife would be exercising her long-distance timesharing; (8) there would be extensive costs to the parties to effectuate the timesharing; (9) Husband and Wife have never lived in International Falls; (10) the minor child has established academic, medical, religious and social providers in St. Augustine, Florida. *See* Wife's Objection, Count II, ¶¶ 1-14(Dkt. 114).

G. The Court heard testimony from the Husband, the Wife, Ladd Ojala (Husband's brother) and Christy L. Monaghan, Ph.D. (the psychologist ordered to evaluate Wife). The Court

also took judicial notice of previous orders of the Court in addition to analyzing and evaluating all of the evidence presented.

H. The Court previously ordered that a psychological evaluation be conducted on Wife by a psychologist with experience in Traumatic Brain Injury (“TBI”). *See* Order on Wife’s Emergency Motion for Temporary Majority Timesharing, Temporary Exclusive Use and Possession of the Marital Home for Minor Child, And Other Relief, p. 2, ¶ 2 (Dkt. 82). The Court further ordered that the psychologist “conduct a full psychological evaluation of the Wife and . . . address issues related to parental fitness and timesharing to the extent the evaluation permits.” *Id.* at ¶ 3. Dr. Monaghan conducted this evaluation of the Wife.

I. The Court has analyzed Dr. Monaghan’s “Report of Psychological Evaluation” (Dkt. 125), as well as the July 2019 “Addendum to Christine Ojala Report of Psychological Evaluation” (Dkt. 126). The Court initially had concerns regarding claims by the Husband that the Wife was expressing erratic or irrational behavior. It was for this reason that the Court ordered the independent evaluation of the Wife by a qualified professional. The Court initially ordered that Dr. Sherry Risch conduct the evaluation. However, Dr. Risch abruptly retired and was unable to testify or otherwise provide any guidance to this Court. It was for this reason that the Court ordered another evaluation of the Wife to ensure that the Court was addressing the best interest of the parties’ minor child, and not placing him in a harmful situation.

J. Dr. Monaghan conducted a mental status examination of Wife. Dr. Monaghan opined that Wife displayed high levels of energy but that there was no indication of manic or hypomanic behavior. *See* Report of Psychological Evaluation, p. 5 (Dkt. 125). Dr. Monaghan further opined that there was no indication of “psychosis or other thought disorder.” *Id.* Dr. Monaghan also performed the Minnesota Multiphasic Personality Inventory (“MMPI”) on the Wife. Dr. Monaghan testified during the hearing as to this testing. All of the validity scales were within normal limits even though one of the scales “approached significance.” *Id.* Dr. Monaghan opined that “[b]ased upon the results of this psychological evaluation, there are no findings of individual psychological problems currently that would inherently interfere with Ms. Ojala’s capacity to parent the minor child. She has functioned as the primary caregiver for much of the child’s life. Results indicate that Ms. Ojala has the psychological capacity to be emotionally available to the child. There is no evidence of neuropsychological deficits subsequent to [her] injuries that would impact her emotional and psychological wellbeing . . . .” Report of

Psychological Evaluation, p. 6 (Dkt. 125). Notably, Dr. Monaghan recommended that family-involved therapeutic intervention be conducted to “maximize effective co-parenting in order to navigate the divorce process for the benefit of all parties.” *Id.*

K. As part of the Court’s analysis in this matter, the Court also considered the report and opinions of Rebecca V. Fisher, PsyD (minor son’s counselor). Dr. Fisher saw the parties’ minor child (E.C.O.) on no less than thirteen (13) occasions to address the minor child’s suicidal statements and his adjustment disorder/anxiety/depression. *See* Client Treatment Summary, p. 1 (Dkt. 85). Dr. Fisher noted that the child’s symptoms included anxiousness, stress, depressed or sad mood, suicidal statements and hopelessness. *See id.* Dr. Fisher indicated that the symptoms reportedly began after his move to Florida and as a result of the “problems between his parents and ultimate separation of his family.” *Id.* Dr. Fisher also documented the fact that “[h]istorically, [E.C.O.] has a history of mental health treatment for suicidal statements and Adjustment Disorder in 2016/2017 prior to his move to Florida and prior to the current situational stressors.” *Id.*

L. Dr. Fisher’s prognosis of the parties’ minor child is “considered good.” *See* Client Treatment Summary, p. 2. Dr. Fisher stated that the minor child “consistently comes to therapy, engages in discussions, and has the support and encouragement of his mother and father.” *Id.* Dr. Fisher further stated that the parties’ minor child “feels comfortable in therapy and has experienced periods of decreased ideation and increased mood since the first session.” *Id.* Dr. Fisher went on to suggest her future recommendations, which included, *inter alia*, that: (1) the parents monitor the child’s mood and suicidal ideations or statements; (2) the child may continue to benefit from therapy; and (3) the parents engage in mediation/counseling to work on their co-parenting relationship outside of marriage. *See id.* at pp. 2-3.

M. Husband testified in support of his proposed relocation. Husband testified that the parties were originally from Minnesota and were not from Florida. Husband stated that the minor child had not lived in Florida prior to last year. Husband testified that Wife demanded that the parties move to Florida or somewhere else warm to enhance her physical and mental health. Husband’s position was that he reluctantly moved to keep the marriage intact. Husband was employed in the IT technology industry. Husband was laid off from his employment in Minnesota prior to moving to Florida. He was receiving an employment severance and then unemployment benefits from the State of Minnesota. Husband testified that Wife took a previous trip to Cuba with the parties’ child. Husband was not on the Cuba trip. Husband testified that he was initially

concerned with Wife's paramour (Charlie Reed) being around the parties' son (after the separation). Husband specifically stated that his concern with Mr. Reed was that Husband did not know Mr. Reed's background and Mr. Reed was on one occasion performing an energy healing on the child by placing his hand on the child's chest. Husband testified that the Wife missed timesharing with the parties' child because Wife went to Destin, Florida with Mr. Reed.

N. Husband further testified that the parties' child suffered from anxiety before the parties moved to Florida. The minor child attended several different schools in Minnesota. Husband admitted during his testimony that he informed the parties' minor child that Wife was pregnant with Mr. Reed's child. Husband further stated during the hearing that he believed his action of advising the child was acceptable. Husband testified that he acquired a job in Florida after the parties moved wherein Husband was working in programming and quality control. Husband's employment ended after the three (3) month trial period. Husband stated that he has looked for other employment in Florida and that he looked for employment in International Falls, Minnesota while visiting there.

O. Husband testified that the parties are in an extreme financial emergency inasmuch as Husband is currently working as a dishwasher and the marital home is being foreclosed. Wife's parents hold the mortgage on the marital home. Husband testified that the move to International Falls would permit the family to regain some economic stability.

P. Husband provided extensive testimony as to the proposed relocation city (International Falls, Minnesota). Husband also submitted a packet, which he created, entitled "Relocation to International Falls and Parenting Plan" ("Relocation Plan") (Dkt. 131). The Relocation Plan provided the Court with information regarding Husband's employment offer in International Falls, information concerning the city and surrounding areas, medical/school/religious information, information regarding the proposed relocation residence (paternal grandmother's residence), cultural activities, photographs of the parties' minor child in the area, as well as a post-relocation parenting plan. Husband's proposed plan is for the Husband and minor child to live with the paternal grandmother until Husband is able to purchase a home.

Q. Husband testified that since January of 2019, Husband has been the primary caregiver. This was as a result of the prior Court Order awarding Husband temporary timesharing. Husband testified that he was the primary wage earner during the parties' marriage but that he was involved with the child when he was home. Husband also testified that both parties cooked

equally. Husband testified that Wife was more assertive with having the child do summer homework while the Husband was more passive and wanted the child to become more self-motivated. Husband stated that Husband and the child go to mass once per week and that Husband has looked into an appropriate church in International Falls.

R. Husband testified as to his proposed timesharing plan if the Court were to permit the relocation. This plan was located within the Relocation Plan (Dkt. 131). Husband also submitted child support guidelines for the Court should the Court grant the relocation. Husband testified that Wife has not contributed toward any child support for the parties' child. Husband further indicated to the Court that there would be a better housing situation in Minnesota insomuch as Husband and the child would have a stable residence as opposed to the current residence which is in foreclosure. Husband expressly stated to the Court that he has no concerns with Wife having unsupervised timesharing should the Court permit relocation. In summation, the primary reasons offered by Husband to support the relocation were Husband's job offer and stable housing.

S. On cross-examination, Husband admitted that Wife was the primary caregiver prior to January 2019. Husband admitted that he allowed Wife to take international trips with the child while Husband was not present, and that Husband had no concerns with Wife adequately taking care of the child. Husband testified that the last mortgage payment that he made was in March 2019. However, Husband also testified that Wife's parents would not accept a partial payment. With respect to employment, Husband did not dispute the fact that he could work remotely within his IT profession. Husband testified that he was able to find his initial job in St. Augustine without much job-search effort. Husband indicated to the Court that he has used the services of a recruiter and that he has not received an employment offer to date. However, Husband also testified that he has only utilized the services of one (1) recruiter despite the ability to utilize multiple recruiters for employment search. Husband testified that he has a master's degree. Husband admitted that Wife agreed to relocate to Chicago with Husband so that he could complete schooling toward a PhD. There was also testimony that Husband refused to relocate to Washington D.C. for Wife to attend school. Husband explained that he did not want to leave his networking in Minnesota, which is why he was not willing to relocate to D.C. for Wife's educational opportunity.

T. Husband testified that he likes the Cathedral Basilica of St. Augustine and that he and the child were baptized there. Husband also testified on cross-examination that after graduating from high school Husband has never resided in International Falls. Husband has never

worked in International Falls. The parties resided in the Minneapolis-St. Paul area during the last time that they lived in Minnesota (greater than 5 hours from International Falls).

U. Husband admitted that the distance from St. Augustine to International Falls is greater than 1,700 miles. Moreover, Husband admitted that the proposed airport (Minneapolis - St. Paul International Airport) for air travel during timesharing was greater than five (5) hours driving distance from International Falls. Husband testified that he was not willing to move to International Falls if it meant leaving the child in St. Augustine. He stated that the relocation would provide a more stable environment and that the new location would provide Husband with a better opportunity to meet the child's academic needs. There was also testimony that the child has had all grades above a ninety percent (90%) at his current private school in St. Augustine.

V. Husband admitted that the child has never resided in International Falls. Husband provided testimony regarding family ties to International Falls. However, Husband further stated that his mother was the only person who primarily resided in International Falls. Husband's brother (Ladd Ojala) has a cabin in International Falls but does not reside there as his primary residence. Husband testified that the population in International Falls is approximately 6,000 residents.

W. Husband testified as to his anticipated work hours, as well as the fact that the minor child would be attending public school in International Falls. Husband stated that there was no private Catholic school option for the child in International Falls. Husband testified that he believed the child would thrive in public school. When asked about why he believed it was in the best interest of the child to separate the child from the Wife by a distance of 1,733 miles Husband responded that it would be better if Wife moved back to Minnesota. Husband admitted that the relationship between the Wife and the parties' child would be better if there was no geographical distance. There was testimony that the Wife was the primary caregiver and that the child was not a "latchkey" child. Husband testified on cross-examination that the Wife was the person who suggested and enrolled the child in cross country running to expand upon his extracurricular activities. When asked about the child's friends in International Falls, Husband testified that the child has two (2) friends – both of whom are adults (a 60 year old author and another person who is approximately 60 years old).

X. The issue of counseling was addressed with Husband on cross-examination. Husband testified that if the child needs counseling, Husband will get him into counseling in

International Falls. There was testimony that Wife was the party who wanted the child to begin counseling, not the Husband. As of the date of his initial testimony, Husband had not researched any counselors in Minnesota. Husband further testified that he did not regret informing the parties' child that Wife was pregnant with Mr. Reed's child. Husband did not deny that he had an affair on Wife approximately ten (10) years ago. Husband testified that he did not tell the parties' child about the affair, and that he did not equate this to the same situation wherein Husband felt that it was acceptable to advise the child of Wife's pregnancy.

Y. Husband testified on cross-examination as to the logistics of long-distance timesharing. During his initial testimony, Husband admitted that he had not looked up the International Falls school calendar when formulating his long-distance parenting plan. Husband testified again that the ideal situation would be for the Wife to travel to Minnesota to visit the parties' child. During the initial testimony, Husband had no actual knowledge as to Delta Airlines' unaccompanied minor program. Husband admitted that he had no idea whether the child could even use the unaccompanied minor program. Moreover, the testimony was that the child would have to travel at least five (5) hours to and from International Falls to reach the Minneapolis-St. Paul International Airport. Thus, the Husband and child would have to leave their residence with enough time to check in for a flight and travel at least five (5) hours. Based upon the overall driving distance to the airport and flight time (including arrival and check-in), it was estimated that the child would be traveling for at least ten (10) hours to arrive to Wife's residence in Florida. This would be the same for the return trip. Husband testified that he would be getting assistance from the paternal grandmother with regard to taking the child to and from school. Husband testified that the other option was that the child may ride the school bus.

Z. On re-direct examination, Husband testified that he was initially trying to maintain stability for the child and that he wanted to keep the marital home and family dog for the child. Husband further stated that he wanted to sell the marital home once the parties were unable to pay the mortgage but that the Wife refused to agree to sell the residence. There was also discussion of the fact that the minor child had never travelled on an airplane by himself. Husband testified that he believed the child should have some independence to overcome this anxiety.

AA. The Court heard testimony from Husband's brother (Ladd Ojala). He testified that he visits International Falls every other weekend. Ladd Ojala described the community as having good values and being an overall good community. He further testified that he did not observe a



difference in parenting styles between Husband and Wife. Ladd Ojala stated that both Husband and Wife were very patient. On cross-examination, Ladd Ojala admitted that he has never visited the parties in Florida. He further stated that he resides in Minneapolis and not in International Falls because he travels for work. Ladd Ojala admitted that he has never had a great relationship with Wife. He also testified that the paternal grandmother is 79 years old.

BB. On August 27, 2019, Husband testified again. During this round of testimony, Husband provided more details regarding school calendars and flight information (including the unaccompanied minor program and fees). On cross-examination, Husband admitted that he would have to leave at least six (6) hours before any flight in order to make the drive from International Falls to the Minneapolis-St. Paul International Airport. This assumes that there are no traffic or weather concerns. Husband also testified that the proposed timesharing schedule would have the minor child missing school at least one (1) day a month each time the child travels. This would include Valentine's Day (February 14, 2020). The testimony was that the child would have to get up around 3:00 in the morning in order for Husband and the child to make the trip. With 109 average days of weather below freezing, a significant portion of this travel will likely include travel through severe weather conditions. In addition to the child missing school, the Husband testified that he will miss work on some of the timesharing days so that he can drive the child to the airport. When asked whether this was a demanding travel schedule, Husband responded that it can be somewhat demanding, but he has done it. In addition, Husband admitted that while he has offered Wife timesharing for the child's spring break, International Falls' school schedule only has one (1) day of Spring Break. Husband testified that he intended to make up that time by giving Wife more timesharing during the summer.

CC. Dr. Monaghan testified before the Court as well. Dr. Monaghan stated that she has been an expert hundreds of times before the Court. Dr. Monaghan testified that her report and addendum (referenced above in this Order), is correct and does not require any modifications. Dr. Monaghan confirmed for the Court that Wife is not manifesting any signs of TBI and that Wife has displayed no mental health issues that would prevent her from exercising timesharing. Dr. Monaghan further testified that Husband indicated to Dr. Monaghan that her report was biased against Husband. Husband believed that Wife had deceived Dr. Monaghan. Dr. Monaghan confirmed that her testing was objective. Husband had concerns that Dr. Monaghan was submitting her report before she had any collateral information from Husband. Dr. Monaghan, when

questioned about her use of an addendum after meeting with Husband, stated that the addendum was the appropriate procedure. In summation of her testimony, Dr. Monaghan advised the Court that her “Report of Psychological Evaluation” was a fair and accurate report.

DD. The Court also heard testimony from Wife. Wife testified that the relocation was not in the best interest of the child. Wife stated that she believed that the child has a right to see both of his parents on a regular basis (on a weekly basis). Wife further testified that she wants to restore the bond with the child given that she only had her first overnight visit with the child on August 28, 2019. Wife testified that prior to August 28<sup>th</sup>, she had not had an overnight with the child for approximately eight (8) months. Wife testified about the events during the overnight stay on August 28<sup>th</sup>. Specifically, Wife advised the Court that she made the child dinner, that the child studied for a science quiz, that Wife and the parties’ child went for a walk and that the child was in bed by 9:00 p.m. to rest for school.

EE. Wife testified that she has been the child’s primary caregiver for most of the child’s life. Wife testified that Husband was the “income provider.” As part of her role as the caregiver, Wife stated that she routinely woke the child for school, got the child ready for school, and made breakfast for the child. Wife testified that Husband did not historically undertake this role. Wife went on to testify regarding Husband’s proposal for Wife to relocate to Minnesota or alternatively to visit the child in Minnesota. When asked whether she wanted to move back to Minnesota, Wife responded “no.” Wife further testified that she did not want to exercise her timesharing in Minnesota.

FF. Wife testified that the parties had agreed to live in Florida for at least three (3) years to give the minor child stability. Wife advised the Court that the parties had a plan when they decided to move to St. Augustine. According to Wife, the parties were interested in the cultural aspects of the Northeast Florida region (i.e., arts, history, and sailing opportunities). Wife testified that the parties communicated the potential move to Florida with the child approximately a year and a half before actually moving.

GG. When asked whether she gave Husband an ultimatum that she would divorce him if he did not agree to move to Florida, Wife provided a seemingly candid answer. Wife testified that she did not recall stating that, but she admitted to the Court that she might have said this to Husband. Wife testified that the decision to move to Florida was discussed by Wife for a long period. Wife did want to move to a warmer climate. Wife stated that Husband voluntarily agreed

to move to Florida. The parties looked at moving to Savannah and Charleston and ultimately decided on St. Augustine. Wife also testified that the timing of 2018 was important for the parties insomuch as the child would be in grades 6-8. Wife stated that the parties wanted stability for the child during these teenage, formative years.

HH. Wife testified that the parties chose to place the child in Cathedral Parrish School because it was a smaller educational environment. According to Wife, it was a joint decision by the parties to join the Catholic Church. Wife testified that the child has at least two (2) friends in his school. When asked whether Husband has fostered the child's religion, Wife complimented Husband by stating that he had done so during the time that Wife has not had unsupervised contact with the child.

II. There were questions regarding the costs of the private school insomuch as neither parent currently has the financial means to pay the costs. Wife testified that her parents were paying for the school and that she had first-hand knowledge that the parents would continue to pay the costs. Wife testified that the parties only have one (1) car. When the parties first moved to St. Augustine, Wife would walk and bike with the child to school. Wife stated that the parties enjoyed the European lifestyle of walking and biking as opposed to using automobiles for all forms of transportation.

JJ. Wife testified that the child has established medical care providers in St. Augustine. Wife stated that she established a pediatrician and an orthodontist for the parties' child. The minor child is also thriving with a local piano instructor. Wife provided a complimentary statement about Husband by admitting to the Court that Husband has been supportive of the child's piano instruction. Wife has also fostered the child's extracurricular activities. Wife testified that when the child decided that he did not want to participate on swim team, Wife said that she would swim with him to help foster this activity. Wife testified that she believed that it was in the child's best interest to have both parents in the same geographic location to foster emotional support for the child. Wife stated that she wanted cohesion for the child.

KK. Wife testified that when the parties' house in Minnesota sold, the parties chose to live with Wife's parents in St. Paul as opposed to living with Husband's mother in International Falls. Wife testified that when the parties first arrived in Florida, Wife helped Husband search for remote-based employment. Wife testified that Husband is a hard-worker and that he has great potential in his field. Wife also stated that Husband has a history of not maintaining employment

for a long period of time.

LL. Wife testified as to her concerns regarding the drive from International Falls to Minneapolis during winter weather. Wife stated that a portion of the drive has smaller roads and that the drive can be treacherous during winter storms. When asked about the local logistics of Husband's proposed timesharing, Wife testified that it would take approximately ninety (90) minutes between Jacksonville International Airport and her residence when accounting for the drive and parking. Wife testified that she believed Husband's proposed long-distance timesharing was deficient and damaging to the parties' minor child. Wife expressed concern over the fact that the child had never travelled alone on a flight. Wife noted the child's anxiety and also advised the Court that the child had an opportunity to fly by himself over the summer of 2019 but declined because he was not ready. Wife also testified that during the child's summer trip to Minnesota with Husband, Husband did not foster communication with the Wife.

MM. Wife testified that she believed that it was in the child's best interest to continue counseling with Dr. Fisher. Wife stated that she wanted consistency with the child remaining in his current school and continuing his counseling. Wife advised the Court that the parties need to put their issues aside and place the child's needs first. There was also some testimony that the Husband had an alcohol issue. However, there was nothing to corroborate this allegation. Husband testified that he did not have an alcohol issue.

NN. There was testimony, which was not refuted, that Husband had been advised by a professional that he may be suffering from Post-Traumatic Stress Disorder (PTSD) from early life trauma. Wife testified that this was one of the reasons why she stayed with Husband after learning that Husband had an affair ten (10) years ago. Wife stated that she stayed with Husband to keep her family together. Wife also testified that Husband buried ammunition in the backyard of the parties' Minnesota residence as some form of a survivalist activity.

OO. On cross-examination, Wife testified that the minor child has been to at least five (5) different schools since starting his education. The child has moved every couple of years. There was also testimony that Wife attended the child's recent open house at school and that Husband did not attend. However, it was not refuted that Husband was watching the child during the open house. When asked whether Wife agreed that the family was in a financial crisis, Wife denied the same. Wife testified that there were no immediate actions that were required inasmuch as Wife's family was helping to support the needs of the child.

PP. Wife was questioned as to whether she had been paying temporary child support during the time that Husband was exercising majority timesharing of the parties' child. Wife stated that she was not paying child support. Wife testified that she was not aware that Husband was asking for any child support. It was also addressed that there is no Court Order requiring Wife to pay child support. Wife admitted that the parties would vacation in International Falls and that the parties' minor child would engage in cross-country skiing while there. Wife also re-addressed her concern that she was not getting daily contact with the child while Husband and the child were in Minnesota during the summer. On re-direct, Wife stated that she was concerned that Husband would not work to foster communications between the child and Wife if relocation were permitted.

QQ. During his rebuttal, Husband testified that he encouraged the child to call Wife during the summer trip to International Falls. However, Husband stated that he did not force the child to call Wife. Husband further admitted that he did not follow up to be sure that the child actually called Wife. As concerns the claim of burying ammunition, Husband testified that he did have a "hobby" of being a survivalist. Husband denied burying ammunition in the backyard of the Minnesota residence. Husband stated that he stored approximately seven hundred (700) rounds of ammunition in plastic containers. Husband also stated that he had less idiosyncrasies than Charlie Reed (Wife's paramour). Husband testified that he did not believe that his timesharing plan was damaging to the parties' child. There was testimony regarding alcohol use but Husband denied any alcohol abuse issues.

RR. This Court's primary focus in this matter is the best interest of the parties' minor child. As part of this consideration, the Court considered the mental health of the Wife, as well as the Husband's initial allegations of concern with Wife's paramour (Charlie Reed) being around the parties' child. During the course of the hearings in this matter, the Court heard no evidence from the Husband regarding any safety concern with the child spending time with the Wife or Mr. Reed. At best, Husband testified as to his apprehension with the parties' minor child spending time with a new person in Wife's life. However, beyond what would seem to be a typical concern in any dissolution proceeding involving children, this Court heard nothing that remotely came close to rising to the level of concern over the health, safety or welfare of the child. In fact, Husband testified that he spent time with Mr. Reed working on a sailboat. Husband voluntarily permitted Mr. Reed to be in the family's presence prior to Husband learning of the relationship that Wife had initiated with Mr. Reed. Furthermore, Husband testified that he had no concerns with Wife

exercising unsupervised timesharing with the parties' child. There was also testimony of trips that Wife had taken with the child overseas wherein the Husband was not present.

SS. Under Florida law, the Court is required to examine evidence and weigh the same factors that are pertinent to a final relocation decision when in making a temporary relocation decision. *See Wraight v. Wraight*, 71 So. 3d 139 (Fla. 5<sup>th</sup> DCA 2011); *citing* § 61.13001, Fla. Stat. The Court has carefully considered all of the factors as required by Section 61.13001(7), Fla. Stat. as follows:

**(a) The nature, quality, extent of involvement, and duration of the child's relationship with the parent or other person proposing to relocate with the child and with the nonrelocating parent, other persons, siblings, half-siblings, and other significant persons in the child's life.** Based upon the evidence presented, the Court finds that both parents have a strong bond with the minor child. Wife was the primary caregiver

for the child for the majority of the child's life. Husband has been the primary caregiver since the time that he was granted temporary majority timesharing by this Court. Both parties have had significant involvement with the child. The child does not have any siblings. The Court finds that this factor weighs equally between the parties.

**(b) The age and developmental stage of the child, the needs of the child, and the likely impact the relocation will have on the child's physical, educational, and emotional development, taking into consideration any special needs of the child.** The minor child is thirteen (13) years old. The Court was presented with evidence that the child has anxiety. The child is currently in private school in St. Johns County. The

evidence presented was that both parties made the decision to place the child in private school to better address the child's needs. Husband presented evidence that the child would be placed into public school in International Falls. Husband's position was that the child would thrive in public school given the smaller community. Husband's position was essentially that the child could overcome any issues through learning to be independent. The Court, however, was presented with testimony that the child had been placed in numerous schools throughout the parties' residence in Minnesota. The Court heard nothing from any experts to suggest that the child had overcome his anxiety and that placing the child back into a public school would be in the best interest of the child. Dr. Fisher recommended that the child continue counseling. Husband had no plan for continued counseling in Minnesota. The Court believes that the child should continue counseling with Dr. Fisher. This factor favors Wife.

**(c) The feasibility of preserving the relationship between the nonrelocating parent or other person and the child through substitute arrangements that take into consideration the logistics of contact, access, and time-sharing, as well as the financial circumstances of the parties; whether those factors are sufficient to foster a continuing meaningful relationship between the child and the nonrelocating parent or other person; and the likelihood of compliance with the substitute arrangements**

**by the relocating parent or other person once he or she is out of the jurisdiction of the court.** The Court has significant concerns with Husband's proposed timesharing plan as it pertains to the child's travel schedule. The Court is mindful of Husband's argument that the parties are in a financial crisis. However, the Court is not persuaded by the testimony that Husband has made best efforts to find employment, especially considering the possibility of working remotely. There was testimony that Husband was able to find one job in the St. Augustine area making approximately \$60,000.00 without much effort. It appears to the Court that Husband has focused his employment efforts in Minnesota and has not utilized all available means to find employment that would allow him to remain in St. Johns County. As concerns the parties' marital residence, the Court is suspect of Wife's parent's motive with the foreclosure. There was testimony that the maternal grandparents are foreclosing on the residence, and that Wife is refusing to sell the residence. There was also testimony that Wife has not responded to the foreclosure Complaint. The Court recognizes that the maternal grandparents have a legal right to foreclose on property if the mortgage is in default. However, the Court is concerned with the testimony that the grandparents are willing to forego the foreclosure if Husband moves out of the marital residence and quit claims the deed so that Wife can reside in the residence. The Court has concerns that the maternal grandparents are using the marital residence as leverage in this dissolution proceeding. Based upon the evidence presented, the Court does not find that the parties are in a financial crisis. As concerns the logistics of timesharing, the Court does not find that Husband's proposed relocation is in the best interest of the child. Based upon the evidence presented, the Court is not persuaded that Husband will actually foster communication between the child and Wife. The proposed relocation is greater than 1,700 miles from Wife's residence. Husband's Relocation Plan was well organized in his favor. However, the plan was flawed inasmuch as it was premised upon Husband's argument that Wife should either move to Minnesota or alternatively visit the child in Minnesota. Under the proposed long-distance timesharing plan (attached to the Relocation Plan), one option available to Wife was exercising timesharing once per month in a location of her choice. It was clear to the Court that Husband had not properly planned for this option. During the duration of the hearing, it became obvious to the Court that Husband was modifying his plan as the hearing progressed in an effort to salvage relocation. Notably absent from the plan was a consideration for the child's travel schedule. The travel schedule that Husband was proposing in order to accommodate Wife's once per month timesharing was aggressive for any person, let alone a child. The child would spend greater than ten (10) hours travelling to and from the non-relocating parent. The child would be required to miss at least one school day each month to accommodate this plan. Moreover, Wife would essentially have one (1) day with the child on some of the proposed dates. This does not even account for the safety of the child (i.e., having the child travelling in the middle of the night during adverse weather conditions between International Falls and the Minneapolis-St. Paul International Airport for a portion of the year). This factor favors Wife.

**(d) The child's preference, taking into consideration the age and maturity of the child.** The minor child is thirteen (13) years old and did not testify in Court. The Court

finds that this factor weighs equally between the parties.

**(e) Whether the relocation will enhance the general quality of life for both the parent or other person seeking the relocation and the child, including, but not limited to, financial or emotional benefits or educational opportunities.** The Court heard considerable testimony about the positive aspects of International Falls. The Court carefully analyzed Husband's Relocation Plan. The Court is not persuaded that the relocation will enhance Husband's quality of life or the child's quality of life. The Court does not find that Husband has examined all efforts to find employment, which would permit him to remain in the St. Johns County region. According to the testimony, International Falls has a population of approximately 6,000 people and has a declining population. Husband has admittedly never resided full-time in International Falls since the date that he graduated from high school. The only person who resides in International Falls full-time is Husband's mother. By all accounts, the area is a vacation destination. Husband's primary argument is that he would have housing at his mother's residence to help alleviate the parties' financial crisis. Husband expressed concern that his in-laws were foreclosing upon the marital residence and that Wife was refusing to sell the residence. The Court does not find that this reason alone would justify the relocation. Husband has not proven to the Court that he is unable to find employment in St. Johns County (including remote employment) so that he can make mortgage payments. Based upon the testimony, the Court finds that the minor child is thriving in St. Augustine both educationally and emotionally. The Court is concerned that if the child relocates, he will not continue to engage in counseling. Given the initial concerns raised to Dr. Fisher, the Court does not find that it would be in the child's best interest under this factor to relocate. This factor favors Wife.

**(f) The reasons each parent or other person is seeking or opposing the relocation.** Husband's primary reason for relocating is to pursue employment and to try to alleviate what he has described as a "financial crisis." The Court does not find that the parties are in a true financial crisis. Husband has not persuaded the Court that he has undertaken best efforts to find employment in his current geographical region. Wife's opposition to relocation is to foster a relationship between the child and both parents. Wife has described the need for co-parenting and cohesion in order to place the needs of the parties' child above their own needs. This factor favors Wife.

**(g) The current employment and economic circumstances of each parent or other person and whether the proposed relocation is necessary to improve the economic circumstances of the parent or other person seeking relocation of the child.** Husband's primary reason for relocating is to pursue employment and to try to alleviate what he has described as a "financial crisis." Husband testified that his prospective employment in International Falls will provide insurance. The Court does not find that the parties are in a true financial crisis. Husband has not persuaded the Court that he has employed best efforts to find employment in his current geographical region. Wife is currently making more money than she has historically made. This factor favors Wife.

**(h) That the relocation is sought in good faith and the extent to which the objecting parent has fulfilled his or her financial obligations to the parent or other person seeking relocation, including child support, spousal support, and marital property**



**and marital debt obligations.** There was considerable testimony as to whether Husband was seeking the relocation to punish Wife. There was also testimony that Husband has professional networks in Minnesota, which is why he has sought employment in Minnesota. The Court does have some reservations as to Husband's motive for seeking employment 1,700 miles from Wife in a town that Husband has not resided in since graduating from high school. There was not enough evidence, however, to establish for this Court that Husband's relocation was sought in bad faith. There was also evidence that Wife has not paid child support. However, there is no Court Order requiring Wife to pay child support. Moreover, Wife has paid for certain care (i.e., child's orthodontic work). The Court finds that this factor weighs equally between the parties.

**(i) The career and other opportunities available to the objecting parent or other person if the relocation occurs.** Husband offered evidence that there were several career opportunities to Wife in International Falls. There was also evidence, however, that the total population in International Falls is approximately 6,000 people. Moreover, there was evidence that the region is a tourist destination and that it is five (5) hours from the nearest airport. The Court finds that this factor slightly favors Wife.

**(j) A history of substance abuse or domestic violence as defined in Section 741.28, Fla. Stat. or which meets the criteria of Section 39.806(1)(d), Fla. Stat. by either parent, including a consideration of the severity of such conduct and the failure or success of any attempts at rehabilitation.** Husband presented evidence that Wife was the subject of a domestic violence action before this Court. The parties subsequently entered into a civil injunction agreement. There were comments that Wife has failed to abide by the civil injunction. However, there was no specific violation brought before this Court. The circumstances surrounding the injunction involved Husband advising Wife that he had filed dissolution papers. Wife testified that she was blindsided because she believed that the parties were working on an amicable separation. There was no evidence presented of any prior issues of violence. Wife testified that Husband had an alcohol abuse issue. There was no competent substantial evidence, however, to support this claim. This factor slightly favors Husband.

**(k) Any other factor affecting the best interest of the child or as set forth in Section 61.13, Fla. Stat. See below discussion of Section 61.13 factors (a) through (t).**

**(a) The demonstrated capacity and disposition of each parent to facilitate and encourage a close and continuing parent-child relationship, to honor the time-sharing schedule, and to be reasonable when changes are required.** The Court finds that both parents truly care about the needs of their minor child. The Court, however, does not find that Husband has demonstrated a capacity and disposition to encourage a close parent-child relationship between the child and Wife. The testimony regarding the summer trip was that Husband did not foster communication between the child and Wife. By Husband's own admission, he did not follow up with the child to ensure that the child was communicating with Wife. Wife, on the other hand, testified numerous times about positive qualities of Husband and how she believed that the parties should work as co-parents for

the child's best interests. This factor favors Wife.

**(b) The anticipated division of parental responsibilities after the litigation, including the extent to which parental responsibilities will be delegated to third parties.** Husband has had more parental responsibility after the litigation inasmuch as he has been awarded temporary majority timesharing. There was no evidence that parental responsibilities were being delegated to third parties. This factor favors Husband.

**(c) The demonstrated capacity and disposition of each parent to determine, consider, and act upon the needs of the child as opposed to the needs or desires of the parent.** Based upon the evidence presented, the Court finds that both parents have demonstrated a capacity and disposition to determine, consider, and act upon the needs of the child as opposed to the needs or desires of themselves. The Court finds that this factor weighs equally between the parties.

**(d) The length of time the child has lived in a stable, satisfactory environment and the desirability of maintaining continuity.** Husband testified that the child has only lived in St. Johns County for one (1) year that he spent the majority of his life in Minnesota. However, there was also testimony that the child has spent time in five (5) different schools in Minnesota. The child has no friends his own age in International Falls. Conversely, the child has at least two (2) friends in his current location. He is thriving at piano. The child is also in a small private school that both parents approve of aside from Husband's concerns over the financial aspect. Wife expressed her desire that the child remain in the same school to ensure continuity for his formative years as a teenager. The child is also engaged in counseling with Dr. Fisher. This factor favors Wife.

**(e) The geographic viability of the parenting plan, with special attention paid to the needs of school-age children and the amount of time to be spent traveling to effectuate the parenting plan. This factor does not create a presumption for or against relocation of either parent with a child.** The Court has extensive concerns about the viability of Husband's parenting plan. The proposed relocation is greater than 1,700 miles from Wife's residence. Husband's Relocation Plan was well organized in his favor. However, the plan was flawed inasmuch as it was premised upon Husband's argument that Wife should either move to Minnesota or alternatively visit the child in Minnesota. Under the proposed long-distance timesharing plan (attached to the Relocation Plan), one option available to Wife was exercising timesharing once per month in a location of her choice. It was clear to the Court that Husband had not properly planned for this option. During the duration of the hearing, it became clear to the Court that Husband was modifying his plan as the hearing progressed in an effort to salvage relocation. Notably absent from the plan was a consideration for the child's travel schedule. The travel schedule that Husband was proposing in order to accommodate Wife's once per month timesharing was aggressive for any person, let alone a child. The child would spend greater than ten (10) hours travelling

to and from the non-relocating parent. The child would be required to miss at least one school day each month to accommodate this plan. Moreover, Wife would essentially have one (1) day with the child on some of the proposed dates. This does not even account for the safety of the child (i.e., having the child travelling in the middle of the night during adverse weather conditions between International Falls and the Minneapolis-St. Paul International Airport for a portion of the year). This factor favors Wife.

**(f) The moral fitness of the parents.** This factor weighs equally between the parties.

**(g) The mental and physical health of the parents.** This factor weighs equally between the parties.

**(h) The home, school, and community record of the child.** Husband testified that the child has only lived in St. Johns County for one (1) year and that he has spent the majority of his life in Minnesota. However, there was also testimony that the child has spent time in five (5) different schools in Minnesota. The child has no friends his own age in International Falls. Conversely, the child has at least two (2) friends in his current location. He is thriving at piano. The child is also in a small private school that both parents approve of aside from Husband's concerns over the financial aspect. Wife expressed her desire that the child remain in the same school to ensure continuity for his formative years as a teenager. The child is also engaged in counseling with Dr. Fisher. This factor favors Wife.

**(i) The reasonable preference of the child, if the court deems the child to be of sufficient intelligence, understanding, and experience to express a preference.** The child is thirteen (13) years old and there was no evidence presented regarding the child's preference. This factor weighs equally between the parties.

**(j) The demonstrated knowledge, capacity, and disposition of each parent to be informed of the circumstances of the minor child, including, but not limited to, the child's friends, teachers, medical care providers, daily activities, and favorite things.** This factor weighs equally between the parties.

**(k) The demonstrated capacity and disposition of each parent to provide a consistent routine for the child, such as discipline, and daily schedules for homework, meals, and bedtime.** This factor weighs equally between the parties.

**(l) The demonstrated capacity of each parent to communicate with and keep the other parent informed of issues and activities regarding the minor child, and the willingness of each parent to adopt a unified front on all major issues when dealing with the child.** Based upon the evidence presented, it appeared that both parents had demonstrated a capacity to communicate and keep each other informed. However, the

Court also heard testimony that Husband informed the child that Wife was pregnant with Wife's paramour's child. Husband admitted this during the hearing. This was clearly an adult discussion and there should have been a unified front as to how the parties would communicate this issue to the child. This factor favors Wife.

**(m) Evidence of domestic violence, sexual violence, child abuse, child abandonment, or child neglect, regardless of whether a prior or pending action relating to those issues has been brought. If the court accepts evidence of prior or pending actions regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect, the court must specifically acknowledge in writing that such evidence was considered when evaluating the best interests of the child.** Husband presented evidence that Wife was the subject of a domestic violence action before this Court. The parties subsequently entered into a civil injunction agreement. There were comments that Wife has failed to abide by the civil injunction. However, there was no specific violation brought before this Court. The circumstances surrounding the injunction involved Husband advising Wife that he had filed dissolution papers. Wife testified that she was blindsided because she believed that the parties were working on an amicable separation. There was no evidence presented of any prior issues of violence. There was no evidence of any sexual violence, child abuse, child abandonment, or child neglect. This factor slightly favors Husband.

**(n) Evidence that either parent has knowingly provided false information to the court regarding any prior or pending action regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect.** There was no evidence presented on this factor. This factor weighs equally between the parties.

**(o) The particular parenting tasks customarily performed by each parent and the division of parental responsibilities before the institution of litigation and during the pending litigation, including the extent to which parenting responsibilities were undertaken by third parties.** Husband has had more parental responsibility during the litigation inasmuch as he has been awarded temporary majority timesharing. There was no evidence that parental responsibilities were being delegated to third parties. The Court was also presented with testimony that Wife has historically been the primary caregiver for the child while Husband has been the primary wage earner. Wife provided significant details of her daily routine with the child prior to this litigation. This factor favors Wife.

**(p) The demonstrated capacity and disposition of each parent to participate and be involved in the child's school and extracurricular activities.** This factor weighs equally between the parties.

**(q) The demonstrated capacity and disposition of each parent to maintain an environment for the child which is free from substance abuse.** This factor weighs equally between the parties.

**(r) The capacity and disposition of each parent to protect the child from the ongoing litigation as demonstrated by not discussing the litigation with the child, not sharing documents or electronic media related to the litigation with the child, and refraining from disparaging comments about the other parent to the child.** This factor weighs equally between the parties.

**(s) The developmental stages and needs of the child and the demonstrated capacity and disposition of each parent to meet the child's developmental needs.** This factor weighs equally between the parties.

**(t) Any other factor that is relevant to the determination of a specific parenting plan, including the time-sharing schedule.** The Court has addressed this factor previously in this Order.

TT. Both parties have requested attorney's fees and costs regarding the temporary relocation motion. *See* Husband's Mot., p. 3 (Dkt. 99); *see also* Wife's Objection, Section VI (D) (Dkt. 114). This Court is vested with authority to award attorney's fees under certain circumstances. The basis for awarding attorney's fees is found within Florida Statute 61.16, which states:

[t]he court may from time to time, after considering the financial resources of both parties, order a party to pay a reasonable amount for attorney's fees, suit money, and the cost to the other party of maintaining or defending any proceeding under this chapter, including enforcement and modification proceedings and appeals . . . .  
(§61.16(1), Fla. Stat.)

The purpose of Section 61.16(1), Fla. Stat. when permitting an award of attorney's fees in dissolution and post-dissolution proceedings is to ensure that both parties have similar financial ability to obtain competent legal counsel. *See Gunn v. Ubbels*, 101 So. 3d 420, 420-21 (Fla. 5<sup>th</sup> DCA 2012); *citing Rosen v. Rosen*, 696 So. 2d 697, 699 (Fla. 1997). When making this determination, the Court must consider the relative financial resources of the parties. *See Kouzine v. Kouzine*, 44 So. 3d 213, 215 (Fla. 5<sup>th</sup> DCA 2010). Moreover, the Court must make findings as to the requesting party's need for such fees and the non-requesting party's ability to pay the fees. *See Fuller v. Fuller*, 29 So. 3d 380, 381 (Fla. 5<sup>th</sup> DCA 2010). The evidence presented by both Husband and Wife establish a need by both parties for attorneys' fees and costs. However, the evidence further supports a finding that neither party has the financial ability to pay the other party's fees.

