

Supreme Court of Florida

No. 73,319

BANKERS LIFE INSURANCE COMPANY,
Petitioner,

vs.

CHARLES F. OWENS, Respondent.

[January 11, 1990]

OVERTON, J.

We have for review Bankers Life Insurance Co. v. Owens, 532 So. 2d 1115 (Fla. 5th DCA 1988), in which the district court relied on Quanstrom v. Standard Guaranty Insurance Co., 519 So. 2d 1135 (Fla. 5th DCA 1988), and affirmed the trial court. We accepted jurisdiction in Quanstrom and disapproved the district court's decision but approved the result. Standard Guaranty Ins. Co. v. Quanstrom, No. 72,100 (Fla. Jan. 11, 1990). We have jurisdiction in this cause. Art. V, § 3(b)(3), Fla. Const.

The trial judge applied a 1.5 contingency fee multiplier in determining Owens' attorney's fee. We are unable to determine whether the trial judge believed that he was required to use a multiplier. Accordingly, we quash the district court's decision with directions that this cause be remanded to the trial

court for recon ideration in light of the principles set forth in Quanstrom, No. 72,100 (Fla. Jan. 11, 1990), and State Farm Fire & Casualty Co. v. Palma, No. 72,730 (Fla. Jan. 11, 1990). In doing so, we find that the trial court may exercise its discretion in determining the appropriateness of a multiplier in this cause.

It is so ordered.

EHRlich, C.J., and McDONALD, SHAW, BARKETT, GRIMES and KOGAN, JJ.,
Concur

**NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND, IF
FILED, DETERMINED.**

Application for Review of the Decision of the District Court
of Appeal - Direct Conflict of Decisions

Fifth District - Case No. 87-1257

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