

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
January Term 2011

JAMES KWONG and **LIFEN LI KWONG**,
Appellants,

v.

**COUNTRYWIDE HOME LOANS SERVICING, L.P., BRANCH BANKING
AND TRUST COMPANY, BOCA DEL MAR IMPROVEMENT
ASSOCIATION, INC., JOHN DOE, and JANE DOE**,
Appellees.

No. 4D10-1129

[February 2, 2011]

ON APPELLEE'S MOTION FOR CLARIFICATION

PER CURIAM.

We grant the appellee's motion for clarification, withdraw our previous opinion dated December 15, 2010, and substitute the following:

James Kwong and Lifen Li Kwong appeal from a non-final order denying their motion to quash service of process. They claim that service was defective because the process servicer failed to note, among other things, the time of service on the process served. Because strict compliance with statutory requirements of service is mandated, we conclude that failure to make the obligatory notations renders the service defective. We therefore reverse and remand for further proceedings. See *Vidal v. Suntrust Bank*, 41 So. 3d 401 (Fla. 4th DCA 2010).

Reversed and remanded.

HAZOURI, CIKLIN and LEVINE, JJ., concur.

* * *

Appeal of a non-final order from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Meenu Sasser, Judge; L.T. Case No. 502009CA009935XXXXMB.

Thomas E. Ice and Enrique Nieves of Ice Legal, P.A., Royal Palm Beach, for appellants.

Serena Kay Tibbitt of Kahane and Associates, P.A., Plantation, for appellee Countrywide Home Loans Servicing, L.P.

Not final until disposition of timely filed motion for rehearing.