

App. 1

APPENDIX TABLE OF CONTENTS

Appendix A: DCA PCA Ruling.....	2
Appendix B: DCA Denial for Written Opinion,...	7
Appendix C: DCA Denial to Cert. Question.....	8
Appendix D: Family Court Order (Edu & Med)...	9
Appendix E: Family Order (Temp Att. Fees)....	23
Appendix F: Florida Supreme Court Dismissal for Lack of Jurisdiction (Appeal #1).....	25
Appendix G: Florida Supreme Court Dismissal For Lack Of Jurisdiction (Appeal #2).....	27
Appendix H: Constitutional and Statutory Provisions.....	29

App. 2

APPENDIX A

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

Case No. 5D20-1188

CHERI LYNNE MELCHIONE,

Appellant,

v.

TIMOTHY TEMPLE,

Appellee.

/ Decision filed October 9, 2020

Nonfinal Appeal from the Circuit Court for Orange
County,

Julie H. O'Kane, Judge.

Jessica Ann Travis, of Jessica Travis, P.A., Orlando,
for Appellant.

Hal Roen, of Hal Roen, P.A., Maitland, for Appellee.

PER CURIAM.

AFFIRMED.

EVANDER, C.J., and TRAVER, J., concur.

LAMBERT, J., concurs with opinion.

LAMBERT, J., concurring with opinion.

5D20-1188

In this appeal, Appellant raises three arguments for reversal of certain post-final-judgment orders entered by the trial court in a paternity action. I write briefly to address Appellant's third argument that the trial court erred in denying her motion for an award of temporary attorney's fees brought under section 742.045, Florida Statutes (2018).

The trial court denied the motion "without prejudice" because Appellant was not represented by counsel at the time of the hearing, but it provided that Appellant could refile the motion "once she obtains legal representation." In my view, the trial court erred in apparently determining that, as a matter of law, a party must be represented by counsel as a prerequisite to seeking an award of temporary attorney's fees under section 742.045. A similar issue

App. 4

was raised in *Perlow v. Berg-Perlow*, 875 So. 2d 383 (Fla. 2004).

There, the husband in a dissolution of marriage proceeding had moved for temporary attorney's fees under section 61.16, Florida Statutes. *Id.* at 384. At the hearing held on the motion, the husband was unrepresented, testifying that he did not have the financial resources to hire counsel. *Id.* The trial court denied the husband's motion without prejudice to him refiling the motion after obtaining counsel, *id.* at 385, and later entered a final judgment from which the husband unsuccessfully appealed. *Id.* at 386 (citing *Perlow*

v. Berg-Perlow, 816 So. 2d 210 (Fla. 4th DCA 2002)). The husband thereafter sought review in the Florida Supreme Court. *Id.* at 383.

Because the Court reversed the final judgment for a new trial on other grounds, it chose not to address the separate issue raised by the husband regarding the denial of his motion for temporary attorney's fees. *Id.* at 390 n.6. However, in his concurring opinion, Justice Lewis specifically discussed whether a party must retain counsel as a

prerequisite to seeking temporary attorney's fees, opining that "[t]he ruling of the trial court requiring [the husband] to first secure counsel prior to awarding fees constituted a legal error, and was not

App. 5

a matter within the court's discretion." *Id.* at 401 (Lewis, J., concurring). Justice Lewis observed that it was clear that the Legislature intended under section 61.16 for a party to be able to obtain a determination as to whether he or she is entitled to fees and costs without first retaining an attorney, *id.*, reasoning that "[a] person who asserts that he or she cannot afford counsel cannot be expected to employ counsel as a condition precedent to be eligible to request funds to pay the necessary fees and costs." *Id.* at 402; cf. *Nichols v. Nichols*, 519 So. 2d 620, 621 (Fla. 1988) (concluding that denying a spouse's motion for temporary attorney's fees solely because the spouse was represented by counsel at the hearing was unacceptable because it "would mean that the requesting spouse as a matter of sheer formality must appear pro se in order to be entitled to temporary attorney fees").

