

By the Committees on Rules; Judiciary; and Regulated Industries;
and Senators Passidomo and Perry

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1 A bill to be entitled
2 An act relating to estoppel certificates; amending ss.
3 718.116, 719.108, and 720.30851, F.S.; revising
4 requirements relating to the issuance of an estoppel
5 certificate to specified persons; requiring a
6 condominium, cooperative, or homeowners' association
7 to designate a street or e-mail address on its website
8 for estoppel certificate requests; specifying delivery
9 requirements for an estoppel certificate; authorizing
10 an estoppel certificate to be completed by specified
11 persons; requiring that an estoppel certificate
12 contain certain information; providing an effective
13 period for an estoppel certificate based upon the date
14 of issuance and form of delivery; prohibiting an
15 association from charging a preparation and delivery
16 fee or making certain claims if it fails to deliver an
17 estoppel certificate within certain timeframes;
18 revising fee requirements for preparing and delivering
19 an estoppel certificate under various circumstances;
20 authorizing the statement of moneys due to be
21 delivered in one or more estoppel certificates under
22 certain circumstances; providing limits on a total fee
23 charged for the preparation and delivery of estoppel
24 certificates; requiring that the authority to charge a
25 fee for the preparation and delivery of estoppel
26 certificates be established by a specified written
27 resolution or provided by a certain type of contract;
28 providing that the right to reimbursement may not be
29 waived or modified by a contract or agreement;

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30 requiring that the prevailing party in an action to
31 enforce a right to reimbursement be awarded certain
32 damages, fees, and costs; requiring that certain fees
33 be adjusted every certain number of years using a
34 specified price index; requiring the Department of
35 Business and Professional Regulation to periodically
36 calculate the fees and publish the amounts on its
37 website, subject to certain requirements; conforming
38 provisions to changes made by the act; providing an
39 effective date.

40
41 Be It Enacted by the Legislature of the State of Florida:

42
43 Section 1. Subsection (8) of section 718.116, Florida
44 Statutes, is amended to read:

45 718.116 Assessments; liability; lien and priority;
46 interest; collection.-

47 (8) Within 10 business ~~15~~ days after receiving a written or
48 electronic request therefor from a unit owner or the unit
49 owner's ~~his or her~~ designee, or a unit mortgagee or the unit
50 mortgagee's ~~his or her~~ designee, the association shall issue the
51 estoppel ~~provide a~~ certificate. Each association shall designate
52 on its website a person or entity with a street or e-mail
53 address for receipt of a request for an estoppel certificate
54 issued pursuant to this section. The estoppel certificate must
55 be provided by hand delivery, regular mail, or e-mail to the
56 requestor on the date of issuance of the estoppel certificate
57 ~~signed by an officer or agent of the association stating all~~
58 ~~assessments and other moneys owed to the association by the unit~~

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59 ~~owner with respect to the condominium parcel.~~

60 (a) An estoppel certificate may be completed by any board
 61 member, authorized agent, or authorized representative of the
 62 association, including any authorized agent, authorized
 63 representative, or employee of a management company authorized
 64 to complete this form on behalf of the board or association. The
 65 estoppel certificate must contain all of the following
 66 information and must be substantially in the following form:

- 67 1. Date of issuance:....
- 68 2. Name(s) of the unit owner(s) as reflected in the books
 69 and records of the association:....
- 70 3. Unit designation and address:....
- 71 4. Parking or garage space number, as reflected in the
 72 books and records of the association:....
- 73 5. Attorney's name and contact information if the account
 74 is delinquent and has been turned over to an attorney for
 75 collection. No fee may be charged for this information.
- 76 6. Fee for the preparation and delivery of the estoppel
 77 certificate:....
- 78 7. Name of the requestor:....
- 79 8. Assessment information and other information:

80
 81 ASSESSMENT INFORMATION:

- 82 a. The regular periodic assessment levied against the unit
 83 is \$.... per ...(insert frequency of payment)....
- 84 b. The regular periodic assessment is paid through
 85 ...(insert date paid through)....
- 86 c. The next installment of the regular periodic assessment
 87 is due ...(insert due date)... in the amount of \$.....

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88 d. An itemized list of all assessments, special
89 assessments, and other moneys owed on the date of issuance to
90 the association by the unit owner for a specific unit is
91 provided.

