

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

LUALHATI CRESPO AND JOSE CRESPO,

Appellants,

v.

Case No. 5D14-759

EILEEN HERNANDEZ, M.D. AND WOMEN'S
CARE FLORIDA, LLC D/B/A PARTNERS IN
WOMEN'S HEALTHCARE

Appellees.

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Opinion filed October 24, 2014

Non Final Appeal from the Circuit Court
for Orange County,
Patricia A. Doherty, Judge.

Jessie L. Harrell and Bryan S. Gowdy, of
Creed & Gowdy, P.A., Jacksonville, for
Appellants.

Thomas E. Dukes, III, and Ruth C.
Osborne, of McEwan, Martinez, & Dukes,
P.A., Orlando, for Appellees.

PER CURIAM.

The arbitration agreement at issue violates the public policy pronounced by the Legislature in the Medical Malpractice Act, chapter 766, Florida Statutes (2012), by failing to adopt the necessary statutory provisions. Franks v. Bowers, 116 So. 3d 1240, 1248 (Fla. 2013) ("Because the Legislature explicitly found that the MMA was necessary to lower the costs of medical care in this State, we find that any contract that seeks to enjoy the benefits of the arbitration provisions under the statutory scheme must necessarily

adopt all of its provisions.”). Therefore, we reverse the order rendered by the trial court compelling binding arbitration pursuant to the arbitration agreement under review. We certify conflict with the decision of the Second District Court of Appeal in Santiago v. Baker, 135 So. 3d 569 (Fla. 2d DCA 2014). We remand this case to the trial court for further proceedings.

REVERSED; REMANDED; CONFLICT CERTIFIED.

TORPY, C.J., SAWAYA and LAMBERT, JJ., concur.