UU. After review of the statutory factors and the facts indicated above, the Court does not find that the competent substantial evidence supports the Husband's arguments for relocation. The Husband has not satisfied this Court through a preponderance of the evidence that the relocation is in the best interests of the minor child. The Court also finds that the Wife has provided sufficient evidence to meet her burden by a preponderance of the evidence to rebut Husband's proposed relocation with the parties' minor child. Based upon the competent substantial evidence presented to the Court, it is hereby:

ORDERED AND ADJUDGED as follows:

1. Husband's Motion is hereby DENIED.
2. Each party shall be responsible for his/her own attorney's fees and costs in this action.
3. The Court orders that this matter be set for trial, and that the parties mediate the matter.
4. This Court specifically reserves jurisdiction to enforce this Order, and to enter further orders as may be equitable, appropriate and just, and in the best interest of the minor child.

DONE AND ORDERED IN CHAMBERS, IN ST. JOHNS COUNTY, FLORIDA, ON 06 DAY OF September, 2019.

  
e-Signed 9/6/2019 3:35 PM DR19-0038

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BRYAN RENDZIO, CIRCUIT JUDGE

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# **RESPONSE TO NO. 35**

# COLLS MidWinter Meeting 18

## EFFECTIVE USE OF ARBITRATION

Friday, January 26, 2018

**ABA Tort Trial & Insurance Practice Section  
2018 Fidelity and Surety Law Midwinter Conference**

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## EFFECTIVE USE OF ARBITRATION

### I. Introduction

Arbitration is an alternative dispute resolution technique that, managed effectively, can be quicker, more economical, and more efficient than traditional litigation. In the United States, arbitration results from the parties' voluntarily agreement, either through an arbitration clause in a contract or a signed agreement after a dispute arises. A well written agreement and effectively managed proceeding allow the parties more control over costs, scheduling, and procedures than in litigation. Accordingly, many companies choose arbitration as the preferred method of dispute resolution. This paper, authored by attorneys experienced as advocates and neutrals in construction and commercial arbitration, discusses many ways in which sureties and other participants in construction disputes may improve the effectiveness of the arbitration process.

### II. Flexibility – the key to effective arbitrations

#### *A. Flexibility is key to achieving the fundamental goals of arbitration*

Arbitration is intended to be a private, prompt, and economical means of resolving disputes in a final and binding manner, outside the traditional court system.<sup>1</sup> The surest way for parties to achieve these goals is to intentionally structure the arbitral process to meet their needs and preferences. There is no one type of arbitration; it can be tailored by the participants in many ways.<sup>2</sup> “[A]rbitration is all about opportunities for choosing--both pre-dispute (at the time of contracting) and post-dispute (both before and during the arbitration process).”<sup>3</sup> Arbitrations, rightly planned, afford the parties to a private dispute the opportunity to decide that dispute using an agreed-upon process that avoids the types of often “lawyer-driven” and “legalized” court-like procedures that give lawsuits such a deservedly bad reputation.

In arbitration, unlike in litigation, the parties have flexibility to make the following types of choices:<sup>4</sup>

- The parties may make the following process decisions:
  - What “rules”, if any will apply;
  - Scope of discovery;
  - Protection of confidential information in discovery and hearings, to insure privacy to an extent unavailable in public court proceedings;
  - When, how, and how long the evidentiary and any other hearings will be conducted;

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<sup>1</sup> Thomas E. Carbonneau, *Arbitral Justice: The Demise of Due Process in American Law*, 70 TULANE L. REV. 1945 (1996).

<sup>2</sup> As Thomas J. Stipanowich reminds us in his symposium keynote speech for the 2016 Pound Conferences, titled *Living the Dream of ADR: Reflections on Four Decades of the Quiet Revolution in Dispute Resolution*, “When people ask you about your perspectives on arbitration, I tell them, always ask, ‘What *kind* of arbitration?’” 18 CARDOZO J. OF CONFLICT RESOLUTION 513, 533 (2017).

<sup>3</sup> Stipanowich, *Living the Dream*, supra note 2, at 533.

<sup>4</sup> This list is not intended to be exhaustive, and is compiled from many sources, including the author’s experience. Additionally, see e.g., Roy Weinstein, Cullen Edes, Joe Hale and Nels Pearsall, *Efficiency and Economic Benefits of Dispute Resolution through Arbitration Compared with U.S. District Court Proceedings* 24-25 (March 2017), [www.micronomics.com](http://www.micronomics.com).

- The types of motion practice that will be allowed;
  - Availability and type of sanctions;
  - The length of time for the entire dispute resolution process;
  - Whether to have mediation and if so when;
  - The format and degree of detail provided by the arbitrator(s) in the final decision; and
  - Whether and how any appellate review may be allowed
- The parties also may decide on legal issues such as:
    - What arbitral, choice of law, and subject matter law will apply;
    - Whether a court or the arbitrator will decide questions of arbitrability and enforceability of arbitration agreement;
    - What evidentiary law will apply;
    - What remedies, including injunctive relief will be allowed in arbitration or whether limited recourse to the courts will be allowed or needed; and
    - Standard of review, if any, on appeal.
- The parties have a right to select arbitrator(s), including possible appellate arbitrators, and make choices concerning:
    - The number of arbitrators;
    - Arbitrator qualifications and experience;
    - Arbitrator neutrality;
    - Arbitrator temperament and commitment to efficient, cost effective resolution; and
    - The Arbitrator's authority.
- The parties' control of process and the time involved results in more flexibility as to their direct and indirect costs, including:
    - Savings in legal fees and expenses;
    - Limiting the loss of use of funds, accrual of interest due to delay; and
    - Avoiding unnecessary delay and thus, loss of time, energy and focus of company executives and employees.

B. *The drafting of the pre-dispute arbitration agreement is the first and best opportunity to exercise control and flexible decision making.*

The often-criticized drift of arbitration away from a party-controlled, cost effective and expeditious form of conflict resolution towards the worst aspects of litigation is due in part to the "lack of proper contract drafting."<sup>5</sup> Too often the arbitration provision in a contract is little more than boilerplate, taken "off the shelf," rather than carefully and specifically negotiated for the particular construction project or to accommodate the parties' preferences and requirements. As a result, sometimes, the arbitration agreement is silent as to important issues, or so ambiguous or in conflict with other provisions of the contract documents, that the parties find themselves embroiled in court proceedings – just where they did not want to be – for purposes of interpreting or enforcing the arbitration agreement.

Anecdotal but informative studies appear to indicate that many clients feel that pre-dispute negotiation of arbitration agreements is neither open-ended nor a priority, given many other, more significant business terms and conditions in play. Thus, when the arbitration

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<sup>5</sup>Stipanowich, *Living the Dream*, supra note 2, at 537.

provisions of a contract are limited to a few sentences or even a clause that merely mandates arbitration pursuant to the rules of a particular institutional arbitration organization, parties may be reluctant to try to change this construct, even if they know they would like to and probably could negotiate something better. Or, it is possible that transactional lawyers involved in drafting a particular contract are not sufficiently experienced in conflict resolution to be able to anticipate the risks associated with boiler plate arbitration provisions. “Finally, when parties enter into contractual relationships they can only hazard educated guesses about the nature and scope of disputes that might arise, requiring contractual templates to be flexible enough to accommodate whatever might happen.”<sup>6</sup>

One of the challenges in drafting arbitration agreements is the delicate balancing act between the “*sin*” of omission (i.e., omitting a crucial or useful element from an arbitration clause), and over-specificity (i.e., providing too much detail, which could produce a clause that is unnecessary or inappropriate for the parties’ actual dispute or is difficult to put into practice). Ideally, at a bare minimum, arbitration provisions should specify guidelines that would facilitate better and efficient management of the process. They may include a fair but abbreviated timeline and limitations on discovery and motions in order to diminish delay and reduce cost.

There are a number of templates, articles and other resources available that can serve as guidelines or checklists to suggest language that will better articulate the drafting parties’ dispute resolution goals and expectations. For example, acknowledging that a “one size fit all” approach to arbitration no longer meets the needs of business clients’ needs, the leading ADR providers, including JAMS and the American Arbitration Association (“AAA”), offer drafting guidance for designing a flexible, streamlined, economical and efficiency-focused conflict resolution process.<sup>7</sup>

When drafting arbitration agreements, counsel should address, at a minimum, the following issues:

- Are any of the provisions of the proposed arbitration agreement inconsistent with other provisions of the contract in which the agreement is embedded or provisions in any other contracts relevant to the transaction, so as to give rise to unwanted litigation to resolve the inconsistency?
- Should arbitration be mandatory or permissive?
- Should there be conditions precedent to arbitration, such as mediation?
- Should there be one, two, or three arbitrators, should they all be neutral, and should they have particular professional expertise or other qualifications?
- What should be done, in the event an arbitrator is unable to serve through the end of the decisional process, due to illness or other incapacity?
- Should the arbitration agreement specifically incorporate the rules of a particular ADR institutional service provider or should it be “*ad hoc*”?

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<sup>6</sup>Stipanowich, *Living the Dream*, supra note 2, at 538.

<sup>7</sup> See e.g., PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION (Thomas J. Stipanowich, ed. Coll. Comm. Arbitrators 2010) [hereinafter PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION], published as a stand-alone document or as the appendix to the College of Commercial Arbitrators’ GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION (James M. Gaitis, ed., 2014); See also, e.g., JAMS Clause Workbook, “A Guide to Drafting Dispute Resolution Clauses for Commercial Contracts” (JAMS 2015) which suggests clauses for negotiation or mediation prior to arbitration, appointment of an emergency arbitrator, arbitrator qualifications, processes for appointment of arbitrators, confidentiality, governing law, punitive damages, limitation of liability, awarding fees, appeal, expedited arbitration procedures, discovery limitations, pre-hearing resolution of dispositive issues, and process deadlines.

- Should the agreement contain provisions that modify institutional provider rules, or specific statutory schemes, if so, how?
- Should the parties allocate fees or limit damages?
- Are there any litigation type excesses or abuses that the parties specifically want to preclude?
- Should the agreement set out a detailed regimen for the mechanics of the process, including venue, discovery, motions, length of time for conclusion of the process, and scope of review?
- Should the arbitrator's power be broader or more limited than otherwise provided by relevant statutes or rules?
- Should the process be expedited or streamlined?
- Should there be specifically defined appellate remedies?
- Should the agreement cover claims by or against the parents or subsidiaries of the contracting corporate parties or provide for joinder of other nonparties to the agreement?
- Should the agreement be limited to contract based claims and damages or include tort and statutory claims and extraordinary remedies?

Counsel who take the time to master the law related to the scope and enforceability of arbitration agreements and to understand the options as to rules and expedited procedures available with nearly every ADR provider will afford their clients the option to craft a private dispute resolution process that may better meet their needs and expectations in a particular transaction. Additionally, a proficiency in drafting arbitration agreements is another opportunity for outside counsel to provide value to their clients and thereby distinguish themselves from their competitors.

*C. Expedited construction adjudication of performance bond disputes as an example of a detailed arbitration agreement drafted for a specific type of construction dispute.*

An excellent example of an arbitration agreement carefully crafted to suit a specific business need is a performance bond form recently offered by Travelers Casualty and Surety Company of America for use with special drafted JAMS rules in connection with certain types of construction projects.<sup>8</sup> Performance bond claims often arise mid-job, when an obligee declares the principal in default. Because of the need for the project to proceed with minimal delay, such claims raise issues of unique urgency. For the sake of the parties and the construction project, it would be best, if termination or default claims on performance surety bonds could be resolved quickly enough to allow the project to proceed, with the least possible legal expense, based on the decisions of an impartial decision maker knowledgeable about the construction processes and the construction, surety, and dispute resolution law at issue, while at the same time, preserving the parties' rights in the event of decisional error significant enough to warrant a party seeking later review.

Many sureties and their attorneys readily cite bitter, expensive war stories, resulting in what they perceive to be wrongly reasoned rulings, to justify their distaste for arbitration. Thus, many in the surety industry oppose participation in construction arbitration, even when other parties to a bonded project try to join them in a pending arbitration proceeding. Perhaps for reasons related to a belief that a surety's rights and defenses will not be understood or treated fairly in arbitration, sureties frequently opt to incur the expense of moving to stay or dismiss efforts to force them to participate in arbitration. A successful battle against participation in arbitration is not only expensive, but is fraught with risk at several levels, including that a surety

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<sup>8</sup> A copy of the prototype of this bond is attached to this paper as Appendix A.

may find itself barred from later litigating issues decided in the arbitration to which it was not a party. Also, it may be speculative, if not erroneous, to assume in any one case, that an unknown judge or jury will give greater weight to or even understand the surety's legal arguments than the arbitrator(s) would have.

However, since 2015, new JAMS surety dispute resolution rules, in tandem with the new Travelers performance bond, provide an alternative method for resolving performance bond claims in arbitration, which meets each of the desired dispute resolution dream goals cited above.<sup>9</sup>

In the Travelers bond, the surety agrees it will arbitrate questions of whether its principal is in default; whether the obligee has complied with its contractual obligations; and whether Travelers is legally obligated to perform as demanded by the obligee. Moreover, the bond mandates an arbitration process that is immediate; mandates quick decision-making -- usually within 30 days - to minimize delay to the project and legal expense; specifies the use of a JAMS neutral with proven expertise in the construction, engineering, architectural and insurance industries as well as the best construction dispute resolution processes, using the 2015 JAMS rules specifically designed for use in expedited construction surety dispute resolution; and is binding on the parties, until the project is completed, but preserves the parties' right of appeal on the merits, in the event they believe any perceived error merits the expense of legal proceedings.

The new JAMS Dispute Resolution Rules for Surety Bond Disputes are unique in the surety/ADR industry, and were designed to insure a speedy resolution of obligee claims under performance bonds, regardless of the specific bond language. While it might appear to be a novel experiment to include the concept of expedited resolution of construction disputes pursuant to JAMS rules as a specific provision of a performance bond, the concept of such expedited dispute resolution is not new to international construction jurisprudence. Travelers' bond was modeled in part on a dispute resolution method commonly used in Britain, known as expedited construction adjudication. Like the procedures outlined in the Travelers' bond and JAMS rules, Britain's construction adjudication process provides that disputes arising during construction will be decided by a party-agreed-upon neutral with proven expertise in construction law, usually within 30 days of submission of the dispute. Philip Bruner of JAMS Global Engineering and Construction Group, who was an advisor to Travelers in the drafting this performance bond, credits this ADR method with reducing construction litigation in the United Kingdom by 80%.<sup>10</sup> Moreover, he says it is the British experience that the parties accept the neutral adjudicator's expedited decision in nearly 85% of the cases. Thus, under this expedited resolution process, delay to the project is minimized, dispute resolution expenses are curtailed, and, usually, litigation is avoided altogether, notwithstanding the fact that the parties' rights of appeal are preserved.

The early dispute resolution procedure provided in the Travelers performance bond also is considered to be beneficial for business reasons as it is intended to provide a better, quicker, less expensive way of solving construction disputes. The promise of quick resolution of the decision whether or not the surety will perform is intended to address an obligee's most common complaint about traditional bonds: the harm caused to the project by the surety's perceived delay in making its decision to perform or its outright refusal to perform, even when the obligee believes its claim is undisputable. Consequently, at this point in time, Travelers is offering the

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<sup>9</sup> Travelers has made this bond form available to the industry, rather than assert any proprietary claim to its provisions. The JAMS expedited rules can be used independent of the Travelers bond.

<sup>10</sup> See Philip Bruner, *Settle Now, Argue Later: Expedited Construction Adjudication is Coming to North America*, THE DISPUTE RESOLVER (Am. Bar Ass'n Nov. 16, 2016), <http://abaconstructionforumdivision1.blogspot.com/>.

bond on design-build projects as a better alternative to the unconditional letters of credit that obligees may otherwise require as security for contractor performance on certain large projects, especially international ones.

The great success of similar early dispute resolution methods in Britain, the fact that parties to any surety bond or construction contract can agree to use the JAMS construction dispute resolution rules after a dispute arises, even though the bond or contract has no arbitration provisions, and the existence of the experienced construction and surety lawyers on JAMS Global Engineering and Construction Panel, justifies serious consideration for using this type of quicker, less expensive, business-positive process for resolution of performance bond and other construction disputes.

*D. Once a dispute arises, all stakeholders in the arbitration process have key roles to play in designing and managing the arbitration to avoid the delay and expense of litigation and reinforce the desired benefits of arbitration.*

There are usually at least three or four sets of stakeholders in the construction arbitration process: the business users, their in-house counsel (if any), their outside advocates, and their chosen arbitrator(s). Each can influence the design and management of a given dispute process to find solutions to the types of challenges that can graft unnecessary and inadvisable attributes of litigation onto the arbitration process.<sup>11</sup>

Once a dispute arises, several choices are critical to the ability of parties and their counsel to design an arbitration proceeding that is as economical, efficient and otherwise consistent with their business priorities, as possible. Some of these choices include the following.

Whether or not the arbitration contract requires “step” dispute resolution, the parties should consider requiring mediation or formalized negotiation of a dispute before or immediately after initiating arbitration. Dispute resolution outside an adversarial proceeding may help preserve the parties’ relationships, as well as save time and avoid unnecessary expense.

As discussed in more detail below, the parties and the arbitrator should limit discovery to only what is proportionate and necessary, rather than a broader scope of discovery that their advocates may be used to getting in litigation.

The parties should adopt a cooperative approach to the arbitration process as much as possible, minimize motion practice and agree to adopt time and cost savings solutions in presenting their evidence at the final hearing. The arbitrator and parties should agree to interim and outside time limits for conducting the arbitration phases and the final hearing. Whether or not a surety is involved, fast track or expedited arbitration may be particularly useful in a construction context. Both AAA and JAMS have expedited or streamlined rules for arbitration which parties could invoke if it suits the circumstances of the dispute.

The parties and their in-house counsel should remain actively involved in the process, throughout the arbitration. It is the parties’ responsibility to ensure that all such strategic decisions by outside counsel are consistent with the parties’ desires to save money and avoid delay. First, this includes careful preparation for and possible participation by the party or its in-house counsel in the early, prehearing conference(s) at which important decisions are made about limiting discovery, the scope of motion practice, and how long the arbitration will take. These discussions afford excellent opportunities for the parties to collaborate with the arbitrator to design an effective prehearing process tailored to the issues and needs of their dispute. An experienced arbitrator – and experienced arbitration counsel - will insure that at least the following issues are discussed and, if possible, decided, before or not later than the prehearing

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<sup>11</sup> See Richard Chernick & Zela Claiborne, *Reimagining Arbitration*, in 37 LITIGATION, No. 4 (Am. Bar Ass’n 2011) for an excellent discussion of the respective roles of these four stakeholders in “reimagining” arbitration to avoid the evils of litigation.

conference(s):<sup>12</sup>

- Clarification of scope of the issues to be resolved;
- Identification of the parties to be included;
- Arbitrability of the issues;
- Neutrality of party appointed arbitrators;
- Governing law, applicable rules and arbitration law;
- The parties' interest in mediation;
- Hearing venue(s);
- Exchange of information among parties;
- Securing information from third parties;
- Limits on depositions;
- eDiscovery;
- Expert witness designation and discovery;
- Confidentiality protections;
- Procedures to resolve discovery disputes;
- Whether there is a need for and timing of dispositive motions;
- Identification of witnesses and documents to be used at hearing;
- Use of witness statements in lieu of live testimony;
- Procedures for expedited introduction of documents at hearing;
- Applicability of rules of evidence;
- Order of proof;
- Whether to have a transcript or other record of the hearing;
- Bifurcation of issues to suit witnesses or hear discrete issues in a logical order;
- Briefing and oral argument requirements for hearing;
- Remedies sought and any limitations thereon;
- Form of award;
- Availability and proof of attorneys' fees and costs; and
- Any appellate procedures and standards.

It is incumbent on the parties and the arbitrator to ensure that the decisions made at the preliminary conference are realistic, consistent with the parties' goals and the arbitral model, and thereafter, that the decisions are enforced. Thus, selection of a strong, experienced, managerial arbitrator is a key aspect of designing effective processes and achieving flexibility, economy and efficiency in effecting those processes. The effective selection and role of the arbitrator are discussed in detail below.

In summary, the cooperation of all stakeholders in a given arbitration is necessary to bring about the best that arbitration can be. As Richard Chernick, managing Director of the JAMS Arbitration Practice and former Chair of the ABA's Dispute Resolution Section, observes:

Where parties and arbitrators approach the design and effectuation of the arbitration proceeding as a partnership, and where all participants have an interest in achieving a process that is best suited to the particular case, and where the arbitrator is a skilled manager of the arbitration, even the most complex arbitration can present the opportunity for an effective exercise in quality

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<sup>12</sup> This list is similar to those used by countless arbitrators and similar variations can be found in numerous articles and other authorities. It is also discussed in Richard Chernick & Zela Claiborne, *Reimagining Arbitration*, *supra* note 10.

decision-making.<sup>13</sup>

### III. Mastering the Arbitral Rules and Statutes

#### A. The Rules

The rules promulgated by governing arbitral organizations like AAA and JAMS afford the parties the opportunity to relax or limit the applicability of formal rules of evidence and judicial rules of procedure, while also limiting the scope of motion practice.<sup>14</sup> These rules are intended to allow for quicker resolution of matters (including complex disputes) without costly pre-hearing discovery and motion practice. Additionally, both AAA and JAMS endorse the use of relaxed rules of evidence. The AAA's Rules for Commercial Arbitration provide that "[c]onformity to legal rules of evidence shall not be necessary . . ."<sup>15</sup> The Rules further provide that "[t]he arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant."<sup>16</sup> Similarly, JAMS' Comprehensive Arbitration Rules & Procedures states:

[s]trict conformity to the rules of evidence is not required, except that the Arbitrator shall apply applicable law relating to privileges and work product. The Arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The Arbitrator may be guided in that determination by principles contained in the Federal Rules of Evidence or any other applicable rules of evidence....<sup>17</sup>

In addition to the relaxed rules of evidence, arbitration procedures customarily include expedited rules of procedure. For instance, JAMS provides clients with the option to select a simplified arbitration process for those cases where the claims and counterclaims do not exceed \$250,000, while providing a full and fair hearing for all parties.

Under JAMS' Streamlined Arbitration Rules & Procedures:

The Parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and information (including electronically stored information ("ESI")) relevant to the dispute or claim, including copies of all documents in their possession or control on which they rely in support of their positions or that they intend to introduce as exhibits at the Arbitration Hearing, the names of all individuals with knowledge about the dispute or claim and the names of all experts who may be called upon to testify or whose reports may be introduced at the Arbitration Hearing. The Parties and the Arbitrator will make every effort to conclude the document and information exchange process within fourteen (14) calendar days after all pleadings or notices of claims have been received. The necessity of additional information exchange shall be determined

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<sup>13</sup> Richard Chernick, *Developing Issues in Commercial Arbitration: The "Managerial" Arbitrator Model*, 12 (Internal JAMS training materials, on file with JAMS) [hereinafter Chernick, *The "Managerial" Arbitrator Model*]

<sup>14</sup> This article is not intended to represent that the AAA and JAMS are the only independent groups that have procedures in place for arbitration. There are several other governing bodies that contain their own procedures and rules for arbitration. For purposes of this presentation, JAMS and the AAA are merely examples.

<sup>15</sup> Rule 34(a), AAA Commercial Arbitration Rules [hereinafter AAA Commercial Rules].

<sup>16</sup> Rule 34(b), AAA Commercial Rules.

<sup>17</sup> Rule 22(d), JAMS Comprehensive Arbitration Rules & Procedures [hereinafter JAMS Comprehensive Rules].



by the Arbitrator based upon the reasonable need for the requested information, the availability of other discovery options and the burdensomeness of the request on the opposing Parties and the witness.<sup>18</sup>

The AAA has its own expedited procedures. In particular, the AAA's Commercial Arbitration Rules provides that "[u]nless the parties or the AAA determines otherwise, the Expedited Procedures shall apply in any case in which no disclosed claim or counterclaim exceeds \$75,000, exclusive of interest, attorneys' fees, and arbitration fees and costs."<sup>19</sup> Under AAA's expedited procedures, parties are not required to exchange copies of exhibits that they intend to use at the final hearing until two business days prior to the hearing.<sup>20</sup>

Regardless of the track (i.e., whether expedited or regular track matters), both JAMS and the AAA limit permissible discovery. Under a regular track matter in the AAA, the arbitrator is vested with the authority to manage the scope of document exchange.<sup>21</sup> The AAA rules expressly require that any exchange of information be done with the view of "achieving an efficient and economical resolution of the dispute, while at the same time promoting equality of treatment and safeguarding each party's opportunity to fairly present its claim and defenses."<sup>22</sup> Under these same rules, the arbitrator manages the issue of whether depositions will occur, and if so, how many. While some limited discovery is permitted, the arbitrator must balance the need for information with the goal of keeping the arbitration process streamlined and efficient.

JAMS procedures likewise confer the arbitrator with authority regarding document exchange and depositions. Under JAMS Rule 17,

[t]he Parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information ("ESI")) relevant to the dispute or claim immediately after commencement of the Arbitration. They shall complete an initial exchange of all relevant, non-privileged documents, including, without limitation, copies of all documents in their possession or control on which they rely in support of their positions, and names of individuals whom they may call as witnesses at the Arbitration Hearing, within twenty-one (21) calendar days after all pleadings or notice of claims have been received. The Arbitrator may modify these obligations at the Preliminary Conference.<sup>23</sup>

With respect to depositions, the JAMS rules expressly permit some limited depositions. Pursuant to JAMS Rule 17,

[e]ach Party may take one deposition of an opposing Party or of one individual under the control of the opposing Party. The Parties shall attempt to agree on the time, location and duration of the deposition. If the Parties do not agree, these issues shall be determined by the Arbitrator. The necessity of additional depositions shall be determined by the Arbitrator based upon the reasonable need for the requested information, the availability of other discovery options and the burdensomeness of the request on the opposing Parties and the witness.<sup>24</sup>

Both the AAA and JAMS have mechanisms in place to control the exchange of discovery. The balancing act becomes how much discovery the parties seek to import into the arbitration process. Arbitration is not intended to become litigation, and safeguards must be in

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<sup>18</sup> Rule 13(a), JAMS Streamlined Arbitration Rules & Procedures.

<sup>19</sup> Rule 1(b), AAA Commercial Rules.

<sup>20</sup> See Rule E-5, AAA Commercial Arbitration Rules for Expedited Procedures.

<sup>21</sup> See Rule 22, AAA Commercial Rules.

<sup>22</sup> *Id.*

<sup>23</sup> Rule 17(a), JAMS Comprehensive Rules.

<sup>24</sup> Rule 17(b), JAMS Comprehensive Rules.

place to ensure that parties do not abuse the arbitration process by employing litigation tactics. The advantages of arbitration can be lost if parties turn the process into a form of litigation.

Unlike litigation and its countless pre-trial motions, arbitration typically limits motion practice. Under the AAA rules, the permissibility of pre-hearing motions, including dispositive (summary judgment) motions, is governed by the arbitrator. Specifically, AAA states that “[t]he arbitrator may allow the filing of and make rulings upon a dispositive motion only if the arbitrator determines that the moving party has shown that the motion is likely to succeed and dispose of or narrow the issues in the case.”<sup>25</sup>

By contrast, JAMS rules explicitly afford parties with a right to file dispositive motions. Under JAMS Rule 18, “[t]he Arbitrator may permit any Party to file a Motion for Summary Disposition of a particular claim or issue, either by agreement of all interested Parties or at the request of one Party, provided other interested Parties have reasonable notice to respond to the request.”<sup>26</sup> Otherwise, in both JAMS and AAA proceedings, the arbitrator must balance the interests of efficiency with considerations of procedural fairness to the parties.

As indicated above, arbitration governing bodies do not customarily provide for the same amount of discovery as is permitted in litigation. There is no blanket discovery formula that works for every arbitration. Instead, again, the balancing of the equities and efficiency must be done on a case-by-case basis by the arbitrator.

### B. The statutes

Effective use of arbitration involves not only a mastery of the rules and procedures of the arbitration process, it also requires that counsel understand any state-specific requirements, to the extent not preempted by the Federal Arbitration Act (“FAA”).<sup>27</sup> In 1925, Congress enacted the FAA to “reverse the longstanding judicial hostility to arbitration agreements . . . and to place arbitration agreements upon the same footing as other contracts.”<sup>28</sup> The FAA governs the enforcement of arbitration agreements, by making them “valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract,” when relating to interstate commerce or maritime transactions.<sup>29</sup> In the 1980s, Congress expanded the FAA’s reach to include international commercial, construction industry, employer-employee, and professional sport disputes.<sup>30</sup> This expansion made arbitration a more practicable option compared to lengthy litigation.<sup>31</sup> The enactment also compelled all fifty states to enact statutes governing arbitration in order to comply with federal law.<sup>32</sup>

The states derive their arbitration statutes from either the Uniform Arbitration Act (UUA)

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<sup>25</sup> Rule 33, AAA Commercial Rules.

<sup>26</sup> Rule 18, JAMS Comprehensive Rules.

<sup>27</sup> The FAA applies to any contract “evidencing a transaction involving commerce”, and it prevails over any conflicting state law, including state arbitration law. *See* 9 U.S.C.A. § 2 (2012).

<sup>28</sup> Matthew R. Kissling, Note, “A Sure and Expedited Resolution of Disputes”: The Federal Arbitration Act and the One-Year Requirement for Summary Confirmation of Arbitration Awards, *Photopaint Techs., L.L.C. v. Smartlens Corp.*, 335 F.3d 152, 158 (2d Cir. 2003) (quoting *In re Consol. Rail Corp.*, 867 F. Supp. 25, 31 (D.D.C. 1994)), 60 CASE W. RES. 889, 889 [hereinafter *A Sure and Expedited Resolution*].

<sup>29</sup> 9 U.S.C. §§ 1 et seq.; § 2

<sup>30</sup> Ariana R. Levinson, *Lawyering Skills, Principles and Methods Offer Insight as to Best Practices for Arbitration*, 60 BAYLOR L. REV. 1, 7 (2008).

<sup>31</sup> *Id.*

<sup>32</sup> *See* Lexis Nexis, *50 State Survey: Alternative Dispute Resolution in Civil Cases (Statutes)* (April 2017).

or the Revised Uniform Arbitration Act (RUAA).<sup>33</sup> The UAA addresses (1) jurisdiction; (2) venue; (3) compelling arbitration; (4) appointment of arbitrators; (5) rights of the parties to be represented by an attorney; (6) compelling witness testimony; ability to issue subpoenas; (7) depositions; and (8) the issuance, filing, modification, correction, or vacation of awards.<sup>34</sup> Most states have adopted the UAA in some form.<sup>35</sup>

However, only nineteen states have adopted the RUAA.<sup>36</sup> The RUAA covers provisions (1) regarding an arbitrator's power to grant summary dispositions; (2) providing temporary remedies; (3) consolidating arbitration proceedings; (4) requiring arbitrators to make disclosures; (5) granting arbitrators immunity; (6) arbitrator's authority; (7) and concerning the power of the arbitrator to award punitive damages or other remedies.<sup>37</sup>

State law can be pre-empted by the FAA even though there is no express provision or congressional intent for favoring pre-emption over arbitration.<sup>38</sup> However, state arbitration laws are only pre-empted if state law conflicts with the FAA's objectives.<sup>39</sup> For example, the New Jersey Supreme Court held arbitration agreements are not pre-empted by the FAA when they fail to inform plaintiff, "clearly and unambiguously," that he/she is waiving their right to a trial.<sup>40</sup> On the other hand, the Supreme Court concluded Kentucky's "clear-statement rule" was pre-empted by the FAA because it "singles out arbitration agreements for disfavored treatment."<sup>41</sup>

Each state has its own set of variations that must be followed, the nuances of which are too voluminous for this presentation, as is a discussion of the interplay between the FAA and its state counterparts. Instead, as an example, a summary of the Florida arbitration law offers a general roadmap to use when researching arbitration codes and procedures in other states.

The Revised Florida Arbitration Code (i.e., Ch. 682, Fla. Stat.) ("Revised Code")<sup>42</sup> governs arbitrations arising under Florida law. An agreement to arbitrate providing for arbitration in Florida confers exclusive jurisdiction on the court to enter judgment on an award under the Revised Code.<sup>43</sup> Florida law makes it clear that certain provisions of the Revised Code may not be waived. For instance, before a controversy arises that is subject to an agreement to arbitrate, a party to the agreement may not waive or agree to vary the effect of the requirements of: (i) commencing a Petition for Judicial Relief; (ii) making agreements to arbitrate valid, enforceable, and irrevocable; (iii) permitting provisional remedies; (iv) conferring

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<sup>33</sup> *Id.*

<sup>34</sup> *Id.*

<sup>35</sup> *Id.* (Alabama, California, Connecticut, Delaware, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New York, Ohio, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Wisconsin, and Wyoming)

<sup>36</sup> *Id.* Alaska, Arizona, Arkansas, Colorado, District of Columbia, Florida, Hawaii, Michigan, Minnesota, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Utah, Washington, and West Virginia

<sup>37</sup> *Id.*

<sup>38</sup> *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425, 432 (9th Cir. 2015).

<sup>39</sup> *Id.*

<sup>40</sup> *Atalese v. U.S. Legal Servs. Grp., L.P.*, 219 N.J. 430, 431, 441, 99 A.3d 306 (2014).

<sup>41</sup> *Kindred Nursing Ctrs. Ltd. P'ship v. Clark*, 137 S. Ct. 1421, 1425 (2017).

<sup>42</sup> The Revised Code governs an agreement to arbitrate made on or after July 1, 2013. As of July 1, 2016, the Revised Code applies to all actions commenced after July 1, 2013 regardless of when the agreement was entered into by the parties. The Revised Code does not apply to actions or proceedings commenced or rights that have accrued before July 1, 2013. *See* § 682.013, Fla. Stat.

<sup>43</sup> *See* § 682.181, Fla. Stat.

authority on arbitrators to issue subpoenas and permit depositions; (v) conferring jurisdiction; or (vi) stating the bases for appeal.<sup>44</sup>

Moreover, before a controversy arises that is subject to an agreement to arbitrate, a party to the agreement may not: (i) agree to unreasonably restrict a party's right to notice of the initiation of an arbitration proceeding; (ii) agree to unreasonably restrict the right to disclosure of any facts by a neutral arbitrator; or (iii) waive the right of a party to have representation by an attorney at any proceeding or hearing (exception being that an employer and a labor organization may waive the right to representation by an attorney in a labor arbitration).<sup>45</sup>

In addition, parties to arbitrations that are subject to the Revised Code may not vary the effect of: (i) the applicability of the Revised Florida Arbitration Code (including the timeframes for when the Revised Code became effective); (ii) the availability of proceedings to compel or stay arbitration; (iii) the immunity conferred on arbitrators and arbitration organizations; (iv) a party's right to seek judicial enforcement of an arbitration pre-award ruling; (v) the authority conferred on an arbitrator to change an award; (vi) the right to confirmation of an award; (vii) the grounds for vacating an arbitration award; (viii) the grounds for modifying an arbitration award; (ix) the validity and enforceability of a judgment or decree based on an award; (x) the validity of the Electronic Signatures in Global and National Commerce Act; or (xi) the effect of excluding from arbitration under Chapter 682 of the Revised Code, disputes involving child custody, visitation, or child support.

Another significant variation is whether the arbitrator or a court will determine the arbitrability of a dispute.<sup>46</sup> The Revised Code differentiates between the issue of enforceability of the contract as a whole and the issue of the enforceability of the contract's arbitration provision.<sup>47</sup> Enforceability of the contract as a whole (unconscionability, fraud in the inducement, and other defenses to the contract itself) falls within the authority of the arbitrator to determine.<sup>48</sup> Conversely, enforceability of the arbitration provision itself (i.e., whether a particular type of dispute is arbitrable under the law) remains the decision of the Court.<sup>49</sup>

Another state-specific aspect involves the breadth of an arbitration clause. In Florida, for example, the phrase "arising out of or relating to" the contract has been interpreted broadly to encompass virtually all disputes between the contracting parties, including related tort claims.<sup>50</sup> The addition to the phrase "relating to" in conjunction with the phrases "arising out of" or "under," has been construed under Florida law as broadening the scope of the arbitration provision.<sup>51</sup>

One situation that often arises in the surety and construction context is the interplay between a construction lien foreclosure action and arbitration. Under Florida law, so long as parties preserve their right to enforce a claim of lien before expiration of the lien, it is proper for

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44 See § 682.014 (2)(a), Fla. Stat.

45 See § 682.014 (2)(b)-(d), Fla. Stat.

46 See *Portland General Electric Co. v. Liberty Mutual Ins. Co.*, 862 F.3d 981 (9<sup>th</sup> Cir. 2017) (holding that arbitrability of project owner's claims against surety is a determination for the arbitrator pursuant to the applicable rules of the International Chamber of Commerce and Oregon substantive law).

47 See § 682.02, Fla. Stat.

48 See *id.*

49 See *id.*

50 See, e.g., *Perdido Key Island Resort Dev., L.L.P. v. Regions Bank*, 102 So. 3d 1 (Fla. 1<sup>st</sup> DCA 2012).

51 See *id.*

the matter to be heard in arbitration.<sup>52</sup> The filing of a limited claim in Court (as limited to construction lien foreclosure count) does not waive a party's right to demand arbitration.<sup>53</sup> Along these same lines, it is imperative for counsel to know that in Florida, among other jurisdictions, a party must preserve the foreclosure claim by filing a claim in Court. The mere filing of an arbitration action, without initiating a construction lien foreclosure claim through the Court system, will not preserve the right to enforce the construction lien through the arbitration process or otherwise.<sup>54</sup>

Counsel must also recognize that states have specific statutes outlining the circumstances under which a party may seek to vacate an arbitration award. Florida has established the right of a party to move to vacate an award if: (i) the award was procured by corruption, fraud, or other undue means; (ii) there was evident partiality by an arbitrator appointed as a neutral arbitrator; (iii) there was corruption by an arbitrator; (iv) there was misconduct by an arbitrator prejudicing the rights of a party to the arbitration proceeding; (v) an arbitrator refused to postpone the hearing upon showing of sufficient cause for postponement, refused to hear evidence material to the controversy, or otherwise conducted the hearing contrary so as to prejudice substantially the rights of a party to the arbitration proceeding; (vi) an arbitrator exceeded the arbitrator's powers; (vii) there was no agreement to arbitrate, unless the person participated in the arbitration proceeding without raising the objection; or (viii) the arbitration was conducted without proper notice of the initiation of an arbitration as required so as to prejudice substantially the rights of a party to the arbitration proceeding.<sup>55</sup>

Another aspect that is dependent upon a state's specific laws pertains to the issue of appealing an arbitration award. In Florida, an appeal may be taken from: (i) an order denying a motion to compel arbitration; (ii) an order granting a motion to stay arbitration; (iii) an order confirming an award; (iv) an order denying confirmation of an award under certain circumstances; (v) an order modifying or correcting an award; (vi) an order vacating an award without directing a rehearing; or (vii) a judgment or decree entered pursuant to the Revised Code.<sup>56</sup>

States will also dictate the level of immunity that arbitrators are afforded. Subject to limited exceptions, Florida recognizes arbitrator immunity.<sup>57</sup> Pursuant to Florida law, an arbitrator is immune from civil liability to the same extent as a judge acting in a judicial capacity.<sup>58</sup> In fact, the failure of an arbitrator to make a disclosure required by the Revised Code (Section 682.041, Fla. Stat.) does not cause any loss of immunity.<sup>59</sup> Furthermore, in a judicial, administrative, or similar proceeding, an arbitrator or representative of an arbitration organization is not competent to testify, and may not be required to produce records as to any

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<sup>52</sup> See *Royal Palm Collection, Inc. v. Lewis*, 36 So. 3d 168, 169 (Fla. 4<sup>th</sup> DCA 2010) (holding that a party was entitled to the entry of final judgment of foreclosure by a Court after the lien foreclosure matter was ordered to arbitration, and after the arbitrator entered his award).

<sup>53</sup> See *Price v. Fax Recovery Sys.*, 49 So. 3d 835, 837 (Fla. 4<sup>th</sup> DCA 2010) (holding that there was no waiver of arbitration rights where a party filed a motion to compel arbitration and a counterclaim at the same time without some indicia of waiver such as participating in discovery).

<sup>54</sup> See *Brookshire v. GP Construction of Palm Beach, Inc.*, 993 So. 2d 179 (Fla. 4<sup>th</sup> DCA 2008).

<sup>55</sup> See § 682.13, Fla. Stat.

<sup>56</sup> See § 682.20, Fla. Stat.

<sup>57</sup> See § 682.051, Fla. Stat.

<sup>58</sup> See *id.*

<sup>59</sup> See *id.*

statement, conduct, decision, or ruling occurring during the arbitration proceeding, to the same extent as a judge acting in a judicial capacity.<sup>60</sup>

In summary, prudent arbitration counsel must research and become familiar with the specific rules and procedures of any applicable arbitral governing body and understand how to maximize the effectiveness of the process using the relaxed rules of evidence and procedure. It is a “process,” and counsel must not get bogged down with every legal strategy that would otherwise have been utilized in litigation. Instead, there must be an understanding as to which arguments should be raised via limited motions, and which depositions—if any—are imperative for the arbitration process. Additionally, counsel must be aware of the state-specific statutory requirements and variations that may affect the arbitration process.

#### **IV. Arbitration Counsel**

There are obviously several pieces to the puzzle that ultimately lead to a successful arbitration. An important component in the process is the selection of arbitration counsel. This is fundamental for any effective arbitration. So how does a party go about researching and selecting appropriate counsel?

With the abundance of technology in today’s market, the first step should be to search for the right fit for the particular matter. This may include reaching out to colleagues for any referrals, as well as utilizing online tools such as legal and professional search engines such as, but not limited to, LexisNexis®, Westlaw®, Martindale-Hubbell®, Google® or LinkedIn®.

When selecting arbitration counsel, it is important to take into consideration that litigation and arbitration are not the same, and cannot necessarily be prosecuted or defended through identical tactics. Unlike litigation, arbitration typically involves more big-picture themes as opposed to the degree of detail that may come with a bench or jury trial. The seasoned litigator who is accustomed to the theatrics or quick thinking that can accompany a jury trial may not necessarily be the best fit for a construction arbitration claim involving a surety, a general contractor and numerous subcontractors—all being heard by a single arbitrator. Conversely, the litigator who primarily handles arbitration matters may not be the best fit for a personal injury matter being tried for the eyes and ears of the jury. There are clearly those litigators who can comfortably wear either hat. The trick is to find that person who can present or defend the arbitration without allowing the process to get off-track.

