

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

LAW OFFICE OF MICHAEL B. BREHNE, P.A.,

Appellant,

v.

Case Nos. 5D17-3850 and
5D17-3855

PORTER LAW FIRM, LLC, SOUTHERN-OWNERS
INSURANCE COMPANY, AND STATE FARM
MUTUAL AUTOMOBILE AND SHEILA JACKMAN,

Appellees.

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Opinion filed March 15, 2019

Appeal from the Circuit Court
for Seminole County,
Jessica J. Recksiedler, Judge.

Chad A. Barr, of Law Office of Chad A. Barr,
P.A., Altamonte Springs, for Appellant.

William J. McFarlane and Matthew T.
Jones, of McFarlane Law, McFarlane Dolan
& Prince, Coral Springs, for Appellee
Southern-Owners Insurance Company.

Warren B. Kwavnick, of Cooney Trybus
Kwavnick Peets, Fort Lauderdale, for
Appellee State Farm Mutual Automobile.

No Appearance for Other Appellees.

PER CURIAM.

The Law Office of Michael B. Brehne, P.A. (“Law Office”), appeals a final summary judgment in favor of State Farm Mutual Automobile Insurance Company and Southern-Owners Insurance Company (collectively, “the Insurers”), finding that the Insurers had not impaired Law Office’s charging lien on the settlement proceeds paid to its former client and her newly retained counsel. The Insurers concede that Law Office properly perfected its charging lien before they disbursed the settlement proceeds to the former client’s newly retained counsel. They contend that because the charging lien attaches only to the disputed funds, which are held in the newly retained counsel’s trust account, Law Office’s lien has not been impaired. We agree and affirm the trial court’s judgment.

An attorney’s charging lien attaches to the tangible fruits of the services. Correa v. Christensen, 780 So. 2d 220, 220 (Fla. 5th DCA 2001) (citing Sinclair, Louis, Siegel, Heath, Nussbaum & Zavertnik, P.A. v. Baucom, 428 So. 2d 1383 (Fla. 1983)). Once a charging lien has been perfected, it is enforceable against “any person who, at the time notice of intent to claim a lien is given, holds monies or property which become proceeds of a judgment to be entered in the future.” Hutchins v. Hutchins, 522 So. 2d 547, 549 (Fla. 4th DCA 1988). Here, although the Insurers had notice of Law Office’s charging lien, they paid the settlement proceeds to the newly retained counsel who agreed to hold, and has continued to hold, the disputed funds in trust.¹ Because the funds are in trust, Law Office’s lien has not been impaired. However, should that situation change in the future, the Insurers cannot avoid liability for the attorney’s fees subject to Law Office’s lien

¹ The action between Law Office and the newly retained counsel concerning the division of the fee is still pending.

simply because it transferred the funds to a third party. See Hall, Lamb & Hall, P.A. v. Sherlon Invs. Corp., 7 So. 3d 639, 641 (Fla. 3d DCA 2009).

AFFIRMED.

ORFINGER, BERGER and WALLIS, JJ., concur.