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IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT IN
AND FOR LEE COUNTY, FLORIDA

CIVIL JURISDICTION DIVISION

CASE NO.: **11-CA-000344**
Judge: Fuller, Joseph C

RAYMOND ROBERTS, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

DIRECTE, INC., a Florida corporation
d/b/a DIRECT E-CIG,

Defendant.

_____ /

CIVIL ACTION SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the Complaint in this
action on Defendant:

DIRECTE, INC.

BY SERVING: James D. Dati, Registered Agent
4001 Tamiami Trail North
250
Naples, Florida 34103

Each Defendant is required to serve written defenses to the complaint or petition on Plaintiff's
attorney, to wit:

11/31/11
11:45 am
KR
157169

RANDY ROSENBLUM, ESQUIRE
Freidin & Dobrinsky, P.A.
One Biscayne Tower
2 South Biscayne Boulevard, Suite 3100
Miami, Florida 33131
(305) 371-3666

within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED ON JAN 28 2011, 2011.

CHARLIE GREEN

Clerk of said Court

By: *S. D. Lane*
as Deputy Clerk
(sent)

IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

RAYMOND ROBERTS, individually
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

DIRECTE, INC., a Florida corporation
d/b/a DIRECT E-CIG,

Defendant.

GENERAL CIVIL DIVISION
CLASS ACTION COMPLAINT
Jury Trial Demanded

Case No.: 11 - CA - 000344
Judge: Fuller, Joseph C

FILED
JAN 27, 2011
CHARLIE GREEN, CLERK
CIRCUIT/COUNTY COURTS
BY: _____

CLASS ACTION COMPLAINT FOR DAMAGES

Plaintiff, RAYMOND ROBERTS, individually and on behalf of all others similarly situated, through counsel, sues Defendant, DIRECTE, INC., a Florida corporation d/b/a DIRECT E-CIG, and allege as follows:

PARTIES AND JURISDICTION

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000), exclusive of interest, costs and attorneys' fees, and is otherwise within the jurisdiction of this Court.
2. Plaintiff, RAYMOND ROBERTS, is a citizen and resident of Florida and is otherwise *sui juris*.
3. Defendant DIRECTE, INC. is a Florida corporation with its principal place of business at 9220 Bonita Beach Road -#203, Bonita Springs, Lee County, Florida 34135.

4. Venue of this cause is properly in Lee County, Florida as Defendant has its principal place of business in Lee County and is transacting business in Lee County, Florida.

5. All conditions precedent to the bringing of this action have been performed, have occurred or have been waived.

FACTUAL BACKGROUND

6. Defendant, DIRECTE, INC., is engaged in the business of selling electronic cigarettes over the internet. Electronic cigarettes are plastic, battery-operated, vapor-based alternatives to traditional cigarettes.

7. Electronic cigarettes utilize a liquid nicotine solution inside a replaceable “cartridge” attached to the electronic cigarette. Each time the user inhales, a smokeless, nicotine vapor is delivered from the electronic cigarette.

8. The nicotine cartridges must be removed and replaced by the consumer when the nicotine solution in the existing cartridge runs out.

9. Defendant is in the business of selling the replacement nicotine cartridges, as well as batteries and recharger components for the electronic cigarette units.

10. Defendant conducts its business under the trade name “Direct E-Cig”.

11. Defendant maintains, controls and/or own the web pages: <http://directecig.com/big10/index.php?hitid=241762535&subid=100080> and <https://directecig.com/big10/checkout/index.php> web shot copies of which are attached hereto as Exhibits 1 and 2.

12. The aforementioned web pages were created, or caused to be created, or directed to be created, and are otherwise maintained by Defendant from Defendant’s offices within the State of Florida.

13. Defendant sells its products and obtains the credit card and debit card numbers of its customers using the aforementioned webpages.

14. Charges made by Defendant against its customers' credit or debit card accounts appear as "DIRECTE*CIG8882179026" on each customer's billing statement.

15. The number 8882179026 is the phone number at Defendant's address at 2338 Immokalee Road - #419, Naples, Florida 34110.

16. Upon information and belief, the funds derived from charges made by Defendant against its customers' credit card or debit card accounts, were and are received by Defendant within the State of Florida.

17. Defendant ships and invoices products under the "Direct E-Cig" tradename from its mailing address at 2338 Immokalee Road - #419, Naples, within the State of Florida.

