

IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA

CERTAIN LONDON MARKET
INSURERS (“CLMI”),

Petitioners,

v.

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

CASE NO. 1D04-1482

ASSOCIATED AVIATION
UNDERWRITERS, INC., et al.,

Respondents.

_____ /

Opinion filed January 24, 2005.

An appeal from Petition for Writ of Certiorari - Original Jurisdiction.

Donald Partington, Esq. and Jason W. Peterson, Esq. of Clark, Partington, Hart, Larry, Bond & Stackhouse, Pensacola; Neal M. Glazer, Esq. and Jan H. Duffalo, Esq. of D’Amato & Lynch, New York, New York, for Petitioners.

J. Nixon Daniel, III, Esq. and Thomas F. Gonzalez, Esq. of Beggs & Lane, Pensacola; Stephen M. Goldman, Esq. of Sands, Anderson, Marks & Miller, P.C., McLean, Virginia for Associated Aviation Underwriters, Inc.; P. Michael Patterson, Esq. of Emmanuel, Sheppard and Condon, Pensacola; Mary L. Barrier, Esq. of Stinson, Morrison, Hecker, LLP, Kansas City, Missouri for Cessna Aircraft Company, for Respondents.

PER CURIAM.

We grant the petition for a writ of certiorari and quash the trial court’s order to

the extent that the court expressly found that the opinions of attorney Neal Glazer and D'Amato & Lynch regarding the settlement value of the underlying case were not protected by the attorney-client privilege. See S. Bell Tel. & Tel. Co. v. Deason, 632 So. 2d 1377, 1383 (Fla. 1994) (noting that the attorney-client privilege applies to confidential communications made in the rendition of legal services to a client); see also Home Ins. Co. v. Advance Mach. Co., 443 So. 2d 165, 168 (Fla. 1st DCA 1983) (holding that a party's simple allegation in a contribution action that a settlement was reasonable does not take a case out of the general rule that the mere bringing of an action cannot be said to have waived the attorney-client privilege).

GRANTED.

BENTON, LEWIS and THOMAS, JJ., CONCUR.