92 e. An itemized list of any additional assessments, special
93 assessments, and other moneys that are scheduled to become due
94 for each day after the date of issuance for the effective period
95 of the estoppel certificate is provided. In calculating the
96 amounts that are scheduled to become due, the association may
97 assume that any delinquent amounts will remain delinquent during
98 the effective period of the estoppel certificate.

99

100 OTHER INFORMATION:

101 f. Is there a capital contribution fee, resale fee,
102 transfer fee, or other fee due? ... (Yes)... ... (No).... If yes,
103 specify the type and the amount of the fee.

104 g. Is there any open violation of rule or regulation
105 noticed to the unit owner in the association official records?
106 ... (Yes)... ... (No)....

107 h. Do the rules and regulations of the association
108 applicable to the unit require approval by the board of
109 directors of the association for the transfer of the unit?
110 ... (Yes)... ... (No).... If yes, has the board approved the
111 transfer of the unit? ... (Yes)... ... (No)....

112 i. Is there a right of first refusal provided to the
113 members or the association? ... (Yes)... ... (No).... If yes, have
114 the members or the association exercised that right of first
115 refusal? ... (Yes)... ... (No)....

116 j. Provide a list of, and contact information for, all

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117 other associations of which the unit is a member.

118 k. Provide contact information for all insurance maintained
119 by the association.

120 l. Provide the signature of an officer or authorized agent
121 of the association.

122
123 The association, at its option, may include additional
124 information in the estoppel ~~Any person other than the owner who~~
125 ~~relies upon such certificate shall be protected thereby.~~

126 (b) An estoppel certificate that is hand delivered or sent
127 by electronic means has a 30-day effective period. An estoppel
128 certificate that is sent by regular mail has a 35-day effective
129 period. If additional information or a mistake related to the
130 estoppel certificate becomes known to the association within the
131 effective period, an amended estoppel certificate may be
132 delivered and becomes effective if a sale or refinancing of the
133 unit has not been completed during the effective period. A fee
134 may not be charged for an amended estoppel certificate. An
135 amended estoppel certificate must be delivered on the date of
136 issuance, and a new 30-day or 35-day effective period begins on
137 such date.

138 (c) An association waives the right to collect any moneys
139 owed in excess of the amounts specified in the estoppel
140 certificate from any person who in good faith relies upon the
141 estoppel certificate and from the person's successors and
142 assigns.

143 (d) If an association receives a request for an estoppel
144 certificate from a unit owner or the unit owner's designee, or a
145 unit mortgagee or the unit mortgagee's designee, and fails to

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146 deliver the estoppel certificate within 10 business days, a fee
147 may not be charged for the preparation and delivery of that
148 estoppel certificate.

149 (e)-(b) A summary proceeding pursuant to s. 51.011 may be
150 brought to compel compliance with this subsection, and in any
151 such action the prevailing party is entitled to recover
152 reasonable attorney ~~attorney's~~ fees.

153 (f)-(e) Notwithstanding any limitation on transfer fees
154 contained in s. 718.112(2)(i), an ~~the~~ association or its
155 authorized agent may charge a reasonable fee for the preparation
156 and delivery of an estoppel certificate, which may not exceed
157 \$250, if, on the date the certificate is issued, no delinquent
158 amounts are owed to the association for the applicable unit. If
159 an estoppel certificate is requested on an expedited basis and
160 delivered within 3 business days after the request, the
161 association may charge an additional fee of \$100. If a
162 delinquent amount is owed to the association for the applicable
163 unit, an additional fee for the estoppel certificate may not
164 exceed \$150 ~~for the preparation of the certificate. The amount~~
165 ~~of the fee must be included on the certificate.~~

166 (g) If estoppel certificates for multiple units owned by
167 the same owner are simultaneously requested from the same
168 association and there are no past due monetary obligations owed
169 to the association, the statement of moneys due for those units
170 may be delivered in one or more estoppel certificates, and, even
171 though the fee for each unit shall be computed as set forth in
172 paragraph (f), the total fee that the association may charge for
173 the preparation and delivery of the estoppel certificates may
174 not exceed, in the aggregate:

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175 1. For 25 or fewer units, \$750.

176 2. For 26 to 50 units, \$1,000.

177 3. For 51 to 100 units, \$1,500.

178 4. For more than 100 units, \$2,500.

