

Piercing The Homestead Veil

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The Fourth DCA recently decided *Flinn v. Doty*, holding that an equitable lien could be imposed on a homestead as a remedy for unjust enrichment.¹ But homestead is constitutionally exempt from the claims of judgment creditors²—why was this allowed?

The *Flinn* court held: “Unjust enrichment is sufficient in these circumstances to permit an equitable lien against a homestead.”³ This appears, at least superficially, to be in conflict with the Supreme Court’s holding in *Havoco of America, Ltd. v. Hill*, which requires fraud or egregious conduct when granting equitable liens against a homestead.⁴ The genesis of this article was the concern that a hasty reader—whether a member of the bar or the bench—might not realize *Flinn* and *Havoco* belong in distinctly different branches of chancery jurisprudence. In the view of the authors, it would be a mistake to come away from *Flinn* and *Havoco* believing (a) they are necessarily in conflict, (b) that *Flinn* authorizes equitable liens on homestead for all cases of unjust enrichment, or (c) that *Havoco* requires fraud or egregious conduct to pierce the homestead veil in all cases.

The arcane lexicon of chancery

Circumstances supporting equitable remedies are as numerous as the remedies employed by the courts. And it is a fact that chancery practice is increasingly esoteric. The terminology used in many decisions is ambiguous, inconsistent, or both. So the first step is to understand the relationship between the exceptions to the homestead exemption in the literal text of the Florida Constitution, together with four important terms that the courts often use interchangeably: *equitable lien*, *equitable subrogation*, *equitable estoppel*, and *unjust enrichment*.

The constitution provides three exceptions which, for lack of a better term, we refer to as the “voluntary exceptions”: 1) payment of taxes and assessments on the homestead; 2) obligations contracted for the purchase, improvement, or repair of the homestead; and 3) obligations contracted for house, field, or other labor performed on the homestead.⁵

Equitable lien is a very broad term meant to describe any state of being in which a party has or is entitled to a right, charge, or encumbrance upon a thing.⁶ In that sense it merely describes the destination, and the use of the term alone, such as the Fourth DCA did in *Flinn*, doesn’t show you the road traveled to get there.

Subrogation means to put one party in the shoes of another, so *equitable subrogation* is “subrogation that arises by operation of law or by implication in equity to prevent fraud or injustice.”⁷ In real property litigation, it is often used as a remedy that puts a wronged party in the shoes of a pre-existing lienholder.⁸ In a

sense, this kind of subrogation is not the imposition of a new lien, but merely a shifting of power to enforce a lien from one party to another. On the other hand, it does amount to a right, charge, or encumbrance on property. While the courts that use the term *equitable lien* in place of *equitable subrogation* may be contributing to our confusion, they’re not wrong.

Equitable estoppel and *unjust enrichment* are particular causes of action for which an equitable lien (via subrogation or otherwise) may be the remedy.⁹ *Equitable estoppel* is, in essence, a plaintiff’s claim that a defendant made a misrepresentation or concealment of material facts, and the plaintiff detrimentally changed his own position or status in reliance thereon.¹⁰ *Unjust enrichment* is a claim that the plaintiff conferred a benefit on the defendant that was knowingly accepted or retained by the defendant, and it would be unjust for the defendant to retain the benefit without paying the plaintiff the fair value of it.¹¹ Understanding these legal theories is critical to deciphering the case law governing the imposition of equitable liens.

Look to the facts, not the courts’ terminology

The 1993 Florida Supreme Court decision in *Palm Beach Savings & Loan Association, F.S.A. v. Fishbein* (relied on extensively by the *Flinn* court) is illustrative of the need to focus on the facts and remedy applied in each case and not the terms used by a court to describe them.¹² In *Fishbein*, Palm Beach S&L loaned Mr. Fishbein \$1.2 million in exchange for a mortgage on Mr. & Mrs. Fishbein’s residence, but the documents were executed outside of the bank’s presence, and Mr. Fishbein forged Mrs. Fishbein’s signature on the mortgage.¹³ Mr. Fishbein then directly applied about \$930,000 of the loan to satisfy three pre-existing liens and property taxes.¹⁴ When the Fishbeins divorced, Mrs. Fishbein ultimately received the marital residence, but meanwhile Palm Beach S&L commenced foreclosure.¹⁵

At trial, Mrs. Fishbein argued that because the house was her homestead and she wasn’t a party to the mortgage on which her name was forged, Palm Beach S&L could not foreclose her interest.¹⁶ The trial court agreed that Mrs. Fishbein’s homestead was protected from foreclosure of the \$1.2 million mortgage that she didn’t sign, but granted Palm Beach S&L an equitable lien on the house to the extent that its funds were used to

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satisfy preexisting mortgages and taxes.¹⁷ In other words, the trial court allowed the lender to subrogate to the position of the pre-existing liens, but called the remedy an equitable lien.