Part of the selection process requires flexibility of expectation. Rarely will someone find one perfect attorney who fits every checkbox on the internal attorney-selection list. The party seeking counsel must define what it is looking for in the attorney based upon arbitration experience (both in the field of law, as well as in the arbitration process in general). Experience cannot be overlooked. If the matter involves a complex, construction dispute, the ideal attorney may not be the person who has exclusively handled employment-labor disputes.

Once the list of potential counsel is reduced to those who have the skill set for the dispute (i.e., construction and surety law experience), the next step is to further narrow down the list to those individuals who have arbitration experience. Due diligence here is vital. Counsel with modest experience in the field or nominal arbitration experience could prove detrimental.

Many issues can arise when counsel is not familiar with the arbitration process. One consequence is an increase in the cost of the arbitration, if the party is paying for counsel to learn the arbitration process as opposed to having counsel who is familiar with the various nuances of arbitration found within governing bodies such as AAA or JAMS. Counsel unfamiliar with the various rules and procedures can affect the speed, efficiency and cost of the arbitration process.

Another direct impact of having counsel unfamiliar with the arbitration process can be

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<sup>60</sup> *See id.*

the creation of a negative perception of counsel for the arbitrator or arbitration panel. Arbitration, unlike litigation, is more focused on permitting most evidence in order for the arbitrator to see the full picture. Arbitrators will ultimately decide what information or evidence they do not consider persuasive. However, arbitrators often will not exclude evidence absent a compelling reason to do so. For this reason, arbitrators may become frustrated with counsel repeating evidentiary objections and arguments as if to build a record. This can slow the process for all parties. Counsel who focus more on the “show” versus the facts may believe their conduct creates a favorable impact on jury or an appellate court; but the opposite is true in arbitration, as arbitrators must be mindful of keeping arbitrations as efficient as possible for all participants.

## V. The Arbitrator

The arbitrator (or arbitral panel) is the decision maker throughout the arbitration proceedings, serving as both judge and jury. The arbitrator will consider the law and the facts, and will eventually determine the final award. As discussed below, arbitration awards are very difficult to challenge.<sup>61</sup> Thus, it is most important to choose an arbitrator carefully who is qualified to manage, understand and fairly resolve the type of complex dispute that is most likely to result from a troubled construction project. There are several other reasons why the choice of arbitrator is one of the most important the parties must make.

First, the arbitrator has considerable power over legal, factual and process decisions. Depending on the law of the jurisdiction, the language of the arbitration agreement, and the provisions of the applicable rules, the arbitrator may have the right to determine what issues are within the scope of the arbitration agreement.<sup>62</sup> The arbitrator also rules on issues involving the sometimes-esoteric law of arbitration, the substantive law controlling the parties’ dispute, scope of discovery, admissibility of evidence and all factual disputes.

Second, a good managerial arbitrator can act as an experienced guide to help the parties navigate the rules applicable to the proceeding, and when necessary will need to make decisions concerning management of a workable discovery plan and hearing scheduling issues, that best achieve the parties’ desires for efficient and effective resolution of their dispute.

Third, an experienced arbitrator should know how to conduct efficient hearings, assist the parties in how best to provide their proof, and make rulings as needed to actively strike a balance between efficiency and fairness.

“Finally, an effective arbitrator creates a professional atmosphere and insists that counsel

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<sup>61</sup> Pursuant to the Federal Arbitration Act, 9 U.S.C. § 10, there are only four instances when a court may vacate an arbitration award: (1) where the award was procured by corruption, fraud, or undue means, (2) where there was arbitrator bias, (3) where there was arbitrator misconduct, or (4) where the arbitrator exceeded his or her powers. Pursuant to 9 U.S.C. § 11, there are only three circumstances where a court may modify or correct an award: (1) where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award, (2) where the arbitrators have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted, or (3) where the award is imperfect in matter of form not affecting the merits of the controversy.

<sup>62</sup> See *First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938 (1995) (the parties may by contract give the arbitrator the power to determine issues of arbitrability); See e.g., JAMS Comprehensive Rule 11(b): “Jurisdictional and arbitrability disputes ... shall be submitted to and ruled on by the Arbitrator. The Arbitrator has authority to determine jurisdiction and arbitrability issues as a preliminary matter.”

cooperate with each other and the arbitrator in all procedural aspects of the arbitration.”<sup>63</sup>

#### A. The Ability to Choose

##### 1. Selection of the arbitrator by agreement of the parties

One of the major differences between litigation and arbitration is the parties’ ability to choose the decision maker. When litigating a case, the final decision is made by an appointed judge or a jury drawn from a randomly selected venire. Arbitration is decided by the arbitrator whom the parties select. Generally, the arbitration agreement between the parties will govern how to choose an arbitrator. Because an arbitration agreement is a contract, arbitrators must be selected pursuant to the method provided,<sup>64</sup> otherwise the award may be vacated.<sup>65</sup>

For example, in *PoolRe Insurance Corp. v. Organizational Strategies, Inc.*,<sup>66</sup> the United State Court of Appeals for the Fifth Circuit held that an arbitration award was properly vacated when the arbitrator was not chosen according to the method outlined in the arbitration agreement. There, the arbitration agreement clearly indicated that in the event of a dispute, an arbitrator would be selected by the Anguilla, B.W.I. Director of Insurance.<sup>67</sup> After a dispute arose, an arbitrator was appointed “in a manner contrary to that provided in the [agreement].”<sup>68</sup> The court reasoned that because the arbitrator had not been selected according to the contract-specified method, the award had to be vacated.<sup>69</sup>

A trivial departure from the parties’ agreement, however, may not bar enforcement of an award.<sup>70</sup> For example, in *Lexington Insurance Co. & Chartis v. Southern Energy Homes, Inc.*, the Supreme Court of Alabama held that the arbitrator-selection process unfolding only a few days outside the 30-day timeframe indicated in the arbitration agreement was a trivial departure from the agreement, and thus it was not necessary to vacate the award.<sup>71</sup>

##### 2. Court appointment of Arbitrators

The FAA, authorizes a court to intervene in the arbitrator selection process upon the application of either party in only three instances: (1) if the arbitration agreement does not provide a method for selecting arbitrators, (2) if the arbitration agreement provides a method for selecting arbitrators but any party to the agreement has failed to follow that method, or (3) if there is a lapse in the naming of an arbitrator or arbitrators.<sup>72</sup> Courts have defined “lapse” to

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63 Richard Chernick & Zela Claiborne, *Reimaging Arbitration*, note 10 *supra*.

64 See *Bulko v. Morgan Stanley DW Inc.*, 450 F.3d 622, 625 (5th Cir. 2006), see also *Brook v. Peak Int'l, Ltd.*, 294 F.3d 668, 672–73 (5th Cir. 2002).

65 See *Cargill Rice, Inc. v. Empresa Nicaraguense Dealimentos Basicos*, 25 F.3d 223, 226 (4th Cir. 1994); *Szuts v. Dean Witter Reynolds, Inc.*, 931 F.2d 830, 832 (11th Cir. 1991); *Avis Rent A Car Sys., Inc. v. Garage Employees Union*, 791 F.2d 22, 25 (2d Cir. 1986).

66 *PoolRe Ins. Corp. v. Organizational Strategies, Inc.*, 783 F.3d 256, 263 (5th Cir. 2015).

67 *Id.*

68 *Id.* at 264.

69 *Id.*

70 See *R.J. O'Brien & Assocs., Inc. v. Pipkin*, 64 F.3d 257, 263 (7th Cir. 1995); *Bulko v. Morgan Stanley DW Inc.*, 450 F.3d 622, 626 (5th Cir. 2006).

71 *Lexington Ins. Co. & Chartis v. S. Energy Homes, Inc.*, 101 So. 3d 1190, 1198 (Ala. 2012).

72 9 U.S.C. § 5.



mean “a lapse in time in the naming of the arbitrator or in the filling of a vacancy on a panel of arbitrators, or some other mechanical breakdown in the arbitrator selection process.”<sup>73</sup>

The Uniform Arbitration Act (UAA), adopted by 19 states and the District of Columbia, gives three instances where the court, on a motion of a party to the arbitration proceeding, will appoint the arbitrator: (1) if the parties have not agreed on a method, (2) the agreed method fails, or (3) an arbitrator appointed fails or is unable to act and a successor has not been appointed.<sup>74</sup>

For example, in *New Port Richey Medical Investors, LLC v. Stern ex rel. Petscher*, the Florida Second District Court of Appeal held that a circuit court must appoint another arbitrator or arbitrators when an arbitration agreement designated a specific organization to administer the arbitration, but the organization was unavailable.<sup>75</sup> There, the arbitration agreement subjected all disputes to the AAA rules, which determined how arbitrators were chosen.<sup>76</sup> However, the AAA had recently changed its rules and no longer arbitrated certain types of disputes, including the dispute at issue.<sup>77</sup> The court noted that pursuant to the language of Florida’s adaptation of the Uniform Arbitration Act, the arbitration agreement was neither unenforceable nor invalid; rather, the arbitration proceedings would continue with a court-appointed arbitrator because the parties’ agreed method of arbitrator selection failed.<sup>78</sup>

In codifying when the court will select an arbitrator, states that have adopted the UAA often chose language identical to the UAA’s, although some states may vary the language slightly. For example, Arizona<sup>79</sup> and Oklahoma’s<sup>80</sup> statutes adopt the UAA’s language, while Florida’s arbitration statute § 682.04(2), differs slightly, authorizing the court, on motion of a party to an arbitration agreement, to appoint one or more arbitrators, if (1) parties have not agreed on a method, (2) the agreed method fails, (3) one or more of the parties failed to respond to the demand for arbitration, or (4) an arbitrator fails to act and a successor has not been appointed.<sup>81</sup>

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73 BP Expl. Libya Ltd. v. ExxonMobil Libya Ltd., 689 F.3d 481, 492 (5th Cir. 2012) (internal quotation marks omitted); *see also* In re Salomon Inc. Shareholders' Derivative Litig. 91 Civ. 5500 (RRP), 68 F.3d 554, 560 (2d Cir. 1995); Pac. Reinsurance Mgmt. Corp. v. Ohio Reinsurance Corp., 814 F.2d 1324, 1328 (9th Cir. 1987).

74 *See* ALASKA STAT. ANN. § 09.43.030, ARIZ. REV. STAT. ANN. § 12-1503, ARK. CODE ANN. § 16-108-211, COLO. REV. STAT. ANN. § 13-22-211, D.C. CODE § 16-4411, FLA. STAT. ANN. § 682.04, HAW. REV. STAT. ANN. § 658A-11, MICH. COMP. LAWS ANN. § 691.1691, MINN. STAT. ANN. § 572B.11, NEV. REV. STAT. ANN. § 38.226, N.J. STAT. ANN. § 2A:23B-11, N.M. STAT. ANN. § 44-7A-12, N.C. GEN. STAT. ANN. § 1-569.1, N.D. CENT. CODE ANN. § 32-29.3-11, OKLA. STAT. ANN. TIT. 12, § 1859, OR. REV. STAT. ANN. § 36.645, UTAH CODE ANN. § 78B-11-112, WASH. REV. CODE ANN. § 7.04A.110, W. VA. CODE ANN. § 55-10-13.

75 *New Port Richey Med. Inv'rs, LLC v. Stern ex rel. Petscher*, 14 So. 3d 1084, 1087 (Fla. 2d DCA 2009).

76 *Id.* at 1086.

77 *Id.*

78 *Id.* at 1087.

79 “If the parties to an agreement to arbitrate agree on a method for appointing an arbitrator, that method must be followed unless the method fails. If the parties have not agreed on a method, the agreed method fails or an arbitrator appointed fails or is unable to act and a successor has not been appointed, the court, on motion of a party to the arbitration proceeding, shall appoint the arbitrator.” ARIZ. REV. STAT. ANN. § 12-3011(A).

80 “If the parties have not agreed on a method, the agreed method fails, or an arbitrator appointed fails or is unable to act and a successor has not been appointed, the court, on motion of a party to the arbitration proceeding, shall appoint the arbitrator.” OKLA. STAT. ANN. TIT. 12, § 1862.

81 FLA. STAT. ANN. § 682.04(2).

### 3. Appointment of arbitrators under designated ADR provider rules

When the rules of a private alternative dispute resolution provider, such as AAA or JAMS, govern a proceeding, those rules may control how an arbitrator is appointed when the parties disagree.

Pursuant to the AAA's rules, should the parties fail to agree, the AAA will send an identical list of ten arbitrators to each party, and the parties are encouraged to agree on a name.<sup>82</sup> If the parties are unable to agree upon an arbitrator, each party to the dispute has fourteen calendar days from the transmittal date to strike names to which the party objects and return the list to the AAA.<sup>83</sup> The parties are not required to exchange selection lists.<sup>84</sup> If a party does not return the list within the specified timeframe, all arbitrators on the list will be deemed as acceptable to the party.<sup>85</sup> The AAA will then choose an arbitrator from the names of possible arbitrators approved on both lists.<sup>86</sup> If the parties then fail to agree on any of the persons from the list, the AAA will have the power to appoint an arbitrator from other members of the National Roster.<sup>87</sup>

Pursuant to the JAM's rules, if the parties fail to agree on an arbitrator, JAMS will attempt to facilitate agreement.<sup>88</sup> Should the attempted facilitation fail, JAMS will send a list of five or ten arbitrator candidates, depending on whether the parties are selecting one or three arbitrators.<sup>89</sup> The list will briefly describe the candidate's background and experience.<sup>90</sup> Within seven calendar days of service of the list of names, each party may strike two names in the case of a sole arbitrator and three names in the case of a tri-panel, and will rank the remaining candidates in order of preference.<sup>91</sup> The remaining candidate with the highest composite ranking shall be appointed the arbitrator.<sup>92</sup> If that also fails, JAMS will appoint an arbitrator.<sup>93</sup>

### 4. Choosing the Number of Arbitrators

Arbitration agreements usually will dictate the number of arbitrators to be used in a particular dispute. Often, smaller cases are handled by one arbitrator, and larger cases by a three-arbitrator panel. A single arbitrator may be the best choice from both an efficiency and a cost standpoint, as one arbitrator should be less expensive than three, and scheduling will likely be easier with one arbitrator versus three.

Beyond cost and time, however, it is important to consider whether the number of arbitrators may affect the quality of the decisions and ultimate outcome of the proceeding. On the one hand, a tri-panel may reduce bias by having multiple backgrounds, experiences, and industries represented. Also, a tri-panel can engage in collaborative decision making. Experienced arbitrators often praise the quality of the decisional process that results from the give and take of multiple arbitrator panels. In a tri-panel, parties generally each choose one arbitrator, and the two

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82 Rule 12(a), AAA Commercial Rules.

83 Rule 12(b), AAA Commercial Rules.

84 *Id.*

85 *Id.*

86 *Id.*

87 *Id.*

88 Rule 15(a), JAMS Streamlined Arbitration Rules & Procedures.

89 Rule 15(b), JAMS Streamlined Arbitration Rules & Procedures.

90 *Id.*

91 Rule 15(c), JAMS Streamlined Arbitration Rules & Procedures.

92 *Id.*

93 Rule 15(d), JAMS Streamlined Arbitration Rules & Procedures.

party-chosen arbitrators choose the third. It is possible that a party-chosen arbitrator may be perceived to be biased for the party that chose him or her. In theory, this is counteracted by the impartial third arbitrator. On the other hand, a single arbitrator, chosen by agreement of all parties, should have no reason not to be impartial. Thus, when three arbitrators are used, it is recommended that the parties agree that all three should be neutral, rather than having two, redundant and costly “party-arbitrators.” Also, to save time and expense, the parties should agree that the chair of a panel be empowered to decide discovery or other procedural motions, unless all parties request the matter be presented to the full tribunal.<sup>94</sup> In the event of illness or other inability to serve as to one of the three arbitrators, if it is too late to appoint a replacement, such as when the final hearing is already underway, it often the case that the parties can agree to have remaining two can reach agreement as to the award.

Should the parties fail to specify the number of arbitrators in the arbitration agreement, the rules of the alternative dispute resolution provider may dictate the resolution. The AAA rules state that if the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the AAA, in its discretion, directs that three arbitrators be appointed.<sup>95</sup> JAMS rules state the arbitration shall be conducted by one neutral arbitrator, unless all parties agree otherwise.<sup>96</sup>

#### B. Qualities to Look for in an Arbitrator

Many qualities should be weighed in the selection of the right arbitrator for a given arbitration, including the potential arbitrator’s experience, reputation, expertise, and availability.

The arbitrator selection process should begin with consideration of whether the arbitration agreement identifies any minimum arbitrator qualifications. It is common for manuscripted arbitration agreements to require that arbitrators have certain experiential or otherwise unique qualifications. It is possible in a three-arbitrator context that the parties may require one panelist with certain technical expertise, while requiring the other panelists have certain arbitral and legal experience.

Additionally, the parties should look for at least the following arbitrator qualifications:

- Impartiality and lack of any disqualifying relationships with any of the parties;
- Experience as a judge or arbitrator in management of cases of the type at issue;
- Intelligence, wisdom, experience in dispute resolution, and a temperament for fair, firm decision making;
- The arbitrator’s work ethic and availability to spend the time required in the time frame within which the parties want to resolve the dispute;
- Experience in and appreciation of the legal issues involved;
- Subject matter expertise;
- The costs and benefits of the provider service with which the arbitrator may be affiliated;
- The arbitrators’ rates; and
- If the arbitrator is not local to the arbitral venue, the need for and costs of arbitrator travel.

#### I. Conducting Due Diligence

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<sup>94</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 37.

<sup>95</sup> Rule 16(a), AAA Commercial Rules.

<sup>96</sup> Rule 7(a), JAMS Streamlined Arbitration Rules & Procedures.

It is imperative to conduct due diligence on potential arbitrators to determine their background, experience, reputation, knowledge, effectiveness, and tendencies in handling arbitrations. As with the selection of counsel, a good place to start is to conduct internet/social media investigation via, LexisNexis®, Westlaw®, Martindale-Hubbell®, Google® or LinkedIn®/AVVO®, and other types of social media websites. Depending on the forum, publicly rendered awards may be accessible. A review of such awards may provide insight into the arbitrator's experience and apparent tendencies to favor one side or another in a given type of dispute. Of course, parties and counsel should inquire of professional friends and colleagues asking for their knowledge of the candidates.

Such investigation should include contacting counsel who have had arbitrations with the proposed arbitrator, and whose experience may illuminate whether the potential arbitrator has knowledge about the law, insight into the rules of the forum, and whether the arbitrator allows attorneys to present the case without providing too much "rope" to have full blown discovery. Does the potential arbitrator have the ability to control the tempo of the arbitration? The temperament of the arbitrator will play a significant role in the arbitration proceedings, so it is an important consideration.

Applicable law, ethical guidelines and provider rules all require potential arbitrators to disclose any known facts that might reasonably affect the arbitrator's perceived impartiality, any interest in the outcome of the proceeding or any past or present relationships with parties, their counsel, witnesses or other arbitrators.<sup>97</sup> The disclosures provided by the arbitrators should be carefully reviewed as well as all resumes provided by them or their provider organizations. The parties must object to any disclosed conflicts in a candidate's background before selection or risk waiving their objections.

Additionally, if not prohibited by the arbitration agreement or applicable provider rules, it often is permissible for a party or its counsel to contact potential arbitrators *ex parte*, to see if the arbitrator is willing to discuss their experience, process management philosophy, and availability.<sup>98</sup> Some arbitrators will only do this if all parties have the opportunity to participate with such an interview.<sup>99</sup> One of the key purposes of this discussion is to determine whether the arbitrator candidates have the "knowledge, skill, and temperament to manage the arbitration efficiently. . . . Counsel should advise the candidates of their client's expectations concerning the cost and length of the arbitration proceedings and should determine whether the candidates are able and willing to meet those expectations."<sup>100</sup> In this conversation, the parties may identify the issues in the dispute only to the extent necessary to determine the arbitrator's experience with such matters, but they must not try to discuss the merits of the case.<sup>101</sup> They may also ask for references, that is the names of counsel in other matters in which the candidate has served as an arbitrator. These references may be contacted with a view to understanding the arbitrator's management skills, preparation and diligence.<sup>102</sup>

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97 James H. Carter, et al, *Appointment, Disclosures, and Disqualification of Neutral Arbitrators*, THE COLLEGE OF COMMERCIAL ARBITRATORS' GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION 7, 17 (James M. Gaitis, Ed. 3d ed. 2014 [hereinafter GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION]).

98 *Id* at 8-9.

99 *Id* at 9.

100 PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 63.

101 James H. Carter, et al, *Appointment, Disclosures, and Disqualification of Neutral Arbitrators* 7, 9, GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION *supra* note 97.

102 Chernick, *The "Managerial" Arbitrator Model*, *supra* note 13, at 7.

## VI. Alternative Billing

Alternative fee arrangements is a subject that has found its way into the arbitration discussion. Specifically, the query becomes how alternative billing fits into the arbitration process, and whether such fee agreements may be better suited for arbitration proceedings as opposed to conventional litigation.

It is imperative to actually identify and understand what alternative fee arrangements are before weighing their potential benefits to the arbitration process. The most common alternative fee arrangements are: (i) flat fees, (ii) retainers; (iii) contingency fees; (iv) reverse contingency; (v) blended rate; and (v) reduced hourly rate with a kicker.

The flat fee arrangement is a fixed sum for a scope of legal services.<sup>103</sup> While it may seem straightforward, there can be numerous variations depending upon the common goals and type of matter. For instance, it may entail a group of cases wherein the party wishes to lump cases into one pool for a fixed amount.<sup>104</sup> Another variation of the flat fee scenario is where there is one case that the party wants handled for a single fee.<sup>105</sup> A hybrid of this single case may occur where the party wishes to have a certain phase conducted for a flat fee (i.e., pleadings, depositions, motions, arbitration preparation or the final hearing).<sup>106</sup> These phases can be priced separately, with a predetermined sum for each phase.<sup>107</sup> If the phase does not occur, the fee for that portion of the matter would not apply. Yet another variation of the single case flat fee is where the party agrees to a fixed monthly sum, which is paid so long as the matter is active regardless of the amount of work that is completed that month.<sup>108</sup>

The next alternative fee arrangement is the retainer formula. An example of this approach is when a party pays a standard monthly fee for a defined scope of work. It is common in transactional matters wherein a client wants access to a lawyer for internal issues to address issues such as contracts, and other routine topics.<sup>109</sup> In litigation, the retainer model is commonly utilized to offset uncertainty. For example, a large business which finds a benefit in early resolution of certain claims may find it more cost-effective or efficient to have a lawyer on retainer to handle certain initial matters (i.e., to the point of filing written discovery, or to the point of the first settlement meeting).<sup>110</sup>

The next model under the alternative billing system is the contingency-fee arrangement.<sup>111</sup> This may be the most commonly known approach due to its wide-spread use in personal injury matters. It is also becoming more prevalent in commercial litigation cases. Under this approach, a party agrees to pay its counsel a specified percentage of a defined sum.

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<sup>103</sup> See, e.g., *What Is, And Is Not, An Alternative Fee Arrangement*, American Bar Association, Law Technology Today, Dec. 10, 2014, <http://www.lawtechnologytoday.org/2014/12/what-is-and-is-not-an-alternative-fee-arrangement>; see also *Alternative Fee Arrangements: A Primer*, American Bar Association, Section of Litigation, July 23, 2013, [https://www.americanbar.org/news/abanews/aba-news-archives/2013/08/alternative\\_fee\\_arra.html](https://www.americanbar.org/news/abanews/aba-news-archives/2013/08/alternative_fee_arra.html).

<sup>104</sup> See *id.*

<sup>105</sup> See *id.*

<sup>106</sup> See *id.*

<sup>107</sup> See *id.*

<sup>108</sup> See *id.*

<sup>109</sup> See *id.*

<sup>110</sup> See *id.*

<sup>111</sup> See *id.*

The next method is the reverse contingency fee model.<sup>112</sup> Unlike the traditional contingency fee agreement, the fees are calculated as a percentage of the amount saved for the client who is a defendant in a lawsuit.<sup>113</sup> The base amount from which savings are calculated are agreed upon in advance between the party and its counsel.<sup>114</sup> This scenario is most commonly implemented when damages are clear but liability is contested.<sup>115</sup>

Another methodology is the blended rate.<sup>116</sup> Under this model, a party calculates the average rate for the time-keeper lawyers on the file and then applies that rate across the board, whether the time spent is by a partner or an associate.<sup>117</sup>

Finally, there is the approach wherein the law firm charges a reduced hourly rate with a kicker.<sup>118</sup> This can have several sub-modifications. One typical modification is where the party pays its counsel the reduced hourly rate with an agreement that the rate will be increased if the matter is resolved within a set time frame (i.e., within 9 months). The premise is that cases become more expensive as time passes so there is an incentive to have matters resolved earlier in the arbitration process.<sup>119</sup> Thus, the law firm receives a performance bonus of sorts if it can get the action completed within a certain time limit.

There is no absolute test to determine when alternative billing is better suited for one matter versus another action. However, one thing is for certain. There may be instances when these types of agreements are more efficient or desirable for parties engaged in the arbitration process. By its very nature, arbitration is designed to be a more cost-effective approach to resolving disputes as opposed to litigation. This is accomplished through limited discovery, limited motion practice, as well as overall limited rules of evidence and procedure.

If the goal of arbitration is to provide a mechanism for resolution with hastened pace, surely alternative billing could have a place in this process. For example, utilizing a flat fee may prove beneficial for both the client and its counsel if the matter does not involve overly complex issues, and there is some certainty as to the outer length of time for the final hearing. The flat fee scenario could provide both the client and its attorney with the definiteness of any fees while traversing through the final hearing. Thus, while there may be uncertainty as to the outcome of the hearing, there would be some certainty as to the maximum fees being expended. The hybrid of the flat fee could prove financially more feasible as well. This would entail the arrangement wherein the attorney might agree to conduct pre-hearing matters (witness disclosures, exhibit list preparation, pre-hearing statements) for a fee certain. Thereafter, the final hearing could be conducted on an hourly basis. This would allow the client to have some certainty for various work for budgeting purposes, while at the same time not limiting the attorneys' ability to bill hourly for the final hearing.

Another potentially viable option for arbitration proceedings might be a reverse contingency fee agreement. This type of fee structure would likely come into play when the amount of damages is readily determinable, and is not the contested issue in the arbitration. Instead, the dispute is centered upon liability. In this circumstance, the client and its counsel would determine what percentage of savings would apply in order for the attorney to receive the contingency. The reverse contingency fee agreement provides incentive for counsel in the arbitration proceeding to keep the process efficient while also focusing on attacking liability for

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112 *See id.*

113 *See id.*

114 *See id.*

115 *See id.*

116 *See id.*

117 *See id.*

118 *See id.*

119 *See id.*

the client. This type of agreement would require counsel to work closely in conjunction with the client, which could serve the benefits of the arbitration process.

The reduced hourly rate with a kicker may prove to be the most useful tool for arbitration. This arrangement would benefit the client by permitting it to pay a reduced hourly rate for its legal services during the arbitration process. The client also has an interest in ensuring that the overall arbitration process is resolved within a set reasonable time frame. This model fits with the arbitration premise inasmuch as it incentivizes the party's attorney to keep the process as economical as possible. As its reward of sorts, the law firm receives an increased amount that can be applied to the hourly rate.

## VII. How to manage an arbitration to effect savings and expedite the proceedings

There are two inter-related ways to control the cost of arbitration: first, limit the amount of discovery, and number of procedural disputes, motions, and unnecessary hearings or hearing time, and second, shorten the duration of the arbitration from beginning to end. These two approaches have been the subject of considerable study, discussion, and writing. As noted earlier, cooperation by all participants in a proceeding that is intended to balance efficiency, cost and fairness may be the most effective way to realize the goal of making arbitration a better dispute resolution than litigation. But parties to a dispute may not feel particularly cooperative, which is when the arbitration agreement, the arbitral rules, and the arbitrator's management skill and philosophy become important.

### A. Time is money

It is logical that the longer an arbitration takes, the more expensive it will be. Very simply, longer arbitrations will generate expenditure of more attorney and arbitrator hours, at greater expense to the parties. In addition, there are other, significant costs that result to the parties the longer a business dispute takes to reach resolution.

Recently, an economic research and consulting firm, Micronomics, compared the length of time it took to resolve disputes in federal courts in 12 states against the duration of commercial arbitrations filed with AAA from 2011 to 2015.<sup>120</sup> Its resulting report, *Efficiency and Economic Benefits of Dispute Resolution Through Arbitration Compared with U.S. District Court Proceedings*, concludes that the federal cases took an average of 12 months longer to get to trial than the arbitrations took to get to final hearing.<sup>121</sup> Federal cases that went on appeal took at least 21 months longer than did the arbitrations during the same time.<sup>122</sup> Such delays should have been of tremendous concern to parties, if they wanted quick, clear resolution of disputes and the ability to move on.<sup>123</sup> Additionally, economists have long known that delay in dispute resolution has direct and indirect financial costs to the businesses involved.<sup>124</sup> As long as a dispute is unresolved, the resources at issue are "removed from circulation", as neither party

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<sup>120</sup> For example, for 2015, they compared 1375 AAA cases with 217,288 cases in the federal courts of California, NY, Texas, Florida, Pennsylvania, Maryland, Georgia, New Jersey, Michigan and Illinois.

<sup>121</sup> Roy Weinstein, Cullen Edes, Joe Hale & Nels, Pearsall, *Efficiency and Economic Benefits of Dispute Resolution Through Arbitration Compared with U.S. District Court Proceeding*, 2, [www.Micronomics.com](http://www.Micronomics.com).

<sup>122</sup> *Id.* at 2.

<sup>123</sup> *Id.* at 10.

<sup>124</sup> *Id.* at 3-4.

can count on receiving or keeping these resources and putting them to use.<sup>125</sup> Delay in resolution of disputes may reduce incentives to start or invest in existing businesses, may deteriorate the security of property rights, and limit the possibilities of obtaining loans and conducting other current and future business activities.<sup>126</sup> Delay allows more interest to accrue on any award, thereby increasing the losing party's liability.<sup>127</sup> Additionally, the longer a matter is pending, the greater the loss of time, energy and focus of the parties' executives and other employees, at the expense of revenue-generating business opportunities.<sup>128</sup>

Consequently, the economists at Micronomics estimated that the increased delay in litigation vs. arbitration in the cases they reviewed between 2011 and 2015 resulted in an increase of indirect costs to the businesses involved of at least \$10.9 billion.<sup>129</sup> Additional time for appeals added at least another \$20 billion.<sup>130</sup> This loss analysis excluded increased direct costs, such as fees for arbitrators, attorneys, experts, additional discovery and other related process costs.

Because the time it takes to resolve a case increases the attendant costs to the parties in so many ways, participants in an arbitration should consider how best to ensure the proceeding is as expeditious and cost effective as possible.

## *B. Controlling expense and delay*

### *1. Discovery*

The expansion of discovery in arbitration is the primary cause of increased cost and a longer arbitration process.<sup>131</sup> This is not surprising as the same is true of litigation.<sup>132</sup> "Although many arbitrators and some arbitration rules aim to hold the line on discovery, it is not unusual for legal advocates to agree to litigation-like procedures for discovery, even to the extent of employment of standard civil procedural rules."<sup>133</sup> The advent of electronic discovery has compounded the cost and time involved in document discovery to the extent advocates seek the type of eDiscovery they usually obtain in litigation. Their business clients may agree with a broad discovery strategy, for a number of reasons, but doing so effectively deprives the process of the cost and time savings that arbitration is supposed to provide. That creates a challenge for arbitrators who want to strike a balance between fairness and efficiency, and yet honor the rule that arbitration is a creature of contract.

While all of the participants to the arbitration process bear responsibility for morphing arbitration into litigation, the advocates are most perfectly situated to stop the process from defaulting into full blown discovery. First, if the arbitration agreement or the referenced rules specify expedited or otherwise limited discovery for a given matter, then, the attorneys should

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<sup>125</sup> *Id.* at 3-4.

<sup>126</sup> *Id.* at 6.

<sup>127</sup> *Id.* at 19-20.

<sup>128</sup> *Id.* at 25.

<sup>129</sup> *Id.* at 4.

<sup>130</sup> *Id.* at 4.

<sup>131</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 6.

<sup>132</sup> "According to a 1999 study, document discovery alone accounts for 50% of litigation costs in the average case and 90% in active discovery cases." PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 6.

<sup>133</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 6.



give serious consideration to how and whether they can adequately prepare for the ultimate hearing within such constraints, before asking for more discovery than specifically allowed. Not only should counsel seek less document discovery than in litigation, they should plan on fewer depositions and, absent very good reason, not seek to use interrogatories or requests for admission. Moreover, they should consult with their clients before seeking expanded discovery, and in the process of such discussions, they should provide their clients with realistic cost estimates as part of their justification for seeking a strategy at odds with the arbitration model adopted by the governing contract and rules. Similarly, even if there are no contractual or other restraints on discovery, counsel should perform the same analysis and conferral with their clients, and then ask only for what discovery they need, the costs of which are proportionate to the relief sought.

However, unless the arbitration agreement states otherwise, the parties' right to discovery is still subject to arbitrator approval, who is given authority to supervise discovery in most arbitration rules. The arbitrator's supervision of this early stage of the proceedings will reinforce the need for cooperation and make clear that parties who are unreasonable or overreaching may lose credibility.<sup>134</sup> "The most valuable role an arbitrator can play is to persuade the parties that discovery proportional to the complexity of the dispute will give counsel what they need without burdening the parties with unnecessary expense of delay."<sup>135</sup> The arbitrator should require whenever possible that the parties agree to any expansion of discovery and should always seek to establish limits on discovery. An excellent template for arbitrator control of discovery is provided by the JAMS Recommended Arbitration Discovery Protocols.<sup>136</sup> These Protocols list 27 factors which an arbitrator should consider in determining the scope of discovery proper for a given proceeding and, provide, *inter alia* for limited depositions and e-discovery, expedited resolution of discovery disputes.

## 2. Motion Practice

It has been suggested that after discovery, motion practice is the second leading cause of cost and delay in commercial arbitrations.<sup>137</sup> It is the responsibility of the arbitrator to make clear which kinds of motions are disfavored, such as motions directed to technical "pleading" deficiencies, discovery disputes, evidentiary motions, and dispositive motions with a less than reasonable chance of success. The arbitrator should establish a procedure for processing permissible motions quickly and efficiently, and only in the event of failed conferral among counsel. Motions should only be allowed when necessary to enforce prior rulings or agreements, or when there is a reasonably likelihood of streamlining or focusing the arbitration process. Even then, the arbitrator may require the parties to justify the need for such motions by an exchange of letters, subject to page limitations, and then, if possible, resolve the issue based on this correspondence. The arbitrator should request briefing only when necessary, and, possibly, allow a telephonic hearing. The arbitrator needs to rule promptly on these motions and requests for motions and in doing so, consider the relief requested within the context of the purposes and constraints of arbitration. For example, an early ruling on a partially or fully dispositive legal issue might well be consistent with the need for a quick resolution or for cost savings. On the other hand, rulings on discovery are usually within the arbitrator's discretion, but denial of

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<sup>134</sup> Chernick, *The "Managerial" Arbitrator Model*, *supra*, note 13, at 7.

<sup>135</sup> *Id.*

<sup>136</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 73.

<sup>137</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 73.

discovery to a party may deprive it of the ability to prove its case in a proceeding without appellate review.

### 3. *Efficient and effective preliminary conference and case management.*

According to the PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, “The single greatest tool for achieving a fair and efficient commercial arbitration is a well conducted preliminary conference.<sup>138</sup> As described in Chapter 6 of GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION,<sup>139</sup> the arbitrator, the parties, and their counsel should thoroughly prepare to discuss the issues listed on an agenda provided in advance by the arbitrator. The agenda should be tailored to the dispute, and usually cover most of the issues listed in section II.D. of this paper, or in the discussion of the preliminary conference in the aforementioned PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, AND Chapter 6 of the GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION. The parties should try to reach agreement on each issue in advance of the conference, with the arbitrator ruling on issues of dispute, when necessary. One of the most important issues, other than discovery and motion practice, is the establishment of a hearing schedule. The parties and arbitrator should establish hearing dates within any time frame allowed by the contract, the applicable rules, or, as soon as reasonably and practically possible.

Then, the arbitrator should issue a case management order to memorialize the determinations made at the conference. This order and the schedule established thereby, subject to any amendments by the arbitrator, should govern the arbitration thereafter, and the arbitrator should only permit departure for good cause.

### 4. *Conducting a fair but expeditious final hearing.*

The conduct of the evidentiary hearing offers many opportunities for the parties and arbitrators to effect significant savings of time and expense. As the authors of the PROTOCOLS FOR EXPEDITIOUS, COST EFFECTIVE COMMERCIAL ARBITRATION explain:

Every day of a hearing, in which one or more lawyers, paralegals, client representatives and witnesses are in attendance, having prepared hours for that day's events, typically costs a client many thousands of dollars. While it is certainly important that the proceedings be fair and contribute to a sound result, it is also important that the proceedings be efficient and respectful of the parties' time and money. Conducting a fair but efficient hearing is almost entirely in the hands of the arbitrators and is the best hallmark of a truly accomplished commercial arbitrator.<sup>140</sup>

First, unless there is a sound reason for bifurcation of the hearing by subject matter, the hearing days should be set consecutively, and with sufficient time to conclude the hearing in one continuous time period. Second, there are many ways to expedite the introduction of evidence at the hearing that are not available in a court trial. Unless the arbitrator is required by agreement to follow formal rules of evidence, little time should be wasted on evidentiary objections other than privilege. Counsel and the arbitrator should concentrate on the probative nature of evidence, not its admissibility. At the same

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<sup>138</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7, at 70.

<sup>139</sup> *Supra* note 7, at 87.

<sup>140</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION, *supra* note 7 at 75.

time, the arbitrator should make clear that duplicative or cumulative evidence is neither necessary nor will it be given weight. The participants should establish an order of proof that makes sense given the issues and consider whether evidence should be submitted in phases, perhaps allowing for the ruling on threshold issues that may resolve the rest of the case. Joint exhibits should be submitted, and a process for submission of unobjectionable exhibits *en mass* should be established. The parties and arbitrator should consider whether testimony can be submitted in writing, pre-recorded, or whether to take witnesses out of turn, and how testimony can be obtained from witnesses who are not subject to subpoena for the hearing. Expert testimony should be introduced in a way that highlights the areas of disagreement, and possibly should be offered at the same phase of the hearing, one after another, in a process that has been referred to as “hot-tubbing”. Finally, any pre and post hearing briefing, if allowed, should be limited both as to the timing and length to only that which the arbitrator needs.

*C. Decisions to save time and money need not sacrifice a fair, well-reasoned decision.*

Undertaken with care, efforts to save time and expense should not imperil fairness of the proceeding or the quality of the arbitrator’s decision making. The many decisions that the parties, their counsel and arbitrators can make to alter the current, objectionable trend of arbitration to cost as much and last as long as litigation must be made recognizing that each case may be unique, the parties needs and goals will likely differ, and that a “well run arbitration will at some level be custom-tailored for the particular case.”<sup>141</sup> Nevertheless, the example provided by expedited construction adjudication in Britain, and the well-reasoned procedures afforded by the JAMS or AAA expedited rules, discussed above, argue in favor of the conclusion that resolving disputes on an expedited basis, following limited discovery, need not sacrifice quality.

Just as there is no guarantee of a just and fair resolution of a lawsuit, no matter how long it takes to get to trial and how much money is spent in discovery and motion practice, so, there is no guarantee of the quality of an arbitral decision. In both types of dispute resolution, the parties must do their best to effectively prepare and put on their cases. Witnesses must be persuasive, credible and available for hearing. Exhibits must be understandable. But the difference is, that in arbitration, all involved should benefit if they cooperate with the arbitrator(s), who is managing the process in a way that is efficient, cost effective, but fundamentally fair, and so that the arbitrator has only the evidence needed to render a well-reasoned decision, as quickly as reasonably possible.

## **VIII. The Arbitration Award**

### **A. Monetary and Non-monetary Relief**

The flexibility of arbitration proceedings extends to the award that is given. Arbitration awards need not be limited to monetary determinations, although it is important to note that some states will impose limitations on the types of awards that arbitrators can provide. For example, while the FAA permits an arbitrator to award punitive damages, punitive damages are typically not permitted by New York law.<sup>142</sup> Furthermore, JAMS and AAA Rules expressly provide that the relief granted by the arbitrator can include any remedy or relief that the arbitrator deems

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<sup>141</sup> PROTOCOLS FOR EXPEDITIOUS, COST-EFFECTIVE COMMERCIAL ARBITRATION *supra* note 7, at 23.

<sup>142</sup> *Garrity v. Lyle Stuart, Inc.*, 40 N.Y.2d 354, 356

necessary, and within the scope of the agreement of the parties, including, but not limited to, equitable and injunctive relief, and specific performance of a contract.<sup>143</sup>

### B. Costs & Fee shifting provisions

Whether an arbitrator can award costs and fees to one or more parties is a function of both the applicable rules and the arbitration agreement itself. Both JAMS and AAA rules, give the arbitrator broad latitude to require one side or the other to bear the arbitration filing fees and the fees of the arbitrator, or it may divide such fees and expenses unevenly.<sup>144</sup> The arbitration agreement or applicable law will typically determine whether the arbitrator may award attorney's fees. The JAMS Comprehensive rules and AAA Rules for Construction Industry disputes currently in effect<sup>145</sup> expressly limit the arbitrator's power to make an award of attorney's fees. An award of fees is permitted only if all parties have requested attorney's fees, or if such fees are authorized by statute or by applicable agreement.<sup>146</sup>

### C. Types of Awards

Different disputes may call for different kinds of awards. In some cases, a standard award, which merely states that one party is awarded a specific dollar figure from the other party may be sufficient. But some disputes, and a construction dispute is a good example, may include numerous claims by each party against the other, and a standard award may be inadequate to explain the particulars.