179 (h) ~~(d)~~ The authority to charge a fee for the preparation
180 and delivery of the estoppel certificate ~~must~~ shall be
181 established by a written resolution adopted by the board or
182 provided by a written management, bookkeeping, or maintenance
183 contract and is payable upon the preparation of the certificate.
184 If the certificate is requested in conjunction with the sale or
185 mortgage of a unit but the closing does not occur and no later
186 than 30 days after the closing date for which the certificate
187 was sought the preparer receives a written request, accompanied
188 by reasonable documentation, that the sale did not occur from a
189 payor that is not the unit owner, the fee shall be refunded to
190 that payor within 30 days after receipt of the request. The
191 refund is the obligation of the unit owner, and the association
192 may collect it from that owner in the same manner as an
193 assessment as provided in this section. The right to
194 reimbursement may not be waived or modified by any contract or
195 agreement. The prevailing party in any action brought to enforce
196 a right of reimbursement shall be awarded damages and all
197 applicable attorney fees and costs.

198 (i) The fees specified in this subsection shall be adjusted
199 every 5 years in an amount equal to the total of the annual
200 increases for that 5-year period in the Consumer Price Index for
201 All Urban Consumers, U.S. City Average, All Items. The
202 Department of Business and Professional Regulation shall
203 periodically calculate the fees, rounded to the nearest dollar,

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204 and publish the amounts, as adjusted, on its website.

205 Section 2. Subsection (6) of section 719.108, Florida
206 Statutes, is amended to read:

207 719.108 Rents and assessments; liability; lien and
208 priority; interest; collection; cooperative ownership.—

209 (6) Within 10 business 15 days after receiving a written or
210 electronic request for an estoppel certificate from a unit owner
211 or the unit owner's designee, or a unit mortgagee or the unit
212 mortgagee's designee, the association shall issue the estoppel
213 certificate. Each association shall designate on its website a
214 person or entity with a street or e-mail address for receipt of
215 a request for an estoppel certificate issued pursuant to this
216 section. The estoppel certificate must be provided by hand
217 delivery, regular mail, or e-mail to the requestor on the date
218 of issuance of the estoppel certificate.

219 (a) An estoppel certificate may be completed by any board
220 member, authorized agent, or authorized representative of the
221 association, including any authorized agent, authorized
222 representative, or employee of a management company authorized
223 to complete this form on behalf of the board or association. The
224 estoppel certificate must contain all of the following
225 information and must be substantially in the following form:

226 1. Date of issuance:....

227 2. Name(s) of the unit owner(s) as reflected in the books
228 and records of the association:....

229 3. Unit designation and address:....

230 4. Parking or garage space number, as reflected in the
231 books and records of the association:....

232 5. Attorney's name and contact information if the account

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233 is delinquent and has been turned over to an attorney for
 234 collection. No fee may be charged for this information.

235 6. Fee for the preparation and delivery of the estoppel
 236 certificate:....

237 7. Name of the requestor:....

238 8. Assessment information and other information:

239

240 ASSESSMENT INFORMATION:

241 a. The regular periodic assessment levied against the unit
 242 is \$.... per ...(insert frequency of payment)....

243 b. The regular periodic assessment is paid through
 244 ...(insert date paid through)....

245 c. The next installment of the regular periodic assessment
 246 is due ...(insert due date)... in the amount of \$.....

247 d. An itemized list of all assessments, special
 248 assessments, and other moneys owed by the unit owner on the date
 249 of issuance to the association for a specific unit is provided.

250 e. An itemized list of any additional assessments, special
 251 assessments, and other moneys that are scheduled to become due
 252 for each day after the date of issuance for the effective period
 253 of the estoppel certificate is provided. In calculating the
 254 amounts that are scheduled to become due, the association may
 255 assume that any delinquent amounts will remain delinquent during
 256 the effective period of the estoppel certificate.

257

258 OTHER INFORMATION:

259 f. Is there a capital contribution fee, resale fee,
 260 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,
 261 specify the type and amount of the fee.

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262 g. Is there any open violation of rule or regulation
263 noticed to the unit owner in the association official records?
264 ...(Yes)... ...(No)....

265 h. Do the rules and regulations of the association
266 applicable to the unit require approval by the board of
267 directors of the association for the transfer of the unit?
268 ...Yes... ...(No).... If yes, has the board approved the
269 transfer of the unit? ...(Yes)... ..(No)....

270 i. Is there a right of first refusal provided to the
271 members or the association? ...(Yes)... ...(No).... If yes, have
272 the members or the association exercised that right of first
273 refusal? ...(Yes)... ...(No)....

