

District Court of Appeal of Florida,  
Fourth District.

Staci Lee MEYER, Appellant,

v.

Cleomene ALEXANDRE, Edner Francois and Illinois  
National Insurance Company, Appellees.

**No. 4D00-1296.**

Dec. 13, 2000.

Appeal of a non-final order from the Circuit Court for  
the Fifteenth Judicial \*628 Circuit, Palm Beach  
County; Kathleen J. Kroll, Judge; L.T. Case No. CL  
95-7694 AG.

Richard A. Kupfer of Richard A. Kupfer, P.A., West  
Palm Beach, for appellant.

Bard D. Rockenbach of Sellars, Marion & Bachi, P.A.,  
West Palm Beach,, for Appellees-Cleomene Alexan-  
dre and Edner Francois.

B. Richard Young of Young, Bill & Fugett, P.A.,  
Pensacola, for Appellee-Illinois National Insurance  
Company.

KLEIN, J.

Appellant plaintiff was awarded attorney's fees under  
the offer of judgment statute, section 768.79, Florida  
Statutes (1995), as a result of a verdict she obtained in  
an accident case. She has apparently been unable to  
collect the fees against the defendants and has filed a  
motion to join the defendant's liability insurer, Illinois  
National Insurance Company as a party, in order to  
request a judgment for the attorney's fees against the  
insurer. The trial court denied the motion to join the  
insurer, without prejudice to plaintiff seeking the fees  
in an action for bad faith against the insurer.<sup>FN1</sup>

FN1. The judgment obtained by plaintiffs in  
this case was in excess of the policy limits.

Under similar circumstances, the Second District  
Court of Appeal concluded that the plaintiff could not  
recover attorney's fees against a liability insurer,  
which was not a party, under the offer of judgment  
statute. *Sparks v. Barnes*, 755 So.2d 718 (Fla. 2d DCA

1999). We agree with the reasoning of *Sparks* and  
affirm. See also *Feltzin v. Bernard*, 719 So.2d 315  
(Fla. 3d DCA 1998).

GROSS and HAZOURI, JJ., concur.

Fla.App. 4 Dist.,2000.

Meyer v. Alexandre

772 So.2d 627

END OF DOCUMENT