#### 1. Standard

According to the AAA Rules, the Standard award consists of a "concise written financial breakdown of any monetary awards" as well as "a line item disposition of each non-monetary claim or counterclaim."<sup>147</sup> The JAMS Rules also provide, "Unless all Parties agree otherwise, the Award shall also contain a concise written statement of the reasons for the Award."<sup>148</sup> Where the dispute involves only a claim, and no counterclaims, and where the nature of the claims are not complex, such a concise award this may be sufficient for the parties' purposes.

#### 2. Reasoned

Under the AAA rules, and JAMS practice, the parties may opt for "a reasoned opinion, an abbreviated opinion, findings of fact, or conclusions of law."<sup>149</sup> As noted above, the AAA

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<sup>143</sup> AAA Commercial Rules 48(a); JAMS Comprehensive Rules 24(c)(e).

<sup>144</sup> The arbitrator "may assess and apportion the fees, expenses and compensation related to such award as the arbitrator deems is appropriate." AAA Commercial Rules 48(b). *See also*, JAMS Comprehensive Rule, 24(f); Benedict P. Morelli & Associates, P.C. v. Shainwald, 49 A.D.3d 476 (1<sup>st</sup> Dep't 2008) (distinguishing arbitrator's award unequally allocating fees from punitive damages).

<sup>145</sup> Construction Industry Arbitration Rules of the American Arbitration Association, Effective July 1, 2016 ("AAA Construction Rules")

<sup>146</sup> AAA Construction Rules 48(d)(ii); JAMS Comprehensive Rules 24(g).

<sup>147</sup> AAA Construction Rules 47(b).

<sup>148</sup> JAMS Comprehensive Rules 24(h).

<sup>149</sup> AAA Construction Rules 47(c).

Rules require the parties to commit to the form of award at the time of preliminary hearing.<sup>150</sup> While a standard award includes not only the relief awarded to each side, the reasoned award adds a detailed explanation, and may include the findings and the law, similar to a court's bench decision which includes findings of fact and conclusions of law. While it would seem that the parties would appreciate as much insight as possible into the Arbitrator's reasoning, such awards are not always looked upon with favor by arbitrators and parties alike for similar reasons. First, the reasoned award could require a more detailed final submission by counsel, which may involve greater expense. In addition, the parties will have to bear the expense of the arbitrator's work preparing a reasoned award, which takes far more time to craft by the arbitrator or arbitration panel than a standard award, and since arbitrators typically charge by the hour, this can drive up the expenses in the post-hearing period. Arbitrators may wish to avoid more detailed awards, especially where there is no stenographic record, because capturing the specific testimony which supports particular findings can be challenging. In addition, while the bases to challenge awards are narrow, arbitrators will generally worry that the more content to the decision, the greater the possibility that one party or the other will find fault or error in the decision.

### 3. In Between

Once again, the flexibility of arbitration allows the parties to customize the process. If the arbitrator agrees, both JAMS and AAA Rules permit the parties to fashion the form of award. Since each dispute has a degree of uniqueness, the permutations of a particular case may suggest that a combination of methods is the best. Advocates and parties would be well-advised to conduct an early evaluation of the kind of award which will best suit their needs in a particular dispute.

#### D. Will aspects of the award impact companion litigation?

Arbitration and litigation are not always compatible. For example, arbitration is a contract right which can be waived, and one way to do so is to engage in litigation.<sup>151</sup> However, "[n]ot every foray into the courthouse effects a waiver of the right to arbitrate."<sup>152</sup> Construction projects of magnitude will have multiple levels of contract; a prime contract or contracts with the owner, the prime contractor's subcontracts with the subcontractors or trade contractors, sub-subcontracts, supply agreements with subcontractors, and so on. In addition, there may be lateral agreements, such as the owner's agreement with a design professional, or with a construction manager, and there may also be mechanic's liens filed and surety bonds, or even multiple levels of surety bonds. The existence of such external disputes can mean that the arbitration award may have impact beyond the contract dispute which is the genesis of the arbitration.

#### 1. Mechanic's Liens

Because mechanic's liens are a statutory remedy, practitioners may not rely entirely upon arbitration proceedings to preserve the rights of a mechanic's lienor. However, contractual dispute resolution procedures can be dispositive of the rights of the lienor and those with whom

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<sup>150</sup> *Id.*

<sup>151</sup> *Sherrill v. Grayco Builders*, 64 N.Y.2d 261, 272 (N.Y. 1985).

<sup>152</sup> *Id.* at 273.

the lienor has contractual privity.<sup>153</sup> Accordingly, by reason of the concepts of collateral estoppel and *res judicata*, the determination in an arbitration may be relied upon by a court to determine the threshold issue of contractual liability as between lienor and the party contractually upstream. However, to ensure clarity, the advocate may wish to alert the arbitrator or arbitration panel to the existence of the companion lien or lien foreclosure action so that appropriate findings are included in any arbitration award.

## 2. Surety Bond

Where the bonded contract includes an arbitration provision, and the principal has engaged in arbitration, it is historically true that the surety will be bound by the substantive determination concerning the parties' contract rights. However, the surety remains at liberty to litigate the defenses otherwise available to the surety under the applicable bond (such as that the claim is barred by the bond's limitations of actions provision).<sup>154</sup> Conversely, where the surety steps into its principal's rights to the underlying agreement, some courts have ruled that the surety is bound to arbitrate.<sup>155</sup> But there is a lack of consistency among jurisdictions on this point.<sup>156</sup>

## 3. Litigation at other levels (e.g., dispute between owner and GC impacting litigation between GC and sub).

If an alleged scope gap originates at the prime contract level, that gap can have a ripple effect down the contractual chain, and across to the design professional. As a result, construction disputes frequently implicate multiple levels of contract. Unless the project agreements are coordinated, the disputes may be subject to resolution in different fora.<sup>157</sup> For example, the 2007 version of American Institute of Architects family of documents provide for the parties to select dispute resolution, and arbitration is among the choices. If arbitration is consistently chosen up and down the chain, then those proceedings could be consolidated. However, in some cases, the owner's agreement with a design professional may contain a non-consolidation

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<sup>153</sup> See, e.g., *Cava Constr. & Dev., Inc. v DAB Group LLC*, 2010 N.Y. Misc. LEXIS 5203 (N.Y. Sup. Ct. Oct. 25, 2010) (staying N.Y. Lien Law §59 demand for foreclosure until completion of pending arbitration proceeding).

<sup>154</sup> *Fid. & Deposit Co. of Maryland v. Parsons & Whittemore Contractors Corp.*, 48 N.Y.2d 127, 128 (N.Y. 1979).

<sup>155</sup> *Matter of Int'l Fidelity Ins. Co. (Saratoga Springs Public Library)*, 236 A.D.2d 719, 720 (N.Y.A.D. 3d 1997); *Liberty Mut. Ins. Co. v. N. Picco & Sons Contracting Co., Inc.*, 2008 U.S. Dist. LEXIS 4915 (S.D.N.Y. January 16, 2008).

<sup>156</sup> *Compare Developers Surety and Indemnity Co. v. Carothers Construction, Inc.* 2017 U.S. Dist. LEXIS 111021 (D.S.C. July 18, 2017) (holding that surety was bound to arbitrate performance bond dispute by virtue of an arbitration agreement in the underlying contract) with *Developers Surety and Indemnity Co. v. Carothers Construction, Inc.*, 2017 U.S. Dist. LEXIS 135949 (D. Kansas August 24, 2017) (holding that surety was not bound to arbitrate performance bond dispute by virtue of an arbitration agreement in the underlying contract).

<sup>157</sup> *L.A. Wenger Contracting Co., Inc. v. Kreisler Borg Florman General Const. Co., Inc.*, 43 A.D.3d 305 (1<sup>st</sup> Dep't 2007) (subcontractor was not unambiguously bound to dispute resolution provision by virtue of flow-down provision requiring subcontractor to comply with prime contract dispute provisions where submission of dispute by prime contractor to city dispute review board, with which subcontractor had no privity).

provision, which has the effect of preventing any dispute with the design professional to be consolidated with the owner's arbitration with a prime contractor.

## IX. Post-Hearing

### A. Challenge to Award and Appellate Remedies

To protect the sanctity and finality of arbitration, few bases to challenge arbitration awards are permitted. In general arbitration awards are presumed valid.<sup>158</sup> The clear intent of this general rule is to prevent the loser from re-litigating the case in court after an unsatisfactory award is rendered. Orders compelling arbitration are not ordinarily appealable, as the parties must wait until arbitration is complete and an appeal is filed on the judgment.<sup>159</sup> However, appellate remedies are available when the parties are denied arbitration or when an order is issued granting stay of arbitration.<sup>160</sup> Parties can also appeal an arbitration award if there is a showing of evident partiality on behalf of the arbitrator.<sup>161</sup> Similarly, challenges to award may be permitted for instances of arbitrator impropriety or abuse.

When parties decide to arbitrate, they not only give up their right to be heard in a court of law, but also forgo the protections the courts provide. Parties present their disputes to an arbitrator who often is "not bound by substantive law or the rules of evidence."<sup>162</sup> Arbitration can be a form of "rough" justice because the arbitrator applies his own interpretation of the law to the facts and determines the outcomes as he sees fits, even if the relief exceeds the parties requested remedy.<sup>163</sup>

In addition to parties giving up the protections of the courts, they waive the right to appeal, unless they have agreed to consensual appellate procedures, such as the optional appellate procedures allowed by JAMS. Otherwise, appellate remedies for challenging an arbitration award are scarce. A court cannot vacate an arbitrator's award, even if the decision clearly goes against the rules of law.<sup>164</sup>

As one court<sup>165</sup> ruled:

An arbitration award should not be vacated unless it is violative of a strong public policy, is totally irrational, or clearly exceeds a specifically enumerated limitation on the arbitrator's power. . . . An arbitrator is not bound to abide by the principles of substantive law or rules of procedure which govern the traditional litigation process . . . Arbitrators do not even have to make findings, specify the formula used in calculating the award, or indicate the bases for the award. . . . Moreover, arbitrators do not have to justify their awards. It must merely be evident upon a

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<sup>158</sup> *Setting aside arbitration award*, 67 A.L.R.5<sup>th</sup> 179, 2b.

<sup>159</sup> *Muao v. Grosvenor Props., Ltd.*, 99 Cal. App. 4th 1085, 1088-89, 122 Cal. Rptr. 2d 131, 134 (2002).

<sup>160</sup> David B. Harrison, J.D., Annotation, *Appealability of state court's order or decree compelling or refusing to compel arbitration*, 6 A.L.R.4th 652, 2a.

<sup>161</sup> *Setting aside arbitration award*, 67 A.L.R.5th 179, 2b.; *see also* *Team Scandia v. Greco*, 6 F. Supp. 2d 795, 798 (S.D. Ind. 1998) (finding parties agreeing to binding arbitration waive their right to appeal on the merits, but not their right to appeal based on the arbitrator's bias).

<sup>162</sup> *Silverman v. Benmor Coats, Inc.*, 61 N.Y.2d 299, 308, 473 N.Y.S.2d 774, 779, 461 N.E.2d 1261, 1266 (1984) (citation omitted).

<sup>163</sup> *Id.*

<sup>164</sup> *Id.*

<sup>165</sup> *Salco Constr. Co. v. Lasberg Constr. Assocs.*, 249 A.D.2d 309, 309-310 (N.Y. App. Div. 1998)

reading of the record that there exists a rational basis for the award .... On the record before us, we find no basis to vacate the award. [internal cites omitted] As a result, often the only appellate relief parties can seek is to claim violation of §10 of the FAA, for violations of public policy, or when the award is arbitrary and capricious.<sup>166</sup>

B. Enforcement Considerations (FAA and State acts)

The enforcement of arbitration awards has generated judicial controversy, based on the apparently discretionary and mandatory language used in section 9 of the FAA:

If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, . . . then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11.<sup>167</sup> (emphasis added).

The issue among the circuits is whether the statute imposes a discretionary or mandatory one-year statute of limitations on parties seeking to confirm arbitration awards.<sup>168</sup> The Fourth and Eighth Circuits implemented a discretionary interpretation, but the Second Circuit implemented a mandatory interpretation.<sup>169</sup>

Under the discretionary interpretation, the word “may” calls for permissive action unless it conflicts with legislative intent, history, or purpose.<sup>170</sup> The language of the statute states, “any party 'may apply' for a confirmation order, but the court 'must grant' the order absent a modification or vacation under § § 10 or 11.”<sup>171</sup> The Fourth Circuit found Congress intended “may” to be discretionary since both discretionary and mandatory wording was used throughout section 9.<sup>172</sup>

The mandatory interpretation, as adopted by the Second Circuit, holds all summary confirmation awards filed after one-year are time-barred due to a firm one-year statute of limitation.<sup>173</sup> This interpretation is based on the Supreme Court’s conclusion that “may” could be read as discretionary but was not “necessarily conclusive of congressional intent to provide for a permissive or discretionary authority.”<sup>174</sup> Further, a party seeking to alter the arbitration award must, within three months of the award being filed or delivered, provide notice to the adverse party or his attorney that a motion has been made to vacate, modify, or correct an award.<sup>175</sup>

If the arbitration agreement is not governed by the FAA, then parties can turn to the

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<sup>166</sup> *Id.*; *Amalgamated Transit Union v. Green Bus Lines, Inc.*, 50 N.Y.2d 1007, 1008, 431 N.Y.S.2d 680, 680-81, 409 N.E.2d 1354, 1354-55 (1980); *Rochester City Sch. Dist. v. Rochester Teachers Ass’n*, 41 N.Y.2d 578, 582, 394 N.Y.S.2d 179, 182, 362 N.E.2d 977, 980 (1977).

<sup>167</sup> *A Sure and Expedited Resolution*, at 890; 9 U.S.C. § 9.

<sup>168</sup> *A Sure and Expedited Resolution*, at 891.

<sup>169</sup> *Id.*

<sup>170</sup> *Id.*, at 895.

<sup>171</sup> *Id.*

<sup>172</sup> *Id.*

<sup>173</sup> *Id.*, at 898.

<sup>174</sup> *Cortez Byrd Chips v. Bill Harbert Constr. Co.*, 529 U.S. 193, 198 (2000); see also *United States v. Rodgers*, 461 U.S. 677, 706 (1983) (finding “may” implies discretionary action but can be overcome if it conflicts with legislative intent or the structure and purpose of the statute.)

<sup>175</sup> 9 U.S.C. § 12.



enforcement provisions of their state's arbitration statute.<sup>176</sup> Eleven states comport with the FAA's one-year statute of limitation to confirm awards.<sup>177</sup> The remaining thirty-nine states and the District of Columbia have different statutes of limitations for confirming an award, or look to their state's general statute for execution of a judgment.<sup>178</sup>

In order to advance the validity of arbitration, Congress and the states need to ensure arbitration statutes provide clear language and legislative intent, whether mandatory or permissive, to ensure parties cannot find loopholes to delay or vacate an arbitration award.

## **X. Conclusion**

Sureties and other participants in construction disputes can improve the effectiveness of the arbitration process by planning on the front end before a dispute arises. Drafting a well-written agreement can help the parties and the arbitrator maintain control over costs, scheduling and procedures. The Travelers Performance Bond Form appended hereto illustrates such an effective agreement.

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<sup>176</sup> *A Sure and Expedited Resolution of Disputes, supra* at 915-16.

<sup>177</sup> *Id.*

<sup>178</sup> *Id.* at 916.

**FORM 6**  
**(FULL AND PUBLIC DISCLOSURE OF FINANCIAL**  
**INTERESTS FOR THE YEAR 2019)**

**OF FINANCIAL INTERESTS**

Please print or type your name, mailing address, agency name, and position below:

**FOR OFFICE USE ONLY:**

LAST NAME — FIRST NAME — MIDDLE NAME:  
Renzio Bryan Robert

MAILING ADDRESS:  
205 Odom's Mill Blvd.

CITY: ZIP: COUNTY:  
Ponte Vedra Beach 32082 St. Johns

NAME OF AGENCY:  
Seventh Judicial Circuit

NAME OF OFFICE OR POSITION HELD OR SOUGHT:  
Circuit Judge

CHECK IF THIS IS A FILING BY A CANDIDATE

**PART A -- NET WORTH**

Please enter the value of your net worth as of December 31, 2019 or a more current date. [Note: Net worth is not calculated by subtracting your reported liabilities from your reported assets, so please see the instructions on page 3.]

My net worth as of December 31, 20 19 was \$ \$1,282,166.28.

**PART B -- ASSETS**

**HOUSEHOLD GOODS AND PERSONAL EFFECTS:**

Household goods and personal effects may be reported in a lump sum if their aggregate value exceeds \$1,000. This category includes any of the following, if not held for investment purposes: jewelry; collections of stamps, guns, and numismatic items; art objects; household equipment and furnishings; clothing; other household items; and vehicles for personal use, whether owned or leased.

The aggregate value of my household goods and personal effects (described above) is \$ 3,975

**ASSETS INDIVIDUALLY VALUED AT OVER \$1,000:**

DESCRIPTION OF ASSET (specific description is required - see instructions p.4)	VALUE OF ASSET
Residence (205 Odom's Mill Blvd., Ponte Vedra Beach, FL 32082)	558,000.00
Bank Account (Wells Fargo)	\$4,837.48
Bank Account (Wells Fargo)	\$10,783.79
See Attached Sheet	

**PART C -- LIABILITIES**

**LIABILITIES IN EXCESS OF \$1,000 (See instructions on page 4):**

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
Student Loan (American Educational Services)(P.O. Box 2461, Harrisburg, PA 17105)	\$23,305.46
Student Loan (US Dept. of Education)(P.O. Box 105193, Atlanta, GA 30348)	\$25,148.16
Mortgage for Residence (Fidelity Bank)(9802 Old Baymeadows Rd., Jacksonville, FL 322)	\$355,116.74

**JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:**

NAME AND ADDRESS OF CREDITOR	AMOUNT OF LIABILITY
None	N/A
N/A	N/A
N/A	N/A

**PART D -- INCOME**

Identify each separate source and amount of income which exceeded \$1,000 during the year, including secondary sources of income. Or attach a complete copy of your 2019 federal income tax return, including all W2s, schedules, and attachments. Please redact any social security or account numbers before attaching your returns, as the law requires these documents be posted to the Commission's website.

I elect to file a copy of my 2019 federal income tax return and all W2's, schedules, and attachments.  
 [If you check this box and attach a copy of your 2019 tax return, you need not complete the remainder of Part D.]

**PRIMARY SOURCES OF INCOME (See instructions on page 5):**

NAME OF SOURCE OF INCOME EXCEEDING \$1,000	ADDRESS OF SOURCE OF INCOME	AMOUNT

**SECONDARY SOURCES OF INCOME [Major customers, clients, etc., of businesses owned by reporting person--see instructions on page 5]:**

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE
None	N/A	N/A	N/A
None	N/A	N/A	N/A

**PART E -- INTERESTS IN SPECIFIED BUSINESSES [Instructions on page 6]**

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2	BUSINESS ENTITY # 3
NAME OF BUSINESS ENTITY	None	None	None
ADDRESS OF BUSINESS ENTITY	N/A	N/A	N/A
PRINCIPAL BUSINESS ACTIVITY	N/A	N/A	N/A
POSITION HELD WITH ENTITY	N/A	N/A	N/A
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS	N/A	N/A	N/A
NATURE OF MY OWNERSHIP INTEREST	N/A	N/A	N/A

**PART F - TRAINING**

For officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

**OATH**

I, the person whose name appears at the beginning of this form, do depose on oath or affirmation and say that the information disclosed on this form and any attachments hereto is true, accurate, and complete.

*[Handwritten Signature]*

SIGNATURE OF REPORTING OFFICIAL OR CANDIDATE

STATE OF FLORIDA

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 9th day of

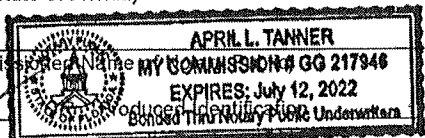
April, 2020 by Bryan Rendro

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commission Name) APRIL L. TANNER

Personally Known  Type of Identification Produced My Commission # GG 217946

EXPIRES: July 12, 2022



If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 6 in accordance with Art. II, Sec. 8, Florida Constitution, Section 112.3144, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

Signature

Date

**Preparation of this form by a CPA or attorney does not relieve the filer of the responsibility to sign the form under oath.**

**IF ANY OF PARTS A THROUGH E ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE**

## NOTICE

Annual Full and Public Disclosure of Financial Interests is due July 1. If the annual form is not filed or postmarked by September 1 an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3144, F.S. - applicable to officials other than judges]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

## INSTRUCTIONS FOR COMPLETING AND FILING FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTERESTS

### WHAT TO FILE

File only the first sheet (pages 1 and 2). **Originals are required. Photocopies, faxed copies and emailed copies will not be accepted.** A candidate who has filed Form 6 for 2019 with the Commission, prior to qualifying, may file a copy of that Form 6 at the time of qualifying.

### WHERE TO FILE

**Officeholders:** Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303;

**Candidates:** The officer before whom they qualify. **If a Form 6 is filed with a qualifying officer, it need not also be filed with the Commission.**

### WHEN TO FILE

**Officeholders:** No later than July 1, 2020.

**Candidates:** During the qualifying period.

## WHO MUST FILE FORM 6:

All persons holding the following positions: Governor, Lieutenant Governor, Cabinet members, members of the Legislature, State Attorneys, Public Defenders, Clerks of Circuit Courts, Sheriffs, Tax Collectors, Property Appraisers, Supervisors of Elections, County Commissioners, elected Superintendents of Schools, members of District School Boards, Mayor and members of the Jacksonville City Council, Judges of Compensation Claims; the

Duval County Superintendent of Schools, and members of the Florida Housing Finance Corporation Board, each expressway authority, transportation authority (except the Jacksonville Transportation Authority), bridge authority, toll authority, or expressway agency created pursuant to Chapter 348 or 343, F.S., or any other general law, and judges, as required by Canon 6, Code of Judicial Conduct.

## INSTRUCTIONS FOR COMPLETING FORM 6:

### INTRODUCTORY INFORMATION (At Top of Form):

If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, or for which you are a candidate.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held as of December 31, 2019, even if you have since left that position. If you are a candidate, check the box below your name and address.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record and is required by law to be posted to the Commission's website. Your Social Security number and bank account and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

### PART A — NET WORTH

[Required by Art. II, s. 8(a)(i)(1), Fla. Const.]


Report your net worth as of December 31, 2019, or a more current date, and list that date. This should be the same date used to value your assets and liabilities. In order to determine your net worth, you will need to total the value of all your assets and subtract the amount of all of your liabilities. Simply subtracting the liabilities reported in Part C from the assets reported in Part B will not result in an accurate net worth figure in most cases.

To total the value of your assets, add:

- (1) The aggregate value of household goods and personal effects, as reported in Part B of this form;
- (2) The value of all assets worth over \$1,000, as reported in Part B; and,
- (3) The total value of any assets worth less than \$1,000 that were not reported or included in the category of "household goods and personal effects."

To total the amount of your liabilities, add:

- (1) The total amount of each liability you reported in Part C of this form, except for any amounts listed in the "joint and several liabilities not reported above" portion; and,
- (2) The total amount of unreported liabilities (including those under \$1,000, credit card and retail installment accounts, and taxes owed).

(CONTINUED on page 4) 

## PART B — ASSETS WORTH MORE THAN \$1,000

[Required by Art. II, s. 8, Fla. Const.; s. 112.3144, F.S.]

### HOUSEHOLD GOODS AND PERSONAL EFFECTS:

The value of your household goods and personal effects may be aggregated and reported as a lump sum, if their aggregate value exceeds \$1,000. The types of assets that can be reported in this manner are described on the form.

### ASSETS INDIVIDUALLY VALUED AT MORE THAN \$1,000:

Describe, and state the value of, each asset you had on the reporting date you selected for your net worth in Part A, if the asset was worth more than \$1,000 and if you have not already included that asset in the aggregate value of your household goods and personal effects. Assets include, but are not limited to, things like interests in real property; cash; stocks; bonds; certificates of deposit; interests in businesses; beneficial interests in trusts; money owed you; bank accounts; Deferred Retirement Option Program (DROP) accounts; and the Florida Prepaid College Plan. Assets also include investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan, is your asset—not the account or plan itself.

You are not required to disclose assets owned solely by your spouse.

#### How to Identify or Describe the Asset:

- Real property: Identify by providing the street address of the property. If the property has no street address, identify by describing the property's location in a manner sufficient to enable a member of the public to ascertain its location without resorting to any other source of information.
- Intangible property: Identify the type of property and the business entity or person to which or to whom it relates. **Do not list simply "stocks and bonds" or "bank accounts."** For example, list "Stock (Williams Construction Co.)," "Bonds (Southern Water and Gas)," "Bank accounts (First National Bank)," "Smith family trust," "Promissory note and mortgage (owed by John and Jane Doe)."

#### How to Value Assets:

- Value each asset by its fair market value on the date used in Part A for your net worth.
- Jointly held assets: If you hold real or personal property jointly with another person, your interest equals your legal percentage of ownership in the property. However, assets that are held as tenants by the entirety or jointly with right of survivorship must be reported at 100% of their value.
- Partnerships: You are deemed to own an interest in a partnership which corresponds to your interest in the equity of that partnership.
- Trusts: You are deemed to own an interest in a trust which corresponds to your percentage interest in the trust corpus.
- Real property may be valued at its market value for tax purposes, unless a more accurate appraisal of its fair market value is available.
- Marketable securities which are widely traded and whose prices are generally available should be valued based upon the closing price on the valuation date.
- Accounts, notes, and loans receivable: Value at fair market value, which generally is the amount you reasonably expect to collect.

— Closely-held businesses: Use any method of valuation which in your judgment most closely approximates fair market value, such as book value, reproduction value, liquidation value, capitalized earnings value, capitalized cash flow value, or value established by "buy-out" agreements. It is suggested that the method of valuation chosen be indicated on the form.

— Life Insurance: Use cash surrender value less loans against the policy, plus accumulated dividends.

— The asset value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART C — LIABILITIES

[Required by Art. II, s. 8, Fla. Const.; s. 112.312, F.S.]

### LIABILITIES IN EXCESS OF \$1,000 :


List the name and address of each creditor to whom you owed more than \$1,000 on the date you chose for your net worth in Part A, and list the amount you owed. Liabilities include: accounts, notes, and interest payable; debts or obligations (excluding taxes, unless the taxes have been reduced to a judgment) to governmental entities; judgments against you, and the unpaid portion of vehicle leases.

You are not required to disclose liabilities that are solely your spouse's responsibility.

You do not have to list on the form any of the following: credit card and retail installment accounts, taxes owed (unless the taxes have been reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a partner (without personal liability) for partnership debts, or where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" on a note and are jointly liable or jointly and severally liable, then it is not a contingent liability.

#### How to Determine the Amount of a Liability:

- Generally, the amount of the liability is the face amount of the debt.
- The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments.
- If you are the only person obligated to satisfy a liability, 100% of the liability should be listed.
- If you are jointly and severally liable with another person or entity, which often is the case where more than one person is liable on a promissory note, you should report here only the portion of the liability that corresponds to your percentage of liability. However, if you are jointly and severally liable for a debt relating to property you own with one or more others as tenants by the entirety or jointly, with right of survivorship, report 100% of the total amount owed.
- If you are only jointly (not jointly and severally) liable with another person or entity, your share of the liability should be determined in the same way as you determined your share of jointly held assets.

(CONTINUED on page 5) 

**Examples:**

- You owe \$10,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 with your spouse to a savings and loan for the mortgage on the home you own with your spouse. You must report the name and address of the bank (\$10,000 being the amount of that liability) and the name and address of the savings and loan (\$60,000 being the amount of this liability). The credit card debts need not be reported.
- You and your 50% business partner have a \$100,000 business loan from a bank and you both are jointly and severally liable. Report the name and address of the bank and \$50,000 as the amount of the liability. If your liability for the loan is only as a partner, without personal liability, then the loan would be a contingent liability.

**JOINT AND SEVERAL LIABILITIES NOT REPORTED ABOVE:**

List in this part of the form the amount of each debt for which you were jointly and severally liable, that is not reported in the "Liabilities in Excess of \$1,000" part of the form. Example: You and your 50% business partner have a \$100,000 business loan from a bank and you both are jointly and severally liable. Report the name and address of the bank and \$50,000 as the amount of the liability, as you reported the other 50% of the debt earlier.

**PART D — INCOME**

[Required by Art. II, s. 8, Fla. Const.]

As noted on the form, you have the option of either completing Part D of the form or attaching a copy of your complete 2019 federal income tax return, including all schedules, W2's and attachments, with Form 6, or. If you do not attach your tax return, you must complete Part D.

**PRIMARY SOURCES OF INCOME:**

List the name of each source of income that provided you with more than \$1,000 of income during 2019, the address of that source, and the amount of income received from that source. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income.

"Income" means the same as "gross income" for federal income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples of income include: compensation for services, gross income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, distributive share of partnership gross income, and alimony, but not child support. Where income is derived from a business activity you should report the income to you, as calculated for income tax purposes, rather than the income to the business.

**Examples:**

- If you owned stock in and were employed by a corporation and received more than \$1,000 of income (salary, commissions, dividends, etc.) from the company, you should list the name of the company, its address, and the total amount of income received from it.
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$1,000, you should list the name of the firm, its address, and the amount of your distributive share.

— If you received dividend or interest income from investments in stocks and bonds, list only each individual company from which you received more than \$1,000. Do not aggregate income from all of these investments.

— If more than \$1,000 of income was gained from the sale of property, then you should list as a source of income the name of the purchaser, the purchaser's address, and the amount of gain from the sale. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed simply as "sale of (name of company) stock," for example.

— If more than \$1,000 of your income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and the amount of income from that institution.

**SECONDARY SOURCES OF INCOME:**


This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported as a "Primary Source of Income." You will **not** have anything to report **unless:**

- (1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) during the disclosure period, more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, limited partnership, LLC, proprietorship, joint venture, trust, firm, etc., doing business in Florida); and
- (2) You received more than \$1,000 in gross income from that business entity during the period.

If your ownership and gross income exceeded the two thresholds listed above, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, the source's principal business activity, and the name of the business entity in which you owned an interest. You do not have to list the amount of income the business derived from that major source of income.

**Examples:**

- You are the sole proprietor of a dry cleaning business, from which you received more than \$1,000 in gross income last year. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of your business, the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your gross partnership income exceeded \$1,000. You should list the name of the partnership, the name of each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

(CONTINUED on page 6) 

## PART E – INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this section include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies; entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period, more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during 2019, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list: the name of the business, its address and principal business activity, and the position held with the business (if any). Also, if you own(ed) more than a 5% interest in the business, as described above, you must indicate that fact and describe the nature of your interest.

## PART F – TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Instructions.)

## OTHER FORMS YOU MAY NEED TO FILE IN ORDER TO COMPLY WITH THE ETHICS LAWS

In addition to filing Form 6, you *may* be required to file one or more of the special purpose forms listed below, depending on your particular position, business activities, or interests. As it is your duty to obtain and file any of the special purpose forms which may be applicable to you, you should carefully read the brief description of each form to determine whether it applies.

### Form 6F — *Final Full and Public Disclosure of Financial*

**Interests:** Required of elected constitutional officers and others who must file financial disclosure using Form 6; to be filed within 60 days after leaving office or employment. This form is used to report financial interests between January 1st of the last year of office or employment and the last day of office or employment. [s. 112.3144, F.S.]

### Form 6X — *Amended Full and Public Disclosure of Financial*

**Interests:** To be used by elected constitutional officers and others who must file financial disclosure using Form 6 or 6F to correct mistakes on previously filed form. [s. 112.3144, F.S.]

### Form 2 — *Quarterly Client Disclosure:*

Required of elected constitutional officers, local officers, state officers, and specified state employees to disclose the names of clients represented for compensation by themselves, or a partner or associate before agencies at the same level of government as they serve. The form should be filed by the end of the calendar quarter (March 31, June 30, Sept. 30, Dec. 31) following the calendar quarter in which a reportable representation was made. [s. 112.3145, F.S.]

**Form 9 — *Quarterly Gift Disclosure:*** Required of elected constitutional officers and others who must file financial disclosure using Form 1 or 6 (as well as State procurement employees) to report gifts worth more than \$100. The form should be filed by the end of the calendar quarter (March 31, June 30, September 30, or December 31) following the calendar quarter in which the gift was received. [s. 112.3148, F.S.]

**Form 3A — *Statement of Interest in Competitive Bid for Public Business***

**Form 4A — *Disclosure of Business Transaction, Relationship, or Interest***

**Form 8A — *Memorandum of Voting Conflict for State Officers***

**Form 8B — *Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers***

**Form 10 — *Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses***

**Copies of these forms** are available from the Supervisor of Elections in your county; from the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864; and at the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us)

**Questions** about any of these forms or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.



**FORM 6**  
**FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST**  
**(PART B – ASSETS CONTINUED)**

Name of Asset	Value of Asset
Life Insurance Policy (Northwestern Mutual)	\$1,000,000.00
IRA (Charles Schwab & Co., Inc.) c/o Navellier & Associates, Inc. (Independent Manager) <i>Individual Investments within Portfolio listed below:</i> <ul style="list-style-type: none"> <li>● BRIGHT HORIZON FAM (BFAM)</li> <li>● COPART, INC. (CPRT)</li> <li>● EPAM SYSTEMS, INC. (EPAM)</li> <li>● HEICO CORP (HEI)</li> <li>● KEYSIGHT TECH, INC. (KEYS)</li> <li>● LULULEMON ATHLETICA (LULU)</li> <li>● PAYCOM SOFTWARE, INC. (PAYC)</li> <li>● PAYPAL HOLDINGS INC. (PYPL)</li> <li>● ROSS STORES, INC. (ROST)</li> <li>● SYNOPSIS, INC. (SNPS)</li> <li>● VEEVA SYSTEMS, INC. (VEEV)</li> <li>● VERISK ANALYTICS, INC. (VRSK)</li> <li>● VISA, INC. (V)</li> <li>● ZOETIS, INC. (ZTS)</li> <li>● FIRST TR CONS DSCRTRNRY (FXD)</li> <li>● FIRST TR PROD DRBL (FXR)</li> <li>● FIRST TRUST HEALTH CARE (FXH)</li> <li>● FIRST TRUST MATERIALS (FXZ)</li> <li>● FIRST TRUST TECHNOLOGY (FXL)</li> <li>● FIRST TST NASDAQ 100 (QTEC)</li> <li>● ISHARES 1-3 YEAR TREASURY (SHY)</li> </ul>	\$99,127.77

CONTINUED ON NEXT PAGE

Name of Asset	Value of Asset
Brokerage Account c/o Wells Fargo Financial Advisors <i>Individual Investments within Portfolio listed below:</i> <ul style="list-style-type: none"> <li>● VEA – VANGUARD FTSE DEV ETF</li> <li>● BND – VANGUARD TOTAL BOND</li> <li>● VTI – VANGUARD TOTAL STOCK MARKET</li> <li>● IVV – ISHARES CORE S&amp;P 500 ETF</li> <li>● VWO – VANGUARD FTSE EMRG ETF</li> <li>● VTV – VANGUARD VALUE ETF</li> <li>● VO – VANGUARD MID CAP ETF</li> <li>● VBR – VANGUARD SMALL/CAP VALU</li> <li>● VNQ – VANGUARD INDEX FDS ETF</li> <li>● VB – VANGUARD SMALL CAP ETF</li> <li>● VOE – VANGUARD M/C VAL IND ETF</li> <li>● USHY – ISHARES BROAD USD ETF</li> <li>● NEBRASKA EDL SVGS PLAN</li> </ul>	\$31,387.60

**FORM 6A**

**Form 6A. Disclosure of Gifts, Expense Reimbursements or Payments, and Waivers of Fees and Charges**

All judicial officers must file with the Florida Commission on Ethics a list of all reportable gifts accepted, and reimbursements or direct payments of expenses, and waivers of fees or charges accepted from sources other than the state or a judicial branch entity as defined in Florida Rule of Judicial Administration 2.420(b)(2), during the preceding calendar year as provided in Canons 5D(5)(a) and 5D(5)(h), Canon 6A(3), and Canon 6B(2) of the Code of Judicial Conduct, by date received, description (including dates, location, and purpose of event or activity for which expenses, fees, or charges were reimbursed, paid, or waived), source's name, and amount for gifts only.

Name: Bryan Robert Rendzio Work Telephone: 904-827-5647

Work Address: 4010 Lewis Speedway, Ste. 347 Judicial Office Held: Circuit Judge

1. Please identify all reportable gifts, bequests, favors, or loans you received during the preceding calendar year, as required by Canons 5D(5)(a), 5D(5)(h), and 6B(2) of the Code of Judicial Conduct.

DATE	DESCRIPTION	SOURCE	AMOUNT
N/A	None	N/A	\$ N/A
			\$
			\$
			\$

Check here if continued on separate sheet

2. Please identify all reportable reimbursements or direct payments of expenses, and waivers of fees or charges you received during the preceding calendar year, as required by Canons 6A(3) and 6B(2) of the Code of Judicial Conduct.

DATE	DESCRIPTION (Include dates, location, and purpose of event or activity for which expenses, fees, or charges were reimbursed, paid or waived)	SOURCE
N/A	None	N/A

Check here if continued on separate sheet

**CONTINUE TO PAGE 2 FOR OATH**


**OATH**

State of Florida

County of St. Johns

I, Bryan Robert Rendzio, the public official filing this disclosure statement, being first duly sworn, do depose on oath and say that the facts set forth in the above statement are true, correct, and complete to the best of my knowledge and belief.

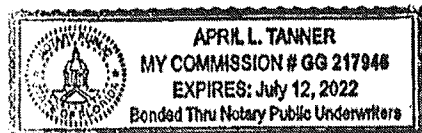
  
\_\_\_\_\_  
(Signature of Reporting Official)

  
\_\_\_\_\_  
(Signature of Officer Authorized to Administer Oaths)

My Commission expires \_\_\_\_\_

Sworn to and subscribed before me this

9th day of April, 2020



**FORM 6B**

**Form 6B. Report of Business Interests**

**Instructions:** List the names of any corporations or business entities, not otherwise identified on Form 6, in which you had a financial interest as of December 31 of the preceding year. If no business interests, or the interests are already identified on Form 6, then indicate "None," or "N/A." Attach additional pages as necessary. This form is filed only with the JQC.

Name of Judge: Bryan Robert Rendzio Telephone: 904-827-5647

Address: 4010 Lewis Speedway, Ste. 347, St. Augustine, Position: Circuit Judge

<u>Name of Business Entity</u>	<u>Address of Business Entity</u>
<u>None</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

I certify that the foregoing information is complete, true, and correct.

\_\_\_\_\_  
JUDGE'S SIGNATURE

**OATH**

State of Florida,  
County of St. Johns.

Sworn to (or affirmed) and subscribed before me by means of

physical presence or  online notarization, this 9<sup>th</sup> day of April,

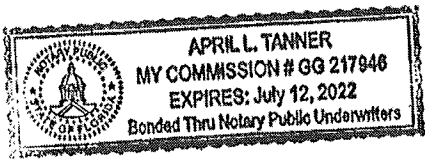
2020, by [Signature] (Name of Judge).

[Signature]  
(Signature of Notary)

Notary Seal

Personally Known , or Produced Identification .

Identification Produced: \_\_\_\_\_



**TAX RETURNS**  
**(2017-2019)**



# **TAX RETURN 2017**

Form **8879**

### IRS e-file Signature Authorization

OMB No. 1545-0074

Department of the Treasury  
Internal Revenue Service

▶ Return completed Form 8879 to your ERO. (Do not send to IRS.)

**2017**

▶ Go to [www.irs.gov/Form8879](http://www.irs.gov/Form8879) for the latest information.

Submission Identification Number (SID) ▶

Taxpayer's name <b>Bryan R Rendzio</b>	Social security number [REDACTED]
Spouse's name <b>Stacy O Rendzio</b>	Spouse's social security number [REDACTED]

Part I Tax Return Information - Tax Year Ending December 31, 2017 (Whole dollars only)	
1 Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4; Form 1040NR, line 37) . . . . .	1 290,600
2 Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12; Form 1040NR, line 61) . . . . .	2 59,722
3 Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7; Form 1040NR, line 62a) . . . . .	3 62,541
4 Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a) . . . . .	4 2,819
5 Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14; Form 1040NR, line 75) . . . . .	5

### Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2017, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only RTN=063107513 Acct=5481363223

I authorize SIMONIC SIMONIC RATNECHT to enter or generate my PIN 09091  
ERO firm name Enter five digits, but don't enter all zeros  
 as my signature on my tax year 2017 electronically filed income tax return.

I will enter my PIN as my signature on my tax year 2017 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

Spouse's PIN: check one box only

I authorize SIMONIC SIMONIC RATNECHT to enter or generate my PIN 44973  
ERO firm name Enter five digits, but don't enter all zeros  
 as my signature on my tax year 2017 electronically filed income tax return.

I will enter my PIN as my signature on my tax year 2017 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

### Practitioner PIN Method Returns Only - continue below

### Part III Certification and Authentication - Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 592264-81161  
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2017 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub.1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Joanne F Ratnecht Date ▶ 02-20-2018

**ERO Must Retain This Form - See Instructions**  
**Don't Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

Form 8879 (2017)

For the year Jan. 1-Dec. 31, 2017, or other tax year beginning 2017, ending 2017, ending 20 See separate instructions.