I agree with Justice Lewis's analysis. Although *Perlow* involved a motion for temporary attorney's fees brought under section 61.16 and Appellant's motion here is brought under section 742.045, both statutes contain the following identical language:

The court may from time to time, after considering the financial resources of both parties, order a party to pay a reasonable amount for attorney's fees, suit money, and the cost to the other party of maintaining or defending any proceeding under this chapter, including enforcement and modification proceedings . . . An application for attorney's fees, suit money, or

App. 6

costs, whether temporary or otherwise, shall not require corroborating expert testimony in order to support an award under this chapter.

§§ 61.16(1), 742.045, Fla. Stat. (2018). Nowhere within section 742.045 is there the requirement that a party must first retain counsel before a trial court determines, at the

3

very least, entitlement to an award of temporary attorney's fees in a chapter 742 proceeding.

Nevertheless, I concur in affirming the order. Appellant is now being represented by counsel. The trial court's order denying her motion without prejudice allows her to seek again an award of temporary attorney's fees for the present enforcement proceedings below. According to the briefs filed here, Appellant is apparently pursuing an award of temporary attorney's fees in the trial court. As such, there appears to be no present harmful error.

Lastly, I concur in the summary affirmance of the other two orders under review.

App. 7.

APPENDIX B

**IN THE DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA - FIFTH DISTRICT**

CASE NO. 5D20-1188

**CHERI LYNNE MELCHIONE,
Appellant,
V.
TIMOTHY TEMPLE,
Appellee.**

DATE: November 06, 2020

BY ORDER OF THE COURT:

**ORDERED that Appellant's Motion for Issuance of
Opinion, Rehearing and for Rehearing En Banc,
filed October 23, 2020, is denied.**

I hereby certify that the foregoing is
(a true copy of) the original Court order.
SANDRA B. WILLIAMS CLERK

**Panel: Judges Evander, Lambert, and Traver (acting
on panel-directed motion(s)) En Banc Court (acting
on en bane motion)**

cc:

Hal L. Roen Jessica Ann Travis

Cheri Lynne Melchione

APPENDIX C

**IN THE DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA FIFTH DISTRICT**

CASE NO. 5D20-1188

**CHERI LYNNE MELCHIONE,
Appellant,**

V.

**TIMOTHY TEMPLE,
Appellee .**

DATE: December 04, 2020

BY ORDER OF THE COURT:

**ORDERED that Appellant's "Amended Request for
Certification of Question Rehearing En Banc of
Denial...," filed November 17, 2020, is stricken as
unauthorized.**

I hereby certify that the foregoing is

(a true copy of) the original Court order.

Panel: Judges Evander, Lambert, and Traver

cc:

Hal L. Roen Jessica Ann Travis

Cheri Lynne Melchione

APPENDIX D

Filing # 106720172 E-Filed 04/27/2020 11:08:49 AM

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.: 2004-DR-1613-O DIVISION: 47

CHERI LYNNE MELCHIONE,

Petitioner/Mother,

and

TIMOTHY TEMPLE,

Respondent/Father.

**ORDER GRANTING IN PART MOTHER'S MOTION
TO COMPEL PAYMENT OF MEDICAL EXPENSES
AND EDUCATIONAL AND ACTIVITIES FEES**

THIS MATTER came on for hearing on the Mother's pro se Motion to Compel Payment of Medical Expenses and Educational and Activities Fees filed March 30, 2018 (hereafter " Motion to Compel"). Having reviewed the pleadings, having heard testimony from Petitioner and Respondent, having reviewed the exhibits in evidence and being duly advised in the premises, the Court determines as follows:

App. 10

1. The parties are the parents of K.L.M. whose date of birth is October 2, 2003.

2. On June 7, 2004, the court issued its Final Judgment ratifying the parties' Paternity Agreement. The Paternity Agreement required the Mother to provide health insurance for the minor child. It required the Father to reimburse the Mother for all medical, dental and hospitalization expenses not covered by insurance until the Mother obtained full time employment. Once she obtained employment, the parties agreed to exchange financial affidavits for the purpose of recalculating their respective shares of said uncovered medical expenses. See, Paternity Agreement, 17, filed June 7, 2004.