On appeal, the Fourth DCA reversed the trial court's imposition of an equitable lien because Mrs. Fishbein had not committed fraud or egregious conduct.¹⁸ The Fourth DCA was right that Mrs. Fishbein had not committed any misconduct; and it was right that existing case law only allows the imposition of an equitable lien for fraud or egregious conduct.¹⁹

And the Florida Supreme Court was right to reverse.

If that seems like a contradiction, it is because you're looking at the name of the remedy the court used, and not the road the court traveled to get there. Again, the Fourth DCA's opinion is supported by a line of prior Florida Supreme Court cases that includes *Rinker Materials* in 1978 and *Jones* in 1925, all consistently holding that fraud or egregious conduct is required to equitably extend the constitution's voluntary exceptions to liens on homestead.²⁰ But on appeal to the supreme court, Palm Beach S&L didn't argue that it was entitled to a constitutional exception, it argued "because its loan proceeds were used to satisfy the prior liens, it stands in the shoes of the prior lienors under the doctrine of equitable subrogation."²¹ And so the Supreme Court reversed the Fourth DCA and allowed the equitable lien, but it never expressly declared that subrogation is how it got there—instead the Court based its conclusion on three points which we must piece together on our own: \$930,000 of the \$1.2 million mortgage was used directly to pay off liens on the homestead, Palm Beach S&L was entitled to a \$930,000 equitable lien on the homestead—but not more than the amount used to benefit the homestead—and "Mrs. Fishbein stands in no worse position than she stood in before the execution of the [fraudulent] mortgage . . ."²²

This remedy was subrogation in all but name. We conclude that *Fishbein* supports equitable subrogation as a remedy that pierces—or perhaps more aptly, bypasses—the homestead protection without a requirement that the party claiming the homestead exemption committed fraud or egregious conduct.²³ Of course, the same essential conditions in *Fishbein* must be met: circumstances that support an equitable remedy in the first place, such as unjust enrichment, and direct application of wrongfully acquired funds to satisfy a pre-existing valid lien against the homestead.

Case law falls into one of three categories

Because it is often impossible to determine why a court has permitted a right, charge, or encumbrance against a homestead from how they name their remedy, the practitioner must review the facts in each decision carefully. We have distilled these overlapping terms and concepts into three categories of facts under which a party may pierce the veil of homestead protection:

(1) Stretching beyond the voluntary exceptions where fraud

or egregious conduct were used to invest in, purchase, or improve the homestead or to obtain house, field or other labor performed on the homestead; (2) Fitting one of the Constitution's voluntary exceptions; and (3) Stepping into the shoes of someone already entitled to enforce a pre-existing lien on the homestead, like a mortgagee.

Stretching beyond the constitution's voluntary exceptions

In *Havoco*, the supreme court recognized that it has occasionally allowed equitable liens to pierce the homestead by "stray[ing] from the literal language of the exemption where the equities have demanded it; however, [it] had done so rarely and always with due regard to the exceptions provided in article X, section 4."²⁴ But *Havoco* is another very challenging case to understand and apply, because the supreme court discussed cases falling into all three of our categories, (including *Fishbein*, where the court allowed an equitable lien in the absence of fraud or egregious conduct), and concluded its analysis of those cases with the statement: "We" have invoked equitable principles to reach beyond the literal language of the exceptions only where funds obtained through fraud or egregious conduct were used to invest in, purchase, or improve the homestead."²⁵ Because the Supreme Court does not overrule itself *sub silentio*,²⁶ we believe the requirement of fraud or egregious conduct only applies to cases other than subrogation and the voluntary exceptions.²⁷

