IN THE DISTRICT COURT OF APPEAL OF FLORIDA
THIRD DISTRICT

Case No. 3D22-0984
L.T. Case No. 2019-037110 CA 01

GABRIELA AREVALO, individually,

Appellant,

v.

MENADA, INC.,
a Florida corporation d/b/a SEACOAST SUITES,

Appellee.

APPELLANT'S REPLY BRIEF

APPEAL OF A FINAL ORDER FROM THE ELEVENTH JUDICIAL CIRCUIT

Scott M. Sandler
Florida Bar No. 508659
Logan W. Sandler
Florida Bar No. 1038774
SCOTT M. SANDLER, P.A.
1450 Madruga Avenue
Suite 311
Coral Gables, Florida 33146
305-858-1622
scott@sandlerpa.com
logan@sandlerpa.com

Christina H. Martinez
Florida Bar No. 102943
PODHURST ORSECK, P.A.
One S.E. 3rd Avenue, Suite 2300
Miami, Florida 33131
305-358-2800
cmartinez@podhurst.com

Counsel for Appellant

TABLE OF CONTENTS

Podhurst Orseck, P.A.
One S.E. 3rd Avenue, Suite 2300, Miami, FL 33131 • Miami 305.358.2800 Fax 305.358.2382 • Fort Lauderdale 954.463.4346 | www.podhurst.com

TABLE OF AUTHORITIES

CASES

STATUTES

Menada's response fails to meaningfully grapple with—and often sidesteps entirely—Arevalo's compelling justifications for reversal of the trial court's wrong-headed summary-judgment order.[1] The better read of the record and the law bears out that: (I) *procedurally*, Arevalo properly pled her wrongful-eviction claim in the circuit court, and, *substantively*, her wrongful-eviction claim states a valid claim for affirmative relief, and (II) Arevalo's IIED claim was likewise proper and should have been allowed to proceed.

I. THE CIRCUIT COURT ERRED IN ENTERING SUMMARY JUDGMENT ON AREVALO'S WRONGFUL-EVICTION CLAIM

A. The Circuit Court Erred in Demanding Arevalo Plead Her Wrongful-Eviction Claim in Menada's County-Court Action on These Procedural Facts

A few weeks after Arevalo vacated her unit at Seacoast Suites, Menada served her with an eviction complaint. For over a year, Menada did not prosecute the matter, or respond or object to Arevalo's motion to dismiss, which remained pending when Arevalo filed her circuit-court claim for wrongful eviction. Then, Menada

[1] Defined terms match those used in the Initial Brief.

Podhurst Orseck, P.A.
One S.E. 3rd Avenue, Suite 2300, Miami, FL 33131 • Miami 305.358.2800 Fax 305.358.2382 • Fort Lauderdale 954.463.4346 | www.podhurst.com

agreed to consolidate and transfer its county-court case to the circuit court and, for the next several months, it participated in discovery (begrudgingly) and motion practice in the consolidated matter.

Under these circumstances, the circuit court erred in validating Menada's long-since-abandoned, eleventh-hour argument, and in holding Arevalo's wrongful-eviction claim should have been raised in the county action.

1. Arevalo's wrongful-eviction claim is a valid, standalone cause of action under the Florida Residential Landlord and Tenant Act

Arevalo's Count VI stated a claim for "wrongful eviction" (R.70 (App.27)) based on both Menada's generally wrongful acts in attempting to evict Arevalo and its retaliatory conduct after Arevalo hired an attorney and sought to investigate the fire that killed her son. The statutory text establishes Arevalo's right to bring such an action. And Menada has failed to cite any case law backing its argument that a claim for wrongful eviction, partly based on retaliatory conduct, may *not* be brought as a standalone claim

under the Florida Residential Landlord and Tenant Act.