3. The parties entered into an Updated Paternity Agreement on February 17, 2008.

Pursuant to this agreement, the Father was required to provide medical insurance for the minor child at his discretion or when requested by the Mother. If the Father did not provide medical insurance, then he assumed all responsibility for the minor child's medical debt. The Father was also responsible for payment of all uninsured medical expenses. See, Update Paternity Agreement,

4. As part of the Updated Paternity Agreement, the parties acknowledged that the minor child may have special needs for her education. The Father agreed to contribute approximately

\$500.00 per month to be used only for private school tuition or supplementary activities such as music, art, and sports. Payment was to be made only when "actually used or when reimbursement should be provided." The Mother had the sole discretion to choose the minor child's pre-college schools. See, Updated Paternity Agreement, '1]9.

5. On September 7, 2015, the Court issued its Supplemental Final Judgment of Paternity in this matter ratifying the parties Updated Paternity Agreement.

6. On October 2, 2017, the Father filed his Motion to Receive Credit for Monies paid to Petitioner above Child Support and Against Petitioner's Claim for Uncovered Medical Expense, Private School Tuition and College Fund Contributions (hereafter "Motion to Receive Credit"). A hearing was held on December 7, 2017 on this motion as well as the Mother's Verified Motion for Contempt filed December 11, 2015. At that hearing, the court received into evidence as Petitioner's exhibit 2 a large box of documents including medical bills, receipts, cancelled checks, e-mails and bank statements. The Mother testified that those documents supported the unreimbursed medical and

App. 12

educational expenses she incurred for the minor child. Due to time constraints, the hearing was rescheduled to April 2, 2018. The court ordered Roy Smith, Esq., the Mother's attorney, to review the documents submitted as exhibit 2 and prepare a list of

2

2004-DR-1613-O

unreimbursed medical and educational expenses and provide that list to the Father's attorney. See, December 7, 2017 hearing transcript, pg. 73:4-74:12.

7. On January 24, 2018, Mr. Smith withdrew from representation of the Mother.

8. On March 30, 2018, the Mother filed the instant motion.

9. On April 2, 2018, the parties again appeared before the court on the Father's Motion to Receive Credit. The Mother appeared without counsel. David Roberts, Esq., represented the Father. At this hearing, Mr. Roberts placed in evidence a spreadsheet that summarized the voluminous documents previously submitted as Petitioner's Exhibit 2 at the December 17, 2017 hearing. See, Respondent's Ex. I. That spreadsheet identified \$37,362.00 in unreimbursed medical and educational expenses. Of that amount, Mr. Roberts confirmed that \$18,716.16 of expenses were

supported by source documents included within Exhibit 2 and that the Father owed that sum to the Mother. He identified expenses without source documents by highlighting the entry with a yellow highlighter. The highlighted expenses totaled \$18,538.36. See, April 2, 2018 hearing transcript, pg. 25:21 - 26:1.

10. The Mother also presented the Court with her spreadsheet, which was received as Petitioner's Exhibit 3. That spreadsheet identified unreimbursed medical and educational expenses in the total amount of \$40,696.49 for the time period from 2008 through 2017.

11. The court was unable to conclude the hearing on April 2, 2018. However based upon counsel's acknowledgement, the court made a finding that Respondent was responsible for \$18,716.16 in unreimbursed medical and educational expenses. See, April 2, 2018 hearing transcript, pg. 30: 10-12; 32:13-14. The court further directed the Mother to specifically identify a source document from Exhibit 2 that she believed supported the remaining expenses in dispute.

