

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

APPELLATE CIVIL DIVISION: AY  
CASE NO.: 50-2024-CA-005471-XXA-MB

WOODHAVEN CONDOMINIUM  
ASSOCIATION, INC.,  
Petitioner

vs.

WILLIAM F. ODIERNO and  
DOROTHY ODIERNO,  
Respondent,

\_\_\_\_\_ /

Opinion filed: July 2, 2025

Petition from Palm Beach County Board of County Commissioners Office of Equal Opportunity

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PER CURIAM.

Petitioner, Woodhaven Condominium Association, Inc., seeks review of a quasi-judicial Amended Final Order entered by the Palm Beach County Board of County Commissioners (the “Board”) Office of Equal Opportunity rendered in favor of the Respondents, William Odierno and Dorothy Odierno. The Amended Final Order found that Petitioner had committed an unlawful housing practice in violation of Section 15-58(8) of the County Code, awarded nominal damages in the amount of \$500.00, assessed a \$5,000.00 civil penalty (payable to the Board of County Commissioners’ general fund), and awarded injunctive relief requiring the Petitioner’s board to

complete fair housing training and eliminating a \$1,000,000.00 insurance requirement contained in a chair lift agreement entered between Petitioner and Respondents. The Amended Final Order also declared Respondents' the prevailing party and awarded attorney fees in the amount of \$33,600.00, and costs totaling \$4,559.94. The Court is unable to determine many of the issues brought forth by the parties briefing due to the lack of an adequate record. *See Applegate v. Barnett Bank of Tallahassee*, 377 So. 2d 1150 (Fla. 1979).

However, the Court has been provided the entirety of the transcript and record related to the attorney's fee hearing. In contravention to the applicable law, the Amended Final Order fails to set forth factual findings as required when computing an attorney fee award. *See Powell v. Powell*, 55 So.3d 708, 709 (Fla. 4th DCA 2011) ( "The law is well established that the trial court must set forth specific findings concerning the hourly rate, the number of hours reasonably expended and the appropriateness of reduction or enhancement factors"). Certiorari is appropriate "only when there has been a violation of a clearly established principle of law resulting in a miscarriage of justice." *Allstate Ins. Co. v. Kaklamanos*, 843 So.2d 885, 889 (Fla. 2003) (citing *Ivey v. Allstate Ins. Co.*, 774 So.2d 679, 682 (Fla. 2000)). The Court finds that the Amended Final Order lacks any indication that the Board considered the *Rowe* factors, which is a violation of a clearly established principle of law. As such, the portion of the Amended Final Order awarding attorney's fees in the amount of \$33,600.00 shall be quashed. <sup>1</sup>

Accordingly, Petitioner, Woodhaven Condominium Association, Inc.'s Petition for Writ of Certiorari is **GRANTED** in part, **DENIED** in part, and the Amended Final Order entered by the Board is **QUASHED** in part.

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<sup>1</sup> See *Ludwigsen v. Ludwigsen*, 313 So. 3d 709, 714 (Fla. 2d DCA 2020) (allowing a Petition for Writ of Certiorari to be granted in part and denied in part).

(ROWE, SURBER, MULLINAX JJ. concur.)