274 j. Provide a list of, and contact information for, all
275 other associations of which the unit is a member.

276 k. Provide contact information for all insurance maintained
277 by the association.

278 l. Provide the signature of an officer or authorized agent
279 of the association.

280
281 The association, at its option, may include additional
282 information in the estoppel certificate.

283 (b) An estoppel certificate that is hand delivered or sent
284 by electronic means has a 30-day effective period. An estoppel
285 certificate that is sent by regular mail has a 35-day effective
286 period. If additional information or a mistake related to the
287 estoppel certificate becomes known to the association within the
288 effective period, an amended estoppel certificate may be
289 delivered and becomes effective if a sale or refinancing of the
290 unit has not been completed during the effective period. A fee

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291 may not be charged for an amended estoppel certificate. An
292 amended estoppel certificate must be delivered on the date of
293 issuance, and a new 30-day or 35-day effective period begins on
294 such date.

295 (c) An association waives the right to collect any moneys
296 owed in excess of the amounts specified in the estoppel
297 certificate from any person who in good faith relies upon the
298 estoppel certificate and from the person's successors and
299 assigns.

300 (d) If an association receives a request for an estoppel
301 certificate from a unit owner or the unit owner's designee, or a
302 unit mortgagee or the unit mortgagee's designee, and fails to
303 deliver the estoppel certificate within 10 business days, a fee
304 may not be charged for the preparation and delivery of that
305 estoppel certificate.

306 (e) A summary proceeding pursuant to s. 51.011 may be
307 brought to compel compliance with this subsection, and in any
308 such action the prevailing party is entitled to recover
309 reasonable attorney fees.

310 (f) Notwithstanding any limitation on transfer fees
311 contained in s. 719.106(1)(i), an association or its authorized
312 agent may charge a reasonable fee for the preparation and
313 delivery of an estoppel certificate, which may not exceed \$250
314 if, on the date the certificate is issued, no delinquent amounts
315 are owed to the association for the applicable unit. If an
316 estoppel certificate is requested on an expedited basis and
317 delivered within 3 business days after the request, the
318 association may charge an additional fee of \$100. If a
319 delinquent amount is owed to the association for the applicable

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320 unit, an additional fee for the estoppel certificate may not
321 exceed \$150.

322 (g) If estoppel certificates for multiple units owned by
323 the same owner are simultaneously requested from the same
324 association and there are no past due monetary obligations owed
325 to the association, the statement of moneys due for those units
326 may be delivered in one or more estoppel certificates, and, even
327 though the fee for each unit shall be computed as set forth in
328 paragraph (f), the total fee that the association may charge for
329 the preparation and delivery of the estoppel certificates may
330 not exceed, in the aggregate:

- 331 1. For 25 or fewer units, \$750.
- 332 2. For 26 to 50 units, \$1,000.
- 333 3. For 51 to 100 units, \$1,500.
- 334 4. For more than 100 units, \$2,500.

335 (h) The authority to charge a fee for the preparation and
336 delivery of the estoppel certificate must be established by a
337 written resolution adopted by the board or provided by a written
338 management, bookkeeping, or maintenance contract and is payable
339 upon the preparation of the certificate. If the certificate is
340 requested in conjunction with the sale or mortgage of a parcel
341 but the closing does not occur and no later than 30 days after
342 the closing date for which the certificate was sought the
343 preparer receives a written request, accompanied by reasonable
344 documentation, that the sale did not occur from a payor that is
345 not the parcel owner, the fee shall be refunded to that payor
346 within 30 days after receipt of the request. The refund is the
347 obligation of the parcel owner, and the association may collect
348 it from that owner in the same manner as an assessment as

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349 provided in this section. The right to reimbursement may not be
350 waived or modified by any contract or agreement. The prevailing
351 party in any action brought to enforce a right of reimbursement
352 shall be awarded damages and all applicable attorney fees and
353 costs.