App. 14

12. On September 25, 2018, Steve Marsee, Esq., appeared in this matter on the Mother's behalf. ,

13. On October 24, 2018, Mr. Marsee and Mr. Roberts appeared before this Court to obtain several hours of hearing time. The court set a hearing for December 3, 2018 and ordered the parties to mediation.

14. Mr. Marsee withdrew from his representation of the Mother on November 13, 2018.

15. The parties attended mediation on November 14, 2018 and reached an impasse on all issues.

16. On November 29, 2018, Hal Roen, Esq., appeared in this action on the Father's behalf. Mr. Roberts was permitted to withdraw on December 27, 2018, when the Court executed the Order of Substitution of Counsel.

17. Mr. Roen and the Mother appeared for a hearing on December 3, 2018. Several motions were set for hearing that day including the Father's Motion for Credit and the Mother's Motion to Compel. At that hearing, the Court heard brief testimony from the Father. The Court received into evidence several exhibits related to the unreimbursed medical and educational expenses. However, because the Court and Mr. Roen were not completely familiar with what occurred at the December 7, 2018 and April 2, 2018 hearings, the

App. 15

Court ordered Mr. Roen to obtain transcripts of those hearings and provide them to the Court.

18. The parties appeared before the Court on January 16, 2019 on the Father's Motion to Receive Credit and the Mother's Motion to Compel. The Court heard testimony from the parties and received additional documents into evidence.

19. Transcripts of the December 7, 2018 and April 2, 2018 hearings were provided to the Court in February, 2019.

4

2004-DR-1613-O

20. The issue before the Court is whether the Mother is entitled to reimbursement from the Father for medical and educational expenses she incurred on the minor child's behalf and, if so, in what amount. Clearly, the original Paternity Agreement and the Updated Paternity Agreement required the Father to pay for any uninsured medical expenses and pay up to \$500.00 per month for private school tuition or supplemental educational activities.

21. When the parties appeared before the Court in December 2017 and April 2018, the only argument made by the Father with regard to the unreimbursed expenses was that the Mother had not provided sufficient documentation to support the expenditures. The Father never argued that the

App. 16

expenses identified on the spreadsheets were not medical or educational expenses. However, once Mr. Roen appeared on the Father's behalf in late 2018, the Father changed his position and argued that many of the expenses did not qualify as either medical or educational expenses. The Mother objected to this change in position as she was not prepared to respond to it at the December 3, 2018 hearing. At the hearing in January, 2019, the Mother provided additional background information to support her position that all of the expenses were properly incurred medical or educational expenses.

22. The facts of this case are unique in that the Father has no relationship or communication with the minor child for reasons that were not explained by the parties. According to the Mother, the Father has seen the child for no more than six hours in her entire life. The Mother and the minor child live in North Carolina and the Father lives in Central Florida. The Father has no first-hand knowledge of the child's medical and educational needs because he does not interact with the minor child.

23. The Mother sent numerous e-mails to the Father concerning the child's medical and educational needs. The minor child suffers from a sensory processing disorder requiring

2004-DR-1613-O

specialized therapies such as occupational and speech therapy. The Father did not want to pay for medical insurance or expensive therapies for the minor child.¹ On April 23, 2015, the Father executed a Medical Authorization stating as follows:

The Father, Timothy Temple acknowledges that the Mother, Cheri Melchione, had had up to this date and should continue to have sole authority and full medical authorization to determine and choose the medical, dental, psychological and/or any other related well-being care and treatment which may include but is not limited to any alternative, substitute, less expensive options, or other supportive treatment and/or treatment plans that the Mother determines is in the best interest of their minor child, (REDACTED).

Ex. 1 to December 13, 2018 hearing. Consistent with this agreement, the Mother arranged for alternative therapies to keep the expenses to a minimum.

