enables adults who tell children, particularly Black children that "you can be anything you want ... including the President of the United States" is now true.

When President Obama spoke during the election and at the inauguration, it struck me that he always used "we" not "I." I was reminded that the election and subsequent inauguration of President Barack Obama was for hope of change for our nation. He is charged with leading us through the existing wars, economic distress, unemployment, lack of affordable health care and a host of other domestic and foreign issues. But, we the people must call ourselves to action. No longer are we to address our limits but rather the potential of our individual and collective power.

After the November 4th election, the "Yes We Can" mantra changed to "Yes We Did." The mantras of "Yes We Can" and "Hope" have now become slogans for many businesses. To let *my* voice rise high as the listening skies, my favorite mantra from this "Change" campaign is …."Fired Up, Ready To Go!" In other words, it is time to raise the bar. "Fired Up Ready To Go! Fired Up, Ready To Go!"

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Splitting the Atom or Alternatively What to do You When You are Entitled to Fees and Costs as to Only One of Multiple Defendants Involved in Litigation

If you have ever sued multiple defendants and only prevailed in regards to one of them, you will have to either allocate your fees and costs to that particular defendant or show that the issues were so "inextricably intertwined" that fees could not be allocated. The following is a summary of the current Florida case law regarding this often thorny issue. As a practical matter, your client will be better served if you make a practice of contemporaneously allocating your time and costs during the course of the litigation.

Case Law

The party seeking fees has the burden to allocate them to the issues for which fees are awardable or to show that the issues were so intertwined that allocation is not feasible. *Current Builders of Florida, Inc. v. First Sealord Surety, Inc.*, 984 So.2d 526 (Fla. 4th DCA 2008) (issues were so inextricably intertwined that fees could not be allocated as such prevailing party entitled to its full fees and costs); *see also Lubkey v. Compuvac Systems, Inc.*, 857 So.2d 966, 968 (Fla. 2d DCA 2003)(issues not so inextricably intertwined so that fees could not be allocated as such reversed and remanded for new fee hearing). "In the event a party is entitled to an award of fees for only some of the claims involved in the litigation, the trial court must evaluate the relationship between the claims and where the claims involve a common core of facts and are based on related legal theories, a full fee may be awarded unless it can be shown that the attorneys spent a separate and distinct amount of time on counts as to which no attorney's fees were sought." *Chodorow v. Moore*, 947 So.2d 577, 579 (Fla. 4th DCA 2007); *see also Anglia Jacs & Company, Inc. v. Dubin*, 830 So.2d 169, 172 (Fla. 4th DCA 2002).

Claims are inextricably intertwined when a "determination of the issues in one action would necessarily be dispositive of the issues raised in the other." *Anglia Jacs*, 830 So.2d at 172 (citing *Cuervo v. W. Lake Village II Condo. Ass'n, Inc.*, 709 So.2d 598, 599-600 (Fla. 3d DCA 1998). Claims are separate and distinct for purposes of an award of attorney's fees when they could support an independent action and are not simply alternative theories of liability for the same wrong. *Rosen Building Supplies, Inc. v. Krupa*, 927 So.2d 899, 900 (Fla. 4th DCA 2005); *see also Avatar Dev. Corp v. DePani Constr., Inc.*, 883 So.2d 344, 346 (Fla. 4th DCA 2004) (citing *Folta v. Bolton*, 493 So.2d 440, 442 (Fla. 1986), *Froman v. Kirland* (746 So.2d 1120, 1122 (Fla. 4th DCA 1999) (One firm represented three defendants and only prevailed as to one, as such firm only entitled to fees attributable solely to prevailing defendant). If the party cannot meet his burden for any reason, including inadequate timesheets or record keeping, he cannot be awarded attorney's fees. *Ocean Club Community Association, Inc. v. Curtis*, 935 So.2d 513, 517 (Fla. Dist. Ct. App. 3rd Dist. 2006).