Jones v. Carpenter is a good example of a case where fraud and egregious conduct were required.²⁸ A bread company CEO embezzled funds that he directly applied to make improvements on his homestead.²⁹ The Court found that his conduct was "reprehensible," so it granted the bread company (via its bankruptcy trustee) an equitable lien on the CEO's homestead for the amount spent on improvements.³⁰

But *Jones* only said "reprehensible"³¹—the modern source of the "fraud and egregious conduct" requirement is the Supreme Court's 1978 decision in *Rinker Materials Corp. v. Palmer First National Bank & Trust Company of Sarasota*.³² In *Rinker Materials*, sub-contractors sought an equitable lien to be placed in higher priority than the construction lender, based on a theory of equitable estoppel.³³ The construction lender had convinced the contractors to continue their supply of materials and labor by providing assurances—not promises—that the trial court ultimately found to be truthful.³⁴ The Supreme Court held that equitable estoppel requires "proof of fraud, misrepresentation, or other affirmative deception," and would not allow the equitable lien.³⁵ Limiting the fraud or egregious conduct requirement in *Havoco* to equitable liens based on equitable estoppel eliminates the potential conflict with *Havoco*'s affirmation of *Fishbein* and other equitable subrogation decisions that were based on unjust enrichment but do not include facts supporting fraud or egregious conduct.

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The final requirement for this class of equitable lien is that the facts hew closely to one of the voluntary exceptions, as *Havoco* said: “Virtually all of the relevant cases involve situations that fell within one of the three stated exceptions to the homestead provisions.”³⁶ Returning to *Jones*, where the CEO directly applied embezzled funds to improve his homestead, the facts fit, albeit loosely, into one of the voluntary exceptions—obligations contracted for improvements on the homestead.³⁷ When the facts don’t fit even a stretched version of the voluntary exceptions, even the “transfer of nonexempt assets into an exempt homestead with the intent to hinder, delay, or defraud creditors” will not pierce the homestead veil.³⁸

Voluntary exceptions to the Constitution’s Exemption

The voluntary exceptions are routinely the basis of equitable liens on homestead that do not require fraud or egregious conduct. In this context they are often, but not universally, referred to as “vendor’s liens,” imposed when a party voluntarily lends money for the purchase of property but fails to obtain or perfect a mortgage lien.³⁹

In *Golden v. Woodward*, Mr. Woodward sold his home to the Goldens under a written agreement that the Goldens would make monthly payments of the purchase price and refrain from encumbering the house until paid in full; but Mr. Woodward did not obtain a recorded mortgage or other lien of record.⁴⁰ The Goldens then breached the agreement by mortgaging the house, so Mr. Woodward sued for an equitable lien.⁴¹ The trial court expressly found insufficient proof of fraud by the Goldens, but awarded Mr. Woodward’s estate (he had passed away shortly after filing suit) a vendor’s lien for the unpaid balance due under the agreement.⁴²

On appeal, the First DCA distinguished the case from *Rinker Materials* and other equitable lien cases founded on equitable estoppel.⁴³ The court explained that the Goldens would be unjustly enriched if the equitable lien was not allowed, and that “Florida courts have long held that unjust enrichment is a different ground for imposing an equitable lien.”⁴⁴ Since an express agreement to lend funds for the purchase of a homestead fits the voluntary exceptions, an equitable lien may be imposed on the homestead and fraud or egregious conduct are not required.

Equitable subrogation and *Flinn v. Doty*

Unlike equitable estoppel, the doctrine of equitable subrogation does not require a showing of fraud or egregious conduct because its legal basis is unjust enrichment.⁴⁵ As in *Fishbein* and *Brannon v. Hills*,⁴⁶ the typical re-finance case involves a contractual obligation between the current owner and a prior lien holder “for the purchase, improvement, or repair of the homestead.” The new lender’s funds are used to pay the existing lien, and the new mortgage is defective for one of a variety of reasons. The new lender requests the court, under its equitable powers and following the doctrine

of equitable subrogation, to place it into the shoes of the prior lender. Once in the prior lender’s shoes, the new lender falls within a voluntary exception to the homestead exemption.