Your first name and initial **Bryan R** Last name **Rendzio** Your social security number **XXX-XX-XXXX**

If a joint return, spouse's first name and initial **Stacy O** Last name **Rendzio** Spouse's social security number **XXX-XX-XXXX**

Home address (number and street). If you have a P.O. box, see instructions. [REDACTED] Apt. no. [REDACTED] **▲ Make sure the SSN(s) above and on line 6c are correct.**

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). [REDACTED]

Foreign country name [REDACTED] Foreign province/state/country [REDACTED] Foreign postal code [REDACTED] Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.  You  Spouse

**Filing Status** 1  Single 2  Married filing jointly (even if only one had income) 3  Married filing separately. Enter spouse's SSN above and full name here. 4  Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. 5  Qualifying widow(er) (see instructions)

**Exemptions** 6a  Yourself. If someone can claim you as a dependent, do not check box 6a 6b  Spouse Boxes checked on 6a and 6b **2**

c Dependents:		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Chk if child under age 17 qualifying for child tax credit (see instructions)	No. of children on 6c who:
(1) First name	Last name				lived with you
[REDACTED]	<b>Rendzio</b>	<b>XXX-XX-XXXX</b>	<b>Son</b>	<input checked="" type="checkbox"/>	<b>2</b>
[REDACTED]	<b>Rendzio</b>	<b>XXX-XX-XXXX</b>	<b>Son</b>	<input checked="" type="checkbox"/>	did not live with you due to divorce or separation (see instructions)

d Total number of exemptions claimed **4**

Income	7	8a	8b	9a	9b	10	11	12	13	14	15a	15b	16a	16b	17	18	19	20a	20b	21	22	
Wages, salaries, tips, etc. Attach Form(s) W-2																						<b>291,200</b>
Taxable interest. Attach Schedule B if required																						
Tax-exempt interest. Do not include on line 8a																						
Ordinary dividends. Attach Schedule B if required																						
Qualified dividends																						
Taxable refunds, credits, or offsets of state and local income taxes																						
Alimony received																						
Business income or (loss). Attach Schedule C or C-EZ																						
Capital gain or (loss). Attach Schedule D if required. If not required, check here																						
Other gains or (losses). Attach Form 4797																						
IRA distributions																						
Pensions and annuities																						
Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E																						
Farm income or (loss). Attach Schedule F																						
Unemployment compensation																						
Social security benefits																						
Other income																						
Combine the amounts in the far right column for lines 7 through 21. This is your total income																						<b>291,200</b>

Adjusted Gross Income	23	24	25	26	27	28	29	30	31a	32	33	34	35	36	37
Educator expenses															
Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ															
Health savings account deduction. Attach Form 8889			<b>600</b>												
Moving expenses. Attach Form 3903															
Deductible part of self-employment tax. Attach Schedule SE															
Self-employed SEP, SIMPLE, and qualified plans															
Self-employed health insurance deduction															
Penalty on early withdrawal of savings															
Alimony paid b Recipient's SSN															
IRA deduction															
Student loan interest deduction															
Tuition and fees. Attach Form 8917															
Domestic production activities deduction. Attach Form 8903															
Add lines 23 through 35														<b>600</b>	
Subtract line 36 from line 22. This is your adjusted gross income															<b>290,600</b>

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38 290,600
39a Check [ ] You were born before January 2, 1953, [ ] Blind. Total boxes [ ]
If: [ ] Spouse was born before January 2, 1953, [ ] Blind. checked -> 39a [ ]

Standard Deduction for -
• People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.
• All others:
Single or Married filing separately, \$6,350
Married filing jointly or Qualifying widow(er), \$12,700
Head of household, \$9,350

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 19,726
41 Subtract line 40 from line 38 41 270,874
42 Exemptions. If line 38 is \$156,900 or less, multiply \$4,050 by the number on line 6d. Otherwise, see instructions 42 16,200
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 254,674
44 Tax (see instructions). Check if any from: a [ ] Form(s) 8814 b [ ] Form 4972 c [ ] 44 59,259
45 Alternative minimum tax (see instructions). Attach Form 6251 45
46 Excess advance premium tax credit repayment. Attach Form 8962 46
47 Add lines 44, 45, and 46 47 59,259
48 Foreign tax credit. Attach Form 1116 if required 48
49 Credit for child and dependent care expenses. Attach Form 2441 49
50 Education credits from Form 8863, line 19 50
51 Retirement savings contributions credit. Attach Form 8880 51
52 Child tax credit. Attach Schedule 8812, if required 52
53 Residential energy credit. Attach Form 5695 53
54 Other credits from Form: a [ ] 3800 b [ ] 8801 c [ ] 54
55 Add lines 48 through 54. These are your total credits 55 0
56 Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- 56 59,259

Other Taxes

57 Self-employment tax. Attach Schedule SE 57
58 Unreported social security and Medicare tax from Form: a [ ] 4137 b [ ] 8919 58
59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59
60 a Household employment taxes from Schedule H 60a
b First-time homebuyer credit repayment. Attach Form 5405 if required 60b
61 Health care: individual responsibility (see instructions) Full-year coverage [X] 61
62 Taxes from: a [X] Form 8959 b [ ] Form 8960 c [ ] Instructions; enter code(s) 62 463
63 Add lines 56 through 62. This is your total tax 63 59,722

Payments

If you have a qualifying child, attach Schedule EIC.

64 Federal income tax withheld from Forms W-2 and 1099 64 62,541
65 2017 estimated tax payments and amount applied from 2016 return 65
66a Earned income credit (EIC) 66a
b Nontaxable combat pay election 66b
67 Additional child tax credit. Attach Schedule 8812 67
68 American opportunity credit from Form 8863, line 8 68
69 Net premium tax credit. Attach Form 8962 69
70 Amount paid with request for extension to file 70
71 Excess social security and tier 1 RRTA tax withheld 71
72 Credit for federal tax on fuels. Attach Form 4136 72
73 Credits from Form: a [ ] 2439 b [ ] Reserved c [ ] 8885 d [ ] 73
74 Add lines 64, 65, 66a, and 67 through 73. These are your total payments 74 62,541

Refund

Direct deposit? See instructions.

75 If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid 75 2,819
76a Amount of line 75 you want refunded to you. If Form 8888 is attached, check here -> [ ] 76a 2,819
b Routing number [REDACTED] c Type: [X] Checking [ ] Savings
d Account number [REDACTED]
77 Amount of line 75 you want applied to your 2018 estimated tax -> 77

Amount You Owe

78 Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions -> 78
79 Estimated tax penalty (see instructions) 79

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? [ ] Yes. Complete below. [X] No
Designee's name Phone no. Personal identification number (PIN)

Sign Here

Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and accurately list all amount and sources of income I received during the tax year. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Your signature Date Your occupation Daytime phone number
09091 02-20-2018 Attorney 904-396-1800
Spouse's signature. If a joint return, both must sign. Date Spouse's occupation Identity Protection PIN (see inst.)
44973 02-20-2018 Homemaker

Paid Preparer Use Only

Preparer's signature Date Check [ ] if PTIN self-employed XXXXXXXXX
Joanne F Ratnecht 02-20-2018
Print/Type preparer's name Joanne F Ratnecht
Firm's name SIMONIC SIMONIC RATNECHT ASSOC Firm's EIN 59-3347988
Firm's address 8750 PERIMETER PARK BLVD Jacksonville, FL 32216 Phone no. 904-928-1040

**SCHEDULE A  
(Form 1040)**

**Itemized Deductions**

OMB No. 1545-0074

▶ Go to [www.irs.gov/ScheduleA](http://www.irs.gov/ScheduleA) for instructions and the latest information.  
▶ Attach to Form 1040.

**2017**  
Attachment  
Sequence No. **07**

Department of the Treasury  
Internal Revenue Service (99)

**Caution:** If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 28.

Name(s) shown on Form 1040

Your social security number

Bryan R & Stacy O Rendzio

XXX-XX-XXXX

<b>Medical and Dental Expenses</b>		<b>Caution:</b> Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1			
2	Enter amount from Form 1040, line 38	2			
3	Multiply line 2 by 7.5% (0.075)	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			
<b>Taxes You Paid</b>		<b>5 State and local (check only one box):</b>			
a	<input type="checkbox"/> Income taxes, or	5	1,947		
b	<input checked="" type="checkbox"/> General sales taxes				
6	Real estate taxes (see instructions)	6	4,849		
7	Personal property taxes	7			
8	Other taxes. List type and amount	8			
9	Add lines 5 through 8	9			6,796
<b>Interest You Paid</b>		<b>10 Home mortgage interest and points reported to you on Form 1098</b>		10	12,491
<b>Note:</b> Your mortgage interest deduction may be limited (see instructions).		<b>11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address</b>		11	
		<b>12 Points not reported to you on Form 1098. See instructions for special rules</b>		12	
		<b>13 Mortgage insurance premiums (see instructions)</b>		13	
		<b>14 Investment interest. Attach Form 4952 if required. See instructions.</b>		14	
		<b>15 Add lines 10 through 14</b>		15	12,491
<b>Gifts to Charity</b>		<b>16 Gifts by cash or check. If you made any gift of \$250 or more, see instructions</b>		16	190
If you made a gift and got a benefit for it, see instructions.		<b>17 Other than by cash or check. If any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500</b>		17	249
		<b>18 Carryover from prior year</b>		18	
		<b>19 Add lines 16 through 18</b>		19	439
<b>Casualty and Theft Losses</b>		<b>20 Casualty or theft loss(es) other than net qualified disaster losses. Attach Form 4684 and enter the amount from line 18 of that form. See instructions</b>		20	
<b>Job Expenses and Certain Miscellaneous Deductions</b>		<b>21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. See instr.</b>			
		▶ <b>FORM 2106-EZ</b> 5,170		21	5,170
		<b>22 Tax preparation fees</b>		22	428
		<b>23 Other expenses - investment, safe deposit box, etc. List type and amount</b>		23	
		<b>24 Add lines 21 through 23</b>		24	5,598
		<b>25 Enter amount from Form 1040, line 38</b>		25	290,600
		<b>26 Multiply line 25 by 2% (0.02)</b>		26	5,812
		<b>27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-</b>		27	0
<b>Other Miscellaneous Deductions</b>		<b>28 Other - from list in instructions. List type and amount</b>		28	
<b>Total Itemized Deductions</b>		<b>29 Is Form 1040, line 38, over \$156,900?</b>		29	19,726
		<input type="checkbox"/> <b>No.</b> Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40.			
		<input checked="" type="checkbox"/> <b>Yes.</b> Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.			
		<b>30 If you elect to itemize deductions even though they are less than your standard deduction, check here</b>			

**Health Savings Accounts (HSAs)**

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1040 or Form 1040NR.

▶ Go to [www.irs.gov/Form8889](http://www.irs.gov/Form8889) for instructions and the latest information.

**2017**  
Attachment  
Sequence No. **52**

Name(s) shown on Form 1040 or Form 1040NR

Bryan R & Stacy O Rendzio

Social security number of HSA beneficiary. If both spouses have HSAs, see instructions ▶

XXX-XX-XXXX

**Before you begin:** Complete Form 8853, Archer MSAs and Long-Term Care Insurance Contracts, if required.

**Part I HSA Contributions and Deduction.** See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part I for each spouse.

1	Check the box to indicate your coverage under a high-deductible health plan (HDHP) during 2017 (see instructions)	<input checked="" type="checkbox"/> Self-only	<input type="checkbox"/> Family
2	HSA contributions you made for 2017 (or those made on your behalf), including those made from January 1, 2018, through April 17, 2018, that were for 2017. Do not include employer contributions, contributions through a cafeteria plan, or rollovers (see instructions)	2	600
3	If you were under age 55 at the end of 2017, and on the first day of every month during 2017, you were, or were considered, an eligible individual with the same coverage, enter \$3,400 (\$6,750 for family coverage). All others, see the instructions for the amount to enter	3	3,400
4	Enter the amount you and your employer contributed to your Archer MSAs for 2017 from Form 8853, lines 1 and 2. If you or your spouse had family coverage under an HDHP at any time during 2017, also include any amount contributed to your spouse's Archer MSAs	4	
5	Subtract line 4 from line 3. If zero or less, enter -0-	5	3,400
6	Enter the amount from line 5. But if you and your spouse each have separate HSAs and had family coverage under an HDHP at any time during 2017, see the instructions for the amount to enter	6	3,400
7	If you were age 55 or older at the end of 2017, married, and you or your spouse had family coverage under an HDHP at any time during 2017, enter your additional contribution amount (see instructions)	7	
8	Add lines 6 and 7	8	3,400
9	Employer contributions made to your HSAs for 2017	9	
10	Qualified HSA funding distributions	10	
11	Add lines 9 and 10	11	
12	Subtract line 11 from line 8. If zero or less, enter -0-	12	3,400
13	HSA deduction. Enter the smaller of line 2 or line 12 here and on Form 1040, line 25, or Form 1040NR, line 25	13	600

*Caution: If line 2 is more than line 13, you may have to pay an additional tax (see instructions).*

**Part II HSA Distributions.** If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part II for each spouse.

14a	Total distributions you received in 2017 from all HSAs (see instructions)	14a	844
b	Distributions included on line 14a that you rolled over to another HSA. Also include any excess contributions (and the earnings on those excess contributions) included on line 14a that were withdrawn by the due date of your return (see instructions)	14b	
c	Subtract line 14b from line 14a	14c	844
15	Qualified medical expenses paid using HSA distributions (see instructions)	15	844
16	Taxable HSA distributions. Subtract line 15 from line 14c. If zero or less, enter -0-. Also, include this amount in the total on Form 1040, line 21, or Form 1040NR, line 21. On the dotted line next to line 21, enter "HSA" and the amount	16	0
17a	If any of the distributions included on line 16 meet any of the Exceptions to the Additional 20% Tax (see instructions), check here	<input type="checkbox"/>	
b	Additional 20% tax (see instructions). Enter 20% (0.20) of the distributions included on line 16 that are subject to the additional 20% tax. Also include this amount in the total on Form 1040, line 62, or Form 1040NR, line 60. Check box c on Form 1040, line 62, or box b on Form 1040NR, line 60. Enter "HSA" and the amount on the line next to the box	17b	

**Part III**

**Income and Additional Tax for Failure To Maintain HDHP Coverage.** See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part III for each spouse.

18 Last-month rule . . . . .	18	
19 Qualified HSA funding distribution . . . . .	19	
20 <b>Total income.</b> Add lines 18 and 19. Include this amount on Form 1040, line 21, or Form 1040NR, line 21. On the dotted line next to Form 1040, line 21, or Form 1040NR, line 21, enter "HSA" and the amount . . . . .	20	
21 <b>Additional tax.</b> Multiply line 20 by 10% (0.10). Include this amount in the total on Form 1040, line 62, or Form 1040NR, line 60. Check box c on Form 1040, line 62, or box b on Form 1040NR, line 60. Enter "HDHP" and the amount on the line next to the box . . . . .	21	

## Additional Medicare Tax

▶ If any line does not apply to you, leave it blank. See separate instructions.  
 ▶ Attach to Form 1040, 1040NR, 1040-PR, or 1040-SS.  
 ▶ Go to [www.irs.gov/Form8959](http://www.irs.gov/Form8959) for instructions and the latest information.

Your social security number  
 XXX-XX-XXXX

Bryan R & Stacy O Rendzio

### Part I Additional Medicare Tax on Medicare Wages

1 Medicare wages and tips from Form W-2, box 5. If you have more than one Form W-2, enter the total of the amounts from box 5 . . . . .	1	301,425		
2 Unreported tips from Form 4137, line 6 . . . . .	2			
3 Wages from Form 8919, line 6 . . . . .	3			
4 Add lines 1 through 3 . . . . .	4	301,425		
5 Enter the following amount for your filing status: Married filing jointly . . . . . \$250,000 Married filing separately . . . . . \$125,000 Single, Head of household, or Qualifying widow(er) . . . . . \$200,000	5	250,000		
6 Subtract line 5 from line 4. If zero or less, enter -0-			6	51,425
7 Additional Medicare Tax on Medicare wages. Multiply line 6 by 0.9% (0.009). Enter here and go to Part II . . . . .			7	463

### Part II Additional Medicare Tax on Self-Employment Income

8 Self-employment income from Schedule SE (Form 1040), Section A, line 4, or Section B, line 6. If you had a loss, enter -0- (Form 1040-PR and Form 1040-SS filers, see instructions.) . . . . .	8			
9 Enter the following amount for your filing status: Married filing jointly . . . . . \$250,000 Married filing separately . . . . . \$125,000 Single, Head of household, or Qualifying widow(er) . . . . . \$200,000	9			
10 Enter the amount from line 4 . . . . .	10			
11 Subtract line 10 from line 9. If zero or less, enter -0-	11			
12 Subtract line 11 from line 8. If zero or less, enter -0-			12	
13 Additional Medicare Tax on self-employment income. Multiply line 12 by 0.9% (0.009). Enter here and go to Part III . . . . .			13	

### Part III Additional Medicare Tax on Railroad Retirement Tax Act (RRTA) Compensation

14 Railroad retirement (RRTA) compensation and tips from Form(s) W-2, box 14 (see instructions) . . . . .	14			
15 Enter the following amount for your filing status: Married filing jointly . . . . . \$250,000 Married filing separately . . . . . \$125,000 Single, Head of household, or Qualifying widow(er) . . . . . \$200,000	15			
16 Subtract line 15 from line 14. If zero or less, enter -0-			16	
17 Additional Medicare Tax on railroad retirement (RRTA) compensation. Multiply line 16 by 0.9% (0.009). Enter here and go to Part IV . . . . .			17	

### Part IV Total Additional Medicare Tax

18 Add lines 7, 13, and 17. Also include this amount on Form 1040, line 62, (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions) and go to Part V . . . . .			18	463
---	--	--	----	-----

### Part V Withholding Reconciliation

19 Medicare tax withheld from Form W-2, box 6. If you have more than one Form W-2, enter the total of the amounts from box 6 . . . . .	19	4,515		
20 Enter the amount from line 1 . . . . .	20	301,425		
21 Multiply line 20 by 1.45% (0.0145). This is your regular Medicare tax withholding on Medicare wages . . . . .	21	4,371		
22 Subtract line 21 from line 19. If zero or less, enter -0-. This is your Additional Medicare Tax withholding on Medicare wages . . . . .			22	144
23 Additional Medicare Tax withholding on railroad retirement (RRTA) compensation from Form W-2, box 14 (see instructions) . . . . .			23	
24 <b>Total Additional Medicare Tax withholding.</b> Add lines 22 and 23. Also include this amount with federal income tax withholding on Form 1040, line 64 (Form 1040NR, 1040-PR, and 1040-SS filers, see instructions) . . . . .			24	144



## Unreimbursed Employee Business Expenses

▶ Attach to Form 1040 or Form 1040NR.  
▶ Go to [www.irs.gov/Form2106EZ](http://www.irs.gov/Form2106EZ) for the latest information.

Your name <u>Bryan R Rendzio</u>	Occupation in which you incurred expenses <u>Attorney</u>	Social security number <u>XXX-XX-XXXX</u>
-------------------------------------	--	--

**You Can Use This Form Only if All of the Following Apply.**

- You are an employee deducting ordinary and necessary expenses attributable to your job. An ordinary expense is one that is common and accepted in your field of trade, business, or profession. A necessary expense is one that is helpful and appropriate for your business. An expense doesn't have to be required to be considered necessary.
- You don't get reimbursed by your employer for any expenses (amounts your employer included in box 1 of your Form W-2 aren't considered reimbursements for this purpose).
- If you are claiming vehicle expense, you are using the standard mileage rate for 2017.

**Caution:** You can use the standard mileage rate for 2017 only if: (a) you owned the vehicle and used the standard mileage rate for the first year you placed the vehicle in service, or (b) you leased the vehicle and used the standard mileage rate for the portion of the lease period after 1997.

**Part I Figure Your Expenses**

1 Complete Part II. Multiply line 8a by 53.5 cents (0.535). Enter the result here . . . . .	1	5,170
2 Parking fees, tolls, and transportation, including train, bus, etc., that didn't involve overnight travel or commuting to and from work . . . . .	2	
3 Travel expense while away from home overnight, including lodging, airplane, car rental, etc. Don't include meals and entertainment . . . . .	3	
4 Business expenses not included on lines 1 through 3. Don't include meals and entertainment . . . . .	4	
5 Meals and entertainment expenses: \$ _____ x 50% (0.50). (Employees subject to Department of Transportation (DOT) hours of service limits: Multiply meal expenses incurred while away from home on business by 80% (0.80) instead of 50%. For details, see instructions.) . . . . .	5	
6 Total expenses. Add lines 1 through 5. Enter here and on Schedule A (Form 1040), line 21 (or on Schedule A (Form 1040NR), line 7). (Armed Forces reservists, fee-basis state or local government officials, qualified performing artists, and individuals with disabilities: See the instructions for special rules on where to enter this amount.) . . . . .	6	5,170

**Part II Information on Your Vehicle.** Complete this part only if you are claiming vehicle expense on line 1.

7 When did you place your vehicle in service for business use? (month, day, year) ▶ 01-01-2016

8 Of the total number of miles you drove your vehicle during 2017, enter the number of miles you used your vehicle for:

a Business 9,663    b Commuting (see instructions) \_\_\_\_\_    c Other 14,337

9 Was your vehicle available for personal use during off-duty hours? . . . . .  Yes     No

10 Do you (or your spouse) have another vehicle available for personal use? . . . . .  Yes     No

11a Do you have evidence to support your deduction? . . . . .  Yes     No

    b If "Yes," is the evidence written? . . . . .  Yes     No

For Paperwork Reduction Act Notice, see your tax return instructions.

**U.S. e-file Signature Authorization**

Department of the Treasury  
Internal Revenue Service

▶ Return completed Form 8879 to your ERO. (Do not send to IRS.)

▶ Go to [www.irs.gov/Form8879](http://www.irs.gov/Form8879) for the latest information.

**2017**

Submission Identification Number (SID) ▶

Taxpayer's name <b>Bryan R Rendzio</b>		Social security number <b>XXX-XX-XXXX</b>
Spouse's name <b>Stacy O Rendzio</b>		Spouse's social security number <b>XXX-XX-XXXX</b>

<b>Part I Tax Return Information - Tax Year Ending December 31, 2017</b> (Whole dollars only)		
<b>1</b>	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4; Form 1040NR, line 37) . . . . .	<b>1</b> 290,600
<b>2</b>	Total tax (Form 1040, line 63; Form 1040A, line 39; Form 1040EZ, line 12; Form 1040NR, line 61) . . . . .	<b>2</b> 59,722
<b>3</b>	Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 64; Form 1040A, line 40; Form 1040EZ, line 7; Form 1040NR, line 62a) . . . . .	<b>3</b> 62,541
<b>4</b>	Refund (Form 1040, line 76a; Form 1040A, line 48a; Form 1040EZ, line 13a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a) . . . . .	<b>4</b> 2,819
<b>5</b>	Amount you owe (Form 1040, line 78; Form 1040A, line 50; Form 1040EZ, line 14; Form 1040NR, line 75) . . . . .	<b>5</b>

**Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)**

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2017, and to the best of my knowledge and belief, it is true, correct, and accurately lists all amounts and sources of income I received during the tax year. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only RTN=063107513 Acct=5481363223  
 I authorize SIMONIC SIMONIC RATNECHT to enter or generate my PIN 09091  
ERO firm name Enter five digits, but don't enter all zeros  
as my signature on my tax year 2017 electronically filed income tax return.

I will enter my PIN as my signature on my tax year 2017 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

Spouse's PIN: check one box only  
 I authorize SIMONIC SIMONIC RATNECHT to enter or generate my PIN 44973  
ERO firm name Enter five digits, but don't enter all zeros  
as my signature on my tax year 2017 electronically filed income tax return.

I will enter my PIN as my signature on my tax year 2017 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**Practitioner PIN Method Returns Only - continue below**

**Part III Certification and Authentication - Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. XXXXXX-81161  
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2017 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub.1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Joanne F Ratnecht Date ▶ 02-20-2018

**ERO Must Retain This Form - See Instructions  
Don't Submit This Form to the IRS Unless Requested To Do So**

1040

Overflow Statement

2017  
Page 1

Name(s) as shown on return

Bryan R & Stacy O Rendzio

Your Social Security Number

XXX-XX-XXXX

Schedule A, Line 10 - Home mtg interest and points on Form 1

Description	Amount
Fidelity Bank	\$ 12,165
Fidelity Bank - Home equity	326
Total:	\$ 12,491

Federal Income Tax Withheld

2017 PG01

Name(s) as shown on return

Your Social Security Number

Bryan R & Stacy O Rendzio

XXX-XX-XXXX

Description

Amount

W2 - Albert T Franson A Professional

46,754

W2 - Brown & Brown Inc

15,643

Form 8959

144

**Total Withholdings**

62,541

## Computation of Regular Tax

(Keep for your records)

**2017**

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

XXX-XX-XXXX

Statement for line 44 of Form 1040

**Tax Rate Schedule for Married Filing Joint Filing Status**

If taxable income is	but not			% on	of the
over	over	pay	plus	excess	amount
over	over				over
0	18,650	0.00		10%	0
18,650	75,900	1,865.00		15%	18,650
75,900	153,100	10,452.50		25%	75,900
153,100	233,350	29,752.50		28%	153,100
<b>233,350</b>	<b>416,700</b>	<b>52,222.50</b>		<b>33%</b>	<b>233,350</b>
416,700	470,700	112,728.00		35%	416,700
470,700	. . . . .	131,628.00		39.6%	470,700

$\$52,222.50 + ((\$254,674.00 - \$233,350.00) \times 33.0\%) = \$59,259$

Tax from Tax Rate Schedule \$ 59,259

\$ 59,259 Tax computed using only available method

**State and Local General Sales Tax Deduction  
Worksheet - Line 5b**

(Keep for your records)

**2017**

Name(s) as shown on return

Bryan R & Stacy O Rendzio

Tax ID Number

XXX-XX-XXXX

**Before you begin:** See the instructions for line 1 of the worksheet if you:

- Lived in more than one state during 2017, or
- Had any nontaxable income in 2017.

1. Enter your **state** general sales taxes from the 2017 Optional State Sales Tax Table . . . . . 1. 1,797

**Next.** If, for all of 2017, you lived only in Connecticut, the District of Columbia, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Jersey, or Rhode Island, skip lines 2 through 5, enter -0- on line 6, and go to line 7. Otherwise, go to line 2.

2. Did you live in Alaska, Arizona, Arkansas, Colorado, Georgia, Illinois, Louisiana, Mississippi, Missouri, New York, North Carolina, South Carolina, Tennessee, Utah, or Virginia in 2017?

- No.** Enter -0- . . . . . 2. \_\_\_\_\_
- Yes.** Enter your base local general sales taxes from the 2017 Optional Local Sales Tax Tables . . . . . 2. \_\_\_\_\_

3. Did your locality impose a local general sales tax in 2017? Residents of California and Nevada, see the instructions for line 3 of the worksheet.

- No.** Skip lines 3 through 5, enter -0- on line 6, and go to line 7.
- Yes.** Enter your local general sales tax rate, but omit the percentage sign. For example, if your local general sales tax rate was 2.5%, enter 2.5. If your local general sales tax rate changed or you lived in more than one locality in the same state during 2017, see the instructions for line 3 of the worksheet . . . . . 3. 0.500000

4. Did you enter -0- on line 2?

- No.** Skip lines 4 and 5 and go to line 6.
- Yes.** Enter your state general sales tax rate (shown in the table heading for your state), but omit the percentage sign. For example, if your state general sales tax rate is 6%, enter 6.0 . . . . . 4. 6.000000

5. Divide line 3 by line 4. Enter the result as a decimal (rounded to at least three places) . . . . . 5. 0.083333

6. Did you enter -0- on line 2?

- No.** Multiply line 2 by line 3 . . . . . 6. \_\_\_\_\_
- Yes.** Multiply line 1 by line 5. If you lived in more than one locality in the same state during 2017, see the instructions for line 6 of the worksheet . . . . . 6. 150

7. Enter your state and local general sales taxes paid on specified items, if any. See the instructions for line 7 of the worksheet . . . . . 7. \_\_\_\_\_

8. **Deduction for general sales taxes.** Add lines 1, 6, and 7. Enter the result here and the total from all your state and local general sales tax deduction worksheets, if you completed more than one, on Schedule A, line 5.

Be sure to check box b on that line . . . . . 8. 1,947

**Optional Sales Tax Table Computation**

State: FL

Income:	290,600		
Exemptions*:	4		
Amount from table:	1,797		
Days:	365		
Deduction:	1,797		

\* "Over 5" is the maximum number of exemptions in the optional sales tax tables in Schedule A Instructions. Returns with six or more exemptions will display a "6" on this line.

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

XXX-XX-XXXX

**Before you begin:** Figure the amount of any credits you are claiming on Form 5695, Part II, line 30\*; Form 8910; Form 8936; or Schedule R.  
**CAUTION!** *To be a qualifying child for the child tax credit, the child must be under age 17 at the end of 2017 and meet the other requirements listed earlier under Qualifying Child. Also see Taxpayer identification number needed by due date of return, earlier.*  
*If you do not have a qualifying child, you cannot claim the child tax credit.*  
*\*See the Form 5695 instructions to see if line 30 (nonbusiness energy property credit) applies for 2017.*

**Part 1**

1. Number of qualifying children: 2 X \$1,000. Enter the result. 1. 2,000
2. Enter the amount from Form 1040, line 38; Form 1040A, line 22; or Form 1040NR, line 37. 2. 290,600
3. 1040 Filers. Enter the total of any - 3. \_\_\_\_\_
  - Exclusion of income from Puerto Rico, and
  - Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15.
- 1040A and 1040NR Filers. Enter -0-.
4. Add lines 2 and 3. Enter the total. 4. 290,600
5. Enter the amount shown below for your filing status. 5. 110,000
  - Married filing jointly - \$110,000
  - Single, head of household, or qualifying widow(er) - \$75,000
  - Married filing separately - \$55,000
6. Is the amount on line 4 more than the amount on line 5? 6. 181,000
  - No. Leave line 6 blank. Enter -0- on line 7.
  - Yes. Subtract line 5 from line 4.  
 If the result is not a multiple of \$1,000, increase it to the next multiple of \$1,000.  
 For example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc.
7. Multiply the amount on line 6 by 5% (.05). Enter the result. 7. 9,050
8. Is the amount on line 1 more than the amount on line 7? 8. \_\_\_\_\_
  - No. STOP  
 You cannot take the child tax credit on Form 1040, line 52; Form 1040A, line 35; or Form 1040NR, line 49. You also cannot take the additional child tax credit on Form 1040, line 67; Form 1040A, line 43; or Form 1040NR, line 64. Complete the rest of your Form 1040, Form 1040A, or Form 1040NR.
  - Yes. Subtract line 7 from line 1. Enter the result. *Go to Part 2 below.*

**Part 2**

9. Enter the amount from Form 1040, line 47; Form 1040A, line 30; or Form 1040NR, line 45. 9. 0
10. Add the following amounts from:
 

Form 1040	or	Form 1040A	or	Form 1040NR	+	_____
Line 48		Line 31		Line 46	+	_____
Line 49		Line 33		Line 47	+	_____
Line 50		Line 34		Line 48	+	_____
Line 51					+	_____
Form 5695, line 30					+	_____
Form 8910, line 15					+	_____
Form 8936, line 23					+	_____
Schedule R, line 22					+	_____
Enter the total.					10.	_____

11. Are you claiming any of the following credits? 11. \_\_\_\_\_
  - Mortgage interest credit, Form 8396.
  - Adoption credit, Form 8839.
  - Residential energy efficient property credit, Form 5695, Part I.
  - District of Columbia first-time homebuyer credit, Form 8859.
- No. Enter the amount from line 10.
- Yes. If you are filing Form 2555 or 2555-EZ, enter the amount from line 10. Otherwise, complete the Line 11 Worksheet, later, to figure the amount to enter here. 12. 0
12. Subtract line 11 from line 9. Enter the result.
13. Is the amount on line 8 of this worksheet more than the amount on line 12? 13. 0
  - No. Enter the amount from line 8.
  - Yes. Enter the amount from line 12. See the TIP below. **This is your child tax credit.**

**TIP**

You may be able to take the **additional child tax credit** on Form 1040, line 67; Form 1040A, line 43; or Form 1040NR, line 64, only if you answered "Yes" on line 13.  
 • First, complete your Form 1040 through line 66a (also complete line 71), Form 1040A through line 42a, or Form 1040NR through line 63 (also, complete line 67).  
 • Then, use Parts II - IV of Schedule 8812 to figure any additional child tax credit.

Enter this amount on Form 1040, line 52; Form 1040A, line 35; or Form 1040NR, line 49

## Potential Tax Cuts and Jobs Act Impact

(For your information)

**2017**

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

XXX-XX-XXXX

	2017 Tax Law	Tax Cuts and Jobs Act	Difference
Standard deduction	12,700	24,000	11,300
Personal exemptions	16,200	0	(16,200)
Itemized deduction breakdown			
Medical deduction			
Total taxes	6,796	6,796	0
Interest	12,491	12,491	0
Charitable contributions	439	439	0
Casualty and theft			
Job expenses and certain miscellaneous deductions			
Other miscellaneous deductions			
Total itemized deductions	19,726	19,726	0
Greater of standard deduction or itemized deductions	19,726	24,000	4,274
Taxable income before Qualified Business Income(QBI) deduction	254,674	266,600	11,926
Potential QBI deduction **			
Taxable income after potential QBI deduction	254,674	266,600	11,926
Tax	59,259	52,563	(6,696)
Child Tax Credit - non-refundable portion	0	4,000	4,000
Child Tax Credit - refundable portion	0	0	0
Net change in tax if the Tax Cut and Jobs Act applied to the 2017 return			(10,696)

Final result of 2017 return before the Tax Cuts and Jobs Act	Refund:	2,819
Potential final result of 2017 return after the Tax Cuts and Jobs Act*	Refund:	13,515

\*based on the withholding shown on the 2017 return

This document is not intended to project total tax due on the 2018 return. It is intended to show some of the more common differences that would have occurred on this tax return had the Tax Cuts and Jobs Act been in place for tax year 2017. Only the changes shown above have been taken into consideration.

\*\* The Qualified Business Income (QBI) deduction was computed as the sum of the following:

- 20% of net Schedule C income
- 20% of net Schedule F income
- 20% of the sum of all 1065 K-1 income and 1120S K-1 income

This may not be an accurate representation of the actual QBI. There may be applicable limits that have not been considered because some necessary information is not available in the return.



## Carryover Worksheet

### List of items that will carryover to the 2018 tax return

(Keep for your records)

**2017**

Tax ID Number

XXX-XX-XXXX

Name(s) as shown on return

Bryan R & Stacy O Rendzio

**Itemized Deductions**

Carryover Amount

Contributions subject to 100% of AGI limitations . . . . .		_____
Contributions subject to 50% of AGI limitations . . . . .		_____
Contributions subject to 30% of AGI limitations (50% capital gains appreciated property) . . . . .		_____
Contributions subject to 30% of AGI limitations . . . . .		_____
Contributions subject to 20% of AGI limitations (30% capital gains appreciated property) . . . . .		_____
Taxable state and local refunds to Form 1040, line 10 . . . . .		_____
State/local taxes paid in 2018 to flow to the Schedule A . . . . .		_____
State donations and contributions carryover . . . . .		_____
State overpayment applied to next year . . . . .		_____

**Expenses**

Office in home operating expenses . . . . .		_____
Office in home excess casualty losses and depreciation . . . . .		_____
Disallowed investment interest expense . . . . .	AMT _____	Reg. Tax _____
Section 179 expense . . . . .		_____
Operating expenses, from Form WK_E, Sch E - Rental limitation on deductions when used for personal use . . . . .		_____
Excess depreciation, from Form WK_E, Sch E - Rental limitation on deductions when used for personal use . . . . .		_____

**Losses**

Short-term capital loss . . . . .	AMT _____	Reg. Tax _____
Long-term capital loss . . . . .	AMT _____	Reg. Tax _____
Net operating loss . . . . .	AMT _____	Reg. Tax _____
Nonrecaptured net section 1231 losses from WK_1231C . . . . .	AMT _____	Reg. Tax _____

**Credits**

Mortgage interest credit . . . . .		_____
Credit for prior year minimum tax . . . . .		_____
Foreign Tax credit . . . . .	AMT _____	Reg. Tax _____
District of Columbia first time home owner's credit . . . . .		_____
Res. energy efficient property credit . . . . .		_____

**Other**

Preparer Fee . . . . .		427
Overpayment applied to next year's estimates . . . . .		_____
Estimated Tax Payment 1 _____	Estimated Tax Payment 2 _____	
Estimated Tax Payment 3 _____	Estimated Tax Payment 4 _____	
Federal tax liability for 2210 calculation . . . . .		59,722
State tax liability for state 2210 calculation . . . . .		_____
IRA basis . . . . .	Taxpayer _____	Spouse _____

**Passive Activity**

_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

**At Risk Limitations**

_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

**TAX RETURN COMPARISON**  
2015 / 2016 / 2017

**2017**

Name(s) as shown on return				Identifying number
Bryan R & Stacy O Rendzio				XXX-XX-XXXX
	2015	2016	2017	Difference 2016-2017
Filing Status . . . . .			2	
Number of Exemptions . . . . .	2	2	4	2
<b>Income</b>				
Wages, salaries, tips, etc. . . . .	211,679	252,958	291,200	38,242
Taxable interest and dividends . . . . .	163			
Taxable state and local refunds . . . . .				
Alimony . . . . .				
Business Income (loss) . . . . .				
Gains (losses) . . . . .	(28,039)			
Pensions and IRA distributions . . . . .				
Rent and royalty income (loss) . . . . .	(15,426)			
Part, S-corps, trusts income (loss) . . . . .				
Farm income (loss) . . . . .				
Unemployment compensation . . . . .				
Total SS benefits received . . . . .				
Taxable SS benefits . . . . .				
Other income (loss) . . . . .	20,269			
<b>Total Income</b> . . . . .	188,646	252,958	291,200	38,242
<b>Adjusted Gross Income</b>				
Half of self-employment tax . . . . .				
IRA deduction . . . . .				
Other adjustments . . . . .			600	600
<b>Total Adjusted Gross Income</b> . . . . .	188,646	252,958	290,600	37,642
<b>Deductions</b>				
Medical deductions . . . . .				
State and local taxes . . . . .	8,181	10,173	6,796	(3,377)
Interest . . . . .	15,212	13,983	12,491	(1,492)
Contributions . . . . .	631	914	439	(475)
Employee business expenses . . . . .	1,660	1,163		(1,163)
Standard or other deductions . . . . .				
<b>Total Itemized or Standard Ded</b> . . . . .	25,684	26,233	19,726	(6,507)
<b>Exemption Amount</b> . . . . .	16,000	16,200	16,200	
<b>Tax and Credits</b>				
<b>Taxable Income</b> . . . . .	146,962	210,525	254,674	44,149
Tax . . . . .	28,328	45,933	59,259	13,326
Credits . . . . .	600	574		(574)
Self-employment tax . . . . .				
Other taxes . . . . .			463	463
<b>Total Tax</b> . . . . .	27,728	45,461	59,722	14,261
<b>Payments</b>				
Withholdings . . . . .	39,970	50,444	62,541	12,097
Estimated tax payments . . . . .				
Earned income credit . . . . .				
Other payments and credits . . . . .				
<b>Overpayment</b> . . . . .	12,242	4,983	2,819	(2,164)
Overpayment Applied . . . . .				
<b>Refund</b> . . . . .	12,242	4,983	2,819	(2,164)
<b>Balance Due</b> . . . . .				
<b>Resident State</b>				
Taxable income . . . . .				
Tax . . . . .				
<b>Refund</b> . . . . .				
<b>Balance Due</b> . . . . .				
Marginal tax rate . . . . .	25.00	28.00	33.00	5.00
Effective tax rate . . . . .	19.00	22.00	23.27	1.27

# **TAX RETURN 2018**

Filing status:  Single  Married filing jointly  Married filing separately  Head of household  Qualifying widow(er)

Your first name and initial: **Bryan R** Last name: **Renzio** Your social security number: [REDACTED]

Your standard deduction:  Someone can claim you as a dependent  You were born before January 2, 1954  You are blind

If joint return, spouse's first name and initial: **Stacy O** Last name: **Renzio** Spouse's social security number: [REDACTED]

Spouse standard deduction:  Someone can claim your spouse as a dependent  Spouse was born before January 2, 1954  Full-year health care coverage or exempt (see inst.)

Spouse is blind  Spouse itemizes on a separate return or you were dual-status alien

Home address (number and street): **205 Odoms Mill Blvd** Apt. no.: \_\_\_\_\_ Presidential Election Campaign (see inst.)  You  Spouse

City, town or post office, state, and ZIP code. If you have a foreign address, attach Schedule 6. **Ponte Vedra Beach, FL 32082** If more than four dependents, see inst. and check here

(1) First name		(2) Social security number	(3) Relationship to you	(4) Check if qualifies for (see inst.):	
Last name				Child tax credit	Credit for other dependents
[REDACTED]	<b>Renzio</b>	[REDACTED]	<b>Son</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[REDACTED]	<b>Renzio</b>	[REDACTED]	<b>Son</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

**Sign Here** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return?  See instructions. Keep a copy for your records.

Your signature: **54709** Date: **03-06-2019** Your occupation: **Attorney** If the IRS sent you an Identity Protection PIN, enter it here (see inst.): [ ] [ ] [ ] [ ] [ ] [ ]

Spouse's signature. If a joint return, both must sign. **17783** Date: **03-06-2019** Spouse's occupation: **Homemaker** If the IRS sent you an Identity Protection PIN, enter it here (see inst.): [ ] [ ] [ ] [ ] [ ] [ ]

**Paid Preparer Use Only**

Preparer's signature: **Joanne F Ratnecht** PTIN: **P00645753** Firm's EIN: **59-3347988** Check if:  3rd Party Designee  Self-employed

Preparer's name: **Joanne F Ratnecht** Phone no.: **904-928-1040**

Firm's name: **SIMONIC SIMONIC RATNECHT ASSOC**

Firm's address: **8750 PERIMETER PARK BLVD, Jacksonville, FL 32216**

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form **1040** (2018) Page **2**

Form 1040 (2018)	1	215,749
1 Wages, salaries, tips, etc. Attach Form(s) W-2	1	215,749
2a Tax-exempt interest	2a	
3a Qualified dividends	3a	
4a IRAs, pensions, and annuities	4a	
5a Social security benefits	5a	
6 Total income. Add lines 1 through 5. Add any amount from Schedule 1, line 22	6	235,671
7 Adjusted gross income. If you have no adjustments to income, enter the amount from line 6; otherwise, subtract Schedule 1, line 36, from line 6	7	235,671
8 Standard deduction or itemized deductions (from Schedule A)	8	24,000
9 Qualified business income deduction (see instructions)	9	3,984
10 Taxable income. Subtract lines 8 and 9 from line 7. If zero or less, enter -0-	10	207,687
11 a Tax (see inst.) <b>38,424</b> any from: 1 <input type="checkbox"/> Form(s) 8814 2 <input type="checkbox"/> Form 4972 3 <input type="checkbox"/>	11	38,424
b Add any amount from Schedule 2 and check here <input type="checkbox"/>		
12 a Child tax credit/credit for other dependents <b>4,000</b> b Add any amount from Schedule 3 & check here <input type="checkbox"/>	12	4,000
13 Subtract line 12 from line 11. If zero or less, enter -0-	13	34,424
14 Other taxes. Attach Schedule 4	14	
15 Total tax. Add lines 13 and 14	15	34,424
16 Federal income tax withheld from Forms W-2 and 1099	16	32,813
17 Refundable credits: a EIC (see inst.) b Sch 8812 c Form 8863	17	
Add any amount from Schedule 5		
18 Add lines 16 and 17. These are your total payments	18	32,813
19 If line 18 is more than line 15, subtract line 15 from line 18. This is the amount you overpaid	19	
20a Amount of line 19 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/>	20a	
Direct deposit? <input checked="" type="checkbox"/> See instructions. b Routing number c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
d Account number		
21 Amount of line 19 you want applied to your 2019 estimated tax	21	
Amount You Owe 22 Amount you owe. Subtract line 18 from line 15. For details on how to pay, see instructions	22	1,611
23 Estimated tax penalty (see instructions)	23	

**SCHEDULE A  
(Form 1040)**

**Itemized Deductions**

OMB No. 1545-0074

▶ Go to [www.irs.gov/ScheduleA](http://www.irs.gov/ScheduleA) for instructions and the latest information.

