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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

STEPHANIE BOTELLO,

Plaintiff,

v.

SUNBEAM PRODUCTS, INC.
and NEWELL BRANDS, INC.,

Defendants.

_____ /

COMPLAINT

Plaintiff, STEPHANIE BOTELLO, by and through undersigned counsel, sues Defendants, SUNBEAM PRODUCTS, INC. and NEWELL BRANDS, INC., and alleges as follows:

General Allegations

1. That this is an action in excess of \$30,000.00 exclusive interest and costs, and within the jurisdiction of this Court.
2. That at all material times to this Complaint, Plaintiff, STEPHANIE BOTELLO, was a citizen and resident of Bexar County, Texas.
3. That at all times material hereto, Defendant SUNBEAM PRODUCTS, INC. ("SUNBEAM") was and is a Delaware corporation incorporated under the laws of the State of Delaware, with its principal place of business in Boca Raton, Florida.
4. Defendant SUNBEAM is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within

this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

5. That at all times material hereto, Defendant NEWELL BRANDS INC. (“NEWELL”) was and is a Delaware corporation incorporated under the laws of Delaware with its principal place of business in Hoboken, New Jersey.

6. Defendant NEWELL is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

7. Defendants are subject to the jurisdiction in the State of Florida and therefore venue is proper in Palm Beach County, Florida.

8. On or about November 2018, Plaintiff’s relative purchased a Crock Pot electric pressure cooker (“Pressure Cooker”).

9. Upon information and belief, at all relevant times, Defendant SUNBEAM is and was the designer, manufacturer, producer, distributor, vendor, seller of and/or marketing entity for the Pressure Cooker.

10. Upon information and belief, at all relevant times, Defendant NEWELL was also responsible for developing, designing, and/or manufacturing the Pressure Cooker.

11. Upon information and belief, at all relevant times, Defendant SUNBEAM and/or NEWELL tested and inspected the Pressure Cooker in order to ensure that it was free from defects and safe for consumer use.

12. The Pressure Cooker is an electric kitchen appliance designed to be used for efficient preparation of food. The product is designed to prepare meals by cooking liquids inside a pot that produces steam, which is trapped inside of the Pressure Cooker to create pressure. The resulting temperatures produced are expected to cook meals more efficiently, while allegedly maintaining more nutrients than conventional cooking methods.

13. On or about January 22, 2019, Plaintiff was using the Pressure Cooker and followed instructions enclosed with the Pressure Cooker.

14. While using the Pressure Cooker to prepare a meal, it suddenly and without warning exploded, causing scalding hot liquid, contents, and steam to fly out of the Pressure Cooker and onto Plaintiff.

15. The Pressure Cooker had not been misused and had not been modified post-sale before it failed.

16. As a direct and proximate result of the explosion of the Pressure Cooker and the expulsion of scalding contents therefrom, Plaintiff suffered severely painful and disfiguring burns to the body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

COUNT I – PRODUCTS/STRICT LIABILITY AGAINST SUNBEAM

17. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

18. At all relevant times, Defendant SUNBEAM was in the business of designing, manufacturing, inspecting, testing, distributing, selling and/or marketing pressure cookers and did design, manufacture, inspect, test, distribute, sell and/or market the

Pressure Cooker giving rise to the subject Complaint.

19. The Pressure Cooker failed to perform in a manner reasonably expected in light of its nature and intended function when it failed and caused severe injuries.

20. The Pressure Cooker had not been misused post-sale before it failed.

21. The Pressure Cooker was within its anticipated useful life when it failed.

22. The Pressure Cooker failure was such that would not have occurred in the absence of a defect or unreasonably dangerous condition within it.

23. Specifically, the Pressure Cooker was unreasonably dangerous and/or defective in that:

a. it was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases and/or uses it, with the ordinary knowledge common to the community as to its characteristics; and/or

b. a reasonably prudent manufacturer would not have put it on the market assuming that manufacturer knew of its dangerous condition.

24. That unreasonably dangerous condition and/or defect proximately caused severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment.

25. Therefore, Defendant SUNBEAM is liable to Plaintiff for the aforementioned injuries caused by the defective Pressure Cooker.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, SUNBEAM PRODUCTS, INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST SUNBEAM

26. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

27. Defendant SUNBEAM owed Plaintiff, as well as the public at large, the duty of reasonable care in designing, manufacturing, testing, inspecting, distributing, selling and/or marketing the Pressure Cooker, and/or to adequately warn of dangers presented by the product's design.