18. Each member of the Class, including Plaintiff RAYMOND ROBERTS, was directed to and/or discovered the Direct E-Cig webpage which advertised Defendant's products. The same or substantially identical webpage was used by Defendant in the form attached hereto as Exhibit "1".

19. According to Exhibit "1", Defendant offered each member of the Class the opportunity to purchase a "starter kit" consisting of several components of the electronic cigarette.

20. In order to purchase the exclusive "starter kit", each member of the Class was required to complete the requested information in Exhibit "1" including his or her name, address, city, state, phone number and e-mail address.

21. Each member of the Class did, in fact, provide the information requested in Exhibit "1", and then clicked another colored box to proceed to Step 2. After clicking another

colored box, each member of the Class was directed to another web page in the same or substantially identical form attached hereto as Exhibit “2”.¹

22. According to Exhibit “2”, Defendant presented an “Exclusive Trial Offer” whereby each member of the Class would only pay for shipping and handling for the starter kits for the “Total” amount of either \$4.95 or \$9.95. According to Exhibit “2”, the actual starter kit was being offered for no charge at all – “\$0.00”. The starter kits included a stainless steel atomizer, several nicotine cartridges, a wall charger, lifetime warranty and a USB cable.

23. In order to consummate the transaction, each member of the Class was required to undergo two steps. In “Step 1”, each member of the Class would select the flavor and nicotine level of the electronic cigarettes contained in the starter kit. In “Final Step 2”, each member of the Class was required to provide credit card information to finalize the purchase.

24. After completing Steps 1 and 2 contained in Exhibit “2”, each member of the Class pressed the red “Confirm My Order” button.

25. Thus, Defendant agreed to sell to each member of the Class a starter kit solely for the price of shipping and handling which varied between \$4.95 and \$9.95.

26. Each member of the Class, including Plaintiff RAYMOND ROBERTS, completed the steps set forth in Paragraphs 20-25.

27. After completing each of the steps set forth in Paragraphs 20-24, each member of the Class received an order confirmation in which Defendant confirmed the total charges for the starter kits were only for shipping and handling.

¹ The actual “Shipping and Handling” charges varied between \$4.95 and \$9.95, but in all other material ways the web pages encountered by each member of the Class were substantially identical.

28. After completing each of the steps set forth in Paragraphs 20-24, each member of the Class received a confirmatory e-mail from Defendant (“customerservice@directecig.com”) in which Defendant confirmed the shipping of each starter kit.

29. Instead of only charging each member of the Class’ credit card for shipping and handling as advertised, Defendant subsequently charged each member’s credit or debit card between \$89.00 and \$109.90 for the starter kit.

30. Defendant also charged certain Class members an additional \$59.85 plus \$9.95 for shipping and handling for a set of “refill cartridges”, automatically mailed by Defendant approximately thirty (30) days after the initial transaction unless the Class member had by then attempted to cancel.

31. The only disclosure made by Defendant on Exhibits 1 and 2 regarding the charging of monies beyond shipping and handling was made by Defendant in inconspicuously printed words, in small, non-contrasting grey font, outside the “Step 1” and “Final Step 2” boxes, and below the large arrow, on the aforementioned Direct E-Cig order page. (See Exhibit “2”).

32. These inconspicuously printed words (hereinafter the “Inconspicuous Words”) state as follows:²

By clicking Confirm My Order, you are one of the exclusive few who get to participate in our 14 day Trial Offer in which you get to try our electronic cigarette for just S&H. After the 14 day trial period, you agree that your card will be charged \$99.95 for the starter kit plus \$9.95 for shipping and handling. Your refill cartridges will recur at \$59.95 for 30 cartridges plus \$9.95 for shipping and handling every month from the time of initial purchase until you cancel. Please call 888-217-9026 for questions.

² The Inconspicuous Words were substantially identical for each member of the Class although the amounts charged for the starter kits ranged between approximately \$89.00 - \$109.90.

33. Defendant did not direct the consumer's attention through either of the two steps in the process to the Inconspicuous Words.

34. Moreover, the consumer was not required to acknowledge that he or she read the Inconspicuous Words prior to completing the transaction. Indeed, the Inconspicuous Words are placed physically outside both the "Step 1" and "Final Step 2" order boxes.