▶ Attach to Form 1040.

**2018**

Attachment  
Sequence No. **07**

Department of the Treasury  
Internal Revenue Service (99)

**Caution:** If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 16.

Name(s) shown on Form 1040

Your social security number

**Bryan R & Stacy O Rendzio**

				Your social security number	
<b>Medical and Dental Expenses</b>	<b>1</b> Medical and dental expenses (see instructions) . . . . .	<b>1</b>	6,170	<b>4</b>	0
	<b>2</b> Enter amount from Form 1040, line 7 <b>2</b> 235,671				
	<b>3</b> Multiply line 2 by 7.5% (0.075) . . . . .	<b>3</b>	17,675		
	<b>4</b> Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				
<b>Taxes You Paid</b>	<b>5</b> State and local taxes			<b>7</b>	6,582
	<b>a</b> State and local income taxes or general sales taxes. You may include either income taxes or general sales taxes on line 5a, but not both. If you elect to include general sales taxes instead of income taxes, check this box <input checked="" type="checkbox"/>	<b>5a</b>	1,719		
	<b>b</b> State and local real estate taxes (see instructions) . . . . .	<b>5b</b>	4,863		
	<b>c</b> State and local personal property taxes . . . . .	<b>5c</b>			
	<b>d</b> Add lines 5a through 5c . . . . .	<b>5d</b>	6,582		
	<b>e</b> Enter the smaller of line 5d or \$10,000 (\$5,000 if married filing separately) . . . . .	<b>5e</b>	6,582		
	<b>6</b> Other taxes. List type and amount ▶	<b>6</b>			
<b>7</b> Add lines 5e and 6 . . . . .					
<b>Interest You Paid</b>	<b>8</b> Home mortgage interest and points. If you didn't use all of your home mortgage loan(s) to buy, build, or improve your home, see instructions and check this box <input type="checkbox"/>			<b>10</b>	13,330
	<b>a</b> Home mortgage interest and points reported to you on Form 1098 . . . . .	<b>8a</b>	13,330		
	<b>b</b> Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	<b>8b</b>			
	<b>c</b> Points not reported to you on Form 1098. See instructions for special rules . . . . .	<b>8c</b>			
	<b>d</b> Reserved . . . . .	<b>8d</b>			
	<b>e</b> Add lines 8a through 8c . . . . .	<b>8e</b>	13,330		
<b>9</b> Investment interest. Attach Form 4952 if required. See instructions . . . . .	<b>9</b>				
<b>10</b> Add lines 8e and 9 . . . . .					
<b>Gifts to Charity</b>	<b>11</b> Gifts by cash or check. If you made any gift of \$250 or more, see instructions . . . . .	<b>11</b>	1,316	<b>14</b>	1,736
	<b>12</b> Other than by cash or check. If any gift of \$250 or more, see instructions. You <b>must</b> attach Form 8283 if over \$500 . . . . .	<b>12</b>	420		
	<b>13</b> Carryover from prior year . . . . .	<b>13</b>			
	<b>14</b> Add lines 11 through 13 . . . . .				
<b>Casualty and Theft Losses</b>	<b>15</b> Casualty and theft loss(es) from a federally declared disaster (other than net qualified disaster losses). Attach Form 4684 and enter the amount from line 18 of that form. See instructions . . . . .			<b>15</b>	
<b>Other Itemized Deductions</b>	<b>16</b> Other - from list in instructions. List type and amount ▶			<b>16</b>	
<b>Total Itemized Deductions</b>	<b>17</b> Add the amounts in the far right column for lines 4 through 16. Also, enter this amount on Form 1040, line 8 . . . . .	<b>17</b>	21,648		
	<b>18</b> If you elect to itemize deductions even though they are less than your standard deduction, check here <input type="checkbox"/>				

For Paperwork Reduction Act Notice, see the instructions for Form 1040.

Schedule A (Form 1040) 2018

**SCHEDULE C  
(Form 1040)**

**Profit or Loss From Business**

(Sole Proprietorship)

OMB No. 1545-0074

**2018**

Department of the Treasury  
Internal Revenue Service (99)

▶ Go to [www.irs.gov/ScheduleC](http://www.irs.gov/ScheduleC) for instructions and the latest information.  
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Attachment  
Sequence No. **09**

Name of proprietor Bryan R Rendzio Social security number (SSN) XXXXXXXXXX

**A** Principal business or profession, including product or service (see instructions)  
Author **B** Enter code from instructions  
▶ 541990

**C** Business name. If no separate business name, leave blank. **D** Employer ID number (EIN) (see instr.)

**E** Business address (including suite or room no.) ▶ 205 Odoms Mill Blvd  
City, town or post office, state, and ZIP code Ponte Vedra Beach, FL 32082

**F** Accounting method: (1)  Cash (2)  Accrual (3)  Other (specify) ▶ \_\_\_\_\_

**G** Did you "materially participate" in the operation of this business during 2018? If "No," see instructions for limit on losses . . .  Yes  No

**H** If you started or acquired this business during 2018, check here . . .  Yes  No

**I** Did you make any payments in 2018 that would require you to file Form(s) 1099? (see instructions) . . .  Yes  No

**J** If "Yes," did you or will you file required Forms 1099? . . .  Yes  No

Part I Income			
1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked . . . . . ▶ <input type="checkbox"/>	1	0
2	Returns and allowances . . . . .	2	0
3	Subtract line 2 from line 1 . . . . .	3	0
4	Cost of goods sold (from line 42) . . . . .	4	
5	<b>Gross profit.</b> Subtract line 4 from line 3 . . . . .	5	0
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions) . . . . .	6	
7	<b>Gross income.</b> Add lines 5 and 6 . . . . . ▶	7	0

**Part II Expenses.** Enter expenses for business use of your home **only** on line 30.

8	Advertising . . . . .	8		18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions) . . . . .	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees . . . . .	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment . . . . .	20a	
12	Depletion . . . . .	12		b	Other business property . . . . .	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions) . . . . .	13		21	Repairs and maintenance . . . . .	21	
14	Employee benefit programs (other than on line 19) . . . . .	14		22	Supplies (not included in Part III)	22	601
15	Insurance (other than health) . . . . .	15		23	Taxes and licenses . . . . .	23	
16	Interest (see instructions):			24	Travel and meals:		
a	Mortgage (paid to banks, etc.) . . . . .	16a		a	Travel . . . . .	24a	
b	Other . . . . .	16b		b	Deductible meals (see instructions) . . . . .	24b	
17	Legal and professional services	17		25	Utilities . . . . .	25	
				26	Wages (less employment credits)	26	
				27a	Other expenses (from line 48) . . . . .	27a	422
				b	Reserved for future use . . . . .	27b	

**28 Total expenses** before expenses for business use of home. Add lines 8 through 27a . . . . . ▶ **28** 1,023

**29 Tentative profit or (loss).** Subtract line 28 from line 7 . . . . . **29** (1,023)

**30 Expenses for business use of your home.** Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions).

**Simplified method filers only:** enter the total square footage of: (a) your home: \_\_\_\_\_ and (b) the part of your home used for business: \_\_\_\_\_. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30 . . . . . **30**

**31 Net profit or (loss).** Subtract line 30 from line 29.

- If a profit, enter on both **Schedule 1 (Form 1040), line 12** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** (If you checked the box on line 1, see instructions). Estates and trusts, enter on **Form 1041, line 3.**
- If a loss, you **must** go to line 32.

**31** (1,023)

**32 If you have a loss, check the box that describes your investment in this activity** (see instructions).

- If you checked 32a, enter the loss on both **Schedule 1 (Form 1040), line 12,** (or **Form 1040NR, line 13**) and on **Schedule SE, line 2.** (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on **Form 1041, line 3.**
- If you checked 32b, you **must** attach **Form 6198.** Your loss may be limited.

**32a**  All investment is at risk.  
**32b**  Some investment is not at risk.

Name(s) Bryan R Rendzio SSN [REDACTED]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a Cost b Lower of cost or market c Other (attach explanation)
34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory?
35 Inventory at beginning of year.
36 Purchases less cost of items withdrawn for personal use
37 Cost of labor. Do not include any amounts paid to yourself
38 Materials and supplies
39 Other costs
40 Add lines 35 through 39
41 Inventory at end of year
42 Cost of goods sold. Subtract line 41 from line 40.

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business.

43 When did you place your vehicle in service for business purposes?
44 Of the total number of miles you drove your vehicle during 2018, enter the number of miles you used your vehicle for:
a Business b Commuting (see instructions) c Other
45 Was your vehicle available for personal use during off-duty hours?
46 Do you (or your spouse) have another vehicle available for personal use?
47a Do you have evidence to support your deduction?
b If "Yes," is the evidence written?

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Table with 2 columns: Expense Description, Amount. Row 1: Editing Expense, 422. Row 48: Total other expenses. Enter here and on line 27a, 422.

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

Your social security number

Bryan R & Stacy O Rendzio

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations - Note: If you report a loss, receive a distribution, dispose of stock, or receive a loan repayment from an S corporation, you must check the box in column (e) on line 28 and attach the required basis computation. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (f) on line 28 and attach Form 6198 (see instructions).

27 Are you reporting any loss not allowed in a prior year due to the at-risk, excess farm loss, or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section Yes No

Table with 6 columns: (a) Name, (b) Enter P for partnership; S for S corporation, (c) Check if foreign partnership, (d) Employer identification number, (e) Check if basis computation is required, (f) Check if any amount is not at risk. Row A: Fla Business & Construction Law GrS, 82-3837054, [X]

Table with 5 columns: (g) Passive loss allowed, (h) Passive income from Schedule K-1, (i) Nonpassive loss from Schedule K-1, (j) Section 179 expense deduction from Form 4562, (k) Nonpassive income from Schedule K-1. Totals: 20,945

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Rows A and B are empty.

Table with 4 columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Totals: 35, 36, 37

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row 39: Combine columns (d) and (e) only.

Part V Summary

Summary table with 2 columns: Description, Amount. Row 40: Net farm rental income or (loss) from Form 4835. Row 41: Total income or (loss). Row 42: Reconciliation of farming and fishing income. Row 43: Reconciliation for real estate professionals.



**Health Savings Accounts (HSAs)**

**2018**

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1040 or Form 1040NR.

▶ Go to [www.irs.gov/Form8889](http://www.irs.gov/Form8889) for instructions and the latest information.

Attachment  
Sequence No. **52**

Name(s) shown on Form 1040 or Form 1040NR

Bryan R & Stacy O Rendzio

Social security number of HSA beneficiary. If both spouses have HSAs, see instructions ▶

**Before you begin:** Complete Form 8853, Archer MSAs and Long-Term Care Insurance Contracts, if required.

**Part I HSA Contributions and Deduction.** See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part I for each spouse.

1	Check the box to indicate your coverage under a high-deductible health plan (HDHP) during 2018 (see instructions) . . . . . ▶	<input type="checkbox"/> Self-only	<input checked="" type="checkbox"/> Family
2	HSA contributions you made for 2018 (or those made on your behalf), including those made from January 1, 2019, through April 15, 2019, that were for 2018. <b>Do not</b> include employer contributions, contributions through a cafeteria plan, or rollovers (see instructions) . . . . .	2	
3	If you were under age 55 at the end of 2018, and on the first day of <b>every</b> month during 2018, you were, or were considered, an eligible individual with the <b>same</b> coverage, enter \$3,450 (\$6,900 for family coverage). <b>All others</b> , see the instructions for the amount to enter . . . . .	3	6,900
4	Enter the amount you and your employer contributed to your Archer MSAs for 2018 from Form 8853, lines 1 and 2. If you or your spouse had family coverage under an HDHP at any time during 2018, also include any amount contributed to your spouse's Archer MSAs . . . . .	4	
5	Subtract line 4 from line 3. If zero or less, enter -0- . . . . .	5	6,900
6	Enter the amount from line 5. But if you and your spouse each have separate HSAs and had family coverage under an HDHP at any time during 2018, see the instructions for the amount to enter . . . . .	6	6,900
7	If you were age 55 or older at the end of 2018, married, and you or your spouse had family coverage under an HDHP at any time during 2018, enter your additional contribution amount (see instructions) . . . . .	7	
8	Add lines 6 and 7 . . . . .	8	6,900
9	Employer contributions made to your HSAs for 2018 . . . . .	9	
10	Qualified HSA funding distributions . . . . .	10	
11	Add lines 9 and 10 . . . . .	11	
12	Subtract line 11 from line 8. If zero or less, enter -0- . . . . .	12	6,900
13	<b>HSA deduction.</b> Enter the <b>smaller</b> of line 2 or line 12 here and on Schedule 1 (Form 1040), line 25, or Form 1040NR, line 25 . . . . .	13	

Caution: If line 2 is more than line 13, you may have to pay an additional tax (see instructions).

**Part II HSA Distributions.** If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part II for each spouse.

14a	Total distributions you received in 2018 from all HSAs (see instructions) . . . . .	14a	425
b	Distributions included on line 14a that you rolled over to another HSA. Also include any excess contributions (and the earnings on those excess contributions) included on line 14a that were withdrawn by the due date of your return (see instructions) . . . . .	14b	
c	Subtract line 14b from line 14a . . . . .	14c	425
15	Qualified medical expenses paid using HSA distributions (see instructions) . . . . .	15	425
16	<b>Taxable HSA distributions.</b> Subtract line 15 from line 14c. If zero or less, enter -0-. Also, include this amount in the total on Schedule 1 (Form 1040), line 21, or Form 1040NR, line 21. On the dotted line next to line 21, enter "HSA" and the amount . . . . .	16	0
17a	If any of the distributions included on line 16 meet any of the <b>Exceptions to the Additional 20% Tax</b> (see instructions), check here . . . . . ▶ <input type="checkbox"/>		
b	<b>Additional 20% tax</b> (see instructions). Enter 20% (0.20) of the distributions included on line 16 that are subject to the additional 20% tax. Also include this amount in the total on Schedule 4 (Form 1040), line 62, or Form 1040NR, line 60. Check box c on Schedule 4 (Form 1040), line 62, or box b on Form 1040NR, line 60. Enter "HSA" and the amount on the line next to the box . . . . .	17b	



**Part III** **Income and Additional Tax for Failure To Maintain HDHP Coverage.** See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part III for each spouse.

18 Last-month rule . . . . .	18	
19 Qualified HSA funding distribution . . . . .	19	
20 <b>Total income.</b> Add lines 18 and 19. Include this amount on Schedule 1 (Form 1040), line 21, or Form 1040NR, line 21. On the dotted line next to Schedule 1 (Form 1040), line 21, or Form 1040NR, line 21, enter "HSA" and the amount . . . . .	20	
21 <b>Additional tax.</b> Multiply line 20 by 10% (0.10). Include this amount in the total on Schedule 4 (Form 1040), line 62, or Form 1040NR, line 60. Check box c on Schedule 4 (Form 1040), line 62, or box b on Form 1040NR, line 60. Enter "HDHP" and the amount on the line next to the box . . . . .	21	

Form **8867**

### Paid Preparer's Due Diligence Checklist

OMB No. 1545-0074

Earned Income Credit (EIC), American Opportunity Tax Credit (AOTC), Child Tax Credit (CTC) (including the Additional Child Tax Credit (ACTC) and Credit for Other Dependents (ODC)), and Head of Household (HOH) Filing Status

**2018**

► To be completed by preparer and filed with Form 1040, 1040NR, 1040SS, or 1040PR.  
► Go to [www.irs.gov/Form8867](http://www.irs.gov/Form8867) for instructions and the latest information.

Attachment Sequence No. **70**

Department of the Treasury  
Internal Revenue Service

Taxpayer name(s) shown on return

Taxpayer identification number

Bryan R & Stacy O Rendzio



Enter preparer's name and PTIN

Joanne F Ratnecht

P00645753

#### Part I Due Diligence Requirements

Please check the appropriate box for the credit(s) and/or HOH filing status claimed on this return and complete the related Parts I–V for the benefit(s), and/or HOH filing status claimed (check all that apply).		EIC	CTC/ ACTC/ODC	AOTC	HOH
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	Did you complete the return based on information for tax year 2018 provided by the taxpayer or reasonably obtained by you? . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
2	If credits are claimed on the return, did you complete the applicable EIC and/or CTC/ACTC/ODC worksheets found in the Form 1040, 1040SS, 1040PR, or 1040NR instructions, and/or the AOTC worksheet found in the Form 8863 instructions, or your own worksheet(s) that provides the same information, and all related forms and schedules for each credit claimed? . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	<input type="checkbox"/> N/A
3	Did you satisfy the knowledge requirement? To meet the knowledge requirement, you must do both of the following. • Interview the taxpayer, ask questions, and document the taxpayer's responses to determine that the taxpayer is eligible to claim the credit(s) and/or HOH filing status. • Review information to determine that the taxpayer is eligible to claim the credit(s) and/or HOH filing status and the amount of any credit(s) claimed . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
4	Did any information provided by the taxpayer or a third party for use in preparing the return, or information reasonably known to you, appear to be incorrect, incomplete, or inconsistent? (If "Yes," answer questions 4a and 4b. If "No," go to question 5.) . . . . .	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
a	Did you make reasonable inquiries to determine the correct, complete, and consistent information? . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
b	Did you document your inquiries? (Documentation should include the questions you asked, whom you asked, when you asked, the information that was provided, and the impact the information had on your preparation of the return.) . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
5	Did you satisfy the record retention requirement? To meet the record retention requirement, you must keep a copy of your documentation referenced in 4b, a copy of this Form 8867, a copy of any applicable worksheet(s), a record of how, when, and from whom the information used to prepare Form 8867 and any applicable worksheet(s) was obtained, and a copy of any document(s) provided by the taxpayer that you relied on to determine eligibility for the credit(s) and/or HOH filing status or to compute the amount of the credit(s) . . . . . List those documents, if any, that you relied on. _____ _____ _____	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
6	Did you ask the taxpayer whether he/she could provide documentation to substantiate eligibility for the credit(s) and/or HOH filing status and the amount of any credit(s) claimed on the return if his/her return is selected for audit? . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
7	Did you ask the taxpayer if any of these credits were disallowed or reduced in a previous year? . . . . . (If credits were disallowed or reduced, go to question 7a; if not, go to question 8.) . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	<input type="checkbox"/> N/A
a	Did you complete the required recertification Form 8862? . . . . .	<input type="checkbox"/> Yes		<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
8	If the taxpayer is reporting self-employment income, did you ask questions to prepare a complete and correct Form 1040, Schedule C? . . . . .	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	<input type="checkbox"/> N/A

For Paperwork Reduction Act Notice, see separate instructions.

Form 8867 (2018)

<b>Part II Due Diligence Questions for Returns Claiming EIC</b> (If the return does not claim EIC, go to Part III.)		EIC	CTC/ CTC/ODC	AOTC	HOH
9a	Have you determined that this taxpayer is, in fact, eligible to claim the EIC for the number of children for whom the EIC is claimed, or to claim EIC if the taxpayer has no qualifying child? (Skip 9b and 9c if the taxpayer is claiming the EIC and does not have a qualifying child.) . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No			
b	Did you ask the taxpayer if the child lived with the taxpayer for over half of the year, even if the taxpayer has supported the child the entire year? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No			
c	Did you explain to the taxpayer the rules about claiming the EIC when a child is the qualifying child of more than one person (tiebreaker rules)? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			

<b>Part III Due Diligence Questions for Returns Claiming CTC/ACTC/ODC</b> (If the return does not claim CTC, ACTC, or ODC, go to Part IV.)		EIC	CTC/ ACTC/ODC	AOTC	HOH
10	Have you determined that each qualifying person for the CTC/ACTC/ODC is the taxpayer dependent who is a citizen, national, or resident of the United States? . . . . .		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
11	Did you explain to the taxpayer that he/she may not claim the CTC/ACTC if the taxpayer has not lived with the child for over half of the year, even if the taxpayer has supported the child, unless the child's custodial parent has released a claim to exemption for the child? . . . . .		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
12	Did you explain to the taxpayer the rules about claiming the CTC/ACTC/ODC for a child of divorced or separated parents (or parents who live apart), including any requirement to attach a Form 8332 or similar statement to the return? . . . . .		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

<b>Part IV Due Diligence Questions for Returns Claiming AOTC</b> (If the return does not claim AOTC, go to Part V.)		EIC	CTC/ ACTC/ODC	AOTC	HOH
13	Did the taxpayer provide the required substantiation for the credit, including a Form 1098-T and/or receipts for the qualified tuition and related expenses for the claimed AOTC? . . . . .			<input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Part V Due Diligence Questions for Claiming HOH</b> (If the return does not claim HOH filing status, go to Part VI.)		EIC	CTC/ ACTC/ODC	AOTC	HOH
14	Have you determined that the taxpayer was unmarried or considered unmarried on the last day of the tax year and provided more than half of the cost of keeping up a home for the year for a qualifying person? . . . . .				<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Part VI Eligibility Certification</b>	
<p>▶ You have complied with all due diligence requirements for claiming the applicable credit(s) and/or HOH filing status on the return of the taxpayer identified above if you:</p> <p>A. Interview the taxpayer, ask adequate questions, document the taxpayer's responses on the return or in your notes, review adequate information to determine if the taxpayer is eligible to claim the credit(s) and/or HOH filing status and to determine the amount of the credit(s) claimed;</p> <p>B. Complete this Form 8867 truthfully and accurately and complete the actions described in this checklist for any applicable credit(s) claimed and HOH filing status, if claimed;</p> <p>C. Submit Form 8867 in the manner required; and</p> <p>D. Keep all five of the following records for 3 years from the latest of the dates specified in the Form 8867 instructions under <i>Document Retention</i>.</p> <ol style="list-style-type: none"> <li>1. A copy of Form 8867;</li> <li>2. The applicable worksheet(s) or your own worksheet(s) for any credit(s) claimed;</li> <li>3. Copies of any documents provided by the taxpayer on which you relied to determine eligibility for the credit(s) and/or HOH filing status,</li> <li>4. A record of how, when, and from whom the information used to prepare this form and the applicable worksheet(s) was obtained; and</li> <li>5. A record of any additional questions you may have asked to determine eligibility to claim the credit(s), and/or HOH filing status and the amount(s) of any credit(s) claimed and the taxpayer's answers.</li> </ol> <p>▶ If you have not complied with all due diligence requirements, you may have to pay a \$520 penalty for each failure to comply related to a claim of an applicable credit or HOH filing status.</p>	

15	Do you certify that all of the answers on this Form 8867 are, to the best of your knowledge, true, correct, and complete? . . . . .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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# Worksheet for Figuring a Shareholder's Stock and Debt Basis

Form 1120S

Attach this worksheet to your return.

2018

Name of Shareholder: <u>Bryan R Rendzio</u>	SSN: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
Name of Corporation: <u>Fla Business &amp; Construction Law Gro</u>	EIN <u>82-3837054</u>

## Part I - Shareholder Stock Basis

1. Stock basis at the beginning of the corporation's tax year	1.	0
2. Basis from any capital contributions made or additional stock acquired during the tax year	2.	_____
3a. Ordinary business income (losses go on Part III)	3a.	20,945
b. Net rental real estate income (losses go on Part III)	3b.	_____
c. Other net rental income (losses go on Part III)	3c.	_____
d. Interest income	3d.	_____
e. Ordinary dividends	3e.	_____
f. Royalties	3f.	_____
g. Net capital gains (losses go on Part III)	3g.	_____
h. Net section 1231 gain (losses go on Part III)	3h.	_____
i. Other income (losses go on Part III)	3i.	_____
j. Excess depletion adjustment	3j.	_____
k. Tax-exempt income	3k.	_____
l. Recapture of business credits	3l.	_____
m. Other items that increase stock basis	3m.	_____
4. Add lines 3a through 3m	4.	20,945
5. Stock basis before distributions. Add lines 1, 2, and 4	5.	20,945
6. Distributions (excluding dividend distributions)	6.	18,486
<p><b>Note.</b> If line 6 is larger than line 5, subtract line 5 from line 6 and report the result as a capital gain on Form 8949 and Schedule D. See instructions.</p>		
7. Stock basis after distributions. Subtract line 6 from line 5. If the result is zero or less, enter -0-, skip lines 8 through 14, and enter -0- on line 15	7.	2,459
8a. Nondeductible expenses	8a.	977
b. Depletion for oil and gas	8b.	_____
9. Add lines 8a and 8b	9.	977
10. Stock basis before loss and deduction items. Subtract line 9 from line 7. If result is zero or less, enter -0-, skip lines 11 through 14, and enter -0- on line 15	10.	1,482
11. Allowable loss and deduction items. Enter the amount from Part III, line 13, column (c)	11.	1,216
12. Debt basis restoration (see net increase in instructions for Part II, line 8)	12.	_____
13. Other items that decrease stock basis	13.	_____
14. Add lines 11, 12, and 13	14.	1,216
15. Stock basis at the end of the corporation's tax year. Subtract line 14 from line 10. If the result is zero or less, enter -0-	15.	266

## Worksheet for Figuring a Shareholder's Stock and Debt Basis

Form 1120S

Attach this worksheet to your return.

2018

Name of Shareholder: Bryan R Rendzio	SSN: [REDACTED]
Name of Corporation: Fla Business & Construction Law Gro	EIN 82-3837054

<b>Part III - Allowable Loss and Deduction Items</b>						
		(a) Current year losses and deductions	(b) Carryover amounts (column (e)) from the previous year	(c) Allowable loss from stock basis	(d) Allowable loss from debt basis	(e) Carryover amounts
1.	Ordinary business loss . . . . .					
2.	Net rental real estate loss . . . . .					
3.	Other net rental loss . . . . .					
4.	Net capital loss . . . . .					
5.	Net section 1231 loss . . . . .					
6.	Other loss . . . . .					
7.	Section 179 deductions . . . . .					
8.	Charitable contributions . . . . .	1,216		1,216		
9.	Investment interest expense . . . . .					
10.	Section 59(e)(2) expenditures . . . . .					
11.	Other deductions . . . . .					
12.	Foreign taxes paid or accrued . . . . .					
13.	<b>Total Loss.</b> Combine lines 1 through 12 for each column. Enter the total loss in column (c) on line 11 of Part I and enter the total loss in column (d) on line 15 of Part II . . . . .	1,216		1,216		0

**Shareholder's Adjusted Basis Worksheet, Page 1**

**2018**

Do not file - keep for your records.

Name of Shareholder: <b>Bryan R Rendzio</b>	SSN: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
Name of Corporation: <b>Fla Business &amp; Construction Law Gro</b>	EIN <b>82-3837054</b>

**Stock basis**

1	Stock basis, beginning of year (Not less than zero)		0
2	Additional Capital Contributions of Stock Purchased		
3	Increases for income and gain items:		
	a Ordinary Income (Sch K, Line 1)	a <u>20,945</u>	
	b Real Estate Rental Income (Sch K, Line 2)	b _____	
	c Other Rental Income (Sch K, Line 3c)	c _____	
	d Interest, Dividends & Royalties (Sch K, Lines 4, 5 & 6)	d _____	
	e Capital Gain (Sch K, Lines 7 & 8a)	e _____	
	f Other Portfolio Income (Sch K, Line 10a)	f _____	
	g Section 1231 Gain (Sch K, Line 9)	g _____	
	h Other Income (Sch K, Line 10h)	h _____	
	Total Income and Gain Items (Total lines 3a-3h)	3a-h <u>20,945</u>	
	i Increase for Non-Taxable Income (Sch K, Lines 16a & b)	3i _____	
	j Increase for Excess Depletion Adjustment	3j _____	
	k Increase from Recapture of Business Credits (See IRC § 49(a), 50(a), 50(c)(2) & 1371(d))	3k _____	
	l Gain from 179 asset disposition	3l _____	
4	Stock Basis Before Distributions (Add lines 1 through 3)		4 <u>20,945</u>
5	Reduction for Non-Taxable Distributions (Sch K, Line 16d)		5 <u>18,486</u>
6	Stock Basis Before Non-Ded. Expense (Cannot be negative)		6 <u>2,459</u>
7	Decrease for Non-Deductible Expense/Credit Adj (Sch K, Line 16c & 13)		7 <u>977</u>
8	Stock Basis Before Allowable Losses & Deductions (Cannot be negative)		8 <u>1,482</u>
9	Decreases for Loss and Deduction items:		
	a Ordinary Loss (Page 2, Col d, Line 9a)	a _____	
	b Real Estate Rental Loss (Page 2, Col d, Line 9b)	b _____	
	c Other Rental Loss (Page 2, Col d, Line 9c)	c _____	
	d Capital Loss (Page 2, Col d, Line 9d)	d _____	
	e Other Portfolio Loss (Page 2, Col d, Line 9e)	e _____	
	f Section 1231 Loss (Page 2, Col d, Line 9f)	f _____	
	g Other Loss (Page 2, Col d, Line 9g)	g _____	
	h Charitable Contributions (Page 2, Col d, Line 9h)	h <u>1,216</u>	
	i Section 179 Expense (Page 2, Col d, Line 9i)	i _____	
	j Portfolio Income Expenses (Page 2, Col d, Line 9j)	j _____	
	k Other Deductions (Page 2, Col d, Line 9k)	k _____	
	l Interest Expense on Investment Debt (Page 2, Col d, Line 9l)	l _____	
	m Section 59(e) Expenditures (Page 2, Col d, Line 9m)	m _____	
	Total Loss and Deduction Items (Total Lines 9a-9m)	9a-m <u>1,216</u>	
	n Other decreases (Page 2, Col d, Line 9n)	9n _____	
	o Loss from 179 asset disposition (Page 2, Col d, Line 9o)	9o _____	
	Total Decrease for Loss and Deductions Items and Business Credits		9 <u>1,216</u>
10	Less: net increase applied to debt basis		10 _____
11	Stock Basis at End of Year (Line 8 minus line 9 minus line 10) (not less than zero)		11 <u>266</u>

**Debt Basis**

12	Debt basis at beginning of year (not less than zero)		
13	New loans to corporation during year		
14	Restoration of Debt Basis (Line 10)		
15	Less: Loans repaid by corporation during the year		
16	Less: Applied against excess loss and deductions / non-deductible items		
17	Debt basis at the end of tax year (combine lines 12-16) (not less than zero)		17 _____
18	Shareholder's total basis at end of tax year (combine lines 11 and 17)		18 <u>266</u>

**Carryover**

		Total Disallowed Losses	Debt Basis Applied Against Excess Losses and Deductions
19	Total Beginning of year	_____	_____
20	Add: Losses and deductions this year	_____	_____
21	Less: Applied this year	_____	_____
22	End of year (Not less than zero)	_____	_____

Due Diligence

(Keep for your records)

2018

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio



Income

Does the income appear to be sufficient to support the taxpayer and qualifying children?

If "No," some additional inquiries might be needed . . . . .  Yes  No

Taxpayers with self-employment income:

Not applicable

1. How long have you owned your business? . . . . . 1 year

2. Can you provide any documentation to substantiate your business?

- Business cards  Business/occupational license (if required)
- Business stationary  Other tax returns (sales/excise, employment, etc.)
- Receipts or receipt book (with company header)  Advertisements (newspaper, flyer, yellow pages, etc.)

Other (list any other documentation you can provide to substantiate your business):

Invoices

3. Who maintains the business records? . . . . . Taxpayer

4. Do you maintain separate banking accounts for personal and business transactions? . . . . .  Yes  No

a. If "Yes," what form of records were provided?

b. If "No," how do you differentiate between personal and business transactions and monetary assets?

Only minimal expense

5. Were satisfactory records of income and expense provided? . . . . .  Yes  No

a. If "Yes," in what form were these records provided?

- Accounting records  Car/truck expenses
- Paid invoices/receipts  Ledgers
- Log books  Business bank accounts
- Computer records

Other (list any other forms of documentation you can provide to support your business):

b. If "No," how did you determine:

The amount of income? \_\_\_\_\_

The amount of expense? \_\_\_\_\_

6. Form 1099-MISC:

a. Do you have any Forms 1099-MISC to support the income? . . . . .  Yes  No

b. If not, is it reasonable that the business type would not receive Form 1099-MISC? . . . . .  Yes  No

7. Are the expenses consistent with the type of business? . . . . .  Yes  No

8. Are the amounts of expense reasonable? . . . . .  Yes  No

9. Are any expenses that are typical for this type of business missing? . . . . .  Yes  No

10. List any other information you can provide related to your business:

Your signature	Date	Spouse's signature. If joint return, BOTH must sign.	Date
Paid preparer's signature	Date		
	03-05-2019		



Department of the Treasury  
Internal Revenue Service

▶ Return completed Form 8879 to your ERO. (Don't send to the IRS.)  
▶ Go to [www.irs.gov/Form8879](http://www.irs.gov/Form8879) for the latest information.

**2018**

Submission Identification Number (SID) ▶

Taxpayer's name <u>Bryan R Rendzio</u>	Social security number 
Spouse's name <u>Stacy O Rendzio</u>	Spouse's social security number 

**Part I Tax Return Information - Tax Year Ending December 31, 2018** (Whole dollars only)

1	Adjusted gross income (Form 1040, line 7; Form 1040NR, line 35)	1	235,671
2	Total tax (Form 1040, line 15; Form 1040NR, line 61)	2	34,424
3	Federal income tax withheld from Forms W-2 and 1099 (Form 1040, line 16; Form 1040NR, line 62a)	3	32,813
4	Refund (Form 1040, line 20a; Form 1040-SS, Part I, line 13a; Form 1040NR, line 73a)	4	
5	Amount you owe (Form 1040, line 22; Form 1040NR, line 75)	5	1,611

**Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)**

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2018, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

Taxpayer's PIN: check one box only

I authorize SIMONIC SIMONIC RATNECHT to enter or generate my PIN 54709  
ERO firm name Enter five digits, but don't enter all zeros  
as my signature on my tax year 2018 electronically filed income tax return.

I will enter my PIN as my signature on my tax year 2018 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

Spouse's PIN: check one box only

I authorize SIMONIC SIMONIC RATNECHT to enter or generate my PIN 17783  
ERO firm name Enter five digits, but don't enter all zeros  
as my signature on my tax year 2018 electronically filed income tax return.

I will enter my PIN as my signature on my tax year 2018 electronically filed income tax return. Check this box **only** if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

**Practitioner PIN Method Returns Only - continue below**

**Part III Certification and Authentication - Practitioner PIN Method Only**

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 592264-81161  
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2018 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub.1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Joanne F Ratnecht Date ▶ 03-05-2019

**ERO Must Retain This Form - See Instructions**  
**Don't Submit This Form to the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see your tax return instructions.

## 2018 Qualified Business Income Deduction Simplified Worksheet

Form 1040/1041

(Keep for your records)

2018

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio



**Before you begin:** This worksheet is for taxpayers who:

- Have qualified business income, REIT dividends, or PTP income.
- Are not a patron in a specified agricultural or horticultural cooperative.
- Have taxable income of \$157,500 or less (\$315,000 or less if married filing jointly).

	(a) Trade or business name	(b) Employer identification number	(c) Qualified business income or (loss)
i.	K1s: Fla Business & Construction Law	82-3837054	20,945
ii.	Schedule C: Author		(1,023)
iii.			
iv.			

2. Total qualified business income or (loss). Add the amounts in 1i through 1iv, column 1(c) . . . . . **2.** 19,922

*Note. If reporting qualified business income or (loss) from more than four trades or businesses, see the instructions for line 2 of this worksheet.*

3. Qualified business loss carryforward from the prior year . . . . . **3.** \_\_\_\_\_

4. Total qualified business income. Combine lines 2 and 3. If zero or less, enter -0- . . . . . **4.** 19,922

5. Qualified business income component. Multiply line 4 by 20% (0.20) . . . . . **5.** 3,984

6. Qualified REIT dividends and PTP income or (loss) . . . . . **6.** 0

7. Qualified REIT dividends and PTP loss carryforward from the prior year . . . . . **7.** ( )

8. Total qualified REIT dividends and PTP income. Add lines 6 and 7. If zero or less, enter -0- . . . . . **8.** 0

9. REIT and PTP component. Multiply line 8 by 20% (0.20) . . . . . **9.** \_\_\_\_\_

10. Qualified business income deduction before the income limitation. Add lines 5 and 9 . . . . . **10.** 3,984

a. Enter amount from Form 1040, line 7 . . . . . **a.** 235,671

b. Enter amount from Form 1040, line 8 . . . . . **b.** 24,000

11. Taxable income before qualified business income deduction. Subtract line b from line a. If filing with Form 1041, enter amount from Form 1041, line 22. . . . . **11.** 211,671

12. Net capital gain (see instructions) . . . . . **12.** 0

13. Subtract line 12 from line 11. If zero or less, enter -0- . . . . . **13.** 211,671

14. Income limitation. Multiply line 13 by 20% (0.20) . . . . . **14.** 42,334

15. Qualified business income deduction. Enter the smaller of line 10 or line 14 . . . . . **15.** 3,984

16. Total qualified business loss carryforward. Add lines 2 and 3. If more than zero, enter -0- . . . . . **16.** ( 0 )

17. Total qualified REIT dividends and PTP loss carryforward. Add lines 6 and 7. If more than zero, enter -0- . . . . . **17.** ( 0 )

Summary of Estimates

2019

Name(s) as shown on return

Your SSN/EIN

Bryan R & Stacy O Rendzio

Federal

Form: 1040-ES

Payment Schedule

Due Date	04-15-2019	06-17-2019	09-16-2019	01-15-2020	Total
Total Installment Amount	1,270	1,270	1,270	1,270	5,080
Overpayment Applied	0	0	0	0	0
Net Installment Due	1,270	1,270	1,270	1,270	5,080

Taxpayer Records

Amount Actually Paid				
Date Paid				
Check #/Confirmation				

# Estimated Tax Worksheet for Next Year

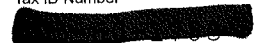
(Keep for your records)

**2018**

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio



1.	Wages	1.	_____
2.	Interest and Dividend income	2.	_____
3.	Capital gain income	3.	_____
4.	Taxable IRA/Pension income	4.	_____
5.	Taxable Social Security income	5.	_____
6.	Business income	6.	_____
7.	Other income	7.	_____
8.	Total income (add lines 1 thru 7)	8.	_____
9.	Adjustments to income	9.	_____
10.	Adjusted gross income (subtract line 9 from line 8)	10.	_____
11a.	Itemized deductions	11a.	_____
11b.	Standard deduction	11b.	_____
12.	Taxable income (subtract the larger of line 11a or 11b from line 10)	12.	_____
13.	Estimated Section 199A deduction for qualified trade or business income	13.	_____
14.	Projected taxable income (subtract line 13 from line 12)	14.	_____
15.	Projected Tax	15.	_____
16.	Alternative Minimum Tax	16.	_____
17.	Total tax	17.	_____
18a.	Child Tax Credit and Other Dependent Credit	18a.	_____
18b.	Other projected Credits	18b.	_____
18c.	Total projected credits	18c.	_____
19.	Subtract line 18d from line 17	19.	_____
20.	Projected SE Tax - Taxpayer	20.	_____
21.	Projected SE Tax - Spouse	21.	_____
22.	Other taxes	22.	_____
23a.	Add lines 19 through 22	23a.	_____
b.	Earned income credit, additional child tax credit, fuel tax credit, net premium tax credit, refundable American opportunity credit, and refundable credit from Form 8885	23b.	_____
c.	<b>Total 2019 estimated tax.</b> Subtract line 23b from line 23a. If zero or less enter -0-	23c.	_____
24a.	Multiply line 23c by 90% (66 2/3% for farmers and fishermen)	24a.	_____
b.	Required annual payment based on prior year's tax (see instructions) <b>110%</b>	24b.	37,866
c.	<b>Required annual payment to avoid a penalty.</b> Enter the <b>smaller</b> of line 24a or 24b	24c.	37,866
25.	Projected Withholding	25.	32,813
26.	Projected Net Tax (subtract line 25 from line 24c)	26.	5,053

Estimates will be computed on \$5,053. This is line 26.

Use screen ETA to provide accurate estimates of next year's income, deductions, and credits. If screen ETA is used, lines 1-24a of this worksheet will be autofilled.

a Employee's social security number [REDACTED]		OMB No. 1545-0008		Safe, accurate, FAST! Use		IRS e-file		Visit the IRS website at www.irs.gov/efile					
b Employer identification number (EIN) 59-0864469				1 Wages, tips, other compensation 49,051		2 Federal income tax withheld 7,406							
c Employer's name, address, and ZIP code Brown & Brown Inc  220 S. Ridgewood Daytona Beach FL 32114				3 Social security wages 51,107		4 Social security tax withheld 3,169							
				5 Medicare wages and tips 51,107		6 Medicare tax withheld 741							
				7 Social security tips		8 Allocated tips							
d Control number				9 Verification code		10 Dependent care benefits							
e Employee's first name and initial Last name Suff.  Stacy O Rendzio  205 Odoms Mill Blvd Ponte Vedra Beach FL 32082				11 Nonqualified plans		12a See instructions for box 12 Code D   2,056							
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b Code							
				14 Other		12c Code							
						12d Code							
f Employee's address and ZIP code		15 State Employer's state ID number		16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form **W-2** Wage and Tax Statement

**2018**

Department of the Treasury-Internal Revenue Service

Copy B - To Be Filed With Employee's FEDERAL Tax Return.  
This information is being furnished to the Internal Revenue Service.