24. The Father did not read most if not all of the Mother's e-mails. He directed the Mother to send the e-mails to his office manager or accountant as he did not want to communicate with the Mother. The Father never responded to the Mother's e-mails objecting to any of the decisions she made with regard to the minor child's medical or educational needs. Other than cross examination of the Mother, the Father did not provide any evidence to support

App. 18

his contention that the Mother's expenses were not reasonable medical or educational expenses.

25. The Court reviewed in detail the list of medical expenses identified as Exhibit 2 to the December 3, 2018 hearing as well as the source materials presented by the Mother. Attached to this Order as Exhibit I is an annotated copy of Exhibit 2. The Court marked with the letter "A" all of the entries that Mr. Roberts agreed were expenses incurred by the Mother and owed by the Father.

The Father has another child from a different relationship who is on the autism spectrum and requires expensive treatment and therapy to address his special needs.

6

2004-DR-1 61 3-0

26. The Mother has included in her spreadsheet many expenses for which there was no evidence to support that the expense was related to a medical need of the child. For example, the family has a pet dog that the Mother asserts is a therapy dog for the minor child, yet no credible evidence was presented to support this claim.

27. Based upon the additional testimony and evidence provided by the Mother, the Court marked with the letter "B" the additional medical expenses

that should be reimbursed by the Father. The items marked as "B" total \$22,185.99.

28. The Court reviewed in detail the list of educational expenses identified as Exhibit 3 to the December 3, 2018 hearing as well as the source materials presented by the Mother. The exhibit breaks down the expenses into four categories: (1) activities, supplies, classes; (2) educational travel experiences; (3) Amazon educational; and (4) Groupon educational, for a total of \$1,249.00 in expenses.

29. Although the minor child has sensory processing issues, she is very intelligent. The minor child has attended several different schools as well as being home-schooled by the Mother. Although the Mother claims she expended over \$60,000.00 in educational expenses, she is only seeking reimbursement of \$500.00 per month from February, 2008 consistent with the Updated Paternity Agreement.

30. A review of the Mother's spreadsheet of educational expenses reveals that the Mother has included nearly every single expense incurred with regard to the child and lumped them under the category of "educational fees." However, there was no evidence presented by the Mother to explain how these expenses were specifically related to the child's educational needs as opposed to normal expenses incurred by every parent of a school-aged child. With

App. 20

regard to "educational travel expenses," there was no evidence presented by the Mother that these trips were

7

2004-DR-1613-O

specifically required because of the minor child's educational needs or whether they were simply a planned family vacation.

31. However, the Court does find that the expenses listed as "Amazon educational" should be reimbursed by the Father. The Mother's spreadsheet identifies those expenses as text books and educational software for the minor child, which clearly would be related to the minor child's education. These expenses total \$1,381.00.

32. It is apparent from the Mother's testimony, spreadsheets and other documents that she believes nearly every expense related to the child falls under the category of medical or educational expenses. The Court does not interpret the parties' agreements as broadly as the Mother.

Based upon the foregoing, it is hereby ORDERED as follows:

App. 21

1. The Mother's Motion to Compel Payment of Medical Expenses and Educational and Activities Fees is granted in part.

2. The Mother is entitled to reimbursement from the Father in the sum of

\$18,716.16 as previously ordered by the Court at the April 2, 2018 hearing; (2) the sum of \$22,185.99 in additional unreimbursed medical expenses; and (3) the sum of \$1,381.00 in unreimbursed educational expenses, for a total reimbursement of \$42,283.15.

3. By order dated April 21, 2020, the Court gave the Father a credit of \$37,500.00 against these expenses. After the credit is applied, the Father owes the Mother \$4,783.15. The Father is ordered to make payment to the Mother of \$4,783.15 within 15 days of the date of this Order.

8

2004-DR-1613-O

DONE AND ORDERED in Orlando, Orange County, Florida this 27th day of April, 2020.

Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this k day of April, 2020 by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal

Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

APPENDIX E

Filing # 106519523 E-Filed 04/21/2020 03:20:41 PM

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO.: 2004-DR-1613-O DIVISION: 47

CHERI LYNNE MELCHIONE,

Petitioner/Mother,

and

TIMOTHY TEMPLE,

Respondent/Father.

**ORDER DENYING MOTHER'S MOTION TO
AWARD TEMPORARY ATTORNEYS' FEES
WITHOUT PREJUDICE**

THIS MATTER came on for hearing on January 16, 2019 on the Mother's prose Motion to Award Temporary Attorney's Fees filed September 18, 2018, and the Court having reviewed the pleadings and being duly advised in the premises, it is hereby

ORDERED that the Mother's Motion to Award Temporary Attorneys' Fees is denied. At the time of the hearing, the Mother was not represented by

App. 24

counsel. This ruling is without prejudice to the Mother refiling the motion once she obtains legal representation.

DONE AND ORDERED in Orlando, Orange County, Florida this..ti" day of April, 2020, nunc pro tune January 16, 2019.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this)tf day of April, 2020 by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

Judicial Assistant

App. 25

APPENDIX F

Filing # 119562972 E-Filed 01/13/2021 02:10:34 PM

SUPREME COURT OF FLORIDA

TUESDAY, JANUARY 12, 2021

CASE NO.: SC20-1768

**Lower Tribunal No(s).: 5D20-1188;
482004DR001613A001OX**

CHERI LYNNE MELCHIONE

Petitioner(s)

vs.

TIMOTHY TEMPLE

Respondent(s)

This case is hereby dismissed. This Court lacks jurisdiction to review an unelaborated decision from a district court of appeal that is issued without opinion or explanation or that merely cites to an authority that is not a case pending review in, or reversed or quashed by, this Court. See Wheeler v. State, 296 So. 3d 895 (Fla. 2020); Wells v. State, 132 So. 3d 1110 (Fla. 2014); Jackson v. State, 926 So. 2d 1262 (Fla. 2006); Gandy v. State, 846 So. 2d 1141 (Fla. 2003); Stallworth v.

App. 26

Moore, 827 So. 2d 974 (Fla. 2002); Harrison v. Hyster Co., 515 So. 2d 1279 (Fla. 1987); Dodi Publ'g Co. v. Editorial Am. S.A., 385 So. 2d 1369 (Fla. 1980); Jenkins v. State, 385 So. 2d 1356 (Fla. 1980).

No motion for rehearing or reinstatement will be entertained by the Court. Petitioner's Motion to Continue Stay is hereby denied as moot.

A True Copy Test:

td

Served:

HAL L. ROEN CHERI LYNNE MELCHIONE
HON. SANDRA B. WILLIAMS, CLERK

HON. TIFFANY MOORE RUSSELL, CLERK HON.
JULIE HIONS O'KANE, JUDGE

APPENDIX G

Filing # 119935850 E-Filed 01/20/2021 03:22:04 PM

SUPREME COURT OF FLORIDA

WEDNESDAY, JANUARY 20, 2021

CASE NO.: SC20-1763

**Lower Tribunal No(s).: 5D20-1188;
482004DR001613A001OX**

CHERI LYNNE MELCHIONE

Petitioner(s)

vs.

TIMOTHY TEMPLE

Respondent(s)

This case is hereby dismissed. This Court lacks jurisdiction to review an unelaborated decision from a district court of appeal that is issued without opinion or explanation or that merely cites to an authority that is not a case pending review in, or reversed or quashed by, this Court. See Wheeler v. State, 296 So. 3d 895 (Fla. 2020); Wells v. State, 132 So. 3d 1110 (Fla. 2014); Jackson v. State, 926 So. 2d 1262 (Fla. 2006); Gandy v. State, 846 So. 2d 1141 (Fla. 2003); Stallworth v.