35. The large arrow captioned "Act Now Supplies Are Limited!" with red font in Exhibit "2" distracts and diverts the consumer's attention from the Inconspicuous Words and directs the consumer's attention to "Final Step 2" to confirm the purchase.

36. Hundreds of consumers that purchased the electronic starter kits from Defendant have complained about the deceptive and misleading nature of Defendant's advertising for this product to date.

CLASS ACTION ALLEGATIONS

THE CLASS

37. Plaintiff seeks to represent a nationwide class as follows:

All persons that purchased, by paying for "shipping & handling" only, electronic cigarette starter kits from Defendant, DIRECTE, INC., a Florida corporation d/b/a DIRECT E-CIG, through its website (directecig.com), or similar web pages and were subsequently additional amounts by Defendant, above and beyond the "shipping & handling" for the starter kit.

38. Plaintiff seeks certification of a class pursuant to Rules 1.220(b)(1) and/or 1.220(b)(3).

NUMEROSITY

39. While the exact number of Class members is unknown to Plaintiff at this time, Plaintiff believes in good faith that they number at least in the hundreds and most likely in the

thousands. Therefore, the members of the Class are so numerous that joinder of all members is impractical.

40. In addition, as all of the orders for the electronic cigarette starter kits are processed electronically through Defendant's website, the number and identity of the members of the Class are readily ascertainable through information already in the possession of Defendant that is currently unavailable to Plaintiff.

TYPICALITY

41. Plaintiff's claims are typical of the claims of absent Class members because all of the members of the Class have been similarly affected by Defendant's deceptive and unfair trade practices by being charged monies in excess of shipping and handling for the electronic cigarette starter kits. Therefore, the nature of the damages sustained by each member of the Class is identical and arises from the same factual circumstances, legal theories and wrongs.

ADEQUACY OF REPRESENTATION

42. Plaintiff's interests are common to and coincident with those of all absent members of the Class because by proving his individual claim he will necessarily prove Defendant's liability as to the claims of the Class.

43. Moreover, Plaintiff's interests and claims are not antagonistic to those of any other member of the Class and are not subject to any unique defenses.

44. Plaintiff is cognizant of and determined to faithfully discharge his duties to the absent members of the Class if appointed as Class Representatives.

45. Plaintiff will, therefore, fairly and adequately protect the interests of absent Class members. Plaintiff has retained competent counsel who are experienced in class action litigation.

SUPERIORITY

46. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The expense and burden of individually litigating claims ranging approximately between \$89.00 and \$180.00 make it effectively impossible for individual class members to seek redress in the courts for the wrongs complained of herein.

47. Class treatment ensures uniformity and consistency in results; enables the many small claims of the Class members to be brought efficiently; and will provide optimum notice and reimbursement to Class members.

48. The advantages of maintaining this lawsuit as a class action therefore far outweigh the alternative – the waste and expense of hundreds or thousands of separate adjudications for damages. A class action is clearly the superior vehicle for adjudicating these claims.

MANAGEABILITY

49. There are no unusual difficulties likely to be encountered in the management of this action as a Class given the finite issues and limited discovery necessary to establish both the appropriateness for certification and the merits of this matter. This Court can therefore effectively manage the class action.

PREDOMINANCE AND COMMONALITY

50. The questions of law and fact common to the claims of each member of the Class overwhelmingly predominate over any questions of law or fact affecting only individual members of the Class.

51. The issues relating to the claims of Plaintiff do not vary from the issues relating to the claims of the other members of the Class, making a class action the most efficient way to resolve all claims.

52. Certification of the Class under Florida Rule of Civil Procedure 1.220 is supported by the following questions of law and fact common to the Class:³

- a) Whether Defendant's advertising and sale of its electronic cigarette starter kits through its website constitute an Unfair and Deceptive Trade Practice under Florida law.
- b) Whether Defendant's causing additional charges to be made against each Class member's credit or debit card weeks after the initial purchase of the starter kit constitutes an Unfair and Deceptive Trade Practice under Florida law.
- c) Whether Defendant has been unjustly enriched through its advertising and sale of its electronic cigarette starter kits through its website.
- d) Whether and to what extent damages should be assessed against Defendant.