In *Flinn v. Doty*, Gail Flinn obtained property, valued at \$390,000 via a quit claim deed, from her parents during the final weeks and months of their lives.⁴⁷ Ms. Flinn used the proceeds from the sale of the property to satisfy a \$206,000 first mortgage on her residence and homestead.⁴⁸ Ms. Flinn’s sister, as her parents’ guardian, filed suit following her mother’s death alleging lack of mental capacity and undue influence and sought the imposition of an equitable lien on her sister’s homestead.⁴⁹ Unfortunately, Ms. Flinn’s father passed away during the proceedings.⁵⁰ The trial court found that Mr. Flinn lacked legal capacity but did not find undue influence. The court imposed two equitable liens on Ms. Flinn’s homestead.⁵¹ The first equitable lien, in the amount of \$206,000, the amount used to satisfy the first mortgage, and a second equitable lien, in the amount of \$185,000, for the balance of the proceeds of the property received from her parents.⁵²

The estate then sought to foreclose the equitable liens. After entry of the final judgment of foreclosure, Ms. Flinn appealed, asserting homestead as a defense for the first time. On appeal, the Fourth DCA affirmed the trial court’s imposition of the \$206,000 equitable lien, directly rebutting Ms. Flinn’s argument that fraud or egregious conduct was required and holding that “[U]njust enrichment is sufficient in these circumstances to permit an equitable lien against a homestead.”⁵³ The Fourth DCA found error in the trial court’s foreclosure of the \$185,000 equitable lien, citing *Fishbein*, and stating that it could not be imposed on the homestead.⁵⁴ As in many Florida decisions, the Fourth DCA did not clarify whether or not it was following the doctrine of equitable subrogation or its sister remedy, an equitable lien.

The court stated that it granted an equitable lien.⁵⁵ However, the facts and remedy suggest that the doctrine of equitable subrogation was employed by the court because there was a prior lien on Ms. Flinn’s homestead, and the court limited the remedy to the amount of the prior lien. Further, the facts of the case do not fit either a voluntary exception to the homestead exemption nor any “stretching” of an exception. Therefore, the simple imposition of an equitable lien will not pass constitutional muster.

The existence of a prior lien and its limitation on the remedy provided by the court indicate that the doctrine of equitable subrogation was followed. Further, the court stated that “*Fishbein* authorizes the equitable lien on appellant’s homestead for the amount of money she used to pay off her mortgage.” As previously set forth, the doctrine of equitable subrogation was employed in *Fishbein*, which further strengthens the argument.

However, *Flinn v. Doty* is not a typical equitable subrogation

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case, and its facts do not meet several of the *mandatory* elements established by four of the five district courts: (1) the subrogee made the payment to protect his or her own interest, (2) the subrogee did not act as a volunteer, (3) the subrogee was not primarily liable for the debt, (4) the subrogee paid off the entire debt, and (5) subrogation would not work any injustice to the rights of a third party.⁵⁶ The elements of equitable subrogation originated in *Dade County School Board* and were properly prefaced with “equitable subrogation is *generally appropriate* where”⁵⁷ Further, equitable subrogation is founded on doing justice without regard to form and exists to prevent unjust enrichment.⁵⁸ Therefore, *Flinn v. Doty* was decided under the doctrine of equitable subrogation and resulted in the Doty estate stepping into the shoes of Flinn’s prior lienholder. The resulting \$206,000 lien fell within a voluntary exception to the homestead exemption and passed constitutional muster.

Practitioners researching equitable remedies on Florida homestead must always review the facts and remedies employed by the court to determine the underlying legal doctrine and cause of action, rather than relying on the language in a decision. Only practitioners who conduct proper legal research and carefully examine the facts and circumstances of their case will ensure that the remedy they seek passes constitutional muster. The Fourth DCA bought new life to the doctrine of equitable subrogation by reaching back to its roots in *Flinn v. Doty*. It will be interesting to observe creditors’ attorneys’ use of the decision to expand the imposition of equitable liens against Florida homesteads. ■