App. 28

Moore, 827 So. 2d 974 (Fla. 2002); Harrison v. Hyster Co., 515 So. 2d 1279 (Fla. 1987); Dodi Publ'g Co. v. Editorial Am. S.A., 385 So. 2d 1369 (Fla. 1980); Jenkins v. State, 385 So. 2d 1356 (Fla. 1980).

No motion for rehearing or reinstatement will be entertained by the Court.

Petitioner's motion for enlargement of time for jurisdiction brief is hereby denied as moot.

A True Copy Test:

td

Served:

HON. JULIE HIONS O'KANE, JUDGE

HAL L. ROEN

HON. TIFFANY MOORE RUSSELL, CLERK
CHERI LYNNE MELCHIONE

HON. SANDRA B. WILLIAMS, CLERK

APPENDIX H

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

FLORIDA LAWS AND FLORIDA CONSTITUTION

Mirror Laws: Florida Rule 9.030 and Florida Constitution Article V (3) Florida Supreme Court Has Jurisdiction Over A Case As Follows:

- (a) *Jurisdiction of the Supreme Court of Florida.*
 - (1) *Appeal Jurisdiction.*
 - (A) *The supreme court shall review, by appeal:*
 - (ii) *decisions of district courts of appeal declaring invalid a state statute or a provision of the state constitution.*
 - (2) *Discretionary Jurisdiction. The discretionary jurisdiction of the supreme court may be sought to review:*
 - (A) *decisions of district courts of appeal that:*
 - (ii) *expressly construe a provision of the state or federal constitution*
 - (iv) *expressly and directly conflict with a decision of another district court of appeal or of the supreme court on the same question of law;*

FLORIDA CONSTITUTIONAL RIGHTS:ARTICLE 1

Fla. Const., Art. I, Sec. 2, *Basic Rights* - *All natural persons, female and male alike, are equal before the law and have inalienable rights, among which are the right to enjoy and defend life and liberty, to pursue happiness, to be rewarded for industry, and to acquire, possess and protect property. No person shall be deprived of any right because of race, religion, national origin, or physical disability.*

Fla. Const., Art. 1, Sec. 9. Due process. - *No person shall be deprived of life, liberty or property without due process of law, or be twice put in jeopardy for the same offense, or be compelled in any criminal matter to be a witness against oneself.*

Fla. Const., Art. I, Sec. 21. Access to courts. - *The courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay.*

Florida Rules of Appellate Procedure 9.330:

2(a)(D) Motion for Written Opinion. A motion for written opinion shall set forth the reasons that the party believes that a written opinion would provide:

(i) a legitimate basis for supreme court review;

(d) Exception; Review of District Court of Appeal Decisions. No motion for rehearing or clarification may be filed in the supreme court addressing:

(1) the dismissal of an appeal that attempts to invoke the court's mandatory jurisdiction under rule 9.030(a)(1)(A)(ii) when the appeal seeks to review a decision of a district court of appeal decision without opinion; or..

Florida Statutes Family Law Cases:

Florida Rule 742.045: Attorney's fees, suit money, and costs.—The court may from time to time, after considering the financial resources of both parties, order a party to pay a reasonable amount for attorney's fees, suit money, and the cost to the other party of maintaining or defending any proceeding under this chapter, including enforcement and modification proceedings. An application for attorney's fees, suit money, or costs, whether temporary or otherwise, shall not require corroborating expert testimony in order to support an award under this chapter.

U.S. CONSTITUTION:

Amend. I, U.S. Const., "to petition the Government for a redress of grievances." Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances

Amend. VII, U.S. Const, *trial by jury In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law.*

Amend. XIV, sec 1, U.S. Const., *due process All persons born or naturalized in the United States and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.*

Amend. V, U.S. Const., *due process No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.*

Article VI, U.S. Const.,...*This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.*

The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.