EEA The information on the Form W-2 was used to prepare the taxpayer's 2018 Federal tax return by SIMONIC SIMONIC RATN

a Employee's social security number [REDACTED]		OMB No. 1545-0008		Safe, accurate, FAST! Use		IRS e-file		Visit the IRS website at www.irs.gov/efile					
b Employer identification number (EIN) 82-3837054				1 Wages, tips, other compensation 166,698		2 Federal income tax withheld 25,407							
c Employer's name, address, and ZIP code FLA Business & Construction Law Gr  1400 Prudential Dr Jacksonville FL 32207				3 Social security wages 128,400		4 Social security tax withheld 7,961							
				5 Medicare wages and tips 171,314		6 Medicare tax withheld 2,484							
				7 Social security tips		8 Allocated tips							
d Control number				9 Verification code		10 Dependent care benefits							
e Employee's first name and initial Last name Suff.  Bryan R Rendzio  205 Odoms Mill Blvd Ponte Vedra Beach FL 32082				11 Nonqualified plans		12a See instructions for box 12 Code S   4,616							
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b Code							
				14 Other		12c Code							
						12d Code							
f Employee's address and ZIP code		15 State Employer's state ID number		16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form **W-2** Wage and Tax Statement

**2018**

Department of the Treasury-Internal Revenue Service

Copy B - To Be Filed With Employee's FEDERAL Tax Return.  
This information is being furnished to the Internal Revenue Service.

EEA The information on the Form W-2 was used to prepare the taxpayer's 2018 Federal tax return by SIMONIC SIMONIC RATN

Student Loan Interest Deduction Worksheet  
Form 1040, Line 33

(Keep for your records)

2018

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

1. Enter the total interest you paid in 2018 on qualified student loans (see the instructions for line 33). Don't enter more than \$2,500 . . . . . 1. 2,500
  
2. Enter the amount from Form 1040, line 6 . . . . . 2. 235,671
  
3. Enter the total of the amounts from Schedule 1, lines 23 through 32, plus any write-in adjustments you entered on the dotted line next to Schedule 1, line 36 . . . . . 3. \_\_\_\_\_
  
4. Subtract line 3 from line 2 . . . . . 4. 235,671
  
5. Enter the amount shown below for your filing status.
  - Single, head of household, or qualifying widow(er) - \$65,000
  - Married filing jointly - \$135,000 } . . . . . 5. 135,000
  
6. Is the amount on line 4 more than the amount on line 5?  
 No. Skip lines 6 and 7, enter -0- on line 8, and go to line 9.  
 Yes. Subtract line 5 from line 4 . . . . . 6. 100,671
  
7. Divide line 6 by \$15,000 (\$30,000 if married filing jointly). Enter the result as a decimal (rounded to at least three places). If the result is 1.000 or more, enter 1.000 . . . . . 7. 1.000
  
8. Multiply line 1 by line 7 . . . . . 8. 2,500
  
9. **Student loan interest deduction.** Subtract line 8 from line 1. Enter the result here and on Schedule 1, line 33. Don't include this amount in figuring any other deduction on your return (such as on Schedule A, C, E, etc.) . . . . . 9. 0

**SCHEDULE 1**  
**(Form 1040)**

**Additional Income and Adjustments to Income**

OMB No. 1545-0074

**2018**

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1040.

Attachment  
Sequence No. **01**

▶ Go to [www.irs.gov/Form1040](http://www.irs.gov/Form1040) for instructions and the latest information.

Name(s) shown on Form 1040

Your social security number

Bryan R & Stacy O Rendzio

<b>Additional Income</b>	<b>1-9b</b>	Reserved		<b>1-9b</b>	
	<b>10</b>	Taxable refunds, credits, or offsets of state and local income taxes		<b>10</b>	
	<b>11</b>	Alimony received		<b>11</b>	
	<b>12</b>	Business income or (loss). Attach Schedule C or C-EZ		<b>12</b>	(1,023)
	<b>13</b>	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>		<b>13</b>	
	<b>14</b>	Other gains or (losses). Attach Form 4797		<b>14</b>	
	<b>15a</b>	Reserved		<b>15b</b>	
	<b>16a</b>	Reserved		<b>16b</b>	
	<b>17</b>	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		<b>17</b>	20,945
	<b>18</b>	Farm income or (loss). Attach Schedule F		<b>18</b>	
	<b>19</b>	Unemployment compensation		<b>19</b>	
	<b>20a</b>	Reserved		<b>20b</b>	
	<b>21</b>	Other income. List type and amount		<b>21</b>	
	<b>22</b>	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23		<b>22</b>	19,922
<b>Adjustments to Income</b>	<b>23</b>	Educator expenses	<b>23</b>		
	<b>24</b>	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	<b>24</b>		
	<b>25</b>	Health savings account deduction. Attach Form 8889	<b>25</b>	0	
	<b>26</b>	Moving expenses for members of the Armed Forces. Attach Form 3903	<b>26</b>		
	<b>27</b>	Deductible part of self-employment tax. Attach Schedule SE	<b>27</b>		
	<b>28</b>	Self-employed SEP, SIMPLE, and qualified plans	<b>28</b>		
	<b>29</b>	Self-employed health insurance deduction	<b>29</b>		
	<b>30</b>	Penalty on early withdrawal of savings	<b>30</b>		
	<b>31a</b>	Alimony paid <b>b</b> Recipient's SSN	<b>31a</b>		
	<b>32</b>	IRA deduction	<b>32</b>		
	<b>33</b>	Student loan interest deduction	<b>33</b>		
	<b>34</b>	Reserved	<b>34</b>		
<b>35</b>	Reserved	<b>35</b>			
<b>36</b>	Add lines 23 through 35	<b>36</b>		0	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040) 2018

# Computation of Regular Tax

(Keep for your records)

2018

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

## Statement for line 11a of Form 1040

### Tax Rate Schedule for Married Filing Joint Filing Status

If taxable income is				of the	
over	but not over	pay	plus	% on excess	amount over
0	19,050	0.00		10%	0
19,050	77,400	1,905.00		12%	19,050
77,400	165,000	8,907.50		22%	77,400
<b>165,000</b>	<b>315,000</b>	<b>28,179.00</b>		<b>24%</b>	<b>165,000</b>
315,000	400,000	64,179.00		32%	315,000
400,000	600,000	91,379.00		35%	400,000
600,000	. . . . .	161,379.00		37%	600,000

$$\$28,179.00 + ((\$207,687.00 - \$165,000.00) \times 24.0\%) = \$38,424$$

Tax from Tax Rate Schedule \$ 38,424

\$ 38,424 Tax computed using only available method



Name(s) as shown on return

Tax ID Number

Bryan R Rendzio

Use this worksheet if you answered "Yes" to Step 5, question 2.

- Complete the parts below (Parts 1 through 3) that apply to you. Then, continue to Part 4.
- If you are married filing a joint return, include your spouse's amounts, if any, with yours to figure the amounts to enter in Parts 1 through 3.

**Part 1**

**Self-Employed,  
Members of the  
Clergy, and  
People With  
Church  
Employee  
Income Filing  
Schedule SE**

- 1a. Enter the amount from Schedule SE, Section A, line 3, or Section B, line 3, whichever applies.
- 1b. Enter any amount from Schedule SE, Section B, line 4b, and line 5a.
- 1c. Combine lines 1a and 1b.
- 1d. Enter the amount from Schedule SE, Section A, line 6, or Section B, line 13, whichever applies.
- 1e. Subtract line 1d from 1c.

1a	
1b	
1c	
1d	
1e	

**Part 2**

**Self-Employed  
NOT Required  
To File  
Schedule SE**

For example, your net earnings from self-employment were less than \$400.

2. Do not include on these lines any statutory employee income, any net profit from services performed as a notary public, any amount exempt from self-employment tax as the result of the filing and approval of Form 4029 or Form 4361, or any other amounts exempt from self-employment tax.
  - a. Enter any net farm profit or (loss) from Schedule F, line 34, and from farm partnerships, Schedule K-1 (Form 1065), box 14, code A\*.
  - b. Enter any net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1\*.
  - c. Combine lines 2a and 2b.

2a	
2b	(1,023)
2c	(1,023)

*\*If you have any Schedule K-1 amounts, complete the appropriate line(s) of Schedule SE, Section A. Reduce the Schedule K-1 amounts as described in the Partner's Instructions for Schedule K-1. Enter your name and social security number on Schedule SE and attach it to your return.*

**Part 3**

**Statutory  
Employees  
Filing Schedule  
C or C-EZ**

3. Enter the amount from Schedule C, line 1, or Schedule C-EZ, line 1, that you are filing as a statutory employee.

3	
---	--

**Part 4**

**All Filers Using  
Worksheet B**

4. Combine lines 1e, 2c, and 3. This is your total self-employed income.

4	(1,023)
---	---------

## State and Local General Sales Tax Deduction Worksheet - Line 5a

(Keep for your records)

**2018**

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio



**Before you begin:** See the instructions for line 1 of the worksheet if you:

- Lived in more than one state during 2018, or
- Had any **nontaxable** income in 2018.

1. Enter your **state** general sales taxes from the 2018 Optional State Sales Tax Table . . . . . 1. 1,587

**Next.** If, for all of 2018, you lived only in Connecticut, the District of Columbia, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Jersey, or Rhode Island, skip lines 2 through 5, enter -0- on line 6, and go to line 7. Otherwise, go to line 2.

2. Did you live in Alaska, Arizona, Arkansas, Colorado, Georgia, Illinois, Louisiana, Mississippi, Missouri, New York, North Carolina, South Carolina, Tennessee, Utah, or Virginia in 2018?

- No.** Enter -0-  
 **Yes.** Enter your base **local** general sales taxes from the 2018  
 Optional Local Sales Tax Tables . . . . . 2. \_\_\_\_\_

3. Did your locality impose a **local** general sales tax in 2018? Residents of California and Nevada, see the instructions for line 3 of the worksheet.

- No.** Skip lines 3 through 5, enter -0- on line 6, and go to line 7.  
 **Yes.** Enter your **local** general sales tax rate, but omit the percentage sign.  
 For example, if your local general sales tax rate was 2.5%, enter 2.5. If your local general sales tax rate changed or you lived in more than one locality in the same state during 2018, see the instructions for line 3 of the worksheet . . . . . 3. 0.500000

4. Did you enter -0- on line 2?

- No.** Skip lines 4 and 5 and go to line 6.  
 **Yes.** Enter your **state** general sales tax rate (shown in the table heading for your state), but omit the percentage sign. For example, if your state general sales tax rate is 6%, enter 6.0 . . . . . 4. 6.000000

5. Divide line 3 by line 4. Enter the result as a decimal (rounded to at least three places) . . . . . 5. 0.083333

6. Did you enter -0- on line 2?

- No.** Multiply line 2 by line 3  
 **Yes.** Multiply line 1 by line 5. If you lived in more than one locality in the same state during 2018, see the instructions for line 6 of the worksheet . . . . . 6. 132

7. Enter your state and local general sales taxes paid on specified items, if any. See the instructions for line 7 of the worksheet . . . . . 7. \_\_\_\_\_

8. **Deduction for general sales taxes.** Add lines 1, 6, and 7. Enter the result here and the total from all your state and local general sales tax deduction worksheets, if you completed more than one, on Schedule A, line 5a.

Be sure to check the **box** on that line . . . . . 8. 1,719

**Optional Sales Tax Table Computation**

State: FL

Income:	235,671			
Family Size:*	4			
Amount from table:	1,587			
Days:	365			
Deduction:	1,587			

\* "Over 5" is the maximum number in family size for the optional sales tax tables in Schedule A Instructions. Returns with a family size of 6 or more will display a "6" on this line.

Child Tax Credit and Credit for Other Dependents Worksheet

(Keep for your records)

2018

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

Before you begin: Figure the amount of any credits you are claiming on Form 5695, Part II, line 30\*; Form 8910; Form 8936; or Schedule R.

\*See the Form 5695 instructions to see if line 30 (nonbusiness energy property credit) applies for 2018.

Part 1

- 1. Number of qualifying children under 17 with the required social security number: 2 x \$2,000. Enter the result 1. 4,000
2. Number of other dependents, including qualifying children who are not under 17 or who do not have the required social security number: x \$500. Enter the result 2.
Caution: Don't include yourself, your spouse, or anyone who is not a U.S. citizen, U.S. national, or U.S. resident alien. Also, don't include anyone you included on line 1.
3. Add lines 1 and 2 3. 4,000
4. Enter the amount from Form 1040, line 7, or Form 1040NR, line 35 4. 235,671
5. 1040 Filers. Enter the total of any - Exclusion of income from Puerto Rico, and Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15. 1040NR Filers. Enter -0-. 5.
6. Add lines 4 and 5. Enter the total 6. 235,671
7. Enter the amount shown below for your filing status. Married filing jointly - \$400,000 All other filing statuses - \$200,000 7. 400,000
8. Is the amount on line 6 more than the amount on line 7? No. Leave line 8 blank. Enter -0- on line 9. Yes. Subtract line 7 from line 6 If the result is not a multiple of \$1,000, increase it to the next multiple of \$1,000. For example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc. 8.
9. Multiply the amount on line 8 by 5% (.05). Enter the result 9. 0
10. Is the amount on line 3 more than the amount on line 9? No. STOP You cannot take the child tax credit or credit for other dependents on Form 1040, line 12a, or Form 1040NR, line 49. You also cannot take the additional child tax credit on Form 1040, line 17b, or Form 1040NR, line 64. Complete the rest of your Form 1040 or Form 1040NR. Yes. Subtract line 9 from line 3. Enter the result 10. 4,000
Go to Part 2 on the next page.

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

**Before you begin Part 2:** Figure the amount of any credits you are claiming on Form 5695, Part II; line 30; Form 8910; Form 8936; or Schedule R.

**Part 2**

11. Enter the amount from Form 1040, line 11 or Form 1040NR, line 45 ..... 11. 38,424

12. Add the following amounts from:

Form 1040	or	Form 1040NR	
Schedule 3, Line 48		Line 46	+ _____
Schedule 3, Line 49		Line 47	+ _____
Schedule 3, Line 50		-----	+ _____
Schedule 3, Line 51		Line 48	+ _____
Form 5695, line 30			+ _____
Form 8910, line 15			+ _____
Form 8936, line 23			+ _____
Schedule R, line 22			+ _____

Enter the total. 12. \_\_\_\_\_

13. Subtract line 12 from line 11 ..... 13. 38,424

14. Are you claiming any of the following credits?

- Mortgage interest credit, Form 8396.
- Adoption credit, Form 8839.
- Residential energy efficient property credit, Form 5695, Part I.
- District of Columbia first-time homebuyer credit, Form 8859.

No. Enter -0-.

Yes. If you are filing Form 2555 or 2555-EZ, enter -0-.  
Otherwise, complete the Line 14 Worksheet, later, to figure  
the amount to enter here.

14. \_\_\_\_\_

15. Subtract line 14 from line 13. Enter the result ..... 15. 38,424

16. Is the amount on line 10 of this worksheet more than the amount on line 15?

No. Enter the amount from line 10.

Yes. Enter the amount from line 15.

See the TIP below.

**This is your child tax  
credit and credit for  
other dependents.**

16. 4,000

Enter this amount on  
Form 1040, line 12a, or  
Form 1040NR, line 49.

**TIP**

You may be able to take the additional child tax credit on Form 1040, line 17b, or Form 1040NR, line 64, only if you answered "Yes" on line 16 and line 1 is more than zero.

• First, complete your Form 1040 through line 17a (also complete Schedule 5, line 72) or Form 1040NR through line 63 (also, complete line 67).

• Then, use Schedule 8812 to figure any additional child tax credit.



# **TAX RETURN 2019**

**Filing Status**  Single  Married filing jointly  Married filing separately (MFS)  
 Head of household (HOH)  Qualifying widow(er) (QW)

Check only one box. If you checked the MFS box, enter the name of spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent. ▶

Your first name and middle initial Bryan R	Last name Renzio	Your social security number [REDACTED]
If joint return, spouse's first name and middle initial Stacy O	Last name Renzio	Spouse's social security number [REDACTED]
Home address (number and street). If you have a P.O. box, see instructions. [REDACTED]		Apt. no.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). [REDACTED]		Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. <input type="checkbox"/> You <input type="checkbox"/> Spouse
Foreign country name	Foreign province/state/county	Foreign postal code
If more than four dependents, see Inst. & check here ▶ <input type="checkbox"/>		

**Standard Deduction** Someone can claim:  You as a dependent  Your spouse as a dependent  
 Spouse itemizes on a separate return or you were a dual-status alien

**Age/Blindness** You:  Were born before January 2, 1955  Are blind  
 Spouse:  Was born before January 2, 1955  Is blind

Dependents (see instructions):		(2) Social security number	(3) Relationship to you	(4) check if qualifies for (see Inst.):	
(1) First name	Last name			Child tax credit	Credit for other dependents
[REDACTED]	Renzio	[REDACTED]	Son	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[REDACTED]	Renzio	[REDACTED]	Son	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

1	Wages, salaries, tips, etc. Attach Form(s) W-2 . . . . .	1	199,438
2a	Tax-exempt interest . . . . .	2a	
		b	Taxable interest . . . . .
2b		2b	
3a	Qualified dividends . . . . .	3a	
		b	Ordinary dividends . . . . .
3b		3b	
4a	IRA distributions . . . . .	4a	
		b	Taxable amount . . . . .
4b		4b	18,000
c	Pensions and annuities . . . . .	4c	
		d	Taxable amount . . . . .
4d		4d	
5a	Social security benefits . . . . .	5a	
		b	Taxable amount . . . . .
5b		5b	
6	Capital gain or (loss). Attach Schedule D if required. If not required, check here . . ▶ <input type="checkbox"/>	6	
7a	Other income from Schedule 1, line 9 . . . . .	7a	4,327
b	Add lines 1, 2b, 3b, 4b, 4d, 5b, 6, and 7a. This is your total income . . . . . ▶	7b	221,765
8a	Adjustments to income from Schedule 1, line 22 . . . . .	8a	0
b	Subtract line 8a from line 7b. This is your adjusted gross income . . . . . ▶	8b	221,765
9	Standard deduction or itemized deductions (from Schedule A)	9	24,400
10	Qualified business income deduction. Attach Form 8995 or Form 8995-A . . . . .	10	865
11a	Add lines 9 and 10 . . . . .	11a	25,265
b	Taxable income. Subtract line 11a from line 8b. If zero or less, enter -0- . . . . .	11b	196,500

**Standard Deduction**

- Single or Married filing separately, \$12,200
- Married filing jointly or Qualifying widow(er), \$24,400
- Head of household, \$18,350
- If you checked any box under Standard Deduction, see instructions.

12a Tax (see instructions). Check if any from:

1 Form(s) 8814 2 Form 4972 3 12a 35,509

b Add Schedule 2, line 3, and line 12a and enter the total 12b 35,509

13a Child tax credit or credit for other dependents 13a 4,000

b Add Schedule 3, line 7, and line 13a and enter the total 13b 4,000

14 Subtract line 13b from line 12b. If zero or less, enter -0- 14 31,509

15 Other taxes, including self-employment tax, from Schedule 2, line 10 15 1,800

16 Add lines 14 and 15. This is your total tax 16 33,309

17 Federal income tax withheld from Forms W-2 and 1099 17 32,616

18 Other payments and refundable credits:

a Earned income credit (EIC) 18a

b Additional child tax credit. Attach Schedule 8812 18b

c American opportunity credit from Form 8863, line 8 18c

d Schedule 3, line 14. 18d 1,013

e Add lines 18a through 18d. These are your total other payments and refundable credits 18e 1,013

19 Add lines 17 and 18e. These are your total payments 19 33,629

Refund

20 If line 19 is more than line 16, subtract line 16 from line 19. This is the amount you overpaid 20 320

21 a Amount of line 20 you want refunded to you. If Form 8888 is attached, check here 21a 320

Direct deposit? See instructions.

b Routing number XXXXX XXXX Type: Checking Savings

d Account number XXXXX XXXX XXXX XXXX XXXX

22 Amount of line 20 you want applied to your 2020 estimated tax 22

Amount You Owe

23 Amount you owe. Subtract line 19 from line 16. For details on how to pay, see instructions 23 0

24 Estimated tax penalty (see instructions) 24

Third Party Designee

Do you want to allow another person (other than your paid preparer) to discuss this return with the IRS? See instructions. Yes. Complete below. No

(Other than paid preparer)

Designee's name

Phone no.

Personal identification number (PIN)

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature

Date

Your occupation

If the IRS sent you an Identify Protection PIN, enter it here (see inst.)

Joint return? See instructions. Keep a copy for your records.

29760

Spouse's signature, if a joint return, both must sign.

Date

Spouse's occupation

If the IRS sent your spouse an Identify Protection PIN, enter it here (see inst.)

95738

Phone no. 904-396-1800

Email address

Paid Preparer Use Only

Preparer's signature

Joanne F Ratnecht

Date

02-26-2020

PTIN

P00645753

Check if:

3rd Party Designee

Preparer's name Joanne F Ratnecht

Phone no.

904-928-1040

Self-employed

Firm's name SIMONIC SIMONIC RATNECHT ASSOC

Firm's address 8750 PERIMETER PARK BLVD

Jacksonville, FL 32216

Firm's EIN 59-3347988



**SCHEDULE A**  
(Form 1040 or 1040-SR)  
(Rev. January 2020)

**Itemized Deductions**

OMB No. 1545-0074

**2019**

Attachment  
Sequence No. **07**

Go to [www.irs.gov/ScheduleA](http://www.irs.gov/ScheduleA) for instructions and the latest information.

Attach to Form 1040 or 1040-SR.

Caution: If you are claiming a net qualified disaster loss on Form 4684, see the instructions for line 16.

Department of the Treasury  
Internal Revenue Service (99)

Name(s) shown on Form 1040 or 1040-SR

Your social security number

**Bryan R & Stacy O Rendzio**

<b>Medical and Dental Expenses</b>	Caution: Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see instructions)	1	2,360	
2	Enter amount from Form 1040 or 1040-SR, line 8b	2	221,765	
3	Multiply line 2 by 7.5% (0.075)	3	16,632	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-			4 0
<b>Taxes You Paid</b>	5 State and local taxes.			
a	State and local income taxes or general sales taxes. You may include either income taxes or general sales taxes on line 5a, but not both. If you elect to include general sales taxes instead of income taxes, check this box <input checked="" type="checkbox"/>	5a	1,668	
b	State and local real estate taxes (see instructions)	5b	4,911	
c	State and local personal property taxes	5c		
d	Add lines 5a through 5c	5d	6,579	
e	Enter the smaller of line 5d or \$10,000 (\$5,000 if married filing separately)	5e	6,579	
6	Other taxes. List type and amount	6		
7	Add lines 5e and 6			7 6,579
<b>Interest You Paid</b>	8 Home mortgage interest and points. If you didn't use all of your home mortgage loan(s) to buy, build, or improve your home, see instructions and check this box <input type="checkbox"/>			
a	Home mortgage interest and points reported to you on Form 1098. See instructions if limited	8a	12,639	
b	Home mortgage interest not reported to you on Form 1098. See instructions if limited. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address	8b		
c	Points not reported to you on Form 1098. See instructions for special rules	8c		
d	Mortgage insurance premiums (see instructions)	8d		
e	Add lines 8a through 8d	8e	12,639	
9	Investment interest. Attach Form 4952 if required. See instructions	9		
10	Add lines 8e and 9			10 12,639
<b>Gifts to Charity</b>	11 Gifts by cash or check. If you made any gift of \$250 or more, see instructions	11	426	
12	Other than by cash or check. If you made any gift of \$250 or more, see instructions. You must attach Form 8283 if over \$500	12	296	
13	Carryover from prior year	13		
14	Add lines 11 through 13			14 722
<b>Casualty and Theft Losses</b>	15 Casualty and theft loss(es) from a federally declared disaster (other than net qualified disaster losses). Attach Form 4684 and enter the amount from line 18 of that form. See instructions			15
<b>Other Itemized Deductions</b>	16 Other - from list in instructions. List type and amount			16
<b>Total Itemized Deductions</b>	17 Add the amounts in the far right column for lines 4 through 16. Also, enter this amount on Form 1040 or 1040-SR, line 9	17	19,940	
18	If you elect to itemize deductions even though they are less than your standard deduction, check this box <input type="checkbox"/>			

For Paperwork Reduction Act Notice, see the Instructions for Forms 1040 and 1040-SR.

Schedule A (Form 1040 or 1040-SR) 2019

**SCHEDULE C**  
(Form 1040 or 1040-SR)

**Profit or Loss From Business**

(Sole Proprietorship)

OMB No. 1545-0074

**2019**

Department of the Treasury  
Internal Revenue Service (99)

Go to [www.irs.gov/ScheduleC](http://www.irs.gov/ScheduleC) for instructions and the latest information.  
Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships generally must file Form 1065.

Attachment  
Sequence No. **09**

Name of proprietor  
**Bryan R Rendzio**

Social security number (SSN)  
[REDACTED]

A Principal business or profession, including product or service (see instructions)  
**Consulting**

B Enter code from instructions  
**541990**

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN) (see instr.)

E Business address (including suite or room no.)  
City, town or post office, state, and ZIP code

F Accounting method: (1)  Cash (2)  Accrual (3)  Other (specify)

G Did you "materially participate" in the operation of this business during 2019? If "No," see instructions for limit on losses . . . . .  Yes  No

H If you started or acquired this business during 2019, check here . . . . .

I Did you make any payments in 2019 that would require you to file Form(s) 1099? (see instructions) . . . . . Yes  No

J If "Yes," did you or will you file required Forms 1099? . . . . . Yes  No

**Part I Income**

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked . . . . .	<input type="checkbox"/>	1	450
2	Returns and allowances . . . . .		2	0
3	Subtract line 2 from line 1 . . . . .		3	450
4	Cost of goods sold (from line 42) . . . . .		4	
5	Gross profit. Subtract line 4 from line 3 . . . . .		5	450
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions) . . . . .		6	
7	Gross income. Add lines 5 and 6 . . . . .		7	450

**Part II Expenses. Enter expenses for business use of your home only on line 30.**

8	Advertising . . . . .	8	18	Office expense (see instructions)	18	
9	Car and truck expenses (see instructions) . . . . .	9	19	Pension and profit-sharing plans	19	
10	Commissions and fees . . . . .	10	20	Rent or lease (see instructions):	20a	
11	Contract labor (see instructions) . . . . .	11	20b	a Vehicles, machinery, and equipment . . . . .	20b	
12	Depletion . . . . .	12	21	b Other business property . . . . .	21	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions) . . . . .	13	22	21 Repairs and maintenance . . . . .	22	
14	Employee benefit programs (other than on line 19) . . . . .	14	23	22 Supplies (not included in Part III)	23	
15	Insurance (other than health) . . . . .	15	24	23 Taxes and licenses . . . . .	24	
16	Interest (see instructions):		24a	24 Travel and meals:	24a	
a	Mortgage (paid to banks, etc.) . . . . .	16a	24b	a Travel . . . . .	24b	
b	Other . . . . .	16b	25	b Deductible meals (see instructions) . . . . .	25	
17	Legal and professional services . . . . .	17	26	25 Utilities . . . . .	26	
18	Total expenses before expenses for business use of home. Add lines 8 through 27a . . . . .	18	27a	26 Wages (less employment credits)	27a	450
19	Tentative profit or (loss). Subtract line 28 from line 7 . . . . .	19	27b	27a Other expenses (from line 48) . . . . .	27b	
20	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____ . Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30 . . . . .	20	28	b Reserved for future use . . . . .	28	450
21	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Schedule 1 (Form 1040 or 1040-SR), line 3 (or Form 1040-NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	21	29		29	0
22	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Schedule 1 (Form 1040 or 1040-SR), line 3, (or Form 1040-NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	22	30		30	
23		23	31		31	0
24		24	32a	<input checked="" type="checkbox"/> All investment is at risk.	32a	
25		25	32b	<input type="checkbox"/> Some investment is not at risk.	32b	

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule C (Form 1040 or 1040-SR) 2019

Name(s) Bryan R Rendzio SSN [REDACTED]

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [ ] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)
34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory?
35 Inventory at beginning of year. If different from last year's closing inventory, attach explanation
36 Purchases less cost of items withdrawn for personal use
37 Cost of labor. Do not include any amounts paid to yourself
38 Materials and supplies
39 Other costs
40 Add lines 35 through 39
41 Inventory at end of year
42 Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year)
44 Of the total number of miles you drove your vehicle during 2019, enter the number of miles you used your vehicle for:
a Business b Commuting (see instructions) c Other
45 Was your vehicle available for personal use during off-duty hours?
46 Do you (or your spouse) have another vehicle available for personal use?
47a Do you have evidence to support your deduction?
b If "Yes," is the evidence written?

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Table with 2 columns: Description of expense, Amount. Row 1: Form 1099-K issued in error, 450.

48 Total other expenses. Enter here and on line 27a 48 450

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

Your social security number

Bryan R & Stacy O Rendzio

Caution: The IRS compares amounts reported on your tax return with amounts shown on Schedule(s) K-1.

Part II Income or Loss From Partnerships and S Corporations - Note: If you report a loss, receive a distribution, dispose of stock, or receive a loan repayment from an S corporation, you must check the box in column (e) on line 28 and attach the required basis computation. If you report a loss from an at-risk activity for which any amount is not at risk, you must check the box in column (f) on line 28 and attach Form 6198 (see instructions).

27 Are you reporting any loss not allowed in a prior year due to the at-risk or basis limitations, a prior year unallowed loss from a passive activity (if that loss was not reported on Form 8582), or unreimbursed partnership expenses? If you answered "Yes," see instructions before completing this section Yes No

Table with 6 columns: (a) Name, (b) Enter P for partnership; S for S corporation, (c) Check if foreign partnership, (d) Employer identification number, (e) Check if basis computation is required, (f) Check if any amount is not at risk. Row A: Fla Business & Construction Law Gr, S, 82-3837054.

Summary table for Part II with columns: (g) Passive loss allowed, (h) Passive income from Schedule K-1, (i) Nonpassive loss allowed, (j) Section 179 expense deduction from Form 4562, (k) Nonpassive income from Schedule K-1. Totals: 4,327.

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Rows A and B are blank.

Summary table for Part III with columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Totals: 35, 36, 37.

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row 39: Combined columns (d) and (e) only.

Part V Summary

Summary table for Part V with columns: Description, Amount. Row 40: Net farm rental income or (loss) from Form 4835. Row 41: Total income or (loss). Row 42: Reconciliation of farming and fishing income. Row 43: Reconciliation for real estate professionals.

**Health Savings Accounts (HSAs)**

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1040, 1040-SR, or Form 1040-NR.  
▶ Go to [www.irs.gov/Form8889](http://www.irs.gov/Form8889) for instructions and the latest information.

**2019**  
Attachment  
Sequence No. **52**

Name(s) shown on Form 1040, 1040-SR, or 1040-NR  
**Bryan R & Stacy O Rendzio**

Social security number of HSA beneficiary. If both spouses have HSAs, see instructions ▶ **[REDACTED]**

**Before you begin:** Complete Form 8853, Archer MSAs and Long-Term Care Insurance Contracts, if required.

**Part I HSA Contributions and Deduction.** See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part I for each spouse.

	<input type="checkbox"/> Self-only	<input checked="" type="checkbox"/> Family
1 Check the box to indicate your coverage under a high-deductible health plan (HDHP) during 2019 (see instructions) ▶		
2 HSA contributions you made for 2019 (or those made on your behalf), including those made from January 1, 2020, through April 15, 2020, that were for 2019. Do not include employer contributions, contributions through a cafeteria plan, or rollovers (see instructions)	2	
3 If you were under age 55 at the end of 2019 and, on the first day of every month during 2019, you were, or were considered, an eligible individual with the same coverage, enter \$3,500 (\$7,000 for family coverage). All others, see the instructions for the amount to enter	3	7,000
4 Enter the amount you and your employer contributed to your Archer MSAs for 2019 from Form 8853, lines 1 and 2. If you or your spouse had family coverage under an HDHP at any time during 2019, also include any amount contributed to your spouse's Archer MSAs	4	
5 Subtract line 4 from line 3. If zero or less, enter -0-	5	7,000
6 Enter the amount from line 5. But if you and your spouse each have separate HSAs and had family coverage under an HDHP at any time during 2019, see the instructions for the amount to enter	6	7,000
7 If you were age 55 or older at the end of 2019, married, and you or your spouse had family coverage under an HDHP at any time during 2019, enter your additional contribution amount (see instructions)	7	
8 Add lines 6 and 7	8	7,000
9 Employer contributions made to your HSAs for 2019	9	
10 Qualified HSA funding distributions	10	
11 Add lines 9 and 10	11	
12 Subtract line 11 from line 8. If zero or less, enter -0-	12	7,000
13 HSA deduction. Enter the smaller of line 2 or line 12 here and on Schedule 1 (Form 1040 or 1040-SR), line 12, or Form 1040-NR, line 25 Caution: If line 2 is more than line 13, you may have to pay an additional tax (see instructions).	13	

**Part II HSA Distributions.** If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part II for each spouse.

14a Total distributions you received in 2019 from all HSAs (see instructions)	14a	180
b Distributions included on line 14a that you rolled over to another HSA. Also include any excess contributions (and the earnings on those excess contributions) included on line 14a that were withdrawn by the due date of your return (see instructions)	14b	
c Subtract line 14b from line 14a	14c	180
15 Qualified medical expenses paid using HSA distributions (see instructions)	15	180
16 Taxable HSA distributions. Subtract line 15 from line 14c. If zero or less, enter -0-. Also, include this amount in the total on Schedule 1 (Form 1040 or 1040-SR), line 8, or Form 1040-NR, line 21. Enter "HSA" and the amount on the line next to the box	16	0
17a If any of the distributions included on line 16 meet any of the Exceptions to the Additional 20% Tax (see instructions), check here ▶ <input type="checkbox"/>		
b Additional 20% tax (see instructions). Enter 20% (0.20) of the distributions included on line 16 that are subject to the additional 20% tax. Also include this amount in the total on Schedule 2 (Form 1040 or 1040-SR), line 8, or Form 1040-NR, line 60. Check box c on Schedule 2 (Form 1040 or 1040-SR), line 8, or box b on Form 1040-NR, line 60. Enter "HSA" and the amount on the line next to the box	17b	

**Part III** Income and Additional Tax for Failure To Maintain HDHP Coverage. See the instructions before completing this part. If you are filing jointly and both you and your spouse each have separate HSAs, complete a separate Part III for each spouse.

18	Last-month rule	18	
19	Qualified HSA funding distribution	19	
20	Total income. Add lines 18 and 19. Include this amount on Schedule 1 (Form 1040 or 1040-SR), line 8, or Form 1040-NR, line 21. On the dotted line next to Schedule 1 (Form 1040 or 1040-SR), line 8, or Form 1040-NR, line 21, enter "HSA" and the amount	20	
21	Additional tax. Multiply line 20 by 10% (0.10). Include this amount in the total on Schedule 2 (Form 1040 or 1040-SR), line 8, or Form 1040-NR, line 60. Check box c on Schedule 2 (Form 1040 or 1040-SR), line 8, or box b on Form 1040-NR, line 60. Enter "HDHP" and the amount on the line next to the box	21	

Client Copy

Form **8867**

### Paid Preparer's Due Diligence Checklist

OMB No. 1545-0074

Earned Income Credit (EIC), American Opportunity Tax Credit (AOTC), Child Tax Credit (CTC) (including the Additional Child Tax Credit (ACTC)) and Credit for Other Dependents (ODC), and Head of Household (HOH) Filing Status  
▶ To be completed by preparer and filed with Form 1040, 1040-SR, 1040-NR, 1040-PR, or 1040-SS.  
▶ Go to [www.irs.gov/Form8867](http://www.irs.gov/Form8867) for instructions and the latest information.

**2019**

Attachment Sequence No. **70**

Department of the Treasury  
Internal Revenue Service

Taxpayer name(s) shown on return

Taxpayer identification number

[REDACTED]

Bryan R & Stacy O Rendzio

Enter preparer's name and PTIN

Joanne F Ratnecht

P00645753

#### Part I Due Diligence Requirements

Please check the appropriate box for the credit(s) and/or HOH filing status claimed on the return and complete the related Parts I-V for the benefit(s) claimed (check all that apply).

EIC  CTC/ACTC/ODC  AOTC  HOH

	Yes	No	N/A
1 Did you complete the return based on information for tax year 2019 provided by the taxpayer or reasonably obtained by you? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 If credits are claimed on the return, did you complete the applicable EIC and/or CTC/ACTC/ODC worksheets found in the Form 1040, 1040-SR, 1040-NR, 1040-PR, or 1040-SS instructions, and/or the AOTC worksheet found in the Form 8863 instructions, or your own worksheet(s) that provides the same information, and all related forms and schedules for each credit claimed? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Did you satisfy the knowledge requirement? To meet the knowledge requirement, you must do both of the following. • Interview the taxpayer, ask questions, and contemporaneously document the taxpayer's responses to determine that the taxpayer is eligible to claim the credit(s) and/or HOH filing status. • Review information to determine that the taxpayer is eligible to claim the credit(s) and/or HOH filing status and to compute the amount(s) of any credit(s) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4 Did any information provided by the taxpayer or a third party for use in preparing the return, or information reasonably known to you, appear to be incorrect, incomplete, or inconsistent? (If "Yes," answer questions 4a and 4b. If "No," go to question 5.) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
a Did you make reasonable inquiries to determine the correct, complete, and consistent information? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b Did you contemporaneously document your inquiries? (Documentation should include the questions you asked, whom you asked, when you asked, the information that was provided, and the impact the information had on your preparation of the return.) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5 Did you satisfy the record retention requirement? To meet the record retention requirement, you must keep a copy of your documentation referenced in 4b, a copy of this Form 8867, a copy of any applicable worksheet(s), a record of how, when, and from whom the information used to prepare Form 8867 and any applicable worksheet(s) was obtained, and a copy of any document(s) provided by the taxpayer that you relied on to determine eligibility for the credit(s) and/or HOH filing status or to compute the amount(s) of the credit(s) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
List those documents, if any, that you relied on. _____ _____			
6 Did you ask the taxpayer whether he/she could provide documentation to substantiate eligibility for the credit(s) and/or HOH filing status and the amount(s) of any credit(s) claimed on the return if his/her return is selected for audit? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7 Did you ask the taxpayer if any of these credits were disallowed or reduced in a previous year? (If credits were disallowed or reduced, go to question 7a; if not, go to question 8.) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a Did you complete the required recertification Form 8862? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 If the taxpayer is reporting self-employment income, did you ask questions to prepare a complete and correct Schedule C (Form 1040 or 1040-SR)? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For Paperwork Reduction Act Notice, see separate instructions.  
EEA

Form 8867 (2019)

**Part II Due Diligence Questions for Returns Claiming EIC (If the return does not claim EIC, go to Part III.)**

	Yes	No	N/A
9a Have you determined that the taxpayer is, in fact, eligible to claim the EIC for the number of qualifying children claimed, or is eligible to claim the EIC without a qualifying child? (Skip 9b and 9c if the taxpayer is claiming the EIC and does not have a qualifying child.)	<input type="checkbox"/>	<input type="checkbox"/>	
b Did you ask the taxpayer if the child lived with the taxpayer for over half of the year, even if the taxpayer has supported the child the entire year?	<input type="checkbox"/>	<input type="checkbox"/>	
c Did you explain to the taxpayer the rules about claiming the EIC when a child is the qualifying child of more than one person (tiebreaker rules)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part III Due Diligence Questions for Returns Claiming CTC/ACTC/ODC (If the return does not claim CTC, ACTC, or ODC, go to Part IV.)**

	Yes	No	N/A
10 Have you determined that each qualifying person for the CTC/ACTC/ODC is the taxpayer's dependent who is a citizen, national, or resident of the United States?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11 Did you explain to the taxpayer that he/she may not claim the CTC/ACTC if the taxpayer has not lived with the child for over half of the year, even if the taxpayer has supported the child, unless the child's custodial parent has released a claim to exemption for the child?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 Did you explain to the taxpayer the rules about claiming the CTC/ACTC/ODC for a child of divorced or separated parents (or parents who live apart), including any requirement to attach a Form 8332 or similar statement to the return?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part IV Due Diligence Questions for Returns Claiming AOTC (If the return does not claim AOTC, go to Part V.)**

	Yes	No
13 Did the taxpayer provide substantiation for the credit, such as a Form 1098-T and/or receipts for the qualified tuition and related expenses for the claimed AOTC?	<input type="checkbox"/>	<input type="checkbox"/>

**Part V Due Diligence Questions for Claiming HOH (If the return does not claim HOH filing status, go to Part VI.)**

	Yes	No
14 Have you determined that the taxpayer was unmarried or considered unmarried on the last day of the tax year and provided more than half of the cost of keeping up a home for the year for a qualifying person?	<input type="checkbox"/>	<input type="checkbox"/>

**Part VI Eligibility Certification**

- ▶ You will have complied with all due diligence requirements for claiming the applicable credit(s) and/or HOH filing status on the return of the taxpayer identified above if you:
  - A. Interview the taxpayer, ask adequate questions, contemporaneously document the taxpayer's responses on the return or in your notes, review adequate information to determine if the taxpayer is eligible to claim the credit(s) and/or HOH filing status and to compute the amount(s) of the credit(s);
  - B. Complete this Form 8867 truthfully and accurately and complete the actions described in this checklist for any applicable credit(s) claimed and HOH filing status, if claimed;
  - C. Submit Form 8867 in the manner required; and
  - D. Keep all five of the following records for 3 years from the latest of the dates specified in the Form 8867 instructions under *Document Retention*.
    1. A copy of this Form 8867.
    2. The applicable worksheet(s) or your own worksheet(s) for any credit(s) claimed.
    3. Copies of any documents provided by the taxpayer on which you relied to determine the taxpayer's eligibility for the credit(s) and/or HOH filing status and to compute the amount(s) of the credit(s).
    4. A record of how, when, and from whom the information used to prepare this form and the applicable worksheet(s) was obtained.
    5. A record of any additional information you relied upon, including questions you asked and the taxpayer's responses, to determine the taxpayer's eligibility for the credit(s) and/or HOH filing status and to compute the amount(s) of the credit(s).
- ▶ If you have not complied with all due diligence requirements, you may have to pay a \$530 penalty for each failure to comply related to a claim of an applicable credit or HOH filing status.