354 (i) The fees specified in this subsection shall be adjusted
355 every 5 years in an amount equal to the total of the annual
356 increases for that 5-year period in the Consumer Price Index for
357 All Urban Consumers, U.S. City Average, All Items. The
358 Department of Business and Professional Regulation shall
359 periodically calculate the fees, rounded to the nearest dollar,
360 and publish the amounts, as adjusted, on its website ~~by a unit~~
361 ~~owner or mortgagee, the association shall provide a certificate~~
362 ~~stating all assessments and other moneys owed to the association~~
363 ~~by the unit owner with respect to the cooperative parcel. Any~~
364 ~~person other than the unit owner who relies upon such~~
365 ~~certificate shall be protected thereby. Notwithstanding any~~
366 ~~limitation on transfer fees contained in s. 719.106(1)(i), the~~
367 ~~association or its authorized agent may charge a reasonable fee~~
368 ~~for the preparation of the certificate.~~

369 Section 3. Section 720.30851, Florida Statutes, is amended
370 to read:

371 720.30851 Estoppel certificates.—Within 10 business ~~15~~ days
372 after receiving a written or electronic ~~the date on which a~~
373 request for an estoppel certificate from a parcel owner or the
374 parcel owner's designee, or a parcel mortgagee or the parcel
375 mortgagee's designee, the association shall issue the estoppel
376 certificate. Each association shall designate on its website a
377 person or entity with a street or e-mail address for receipt of

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378 a request for an estoppel certificate issued pursuant to this
379 section. The estoppel certificate must be provided by hand
380 delivery, regular mail, or e-mail to the requestor on the date
381 of issuance of the estoppel certificate.

382 (1) An estoppel certificate may be completed by any board
383 member, authorized agent, or authorized representative of the
384 association, including any authorized agent, authorized
385 representative, or employee of a management company authorized
386 to complete this form on behalf of the board or association. The
387 estoppel certificate must contain all of the following
388 information and must be substantially in the following form:

389 (a) Date of issuance:....

390 (b) Name(s) of the parcel owner(s) as reflected in the
391 books and records of the association:....

392 (c) Parcel designation and address:....

393 (d) Parking or garage space number, as reflected in the
394 books and records of the association:....

395 (e) Attorney's name and contact information if the account
396 is delinquent and has been turned over to an attorney for
397 collection. No fee may be charged for this information.

398 (f) Fee for the preparation and delivery of the estoppel
399 certificate:....

400 (g) Name of the requestor:....

401 (h) Assessment information and other information:

402

403 ASSESSMENT INFORMATION:

404 1. The regular periodic assessment levied against the
405 parcel is \$.... per ... (insert frequency of payment)....

406 2. The regular periodic assessment is paid through

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407 ...(insert date paid through)....

408 3. The next installment of the regular periodic assessment
 409 is due ...(insert due date)... in the amount of \$.....

410 4. An itemized list of all assessments, special
 411 assessments, and other moneys owed on the date of issuance to
 412 the association by the parcel owner for a specific parcel is
 413 provided.

414 5. An itemized list of any additional assessments, special
 415 assessments, and other moneys that are scheduled to become due
 416 for each day after the date of issuance for the effective period
 417 of the estoppel certificate is provided. In calculating the
 418 amounts that are scheduled to become due, the association may
 419 assume that any delinquent amounts will remain delinquent during
 420 the effective period of the estoppel certificate.

421

422 OTHER INFORMATION:

423 6. Is there a capital contribution fee, resale fee,
 424 transfer fee, or other fee due? ...(Yes)... ...(No).... If yes,
 425 specify the type and amount of the fee.

426 7. Is there any open violation of rule or regulation
 427 noticed to the parcel owner in the association official records?
 428 ...(Yes)... ...(No)....

429 8. Do the rules and regulations of the association
 430 applicable to the parcel require approval by the board of
 431 directors of the association for the transfer of the parcel?
 432 ...(Yes)... ...(No).... If yes, has the board approved the
 433 transfer of the parcel? ...(Yes)... ...(No)....

434 9. Is there a right of first refusal provided to the
 435 members or the association? ...(Yes)... ...(No).... If yes, have

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436 the members or the association exercised that right of first
437 refusal? ... (Yes) ... (No)

438 10. Provide a list of, and contact information for, all
439 other associations of which the parcel is a member.

440 11. Provide contact information for all insurance
441 maintained by the association.

442 12. Provide the signature of an officer or authorized agent
443 of the association.

444
445 The association, at its option, may include additional
446 information in the estoppel certificate.