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Endnotes

- 1 No. 4D15-2424, slip op. at 3 (4th DCA Mar. 8, 2017), *r’hrg denied* (Apr. 24, 2017).
- 2 Fla. Const. of 1968, Art. X, § 4(a).
- 3 *Flinn*, slip op. at 3.
- 4 790 So. 2d 1018, 1028 (Fla. 2001) (“We have invoked equitable principles . . . only where funds obtained through fraud or egregious conduct were used . . .”).
- 5 Fla. Const. of 1968, Art. X, § 4(a).
- 6 *Havoco*, 790 So. 2d at 1025 n.10 (quoting *Jones v. Carpenter*, 106 So. 127, 129 (Fla. 1925)).
- 7 *Id.* at 1025 n.11 (quoting BLACK’S LAW DICTIONARY 1440 (7th ed. 1999)).
- 8 See, e.g., *Spikes v. Onewest Bank FSB*, 106 So. 3d 475, 477 (Fla. 4th DCA 2012); *Suntrust Bank v. Riverside Nat’l Bank of Fla.*, 792 So. 2d 1222, 1223-24 (Fla. 4th DCA 2001).
- 9 *Golden v. Woodward*, 15 So. 3d 664, 669-70 (Fla. 1st DCA 2009) (citing *Torres v. Reimondez*, 979 So.2d 1074 (Fla. 3d DCA 2008); *Spridgeon v. Spridgeon*, 779 So. 2d 501, 502 (Fla. 2d DCA 2000); *Gordon v. Flamingo Holding P’ship*, 624 So. 2d 294, 297 (Fla. 2d DCA 1993); *Plotch v. Gregory*, 463 So.2d 432, 436 n.1 (Fla. 4th DCA 1985); *Blumin v. Ellis*, 186 So. 2d 286, 294 (Fla. 2d DCA 1966)); see also, *Lexi Dev. Co. v. Lexi N. Bay, LLC (In re Lexi Dev. Co.)*, 453 B.R. 440, 444 (Bankr. S.D. Fla. 2011); *Tribeca Lending Corp. v. Real Estate Depot, Inc.*, 42 So. 3d 258, 262 (Fla. 4th DCA 2010).
- 10 *Rinker Materials Corp. v. Palmer First Nat’l Bank & Trust Co. of Sarasota*, 361 So. 2d 156, 157 (Fla. 1978) (“the essential elements of an equitable estoppel or estoppel in pais, as related to the party to be estopped, are: (1) conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert; (2) the intention, or at least the expectation, that such conduct shall be acted upon by, or influence, the other party or other persons; and (3) knowledge, actual or constructive, of the real facts. And, broadly speaking, as related to the party claiming the estoppel, the essential elements are (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question; (2) reliance, in good faith, upon the conduct or statements to the party to be estopped; and (3) action or inaction based thereon of such a character as to change the position or status of the party claiming the estoppel, to his injury, detriment, or prejudice.” (quoting 28 Am. JUR. 2d Estoppel & Waiver § 35)).
- 11 *Golden*, 15 So. 3d at 670 (“To state a claim for unjust enrichment, a plaintiff must plead the following elements: 1) the plaintiff has conferred a benefit on the defendant; 2) the defendant has knowledge of the benefit; 3) the defendant has accepted or retained the benefit conferred; and 4) the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying fair value for it.” (quoting *Della Ratta v. Della Ratta*, 927 So. 2d 1055, 1059 (Fla. 4th DCA 2006) (other citation omitted))).
- 12 *Palm Beach Sav. & Loan Ass’n, F.S.A. v. Fishbein*, 619 So. 2d 267 (Fla. 1993).
- 13 *Id.* at 268.
- 14 *Id.*
- 15 *Id.* at 268-69.
- 16 *Id.* at 269.
- 17 *Id.*
- 18 *Id.*
- 19 See *Fishbein v. Palm Beach Sav. & Loan Ass’n, F.S.A.*, 585 So. 2d 1052, 1055 (Fla. 4th DCA 1991) (citing *Isaacson v. Isaacson*, 504 So. 2d 1309, 1310-11 (Fla. 1st DCA 1987)), *rev’d*, 619 So. 2d 267; accord *Rinker Materials Corp. v. Palmer First Nat’l Bank & Trust Co. of Sarasota*, 361 So. 2d 156, 158-59 (Fla. 1978) (citations omitted).
- 20 *Rinker Materials*, 361 So. 2d at 157-59; *Jones v. Carpenter*, 106 So. 127, 130 (Fla. 1925).
- 21 *Fishbein*, 619 So. 2d at 269.
- 22 *Id.* at 270-71.
- 23 *Accord Havoco of Am., Ltd. v. Hill*, 790 So. 2d 1018, 1024 (Fla. 2001) (stating

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that in *Fishbein* the Court ruled in Palm Beach S&L's favor "under the doctrine of equitable subrogation as its loan proceeds were used to satisfy the prior liens against the home.")