53. Certification of the Class under Florida Rule of Civil Procedure 1.220 is also supported by the following considerations:

- a) The relatively small amount of damages suffered by each member of the Class would not justify the prosecution of separate lawsuits.
- b) There is no previously filed action against Defendant known to Plaintiffs or their counsel regarding the conduct of Defendant.
- c) No difficulties will be encountered in the management of Plaintiffs' claims on a class wide basis because the Class is readily definable and the prosecution of this lawsuit as a class

³ The list of common questions of law and fact is not intended to be exhaustive and by setting forth this summary, Plaintiff does not waive his right to raise other common questions of law and fact.

action will ensure the most efficient redress of harm and reduce the possibility of repetitious litigation and inconsistent judgments.

COUNT I

VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

54. Plaintiff repeats and incorporates by reference the allegations contained in Paragraphs 1 through 53 above as though fully set forth herein.

55. The Florida Deceptive and Unfair Trade Practice Act ("FDUTPA") renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce. Fla. Stat. §501.204.

56. At all relevant times, Plaintiff and members of the Class were consumers as defined by Fla. Stat. §501.203.

57. The Florida Free Gift Advertising Law ("FFGAL"), Fla. Stat. §817.415(4), provides that:

[a]ny item or portion of an item unconditionally offered as "free" shall in fact be free, without obligation or requirement of consideration in any form, when accepted in writing within the time limit set forth in the advertisement or within a reasonable time, if not time limit is so set.

58. FFGAL further provides that: "[a]dvertising in which items are offered as free with conditions or obligations necessary to acceptance shall include a clear and conspicuous statement of any such conditions or obligations." Fla. Stat. §817.415(5). FFGAL also provides that: "[a]ny violation of this section is declared to be a deceptive trade practice and unlawful. Fla. Stat. §817.515(6).

59. The price of the electronic cigarette starter kit was advertised by Defendant as \$0.00 and thereby offered as "free", with the Class member only paying for shipping and handling.

60. Defendant engaged in unfair and deceptive trade practices by advising consumers that they would be charged "\$0.00" for the electronic cigarette starter kits and would only be charged for shipping and handling; and then charging customers between \$89.00 - \$109.90 if the starter kits were not returned within fourteen (14) days of their date of purchase, and an additional \$59.95 plus \$9.95 for shipping and handling for a set of refill cartridges automatically mailed to the consumer approximately thirty (30) days after the purchase.

61. FDUTPA specifically provides that, in determining the type of conduct that constitutes an unfair and deceptive trade practice, "due consideration and great weight" shall be given to the interpretations of the Federal Trade Commission and the federal courts regarding the Federal Trade Commission Act, 15 U.S.C. §45(a)(1).

62. The Federal Trade Commission (the "FTC") has issued guidelines regarding online advertising by dot com companies in its publication entitled, "DotCom Disclosures, Information About Online Advertising." According to the FTC, "Disclosures that are required to prevent an ad from being misleading, to ensure that consumers receive material information about the terms of a transaction or to further public policy goals, must be clear and conspicuous".

63. To be "clear and conspicuous", an internet disclosure should, "prominently display disclosures so they are noticeable to consumers, and evaluate the size, color and graphic treatment of the disclosure in relation to other parts of the Web page" and "review the entire ad to ensure that other elements, text, graphics, hyperlinks or sound do not distract consumers attention from the disclosure." Applying FTC guidelines to Defendant's conduct, it is clear that Defendant engaged in an unfair and deceptive trade practice.

64. Defendant's Inconspicuous Words are not "conspicuous" under Florida or federal law. The Inconspicuous Words are presented below the prominently displayed language relating

to Steps 1 and 2 of the purchase process. The Inconspicuous Words are presented in a font smaller than the language in “Steps 1 and 2”, they are single-spaced, they are not in bold and they are in a grey colored font against a non-contrasting background making them hard to see and read.

65. Defendant’s use of large colored arrows pointing the customer directly to the “Final Step 2” order box the red colored “Confirm My Order” button diverts the customer’s attention from the Inconspicuous Words.

66. Moreover, the Inconspicuous Words are not “clear” as they contradict the express terms of the “Step 1” order box which reflect that the price for the starter kit is “\$0.00”. By using the unqualified terms “Price” and “Total”, Defendant represents that the consumer will be charged only the shipping and handling reflected and nothing more.

67. As a direct and proximate result of Defendant’s unfair and deceptive trade practices, Plaintiffs and the Class have and will continue to suffer damages.

