

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

MOWAFFAK ATFEH AND
RYDANA H ATFEH,

Appellants,

v.

Case No. 5D13-2070

LILLIAN GICHIMU,

Appellee.

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Opinion filed April 25, 2014

Appeal from the Circuit Court
for Hernando County,
Richard Tombrink, Jr., Judge.

Anthony J. Russo and Jared M. Krukar of
Butler Pappas Weihmuller Katz Craig LLP,
Tampa, and Emory Wood of J. Emory
Wood, P.A., St. Petersburg, for Appellants.

Laura H. Howard and Michael C. Addison
of Addison & Howard, P.A., Tampa,
for Appellee.

PER CURIAM.

Appellants challenge the order awarding attorney's fees based on a proposal for settlement. Because the proposal failed to comply with the rule in effect at the time it was served, we reverse.

On August 12, 2010, Appellee served a \$150,000 proposal for settlement on Appellants. The proposal did not state the amount and terms attributable to each

Appellant. At the time of the proposal, Florida Rule of Civil Procedure 1.442(c)(3) (2010), required that a proposal state the amount and terms attributable to each party but did not yet provide an exception to such rule with respect to a party that is alleged to be solely vicariously liable. Appellants did not accept Appellee's settlement proposal, and after a trial, the jury returned a verdict in favor of Appellee in the amount of \$281,296.23. Appellee then moved for attorney's fees under section 768.79, Florida Statutes (2010). Appellants objected, arguing that, as a result of Appellee's failure to comply with rule 1.442(c)(3), the proposal for settlement was invalid. The trial court rejected Appellants' argument and awarded Appellee attorney's fees in the amount of \$162,400. Appellants appeal this attorney's fee award.

We reverse. See *D.A.B. Constructors, Inc. v. Oliver*, 914 So. 2d 462 (Fla. 5th DCA 2005).

REVERSED.

TORPY, C.J., GRIFFIN and ORFINGER, JJ., concur.