- 24 *Id.* at 1023-24.
- 25 *Id.* at 1024-28.
- 26 *Arsali v. Chase Home Fin. LLC*, 121 So.3d 511, 516-17 (Fla. 2013).
- 27 *Accord Golden v. Woodward*, 15 So. 3d 664, 670 (Fla. 1st DCA 2009).
- 28 106 So. 127 (Fla. 1925)
- 29 *Id.* at 128.
- 30 *Id.* at 130.
- 31 *Id.*
- 32 361 So.2d 156, 159 (Fla. 1978).
- 33 *Id.* at 157.
- 34 *Id.*
- 35 *Id.* at 159 (emphasis added).
- 36 790 So. 2d at 1027 (quoting *Butterworth v. Caggiano*, 605 So. 2d 56, 60 n.5 (Fla. 1992)).
- 37 See *Jones v. Carpenter*, 106 So. 127, 128 (Fla. 1925).
- 38 *Havoco*, 790 So. 2d at 1028.
- 39 *E.g., Spikes v. Onwest Bank FSB*, 106 So. 3d 475, 478 (Fla. 4th DCA 2012) (citing *Craven v. Hartley*, 135 So. 899 (Fla. 1931); *Golden v. Woodward*, 15 So. 3d 664, 669 (Fla. 1st DCA 2009)) (other citations omitted).
- 40 15 So. 3d at 666-67.
- 41 *Id.* at 667.
- 42 *Id.* at 668.
- 43 *Id.* at 670.

- 44 *Id.* (citing *Spridgeon v. Spridgeon*, 779 So. 2d 501, 502 (Fla. 2d DCA 2000); *Plotch v. Gregory*, 463 So.2d 432, 436 n.1 (Fla. 4th DCA 1985); *Circle Fin. Co. v. Peacock*, 399 So. 2d 81, 84 (Fla. 1st DCA 1981)).
- 45 *Palm Beach Sav. & Loan Ass'n, F.S.A. v. Fishbein*, 619 So. 2d 267, 271 (Fla. 1993).
- 46 149 So. 556 (Fla. 1933).
- 47 *Flinn v. Doty*, No. 4D15-2424, slip op. at 1-2 (Fla. 4th DCA Mar. 8, 2017).
- 48 *Id.*
- 49 *Id.*
- 50 *Id.*
- 51 *Id.*
- 52 *Id.*
- 53 *Id.* at 3.
- 54 *Id.* at 4.
- 55 *Id.*
- 56 Compare *id.* at 1-2, with *Columbia Bank v. Turbeville*, 143 So.3d 964, 968 (1st DCA 2014), and *State Farm Mut. Auto. Ins. Co. v. Johnson*, 18 So.3d 1099, 1100 (Fla. 2d DCA 2009), and *Biscayne Inv. Group, Ltd., v. Guar. Mgmt. Servs., Inc.*, 903 So. 2d 251, 255 (Fla. 3d DCA 2005), and *Villa Maria Nursing & Rehab. Ctr., Inc., v. South Broward Hosp. Dist.*, 8 So.3d 1167, 1169 (Fla. 4th DCA 2009). But see, *Allstate Ins. Co. v. Theodotou*, 171 So.3d 163, 167 (Fla. 5th DCA 2015).
- 57 *Dade County School Bd. v. Radio Station WQBA*, 731 So. 2d 638, 646 (Fla. 1999) (emphasis added). *Dade County* is a tort case as are all of the District Court cases that recite the elements of equitable subrogation. However, the *Dade County* Court cited *Fowler v. Lee*, 143 So. 613, 614 (Fla. 1932), a real estate equitable subrogation case, as the source of the elements of equitable subrogation. 731 So. 2d at 646.
- 58 *Dantzer Lumber & Exp. Co. v. Columbia Cas. Co.*, 156 So. 116, 119 (Fla. 1934); *Federal Land Bank of Columbia v. Godwin*, 145 So.2d 883, 885 (Fla. 1933).

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