WHEREFORE, Plaintiff, individually and on behalf of all others similar situated, demands judgment against Defendant for actual damages pursuant to Section 501.211(2), Fla. Stat., and Section 817.415, Fla. Stat., monetary damages, prejudgment interest, an award of attorneys’ fees and costs pursuant to Sections 501.211(2) and 501.2105, Fla. Stat., trial by jury and such other relief that this Court deems just and proper.

COUNT II

UNJUST ENRICHMENT

68. Plaintiff repeats and incorporates by reference the allegations contained in Paragraphs 1 through 53 above as though fully set forth herein.

69. Plaintiff and the Class conferred a benefit upon Defendant with Defendant's knowledge, to wit: the payment of monies.

70. Defendant voluntarily accepted and retained the benefits conferred by Plaintiff and the Class.

71. The circumstances are such that it would be inequitable for Defendant to retain the benefits conferred without paying value to Plaintiff and the Class.

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, demands judgment against Defendant for damages, prejudgment interest, costs, trial by jury and such other relief that this Court deems just and proper.

PRAYER FOR RELIEF

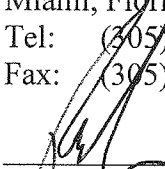
WHEREFORE, Plaintiff, RAYMOND ROBERTS, individually and on behalf of all others similarly situated, pray for the following relief:

- a) Entry of an order certifying this action as a class action as set forth herein and designating Plaintiffs as Class Representatives;
- b) Entry of an order designating Plaintiffs' counsel as Class Counsel;
- c) Entry of an order awarding Plaintiff and the Class monetary damages;
- d) Entry of an order awarding Plaintiffs and Class Counsel reasonable attorneys' fees, costs and expenses incurred in this action; and
- e) Such other and further relief as this Court deems just and proper.

Date: January 24, 2011

FREIDIN & DOBRINSKY, P.A.
Attorneys for Plaintiffs
One Biscayne Tower, Suite 3100
2 South Biscayne Boulevard
Miami, Florida 33131
Tel: (305) 371-3666
Fax: (305) 371-6725

By: _____


RANDY ROSENBLUM, ESQ.
Florida Bar No. 983527
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Co-Counsel for Plaintiffs

THIEL & KOERTH
660 U.S. Steel Tower
Pittsburgh, PA 15219
Tel: (412) 281-0900
Jonathan R. Koerth, Esq.

EXHIBIT “1”

EXHIBIT "2"



The Best Electronic Cigarettes

EXCLUSIVE TRIAL OFFER

LIFETIME WARRANTY

Regular Price ~~\$149.95~~
Your Cost Today **\$0.00** MSRP

LOOKS, FEELS, & TASTES LIKE A REAL CIGARETTE!

SPECIAL OFFER ACTIVATED! **\$4.95!**
SHIPPING & HANDLING NOW REDUCED TO ONLY

STEP 1 Customize Your Kit

Product	Details	Price
	<ul style="list-style-type: none"> 1 Stainless Steel Atomizer 1 Rechargeable Battery 1 USB Cable 1 Wall Charger 10 Full Flavored Cartridges Life Time Warranty 	\$0.00
<p>Select Your Custom Kit Options:</p> <p>Flavor: <input type="text" value="Tobacco"/></p> <p>Nicotine Level: <input type="text" value="Full Flavor"/></p>		
Sub-Total:		\$0.00
Shipping & Handling:		\$9.95
Total:		\$4.95

FINAL STEP 2 Payment Info

EXCLUSIVE OFFER, KITS GOING FAST!

We Accept:

Name on Card:

Payment Method:

Card Number:

Expiration Date: /

CCV2: (What is it?)

This is a secure connection.

Confirm My Order

Your shipment is estimated to arrive on **January 11, 2011**

ACT NOW SUPPLIES ARE LIMITED!

Direct E-Cig is not responsible for any damage to your credit card information. All transactions are processed through a secure payment gateway. The price of this kit is not intended to diagnose, treat, cure or mitigate any disease or medical condition. Do not use this product if you are not of legal smoking age. Do not use this product if you are sensitive or allergic to nicotine. If you are at risk for having respiratory conditions or contraindications, if you have heart problems, high blood pressure, diabetes or any other medical condition that can be exacerbated or induced by smoking, or if you are pregnant or nursing, consult your physician. If you have any medical questions, please do not use if you are pregnant or nursing. Consult your physician if you have any medical questions.