	Yes	No
15 Do you certify that all of the answers on this Form 8867 are, to the best of your knowledge, true, correct, and complete?	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Due Diligence

(Keep for your records)

2019

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

Income

Does the income appear to be sufficient to support the taxpayer and qualifying children?

If "No," some additional inquiries might be needed . . . . .  Yes  No

Taxpayers with self-employment income:

Not applicable

1. How long have you owned your business? . . . . . \_\_\_\_\_

2. Can you provide any documentation to substantiate your business?

- Business cards  Business/occupational license (if required)
- Business stationary  Other tax returns (sales/excise, employment, etc.)
- Receipts or receipt book (with company header)  Advertisements (newspaper, flyer, yellow pages, etc.)

Other (list any other documentation you can provide to substantiate your business):

3. Who maintains the business records? . . . . . \_\_\_\_\_

4. Do you maintain separate banking accounts for personal and business transactions? . . . . .  Yes  No

a. If "Yes," what form of records were provided?

b. If "No," how do you differentiate between personal and business transactions and monetary assets?

5. Were satisfactory records of income and expense provided? . . . . .  Yes  No

a. If "Yes," in what form were these records provided?

- Accounting records  Car/truck expenses
- Paid invoices/receipts  Ledgers
- Log books  Business bank accounts
- Computer records

Other (list any other forms of documentation you can provide to support your business):

b. If "No," how did you determine:

The amount of income? \_\_\_\_\_

The amount of expense? \_\_\_\_\_

6. Form 1099-MISC:

a. Do you have any Forms 1099-MISC to support the income? . . . . .  Yes  No

b. If not, is it reasonable that the business type would not receive Form 1099-MISC? . . . . .  Yes  No

7. Are the expenses consistent with the type of business? . . . . .  Yes  No

8. Are the amounts of expense reasonable? . . . . .  Yes  No

9. Are any expenses that are typical for this type of business missing? . . . . .  Yes  No

10. List any other information you can provide related to your business:

Your signature	Date	Spouse's signature. If joint return, BOTH must sign.	Date
Paid preparer's signature	Date		
	02-26-2020		

# IRS e-file Signature Authorization

▶ ERO must obtain and retain completed Form 8879.  
▶ Go to [www.irs.gov/Form8879](http://www.irs.gov/Form8879) for the latest information.

Submission Identification Number (SID) ▶

Taxpayer's name <b>Bryan R Rendzio</b>		Social security number [REDACTED]
Spouse's name <b>Stacy O Rendzio</b>		Spouse's social security number [REDACTED]

Part I Tax Return Information - Tax Year Ending December 31, 2019 (Whole dollars only)	
1 Adjusted gross income (Form 1040 or 1040-SR, line 8b; Form 1040-NR, line 35)	1 221,765
2 Total tax (Form 1040 or 1040-SR, line 16; Form 1040-NR, line 61)	2 33,309
3 Federal income tax withheld from Forms W-2 and 1099 (Form 1040 or 1040-SR, line 17; Form 1040-NR, line 62a)	3 32,616
4 Refund (Form 1040 or 1040-SR, line 21a; Form 1040-NR, line 73a; Form 1040-SS, Part I, line 13a)	4 320
5 Amount you owe (Form 1040 or 1040-SR, line 23; Form 1040-NR, line 75)	5

### Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2019, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke (cancel) a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537. Payment cancellation requests must be received no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

#### Taxpayer's PIN: check one box only

I authorize SIMONIC SIMONIC RATNECHT ASSOC to enter or generate my PIN 29760 as my signature on my tax year 2019 electronically filed income tax return.  
ERO firm name Enter five digits, but don't enter all zeros

I will enter my PIN as my signature on my tax year 2019 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

#### Spouse's PIN: check one box only

I authorize SIMONIC SIMONIC RATNECHT ASSOC to enter or generate my PIN 95738 as my signature on my tax year 2019 electronically filed income tax return.  
ERO firm name Enter five digits, but don't enter all zeros

I will enter my PIN as my signature on my tax year 2019 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

### Practitioner PIN Method Returns Only - continue below

### Part III Certification and Authentication - Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 592264-81161  
Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2019 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Pub.1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO's signature ▶ Joanne F Ratnecht Date ▶ 02-26-2020

**ERO Must Retain This Form - See Instructions**  
**Don't Submit This Form to the IRS Unless Requested To Do So**

## Qualified Business Income Deduction Simplified Computation

**2019**

Department of the Treasury  
Internal Revenue Service  
Name(s) shown on return

▶ Attach to your tax return.  
▶ Go to [www.irs.gov/Form8995](http://www.irs.gov/Form8995) for instructions and the latest information.

Attachment  
Sequence No. **55**

Your taxpayer identification number  
**[REDACTED]**

**Bryan R & Stacy O Rendzio**

1	(a) Trade, business, or aggregation name	(b) Taxpayer identification number	(c) Qualified business income or (loss)
i	KIS: Fla Business & Construction Law	82-3837054	4,327
ii			
iii			
iv			
v			

2	Total qualified business income or (loss). Combine lines 1i through 1v, column (c)	2.	4,327		
3	Qualified business net (loss) carryforward from the prior year	3.	( )		
4	Total qualified business income. Combine lines 2 and 3. If zero or less, enter -0-	4.	4,327		
5	Qualified business income component. Multiply line 4 by 20% (0.20)			5	865
6	Qualified REIT dividends and publicly traded partnership (PTP) income or (loss) (see instructions)	6	0		
7	Qualified REIT dividends and qualified PTP (loss) carryforward from the prior year	7	( )		
8	Total qualified REIT dividends and PTP income. Combine lines 6 and 7. If zero or less, enter -0-	8	0		
9	REIT and PTP component. Multiply line 8 by 20% (0.20)			9	0
10	Qualified business income deduction before the income limitation. Add lines 5 and 9			10	865
11	Taxable income before qualified business income deduction	11	197,365		
12	Net capital gain (see instructions)	12	0		
13	Subtract line 12 from line 11. If zero or less, enter -0-	13	197,365		
14	Income limitation. Multiply line 13 by 20% (0.20)			14	39,473
15	Qualified business income deduction. Enter the lesser of line 10 or line 14. Also enter this amount on the applicable line of your return			15	865
16	Total qualified business (loss) carryforward. Combine lines 2 and 3. If greater than zero, enter -0-			16	( 0 )
17	Total qualified REIT dividends and PTP (loss) carryforward. Combine lines 6 and 7. If greater than zero, enter -0-			17	( 0 )

For Privacy Act and Paperwork Reduction Act Notice, see instructions.  
EEA

Amount from Form 1040, line 8b..... 221,765  
 Amount from Form 1040, line 9..... 24,400  
 Line 11 above is the difference between these amounts 197,365

# QBI Explanation Worksheet

Form 1040

(Do not file. Keep for your records)

2019

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

Name of business activity	As reported	As allowed on 1040 after limitations
1. Ordinary business income (loss)	4,327	4,327
2. Rental income (loss)		
3. Royalty income (loss)		
4. Section 1231 gain (loss)		
5. Other income (loss)		
6. Section 179 deduction		
7. Charitable contributions	101	
8. Other deductions		
9. Deduction for half of SE tax		
10. Self-employed health insurance deduction		
11. Self-employed pension deduction		
12. QBI amount carried to Form 8995 / 8995-A		4,327
13. W-2 wages carried to Form 8995 / 8995-A		22,827
14. UBIA of qualified property carried to Form 8995 / 8995-A		1,303
15. Section 199A REIT dividends		
16. 199(A)(g) deduction		
17. QBI allocable to cooperative payments		
18. W-2 wages allocable to cooperative payments		

The income amount from line 12 will show on one of the following lines, depending on circumstances:

- Form 8995, line 1
- Form 8995-A, line 2
- Form 8995-A, Schedule A, line 2
- Form 8995-A, Schedule A, line 16
- Form 8995-A, Schedule B, line 3
- Form 8995-A, Schedule C, line 1

*Note: The Tax Cuts and Jobs Act and the related proposed regulations state that losses or deductions that were disallowed, suspended, limited, or carried over from taxable years ending before January 1, 2018 (including under sections 465, 469, 704(d), and 1366(d)), are not taken into account in a later taxable year for purposes of computing QBI.*

# Estimated Tax Worksheet for Next Year

(Keep for your records)

**2019**

Name(s) as shown on return

Tax ID Number

**Bryan R & Stacy O Rendzio**

**[REDACTED]**

1.	Wages	1.	
2.	Interest and Dividend income	2.	
3.	Capital gain income	3.	
4.	Taxable IRA/Pension income	4.	
5.	Taxable Social Security income	5.	
6.	Business income	6.	
7.	Other income	7.	
8.	Total income (add lines 1 thru 7)	8.	
9.	Adjustments to income	9.	
10.	Adjusted gross income (subtract line 9 from line 8)	10.	
11a.	Itemized deductions	11a.	
11b.	Standard deduction	11b.	
12.	Taxable income (subtract the larger of line 11a or 11b from line 10)	12.	
13.	Estimated Section 199A deduction for qualified trade or business income	13.	
14.	Projected taxable income (subtract line 13 from line 12)	14.	
15.	Projected Tax	15.	
16.	Alternative Minimum Tax	16.	
17.	Total tax	17.	
18a.	Child Tax Credit and Other Dependent Credit	18a.	
18b.	Other projected Credits	18b.	
18c.	Total projected credits	18c.	
19.	Subtract line 18d from line 17	19.	
20.	Projected SE Tax - Taxpayer	20.	
21.	Projected SE Tax - Spouse	21.	
22.	Other taxes	22.	
23a.	Add lines 19 through 22	23a.	
b.	Earned income credit, additional child tax credit, fuel tax credit, net premium tax credit, refundable American opportunity credit, and refundable credit from Form 8885	23b.	
c.	Total 2020 estimated tax. Subtract line 23b from line 23a. If zero or less enter -0-	23c.	
24a.	Multiply line 23c by 90% (66 2/3% for farmers and fishermen)	24a.	
b.	Required annual payment based on prior year's tax (see instructions) 110%	24b.	36,640
c.	Required annual payment to avoid a penalty. Enter the smaller of line 24a or 24b	24c.	36,640
25.	Projected Withholding	25.	32,616
26.	Projected Net Tax (subtract line 25 from line 24c)	26.	4,024

Estimates will be computed on \$4,024. This is line 26.

Use screen ETA to provide accurate estimates of next year's income, deductions, and credits. If screen ETA is used, lines 1-24a of this worksheet will be autofilled.

Federal Income Tax Withheld

2019 PG01

Name(s) as shown on return

Your Social Security Number

Bryan R & Stacy O Rendzio

[REDACTED]

Description

Amount

W2 - Brown & Brown Inc	4,920
W2 - FLA Business & Construction Law Gr	2,466
W2 - State of Florida	20,730
1099R - Wells Fargo	4,500
Total Withholdings	32,616

Client Copy

9898

VOID

CORRECTED

Distributions From Pensions, Annuities, Retirement or Profit-Sharing Plans, IRAs, Insurance Contracts, etc.

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and phone no. Wells Fargo 2801 Market Street St. Louis MO 63103			1 Gross distribution \$ 18,000	OMB No. 1545-0119 <b>2019</b> Form 1099-R	
2a Taxable amount \$ 18,000			2b Taxable amount not determined <input checked="" type="checkbox"/>		Total distribution <input type="checkbox"/>
PAYER'S TIN 23-2384840	RECIPIENT'S TIN [REDACTED]	3 Capital gain (Included in box 2a) \$	4 Federal income tax withheld \$ 4,500		<b>Copy A</b> For Internal Revenue Service Center File with Form 1096.  For Privacy Act and Paperwork Reduction Act Notice, see the 2019 General Instructions for Certain Information Returns.
RECIPIENT'S name Bryan R Rendzio		5 Employee contributions/ Designated Roth contributions or insurance premiums \$	6 Net unrealized appreciation in employer's securities \$		
Street address (including apt. no.) [REDACTED]		7 Distribution code(s) 1	IRA/ SEP/ SIMPLE <input checked="" type="checkbox"/>	8 Other \$ %	
City or town, state or province, country, and ZIP or foreign postal code [REDACTED]		9a Your percentage of total distribution %	9b Total employee contributions \$		
10 Amount allocable to IRR within 5 years \$	11 1st year of desig. Roth contrib.	FATCA filing requirement <input type="checkbox"/>	12 State tax withheld \$	13 State/Payer's state no.	14 State distribution \$
Account number (see instructions)	Date of payment	15 Local tax withheld \$	16 Name of locality	17 Local distribution \$	

Form 1099-R

www.irs.gov/Form1099R

Department of the Treasury - Internal Revenue Service

EEA Do Not Cut or Separate Forms on This Page - Do Not Cut or Separate Forms on This Page

The information on the Form 1099R was used to prepare the taxpayer's 2019 Federal tax return by SIMONIC SIMONIC RATT

Client

a Employee's social security number [REDACTED]		OMB No. 1545-0008		Safe, accurate, FASTI Use		IRS e-file		Visit the IRS website at www.irs.gov/efile							
b Employer identification number (EIN) 59-0864469				1 Wages, tips, other compensation 42,238		2 Federal income tax withheld 4,920									
c Employer's name, address, and ZIP code Brown & Brown Inc  220 S. Ridgewood Daytona Beach FL 32114				3 Social security wages 42,351		4 Social security tax withheld 2,626									
				5 Medicare wages and tips 42,351		6 Medicare tax withheld 614									
				7 Social security tips		8 Allocated tips									
				9		10 Dependent care benefits									
d Control number				11 Nonqualified plans		12a See instructions for box 12 D 113									
e Employee's first name and initial Last name Suff. Stacy O Rendzio [REDACTED] [REDACTED]				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b									
				14 Other		12c									
						12d									
f Employee's address and ZIP code				15 State Employer's state ID number		16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form **W-2 Wage and Tax Statement** 2019 Department of the Treasury-Internal Revenue Service

Copy B - To Be Filed With Employee's FEDERAL Tax Return. This information is being furnished to the Internal Revenue Service.

EEA The information on the Form W-2 was used to prepare the taxpayer's 2019 Federal tax return by SIMONIC SIMONIC RATNEC

a Employee's social security number [REDACTED]		OMB No. 1545-0008		Safe, accurate, FASTI Use		IRS e-file		Visit the IRS website at www.irs.gov/efile							
b Employer identification number (EIN) 82-3837054				1 Wages, tips, other compensation 15,965		2 Federal income tax withheld 2,466									
c Employer's name, address, and ZIP code FLA Business & Construction Law Gr  1400 Prudential Dr Jacksonville FL 32207				3 Social security wages 16,334		4 Social security tax withheld 1,013									
				5 Medicare wages and tips 16,334		6 Medicare tax withheld 237									
				7 Social security tips		8 Allocated tips									
				9		10 Dependent care benefits									
d Control number				11 Nonqualified plans		12a See instructions for box 12 S 369									
e Employee's first name and initial Last name Suff. Bryan R Rendzio [REDACTED] [REDACTED]				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b									
				14 Other		12c									
						12d									
f Employee's address and ZIP code				15 State Employer's state ID number		16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form **W-2 Wage and Tax Statement** 2019 Department of the Treasury-Internal Revenue Service

Copy B - To Be Filed With Employee's FEDERAL Tax Return. This information is being furnished to the Internal Revenue Service.

EEA The information on the Form W-2 was used to prepare the taxpayer's 2019 Federal tax return by SIMONIC SIMONIC RATNEC



a Employee's social security number [REDACTED]		OMB No. 1545-0008		Safe, accurate, FASTI Use		IRS e-file		Visit the IRS website at www.irs.gov/efile							
b Employer identification number (EIN) 59-6001874				1 Wages, tips, other compensation 141,235		2 Federal income tax withheld 20,730									
c Employer's name, address, and ZIP code State of Florida  200 E Gaines Street Tallahassee FL 32399				3 Social security wages 132,900		4 Social security tax withheld 8,240									
				5 Medicare wages and tips 145,724		6 Medicare tax withheld 2,113									
				7 Social security tips		8 Allocated tips									
d Control number				9		10 Dependent care benefits									
e Employee's first name and Initial Bryan R		Last name Renzio		Suff.		11 Nonqualified plans		12a See instructions for box 12 C C C C DD 19,904							
[REDACTED]		[REDACTED]		[REDACTED]		13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b C C C C							
[REDACTED]		[REDACTED]		[REDACTED]		14 Other		12c C C C C							
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]		12d C C C C							
f Employee's address and ZIP code				15 State Employer's state ID number		16 State wages, tips, etc.		17 State income tax		18 Local wages, tips, etc.		19 Local income tax		20 Locality name	

Form **W-2** Wage and Tax Statement

**2019**

Department of the Treasury-Internal Revenue Service

Copy B - To Be Filed With Employee's FEDERAL Tax Return.  
This information is being furnished to the Internal Revenue Service.

EEA The information on the Form W-2 was used to prepare the taxpayer's 2019 Federal tax return by SIMONIC SIMONIC RATNEC

Client

COOPY

# W-2 Detail Listing

(Keep for your records)

**2019**

Name(s) as shown on return

Tax ID Number

[REDACTED]

**Bryan R & Stacy O Rendzio**

T/S	Employer Name	FEDERAL		STATE	
		Gross	W/H	Gross	W/H
S	Brown & Brown Inc	42,238	4,920		
T	FLA Business & Construction	15,965	2,466		
T	State of Florida	141,235	20,730		
<b>Taxpayer Totals</b>		157,200	23,196		
<b>Spouse Totals</b>		42,238	4,920		
<b>Totals</b>		199,438	28,116		
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); opacity: 0.3; font-size: 4em; pointer-events: none;">                     Client Copy                 </div>					

**Student Loan Interest Deduction Worksheet**  
**Form 1040, Line 20**  
 (Keep for your records)

**2019**

Name(s) as shown on return

Tax ID Number

**Bryan R & Stacy O Rendzio**

[REDACTED]

1. Enter the total interest you paid in 2019 on qualified student loans (see the instructions for line 20). Don't enter more than \$2,500 ..... 1. 2,500
  
2. Enter the amount from Form 1040 or 1040-SR, line 7b ..... 2. 221,765
  
3. Enter the total of the amounts from Schedule 1, lines 10 through 19, plus any write-in adjustments you entered on the dotted line next to Schedule 1, line 22 ..... 3. \_\_\_\_\_
  
4. Subtract line 3 from line 2 ..... 4. 221,765
  
5. Enter the amount shown below for your filing status.
  - Single, head of household, or qualifying widow(er) - \$70,000
  - Married filing jointly - \$140,000
 ..... 5. 140,000
  
6. Is the amount on line 4 more than the amount on line 5?
  - No. Skip lines 6 and 7, enter -0- on line 8, and go to line 9.
  - Yes. Subtract line 5 from line 4 ..... 6. 81,765
  
7. Divide line 6 by \$15,000 (\$30,000 if married filing jointly). Enter the result as a decimal (rounded to at least three places). If the result is 1.000 or more, enter 1.000 ..... 7. 1.000
  
8. Multiply line 1 by line 7 ..... 8. 2,500
  
9. Student loan interest deduction. Subtract line 8 from line 1. Enter the result here and on Schedule 1, line 20. Don't include this amount in figuring any other deduction on your return (such as on Schedule A, C, E, etc.) ..... 9. 0

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SCHEDULE 1

(Form 1040 or 1040-SR)

Additional Income and Adjustments to Income

OMB No. 1545-0074

2019

Attachment Sequence No. 01

Department of the Treasury Internal Revenue Service

Attach to Form 1040 or 1040-SR.

Go to www.irs.gov/Form1040 for instructions and the latest information.

Name(s) shown on Form 1040 or 1040-SR

Your social security number

Bryan R & Stacy O Rendzio

At any time during 2019, did you receive, sell, send, exchange, or otherwise acquire any financial interest in any virtual currency? Yes No

Part I Additional Income

Table with 9 rows for Part I: Taxable refunds, alimony, business income, other gains, rental real estate, farm income, unemployment compensation, other income, and total. Total is 4,327.

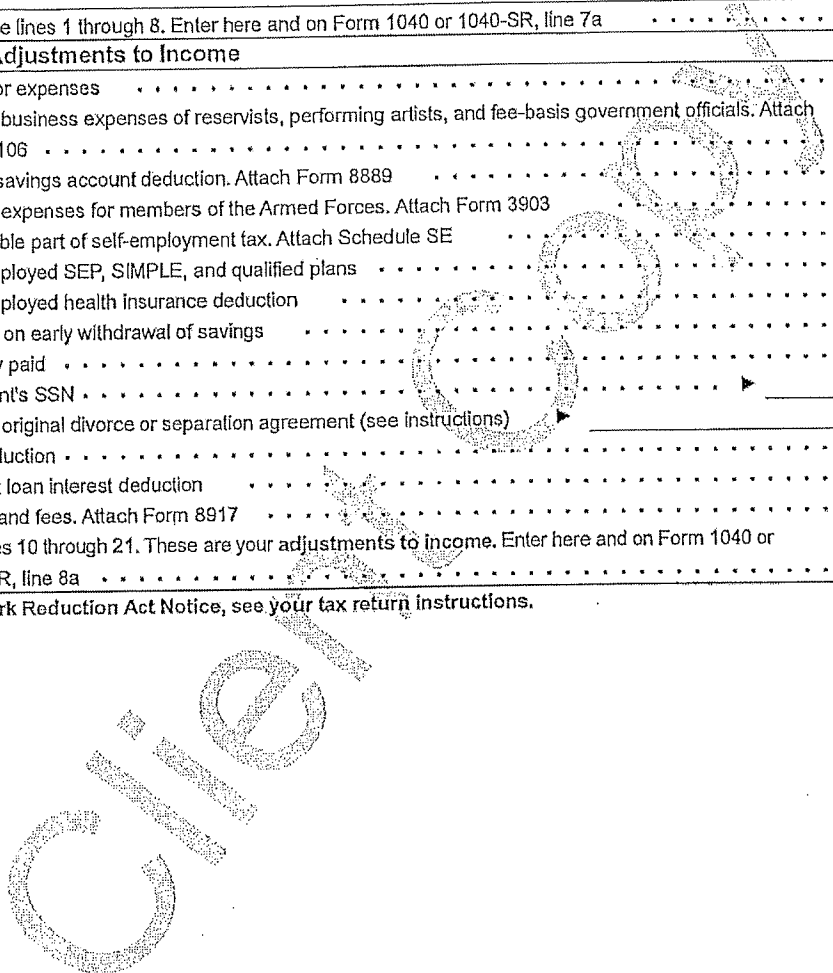
Part II Adjustments to Income

Table with 12 rows for Part II: Educator expenses, business expenses, health savings account, moving expenses, self-employment tax, SEP/IRA, health insurance, penalty on withdrawal, alimony, IRA deduction, student loan interest, tuition and fees, and total adjustments. Total is 0.

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040 or 1040-SR) 2019

EEA



SCHEDULE 2

(Form 1040 or 1040-SR)

Department of the Treasury  
Internal Revenue Service

Name(s) shown on Form 1040 or 1040-SR

Additional Taxes

▶ Attach to Form 1040 or 1040-SR.

▶ Go to [www.irs.gov/Form1040](http://www.irs.gov/Form1040) for instructions and the latest information.

OMB No. 1545-0074

2019

Attachment  
Sequence No. 02

Your social security number

[REDACTED]

Bryan R & Stacy O Rendzio

Part I Tax			
1	Alternative minimum tax. Attach Form 6251	1	
2	Excess advance premium tax credit repayment. Attach Form 8962	2	
3	Add lines 1 and 2. Enter here and include on Form 1040 or 1040-SR, line 12b	3	0
Part II Other Taxes			
4	Self-employment tax. Attach Schedule SE	4	
5	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	5	
6	Additional tax on IRAs, other qualified retirement plans, and other tax-favored accounts. Attach Form 5329 if required	6	1,800
		7a	
7a	Household employment taxes. Attach Schedule H	7b	
b	Repayment of first-time homebuyer credit from Form 5405. Attach Form 5405 if required		
8	Taxes from: a <input type="checkbox"/> Form 8959 b <input type="checkbox"/> Form 8960 c <input type="checkbox"/> Instructions; enter code(s)	8	
9	Section 965 net tax liability installment from Form 965-A	9	
10	Add lines 4 through 8. These are your total other taxes. Enter here and on Form 1040 or 1040-SR, line 15	10	1,800

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 2 (Form 1040 or 1040-SR) 2019

EEA

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**Computation of Regular Tax**

(Keep for your records)

**2019**

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

Statement for line 12a of Form 1040

Tax Rate Schedule for Married Filing Joint Filing Status

If taxable income is	but not	pay	plus	% on	of the
over	over	plus	plus	excess	amount
over	over	plus	plus	excess	over
0	19,400	0.00		10%	0
19,400	78,950	1,940.00		12%	19,400
78,950	168,400	9,086.00		22%	78,950
168,400	321,450	28,765.50		24%	168,400
321,450	408,200	65,497.50		32%	321,450
408,200	612,350	93,257.50		35%	408,200
612,350	. . . . .	164,709.50		37%	612,350

$\$28,765.00 + ((\$196,500.00 - \$168,400.00) \times 24.0\%) = \$35,509$

Tax from Tax Rate Schedule \$ 35,509

\$ 35,509 Tax computed using only available method

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Excess Social Security - Nonrailroad Emp. Fees  
Worksheet - Form 1040, Schedule 3, Line 11

(Keep for your records)

2019

Name(s) as shown on return

Tax ID Number

Bryan R Rendzio

[REDACTED]

If you are filing a joint return, you must figure any excess tax withheld separately for each spouse. DO NOT combine amount of both husband and wife.

1. Add all social security tax withheld (but not more than \$8,240 for each employer). This tax should be shown in box 4 of your Forms W-2. Enter the total here	1.	9,253
2. Enter any uncollected social security tax on tips or group-term life insurance on Form 1040 or Form 1040-SR, Schedule 2, line 8, identified by "UT"	2.	
3. Add lines 1 and 2. If \$8,240 or less, stop here. You cannot claim the credit	3.	9,253
4. Social security limit	4.	\$8,240
5. Excess. Subtract line 4 from line 3	5.	1,013

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# State and Local General Sales Tax Deduction Worksheet - Line 5a

(Keep for your records)

**2019**

Name(s) as shown on return

Tax ID Number

**Bryan R & Stacy O Rendzio**

XXXXXXXXXX

**Before you begin:** See the instructions for line 1 of the worksheet if you:

- Lived in more than one state during 2019, or
- Had any nontaxable income in 2019.

1. Enter your state general sales taxes from the 2019 Optional State Sales Tax Table ..... 1. 1,540

Next, if, for all of 2019, you lived only in Connecticut, the District of Columbia, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Jersey, or Rhode Island, skip lines 2 through 5, enter -0- on line 6, and go to line 7. Otherwise, go to line 2.

2. Did you live in Alaska, Arizona, Arkansas, Colorado, Georgia, Illinois, Louisiana, Mississippi, Missouri, New York, North Carolina, South Carolina, Tennessee, Utah, or Virginia in 2019?

- No. Enter -0-  
 Yes. Enter your base local general sales taxes from the 2019  
 Optional Local Sales Tax Tables ..... 2. \_\_\_\_\_

3. Did your locality impose a local general sales tax in 2019? Residents of California and Nevada, see the instructions for line 3 of the worksheet.

- No. Skip lines 3 through 5, enter -0- on line 6, and go to line 7.  
 Yes. Enter your local general sales tax rate, but omit the percentage sign.  
 For example, if your local general sales tax rate was 2.5%, enter 2.5. If your local general sales tax rate changed or you lived in more than one locality in the same state during 2019, see the instructions for line 3 of the worksheet ..... 3. 0.500000

4. Did you enter -0- on line 2?

- No. Skip lines 4 and 5 and go to line 6.  
 Yes. Enter your state general sales tax rate (shown in the table heading for your state), but omit the percentage sign. For example, if your state general sales tax rate is 6%, enter 6.0 ..... 4. 6.000000

5. Divide line 3 by line 4. Enter the result as a decimal (rounded to at least three places) ..... 5. 0.083333

6. Did you enter -0- on line 2?

- No. Multiply line 2 by line 3  
 Yes. Multiply line 1 by line 5. If you lived in more than one locality in the same state during 2019, see the instructions for line 6 of the worksheet ..... 6. 128

7. Enter your state and local general sales taxes paid on specified items, if any. See the instructions for line 7 of the worksheet: ..... 7. \_\_\_\_\_

8. **Deduction for general sales taxes:** Add lines 1, 6, and 7. Enter the result here and the total from all your state and local general sales tax deduction worksheets, if you completed more than one, on Schedule A, line 5a.

Be sure to check the box on that line ..... 8. 1,668

**Optional Sales Tax Table Computation**

State:	FL			
Income:	221,765			
Family Size:*	4			
Amount from table:	1,540			
Days:	365			
Deduction:	1,540			

\* "Over 5" is the maximum number in family size for the optional sales tax tables in Schedule A Instructions. Returns with a family size of 6 or more will display a "6" on this line.



SCHEDULE 3

(Form 1040 or 1040-SR)

Additional Credits and Payments

OMB No. 1545-0074

2019

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 1040 or 1040-SR.

Attachment  
Sequence No. 03

▶ Go to [www.irs.gov/Form1040](http://www.irs.gov/Form1040) for instructions and the latest information.

Name(s) shown on Form 1040 or 1040-SR

Your social security number

Bryan R & Stacy O Rendzio

Part I Nonrefundable Credits

1	Foreign tax credit. Attach Form 1116 if required	1	
2	Credit for child and dependent care expenses. Attach Form 2441	2	
3	Education credits from Form 8863, line 19	3	
4	Retirement savings contributions credit. Attach Form 8880	4	
5	Residential energy credits. Attach Form 5695	5	
6	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	6	
7	Add lines 1 through 6. Enter here and include on Form 1040 or 1040-SR, line 13b	7	0

Part II Other Payments and Refundable Credits

8	2019 estimated tax payments and amount applied from 2018 return	8	
9	Net premium tax credit. Attach Form 8962	9	
10	Amount paid with request for extension to file (see instructions)	10	
11	Excess social security and tier 1 RRTA tax withheld	11	1,013
12	Credit for federal tax on fuels. Attach Form 4136	12	
13	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> Reserved c <input type="checkbox"/> 8885 d <input type="checkbox"/>	13	
14	Add lines 8 through 13. Enter here and on Form 1040 or 1040-SR, line 18d	14	1,013

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 3 (Form 1040 or 1040-SR) 2019

EEA

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# Child Tax Credit and Credit for Other Dependents Worksheet

(Keep for your records)

2019

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

**Before you begin:** • Figure the amount of any credits you are claiming on Schedule 3, lines 1 through 4; Form 5695, line 30; Form 8910, line 15; Form 8936, line 23; or Schedule R.

## Part 1

1. Number of qualifying children under 17 with the required social security number:  
    2 x \$2,000. Enter the result ..... 1. 4,000
  
2. Number of other dependents, including qualifying children who are not under 17 or who do not have the required social security number: \_\_\_\_\_ x \$500. Enter the result ..... 2. \_\_\_\_\_  
    Caution: Do not include yourself, your spouse, or anyone who is not a U.S. citizen, U.S. national, or U.S. resident alien. Also, do not include anyone you included on line 1.
  
3. Add lines 1 and 2 ..... 3. 4,000
  
4. Enter the amount from Form 1040 or 1040-SR, line 8b, or Form 1040-NR, line 35 ..... 4. 221,765
  
5. 1040 and 1040-SR Filers. Enter the total of any -  
    • Exclusion of income from Puerto Rico; and  
    • Amounts from Form 2556, lines 45 and 50, and Form 4563, line 15.  
    1040-NR filers. Enter -0- ..... 5. \_\_\_\_\_
  
6. Add lines 4 and 5. Enter the total ..... 6. 221,765
  
7. Enter the amount shown below for your filing status.  
    • Married filing jointly - \$400,000  
    • All other filing statuses - \$200,000 ..... 7. 400,000
  
8. Is the amount on line 6 more than the amount on line 7?  
     No. Leave line 8 blank. Enter -0- on line 9.  
     Yes. Subtract line 7 from line 6 ..... 8. \_\_\_\_\_  
    If the result is not a multiple of \$1,000, increase it to the next multiple of \$1,000.  
    For example, increase \$425 to \$1,000, increase \$1,025 to \$2,000, etc.
  
9. Multiply the amount on line 8 by 5% (0.05). Enter the result ..... 9. 0
  
10. Is the amount on line 3 more than the amount on line 9?  
     No. STOP  
    You cannot take the child tax credit or credit for other dependents on Form 1040 or 1040-SR, line 13a, or Form 1040-NR, line 49. You also cannot take the additional child tax credit on Form 1040 or 1040-SR, line 18b, or Form 1040-NR, line 64. Complete the rest of your Form 1040, Form 1040-SR, or Form 1040-NR.  
     Yes. Subtract line 9 from line 3. Enter the result ..... 10. 4,000  
    Go to Part 2 on the next page.

# Child Tax Credit and Credit for Other Dependents Worksheet

(Keep for your records)

2019

Name(s) as shown on return

Tax ID Number

Bryan R & Stacy O Rendzio

**Before you begin Part 2:** Figure the amount of any credits you are claiming on Schedule 3, lines 1 through 4; Form 5695, line 30; Form 8910, line 15; Form 8936, line 23; or Schedule R.

## Part 2

11. Enter the amount from Form 1040 or 1040-SR, line 12b, or Form 1040-NR, line 45 ..... 11. 35,509

12. Add the following amounts from:

Form 1040 or 1040-SR	or	Form 1040-NR	
Schedule 3, Line 1		Line 46	+ _____
Schedule 3, Line 2		Line 47	+ _____
Schedule 3, Line 3		-----	+ _____
Schedule 3, Line 4		Line 48	+ _____
Form 5695, line 30			+ _____
Form 8910, line 15			+ _____
Form 8936, line 23			+ _____
Schedule R, line 22			+ _____

Enter the total. 12. \_\_\_\_\_

13. Subtract line 12 from line 11 ..... 13. 35,509

14. Are you claiming any of the following credits?

- Mortgage interest credit, Form 8396.
- Adoption credit, Form 8839.
- Residential energy efficient property credit, Form 5695, Part I.
- District of Columbia first-time homebuyer credit, Form 8859.

- No. Enter -0-.
- Yes. If you are filing Form 2555, enter -0-.
- Otherwise, complete the Line 14 Worksheet, later, to figure the amount to enter here.

14. 0

15. Subtract line 14 from line 13. Enter the result ..... 15. 35,509

16. Is the amount on line 10 of this worksheet more than the amount on line 15?

- No. Enter the amount from line 10.
- Yes. Enter the amount from line 15.
- See the TIP below.

This is your child tax credit and credit for other dependents.

16. 4,000

Enter this amount on Form 1040, line 13a; Form 1040-SR, line 13a; or Form 1040-NR, line 49.

**TIP** You may be able to take the additional child tax credit on Form 1040 or 1040-SR, line 18b, or Form 1040-NR, line 64, only if you answered "Yes" on line 16 and line 1 is more than zero.

- First, complete your Form 1040 or Form 1040-SR through line 18a (also complete Schedule 3, line 11) or Form 1040-NR through line 63 (also, complete line 67).
- Then, use Schedule 8812 to figure any additional child tax credit.

Shareholder's Adjusted Basis Worksheet, page 1

2019

Do not file - keep for your records.

Name of Shareholder: <b>Bryan R Rendzio</b>	SSN: <b>[REDACTED]</b>
Name of Corporation: <b>Fla Business &amp; Construction Law Gro</b>	EIN <b>82-3837054</b>

Stock basis

1	Stock basis, beginning of year (Not less than zero)		1	<u>0</u>	
2	Additional Capital Contributions of Stock Purchased		2	<u>          </u>	
3	Increases for Income and gain items:				
a	Ordinary Income (Sch K, Line 1)	a	<u>4,327</u>		
b	Real Estate Rental Income (Sch K, Line 2)	b	<u>          </u>		
c	Other Rental Income (Sch K, Line 3c)	c	<u>          </u>		
d	Interest, Dividends & Royalties (Sch K, Lines 4, 5 & 6)	d	<u>          </u>		
e	Capital Gain (Sch K, Lines 7 & 8a)	e	<u>          </u>		
f	Other Portfolio Income (Sch K, Line 10a)	f	<u>          </u>		
g	Section 1231 Gain (Sch K, Line 9)	g	<u>          </u>		
h	Other Income (Sch K, Line 10h)	h	<u>          </u>		
	Total Income and Gain Items (Total lines 3a-3h)	3a-h	<u>4,327</u>		
i	Increase for Non-Taxable Income (Sch K, Lines 16a & b)	3i	<u>          </u>		
j	Increase for Excess Depletion Adjustment	3j	<u>          </u>		
k	Increase from Recapture of Business Credits (See IRC § 49(a), 50(a), 50(c)(2) & 1371(d))	3k	<u>          </u>		
l	Gain from 179 asset disposition	3l	<u>          </u>		
4	Stock Basis Before Distributions (Add lines 1 through 3)	4	<u>4,327</u>		
5	Reduction for Non-Taxable Distributions (Sch K, Line 16d)	5	<u>          </u>		
6	Stock Basis Before Non-Ded. Expense (Cannot be negative)	6	<u>4,327</u>		
7	Decrease for Non-Deductible Expense/Credit Adj (Sch K, Line 16c & 13)	7	<u>32</u>		
8	Stock Basis Before Allowable Losses & Deductions (Cannot be negative)	8	<u>4,295</u>		
9	Decreases for Loss and Deduction items				
a	Ordinary Loss (Page 2, Col d, Line 9a)	a	<u>          </u>		
b	Real Estate Rental Loss (Page 2, Col d, Line 9b)	b	<u>          </u>		
c	Other Rental Loss (Page 2, Col d, Line 9c)	c	<u>          </u>		
d	Capital Loss (Page 2, Col d, Line 9d)	d	<u>          </u>		
e	Other Portfolio Loss (Page 2, Col d, Line 9e)	e	<u>          </u>		
f	Section 1231 Loss (Page 2, Col d, Line 9f)	f	<u>          </u>		
g	Other Loss (Page 2, Col d, Line 9g)	g	<u>          </u>		
h	Charitable Contributions (Page 2, Col d, Line 9h)	h	<u>101</u>		
i	Section 179 Expense (Page 2, Col d, Line 9i)	i	<u>          </u>		
j	Portfolio Income Expenses (Page 2, Col d, Line 9j)	j	<u>          </u>		
k	Other Deductions (Page 2, Col d, Line 9k)	k	<u>          </u>		
l	Interest Expense on Investment Debt (Page 2, Col d, Line 9l)	l	<u>          </u>		
m	Section 59(e) Expenditures (Page 2, Col d, Line 9m)	m	<u>          </u>		
	Total Loss and Deduction Items (Total Lines 9a-9m)	9a-m	<u>101</u>		
n	Other decreases (Page 2, Col d, Line 9n)	9n	<u>          </u>		
o	Loss from 179 asset disposition (Page 2, Col d, Line 9o)	9o	<u>          </u>		
	Total Decrease for Loss and Deductions Items and Business Credits	9	<u>101</u>		
10	Less: not increase applied to debt basis	10	<u>          </u>		
11	Stock Basis at End of Year (Line 8 minus line 9 minus line 10) (not less than zero)	11	<u>4,194</u>		

Debt Basis

12	Debt basis at beginning of year (not less than zero)	12	<u>          </u>
13	New loans to corporation during year	13	<u>          </u>
14	Restoration of Debt Basis (Line 10)	14	<u>          </u>
15	Less: Loans repaid by corporation during the year	15	<u>          </u>
16	Less: Applied against excess loss and deductions / non-deductible items	16	<u>          </u>
17	Debt basis at the end of tax year (combine lines 12-16) (not less than zero)	17	<u>          </u>
18	Shareholder's total basis at end of tax year (combine lines 11 and 17)	18	<u>4,194</u>

Carryover

	Total Disallowed Losses	Debt Basis Applied Against Excess Losses and Deductions
19	Total Beginning of year	<u>          </u>
20	Add: Losses and deductions this year	<u>          </u>
21	Less: Applied this year	<u>          </u>
22	End of year (Not less than zero)	<u>          </u>

# Carryover Worksheet

## List of items that will carryover to the 2020 tax return

(Keep for your records)

2019

Tax ID Number

Name(s) as shown on return

Bryan R & Stacy O Rendzio

XXXXXXXXXX

### Itemized Deductions

Carryover Amount

Contributions subject to 100% of AGI limitations	.....	
Contributions subject to 60% of AGI limitations	.....	
Contributions subject to 30% of AGI limitations (50% capital gains appreciated property)	.....	
Contributions subject to 30% of AGI limitations	.....	
Contributions subject to 20% of AGI limitations (30% capital gains appreciated property)	.....	
Taxable state and local refunds to Form 1040, line 10	.....	
State/local taxes paid in 2020 to flow to the Schedule A	.....	
State donations and contributions carryover	.....	
State overpayment applied to next year	.....	

### Expenses

Office in home operating expenses	.....	
Office in home excess casualty losses and depreciation	.....	
Disallowed investment interest expense	AMT	Reg. Tax
Section 179 expense	.....	
Operating expenses, from Form WK_E, Sch E - Rental limitation on deductions when used for personal use	.....	
Excess depreciation, from Form WK_E, Sch E - Rental limitation on deductions when used for personal use	.....	

### Losses

Short-term capital loss	AMT	Reg. Tax
Long-term capital loss	AMT	Reg. Tax
Net operating loss	AMT	Reg. Tax
Excess business loss from Form 461 (becomes part of NOL next year)	AMT	Reg. Tax
Qualified REIT and PTP loss carryover	.....	
QBI loss carryover	.....	
Nonrecaptured net section 1231 losses from WK_1231C	AMT	Reg. Tax

### Credits

Mortgage interest credit	.....	
Credit for prior year minimum tax	.....	
Foreign Tax credit	AMT	Reg. Tax
District of Columbia first time home owner's credit	.....	
Res. energy efficient property credit	.....	

### Other

Preparer Fee	.....	425
Overpayment applied to next year's estimates	.....	
Estimated Tax Payment 1	.....	Estimated Tax Payment 2
Estimated Tax Payment 3	.....	Estimated Tax Payment 4
Federal tax liability for 2210 calculation	.....	33,309
State tax liability for state 2210 calculation	.....	
IRA basis	Taxpayer	Spouse

### Passive Activity

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### At Risk Limitations

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