28. Defendant SUNBEAM knew, or in the exercise of ordinary care, should have known, that the Pressure Cooker was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner for which it was intended to be used.

29. Alternatively, Defendant SUNBEAM knew, or in the exercise of ordinary care should have known, of the means of designing, manufacturing and/or marketing the Pressure Cooker such that the type of incident and resulting injuries and damages as described herein would have been prevented.

30. Alternatively, Defendant SUNBEAM had actual or constructive knowledge of the means of designing a pressure cooker that would not be inadequate and dangerous, and notwithstanding this knowledge, Defendant SUNBEAM failed to adequately design, equip and/or manufacture the Pressure Cooker.

31. Alternatively, Defendant SUNBEAM negligently failed to give adequate or proper warnings or instructions, and/or failed to make appropriate post-marketing efforts to prevent known incidents, such as the one included herein.

32. Alternatively, Defendant SUNBEAM failed to prudently design, manufacture, test, inspect, market and/or sell the Pressure Cooker, and/or failed to include a reasonable and safer alternative to the subject defective condition.

33. As a direct and proximate result of Defendant SUNBEAM's negligence, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, SUNBEAM PRODUCTS, INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT III – BREACH OF EXPRESS WARRANTY AGAINST SUNBEAM

34. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

35. Defendant SUNBEAM designed, manufactured, assembled, distributed, inspected, tested and/or sold the Pressure Cooker.

36. Defendant SUNBEAM expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

37. Defendant SUNBEAM's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

38. The Pressure Cooker did not conform to Defendant SUNBEAM's affirmations regarding safety.

39. As a direct and proximate result of Defendant SUNBEAM's breach of express warranties, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish,

embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, SUNBEAM PRODUCTS, INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST SUNBEAM

40. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

41. Defendant SUNBEAM at all relevant times designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

42. Defendant SUNBEAM impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to Defendant's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

43. Defendant SUNBEAM breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

44. As a direct and proximate result of Defendant SUNBEAM's breach of the implied warranty of merchantability, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental

anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, SUNBEAM PRODUCTS, INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST SUNBEAM

45. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

46. Defendant SUNBEAM designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

47. In selling the Pressure Cooker to Plaintiff, Defendant SUNBEAM, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

48. Defendant SUNBEAM breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant SUNBEAM's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

49. As a direct and proximate result of Defendant SUNBEAM's breach of the implied

warranty of fitness for a particular purpose, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, SUNBEAM PRODUCTS, INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VI – FAILURE TO WARN AGAINST SUNBEAM

50. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

51. Defendant SUNBEAM designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

52. On January 22, 2019, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

53. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

54. Defendant SUNBEAM knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

55. Defendant SUNBEAM had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

56. As a direct and proximate result of the foregoing, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, SUNBEAM PRODUCTS, INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VII – PRODUCTS/STRICT LIABILITY AGAINST NEWELL

57. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

58. At all relevant times, Defendant NEWELL was in the business of designing, manufacturing, inspecting, testing, distributing, selling and/or marketing pressure cookers and did design, manufacture, inspect, test, distribute, sell and/or market the Pressure Cooker giving rise to the subject Complaint.

59. The Pressure Cooker failed to perform in a manner reasonably expected in light of its nature and intended function when it failed and caused severe injuries.

60. The Pressure Cooker had not been misused post-sale before it failed.

61. The Pressure Cooker was within its anticipated useful life when it failed.

62. The Pressure Cooker failure was such that would not have occurred in the

absence of a defect or unreasonably dangerous condition within it.

63. Specifically, the Pressure Cooker was unreasonably dangerous and/or defective in that:

a. it was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases and/or uses it, with the ordinary knowledge common to the community as to its characteristics; and/or

b. a reasonably prudent manufacturer would not have put it on the market assuming that manufacturer knew of its dangerous condition.

64. That unreasonably dangerous condition and/or defect proximately caused severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment.

65. Therefore, Defendant NEWELL is liable to Plaintiff for the aforementioned injuries caused by the defective Pressure Cooker.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, NEWELL BRANDS INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VIII – NEGLIGENCE AGAINST NEWELL

66. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

67. Defendant NEWELL owed Plaintiff, as well as the public at large, the duty of reasonable care in designing, manufacturing, testing, inspecting, distributing, selling and/or marketing the Pressure Cooker, and/or to adequately warn of dangers presented by the product's design.