Menada's entire denial of Arevalo's argument on appeal rests on its willful misinterpretation and overly narrow characterization of her claim as one solely for retaliatory eviction. Answer Brief ("AB.") 21. The claim's title of "wrongful eviction" in the complaint is separately borne out by multiple other references in the complaint. *E.g.*, R.70-71 (App.27-28) ¶ 87, (referencing "relevant provisions of the … Act, *including* Florida Statutes §§ 83.64 [addressing 'retaliatory conduct'] and 83.67 [addressing 'prohibited practices']" (emphasis added)); AB.21 (noting Count VI "alleges that the [Act] imposes an obligation of good faith …." (citing complaint)). Following the circuit court's lead, however, Menada often conveniently fails to acknowledge the complaint's more capacious discussion of the claim, or Arevalo's discussion of the contours of the claim on appeal (Initial Brief ("IB.") 53-57). *See, e.g.*, AB.22 (noting Count VI "specifically cites [s]ection 83.64" but omitting the complaint's reference to section 83.67).

It is only upon donning these blinders—ignoring the non-

Podhurst Orseck, P.A.
One S.E. 3rd Avenue, Suite 2300, Miami, FL 33131 • Miami 305.358.2800 Fax 305.358.2382 • Fort Lauderdale 954.463.4346 | www.podhurst.com

retaliatory aspect of Arevalo's claim—that Menada can even make its purportedly text-based argument that the Landlord and Tenant Act does not provide for affirmative retaliatory-eviction claims. But that interpretation of the statute requires converting the Act's permissive language mandatory, and concluding that because a retaliatory eviction "may" be a defense, it *must* be a defense only. Ordinary rules of statutory construction do not condone this reading.[2]

Nor does basic common sense: Menada's reading limits tenants' ability to proactively seek redress by effectively enabling landlords to retaliate without consequence, as long as they avoid formal eviction proceedings, and absurdly requires that tenants wait for an eviction complaint to be filed before they can challenge landlord misconduct.[3] Moreover, the fact that the statute refers to

---

[2] Notably, Menada does not (and cannot), argue that the Act does not allow for affirmative claims of wrongful eviction more generally.

[3] Indeed, Arevalo did not uncover or process the full context of the conduct supporting the *retaliatory* basis for her wrongful-eviction claim (e.g., Menada's decades of fire code violations) until well past the summary-procedure period.

retaliatory conduct as a defense or that Florida courts have previously "interpreted the retaliation in section 83.64 as a defense" (AB.23) underscores the legislature's recognition of the wrongfulness of this conduct, and the logically ensuing ability to challenge such conduct through an affirmative wrongful-eviction claim. Further, the statute does not speak to whether retaliatory conduct may *also* be the basis for an affirmative cause of action.

Menada's separate attempt to suggest that a "private cause of action [for wrongful and/or retaliatory eviction] may not be implied" (AB.24) is beside the point. Section 83.55 very plainly provides a "Right of action for damages," empowering an "aggrieved party [to] recover the damages caused by the noncompliance" with a rental agreement or the Act. § 83.55, Fla. Stat. Section 83.54 in turn provides that "[a]ny right or duty declared in this part is enforceable by civil action." A plain reading of sections 83.55, 83.67, and Part II of the Act as a whole make clear that there is no need to "imply" (AB.24) anything from the text. There is also no basis in the statutory text or Florida case law to conclude section 83.55 cannot

apply to actions regarding retaliatory conduct described in section 83.64.

Menada resists the thrust of these provisions, failing to engage with section 83.55 at all in its answer and stating that section 83.54 is "inapposite" and "does not create any affirmative right of action in and of itself." AB.26. It is hard to understand what clearer indication than these two provisions the legislature could provide of its intent to create a cause of action like the one Arevalo brings here. Where no judgment of eviction had issued in Menada's county case (IB.42-44), Arevalo could plainly bring her circuit-court claim for wrongful eviction based in part on retaliatory conduct.

2. Arevalo's wrongful-eviction claim was timely

Section 83.55, which provides a right of action for damages under the Landlord and Tenant Act, does not specify that the summary proceeding applies to it, as 51.011 requires.[4] As such,

[4] *See* § 51.011, Fla. Stat. ("The procedure in this section applies *only to those actions specified by statute or rule*.") (emphasis added); *compare* § 83.21, Fla. Stat. (a landlord "applying for the removal of any tenant … is entitled to the summary procedure ….")*; with*

that procedure did *not* apply to Menada's damages claim or to Arevalo's standalone claim for wrongful eviction when construed as a counterclaim. The ordinary rules of civil procedure did. And, applying those, Arevalo's motion to dismiss in the county court—filed 20 days from service of Menada's eviction complaint—properly tolled the amount of time (which has still not elapsed) to file any responsive pleading or counterclaim.