447 (2) An estoppel certificate that is hand delivered or sent
448 by electronic means has a 30-day effective period. An estoppel
449 certificate that is sent by regular mail has a 35-day effective
450 period. If additional information or a mistake related to the
451 estoppel certificate becomes known to the association within the
452 effective period, an amended estoppel certificate may be
453 delivered and becomes effective if a sale or refinancing of the
454 parcel has not been completed during the effective period. A fee
455 may not be charged for an amended estoppel certificate. An
456 amended estoppel certificate must be delivered on the date of
457 issuance, and a new 30-day or 35-day effective period begins on
458 such date.

459 (3) An association waives the right to collect any moneys
460 owed in excess of the amounts specified in the estoppel
461 certificate from any person who in good faith relies upon the
462 estoppel certificate and from the person's successors and
463 assigns.

464 (4) If an association receives a request for an estoppel

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465 certificate from a parcel owner or the parcel owner's designee,
466 or a parcel mortgagee or the parcel mortgagee's designee, and
467 fails to deliver the estoppel certificate within 10 business
468 days, a fee may not be charged for the preparation and delivery
469 of that estoppel certificate ~~for an estoppel certificate is~~
470 ~~received from a parcel owner or mortgagee, or his or her~~
471 ~~designee, the association shall provide a certificate signed by~~
472 ~~an officer or authorized agent of the association stating all~~
473 ~~assessments and other moneys owed to the association by the~~
474 ~~parcel owner or mortgagee with respect to the parcel. An~~
475 ~~association may charge a fee for the preparation of such~~
476 ~~certificate, and the amount of such fee must be stated on the~~
477 ~~certificate.~~

478 ~~(1) Any person other than a parcel owner who relies upon a~~
479 ~~certificate receives the benefits and protection thereof.~~

480 (5) ~~(2)~~ A summary proceeding pursuant to s. 51.011 may be
481 brought to compel compliance with this section, and the
482 prevailing party is entitled to recover reasonable attorney
483 attorney's fees.

484 (6) An association or its authorized agent may charge a
485 reasonable fee for the preparation and delivery of an estoppel
486 certificate, which may not exceed \$250, if, on the date the
487 certificate is issued, no delinquent amounts are owed to the
488 association for the applicable parcel. If an estoppel
489 certificate is requested on an expedited basis and delivered
490 within 3 business days after the request, the association may
491 charge an additional fee of \$100. If a delinquent amount is owed
492 to the association for the applicable parcel, an additional fee
493 for the estoppel certificate may not exceed \$150.

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494 (7) If estoppel certificates for multiple parcels owned by
495 the same owner are simultaneously requested from the same
496 association and there are no past due monetary obligations owed
497 to the association, the statement of moneys due for those
498 parcels may be delivered in one or more estoppel certificates,
499 and, even though the fee for each parcel shall be computed as
500 set forth in subsection (6), the total fee that the association
501 may charge for the preparation and delivery of the estoppel
502 certificates may not exceed, in the aggregate:

503 (a) For 25 or fewer parcels, \$750.

504 (b) For 26 to 50 parcels, \$1,000.

505 (c) For 51 to 100 parcels, \$1,500.

506 (d) For more than 100 parcels, \$2,500.

507 (8)~~(3)~~ The authority to charge a fee for the preparation
508 and delivery of the estoppel certificate ~~must~~ shall be
509 established by a written resolution adopted by the board or
510 provided by a written management, bookkeeping, or maintenance
511 contract and is payable upon the preparation of the certificate.
512 If the certificate is requested in conjunction with the sale or
513 mortgage of a parcel but the closing does not occur and no later
514 than 30 days after the closing date for which the certificate
515 was sought the preparer receives a written request, accompanied
516 by reasonable documentation, that the sale did not occur from a
517 payor that is not the parcel owner, the fee shall be refunded to
518 that payor within 30 days after receipt of the request. The
519 refund is the obligation of the parcel owner, and the
520 association may collect it from that owner in the same manner as
521 an assessment as provided in this section. The right to
522 reimbursement may not be waived or modified by any contract or

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523 agreement. The prevailing party in any action brought to enforce
524 a right of reimbursement shall be awarded damages and all
525 applicable attorney fees and costs.

526 (9) The fees specified in this section shall be adjusted
527 every 5 years in an amount equal to the total of the annual
528 increases for that 5-year period in the Consumer Price Index for
529 All Urban Consumers, U.S. City Average, All Items. The
530 Department of Business and Professional Regulation shall
531 periodically calculate the fees, rounded to the nearest dollar,
532 and publish the amounts, as adjusted, on its website.

533 Section 4. This act shall take effect July 1, 2017.