

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

APPELLATE DIVISION (CIVIL): AY  
CASE NO.: 502013AP000032  
L.T. No.: 502013CC002184

MASSIMO FAMILY IRREVOCABLE  
TRUST AND ANTONELLA DEBELLO,  
Appellant(s),

v.

SCOTT GORDON REALTY  
ASSOCIATES, INC.,  
Appellee(s).

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Opinion filed: **MAY 14 2014**

Appeal from the County Court in and for Palm Beach County,  
Judge Debra Moses Stephens.

For Petitioners: Richard R. Widell, Esq.  
2385 N.W. Executive Center Drive, Suite 100  
Boca Raton, Florida 33431  
filings@golantlaw.com

For Respondent: Jason D. Evans, Esq.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
jevans@LREvansPA.com

PER CURIAM.

The Petition for Writ of Certiorari is DENIED. We deny the Petition for Certiorari; however we write specifically to clarify 1) that Florida Statutes section 48.031 does not require an individual who is personally served to be informed of the contents of the documents served, and 2) that noncompliance with Administrative Order 2.702-9/08 does not invalidate service of process. Florida Statutes section 48.031 states:

Service of original process is made by delivering a copy of it to the person to be

served with a copy of the complaint, petition, or other initial pleading or paper or by leaving the copies at his or her usual place of abode with any person residing therein who is 15 years of age or older and informing the person of their contents. Minors who are or have been married shall be served as provided in this section.

A statute that contains a conjunctive “and” and a disjunctive “or” in the same sentence is ambiguous and is subject to the canons of construction. *Deason v. Florida Dep't of Corr.*, 705 So. 2d 1374 (Fla. 1998).

Section 48.031(1)(a) includes a clause that has a conjunctive “and” and the disjunctive “or” in the same sentence which makes the statute ambiguous and subject to the canons of construction. *See Deason v. Florida Dept. of Corr.*, 705 So. 2d 1374 (Fla. 1998). The last antecedent doctrine, a canon of construction, states that “relative and qualifying words, phrases, and clauses are to be applied to the words or phrase **immediately** preceding, and are not to be construed as extending to or including others more remote.” *McKenzie Tank Lines, Inc. v. McCauley*, 418 So. 2d 1177, 1180 (Fla. 1st DCA 1982) (emphasis in original, internal citations omitted). Additionally, terms connected by a disjunctive such as “or” are generally given a separate meaning unless the context of the sentence dictates otherwise. *Reiter v. Sonotone Corp.*, 442 U.S. 330, 339 (1979). Therefore, the clause “and informing the person of the contents” only qualifies the phrase that immediately precedes it: “by leaving the copies at his or her usual place of abode with any person residing therein who is 15 years of age or older.” Consequently, when service of process is personally served on the individual, the process server is not required to inform the individual of the contents. *See Bank of America v. Nirk*, 19 Fla. L. Weekly Supp. 468b (Fla. 17th Cir. Ct. October 19, 2011) (holding that when personal service is made on a party the process server is not required to inform the party of the contents of the documents). Thus, the trial court did not depart from the essential requirements of law in denying the Motion to Quash because the process server was not required to inform the Petitioner of the contents of

the documents as she was personally served.

We also write to discuss the Petitioner's argument that she was not properly served because the return-of-service was not regular on its face as it failed to include a descriptive narrative of the method of execution as required by Administrative Order 2.702-9/08. A return-of-service must include "the date and time when it comes to [the] hand [of the process server], the date and time when it is served, the manner of service, the name of the person on whom it was served and, if the person is served in a representative capacity, the position occupied by the person. The return-of-service form must be signed by the person who effects the service of process. . . ." § 48.21, Fla. Stat. (2013); *Robles-Martinez v. Diaz, Reus & Targ, LLP*, 88 So. 3d 177, 181 (Fla. 3d DCA 2011) (recognizing that the return-of-service was regular on its face because it contained all the information required by statute). The Administrative Order 2.702-9/08 of this Court also requires the returns-of-service to include a descriptive narrative of the method of execution. However, because a descriptive narrative is not statutorily required, failure to include such description does not make returns-of-service irregular on their faces or invalidate service of process. Thus, the trial court did not depart from the essential requirements of law in denying the Motion to Quash because returns-of-service are regular on their faces when they comply with the statutory requirements of Florida Statutes section 48.21.

Accordingly, the Petition for Writ of Certiorari is **DENIED**.

HAFELE, COX, and BROWN, JJ., concur.