68. Defendant NEWELL knew, or in the existence of ordinary care, should have known, that the Pressure Cooker was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner for which it was intended to be used.

69. Alternatively, Defendant NEWELL knew, or in the exercise of ordinary care should have known, of the means of designing, manufacturing and/or marketing the Pressure Cooker such that the type of incident and resulting injuries and damages as described herein would have been prevented.

70. Alternatively, Defendant NEWELL had actual or constructive knowledge of the means of designing a pressure cooker that would not be inadequate and dangerous, and notwithstanding this knowledge, Defendant NEWELL failed to adequately design, equip and/or manufacture the Pressure Cooker.

71. Alternatively, Defendant NEWELL negligently failed to give adequate or proper warnings or instructions, and/or failed to make appropriate post-marketing efforts to prevent known incidents, such as the one included herein.

72. Alternatively, Defendant NEWELL failed to prudently design, manufacture, test, inspect, market and/or sell the Pressure Cooker, and/or failed to include a reasonable and safer alternative to the subject defective condition.

73. As a direct and proximate result of Defendant NEWELL's negligence, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, NEWELL BRANDS INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT IX – BREACH OF EXPRESS WARRANTY AGAINST NEWELL

74. Plaintiff realleges and reasserts the allegations contained in Paragraphs 1-16 as if fully set forth herein.

75. Defendant NEWELL designed, manufactured, assembled, distributed, inspected, tested and/or sold the Pressure Cooker.

76. Defendant NEWELL expressly warranted that the Pressure Cooker was safe for ordinary use when used in compliance with the instructions provided.

77. Defendant NEWELL's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Pressure Cooker.

78. The Pressure Cooker did not conform to Defendant NEWELL's affirmations regarding safety.

79. As a direct and proximate result of Defendant NEWELL's breach of express warranties, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, NEWELL BRANDS INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

**COUNT X – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST
NEWELL**

80. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

81. Defendant NEWELL at all relevant times designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

82. Defendant NEWELL impliedly warranted that the Pressure Cooker was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass without objection in the trade, and conformed to NEWELL's own affirmations regarding the Pressure Cooker's safety features and overall safe condition.

83. Defendant NEWELL breached their implied warranty of merchantability, as the product did not conform to Defendant NEWELL's affirmations regarding the safety features and overall safe condition of the Pressure Cooker, the Pressure Cooker was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

84. As a direct and proximate result of Defendant NEWELL's breach of the implied warranty of merchantability, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, NEWELL BRANDS INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XI – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST NEWELL

85. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

86. Defendant NEWELL designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

87. In selling the Pressure Cooker to Plaintiff, Defendant NEWELL, through its agents, servants, employees, and apparent agents, acting within the scope of their employment, authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Pressure Cooker to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant NEWELL impliedly warranted that the product would be fit for such particular purpose.

88. Defendant NEWELL breached its implied warranty of fitness for a particular purpose, as the Pressure Cooker did not conform to Defendant SUNBEAM's affirmations regarding its product being fit for such particular purpose. The Pressure Cooker's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

89. As a direct and proximate result of Defendant NEWELL's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, NEWELL BRANDS INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT XII – FAILURE TO WARN AGAINST NEWELL

90. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-16 as if fully set forth herein.

91. Defendant NEWELL designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Pressure Cooker.

92. On January 22, 2019, Plaintiff used the Pressure Cooker in the manner intended and/or foreseeably intended, when the Pressure Cooker failed, exploded and/or otherwise caused injury to Plaintiff.

93. Upon information and belief, the Pressure Cooker was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

94. Defendant NEWELL knew or should have known of the dangerous nature of the Pressure Cooker by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Pressure Cooker.

95. Defendant NEWELL had a duty to provide reasonable warning of the danger involved in the use of the Pressure Cooker and failed to provide the public, including Plaintiff, notice of the danger involved.

96. As a direct and proximate result of the foregoing, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for

the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, STEPHANIE BOTELLO, demands judgment against Defendant, NEWELL BRANDS INC., for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

Pursuant to Florida Rules of Civil Procedure 1.430, Plaintiff demands a jury trial for all issues so triable.

Signed on January 31, 2020.

LAW OFFICES OF JASON TURCHIN

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