[HOW IT WORKS](#) | [TERMS & CONDITIONS](#) | [PRIVACY POLICY](#)

WARNING: This product contains nicotine, a highly addictive substance. It has not been approved by the FDA as a smoking cessation device. This product is not intended to diagnose, treat, cure or mitigate any disease or medical condition. Do not use this product if you are not of legal smoking age. Do not use this product if you are sensitive or allergic to nicotine. If you are at risk for having respiratory conditions or contraindications, if you have heart problems, high blood pressure, diabetes or any other medical condition that can be exacerbated or induced by smoking, or if you are pregnant or nursing, consult your physician. If you have any medical questions, please do not use if you are pregnant or nursing. Consult your physician if you have any medical questions.

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
LEE COUNTY, FLORIDA CIVIL ACTION

CASE NO: 11-CA-000344

Roberts, Raymond
Plaintiff

vs

Directe Inc, dba Direct E CIG
Defendant

STANDING ORDER IN CIVIL CASES IN THE TWENTIETH JUDICIAL CIRCUIT

PURSUANT to Florida Rule of Civil Procedure 1.200(a), Florida Rule of Judicial Administration 2.545, and Administrative Order 1.13 entered by the Chief Judge of this Circuit, the parties are ordered to adhere to the following information and procedures applicable to civil lawsuits:

1. **SERVICE OF THIS ORDER.** The Plaintiff is directed to serve a copy of this order with each Summons issued in this case. One copy of this Order is to be filed with the Clerk of the Circuit Court with proof of service. The Plaintiff shall pay the appropriate statutory clerk's fees on copies for each Standing Order issued and attached to the Summons.

2. **CIVIL CASE MANAGEMENT SYSTEM.** The Supreme Court of Florida has established guidelines for the prompt processing and resolution of civil cases. This Court has adopted a case management system to help meet those guidelines. In contested cases (other than foreclosures, involuntary commitment of sexually violent predators and eminent domain cases), the parties are required to participate in the case management system. The case management system requires early consultation and cooperation among the parties for the preparation and submission of an Agreed Case Management Plan, early interaction with a Civil Case Manager and early involvement by the Court. The Agreed Case Management Plan requires the parties to identify a case track, confer in a good faith attempt to narrow the matters in controversy, identify the issues that require direct involvement by the Court, and establish a schedule for addressing those issues.¹ The Agreed Case Management Plan may be accessed at the Court's website at: [<http://www.ca.cjis20.org/web/main/civil.asp>].

Unless all of the Defendants have been served and have defaulted, an Agreed Case Management Plan will be submitted to the Civil Case Manager, at the Lee County Justice Center, 1700 Monroe Street, Fort Myers, FL 33901, on or before 150 days from the date of filing of the initial complaint. If the parties are unable to agree on an Agreed Case Management Plan, a case management conference will be scheduled by the Court. If a case management conference is scheduled, attendance by trial counsel and those parties who are not represented by counsel is mandatory.

¹ Case Track options include Expedited, Standard or Complex. Case Tracks have been established in order to comply with the case disposition standards set forth in Florida Rule of Judicial Administration 2.250(a)(1)(B).

3. **ALTERNATIVE DISPUTE RESOLUTION (ADR)**. ADR provides parties with an out-of-court alternative to settling disagreements. The Court requires the parties to participate in ADR prior to trial. Mediation is mandatory unless the parties agree to another form of ADR. Mediation is a conference at which an independent third party attempts to arrange a settlement between the parties.

4. **RULES OF PROFESSIONALISM**. The Twentieth Judicial Circuit has adopted Administrative Order 2.20, which sets forth standards of professional courtesy and conduct for all counsel or pro-se litigants practicing within the Circuit. The Court requires that all familiarize themselves and comply with Administrative Order 2.20. Administrative Order 2.20 may be viewed on the Court's website at: http://www.ca.cjis20.org/web/main/ao_admin.asp

DONE AND ORDERED in Chambers at Fort Myers, Lee County, Florida.

John S. Carlin (electronically signed)

Administrative Circuit Judge

*******Original on file in the office of the Circuit Court Administrative Judge, Lee County**