Even if the summary procedure applied, Menada waived its ability to demand compliance. For starters, the timing of Arevalo's county-court motion adhered to the instructions reflected *in the very summons for the eviction complaint that Menada served on her*, which advised:

> "**IMPORTANT**[.] A lawsuit has been filed against you. *You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court* …."

Supplemental Appendix (SA) 4 (italics added).

Consistent with that instruction, Menada never objected to the

---

§ 83.55, Fla. Stat. (not mentioning section 51.011 with respect to damages actions by a landlord or tenant).

Podhurst Orseck, P.A.
One S.E. 3rd Avenue, Suite 2300, Miami, FL 33131 • Miami 305.358.2800 Fax 305.358.2382 • Fort Lauderdale 954.463.4346 | www.podhurst.com

timing of Arevalo's motion. In fact, it took almost no action in the county court case for the next year—requesting an extension of time but then failing to respond to the motion. It did not raise Arevalo's supposed failure to comply with section 51.011 until over two years later at the *second* summary-judgment hearing. R.2478:9-2479:22 (App.454-55); R.2601 (App.540) (objecting to belated argument). Taken together, these acts reflect Menada's abandonment of any intent to avail itself of the summary procedure or of its ability to argue Arevalo's motion and wrongful-eviction claim were untimely. The circuit court erred in crediting an eleventh-hour argument that Menada had long since waived. *See Portales v. Another Beautiful Corp.*, 121 So. 3d 562, 562 (Fla. 3rd DCA 2012) ("By the appellant's failure to timely object to the procedure she now contends to be irregular, she is deemed to have waived the objection by acquiescence.")

Apart from disregarding this pertinent background and Menada's waiver, the circuit court's erroneous conclusion that the claim was untimely stemmed in part from its mistaken perception

that section 51.011 applies to claims for damages, as well as its disregard of the significance of the consolidation (discussed below). Menada's argument that section 51.011(1) does not allow motion practice (AB.28) separately misses that the provision explicitly contemplates that "defensive motions" may be filed. § 51.011(1), Fla. Stat. The Supreme Court spoke broadly about section 51.011 when it noted that "other motions [beyond the referenced motions to quash] are apparently permitted under section 51.011, even if it did so in the context of an ejectment action. *Pro-Art Dental Lab, Inc. v. V-Strategic Grp., LLC*, 986 So. 2d 1244, 1257 (Fla. 2008).

Menada's insistence that motions are not permitted under section 51.011 also fails to contend with contrary case law, including from this Court, that allows such motion practice. IB.40 (citing *Camena Inv. & Prop. Mgmt. Corp. v. Cross*, 791 So. 2d 595, 596–97 (Fla. 3d DCA 2001)). *Camena* rejected a landlord's argument that its prior judgment for eviction constituted res judicata and barred the tenant's counterclaim for damages in the landlord's subsequent lawsuit for rents due. *Id.* at 596. Although

the landlord there, unlike Menada, bifurcated its possessory and monetary damages claims, *id.*, the same takeaway holds true here: "there is no obligation to [assert all equitable defenses] in the summary procedure action," *id.* at 597. Nothing in *Camena* suggests this principle would not apply with a combined eviction and damages complaint. Menada's discussion omits any mention of *Camena* or Arevalo's other cited cases. IB.40-41. Her authorities validate the existence of a separate pathway for motions, like a motion to dismiss, to be filed and considered outside of the summary procedure.

Setting aside this case law, applying the summary procedure to any and all landlord-tenant claims as Menada suggests also does not make any practical sense. As the Florida Supreme Court has noted, the summary procedure is needed for restoring possession to prevent criminal disorder and breaches of the peace, which would likely ensue if no summary legal remedy existed …." *Fla. Athletic & Health Club v. Royce*, 33 So. 2d 222, 224 (Fla. 1948). This especial need for urgency is not present in actions for

damages. And, it would be unfair to require litigants responding to multi-count complaints for possession and damages to assert every possible defense and counterclaim within the abbreviated five-day period section 51.011contemplates.

The trial court's mistaken application of the summary procedure caused the court to discount Arevalo's motion to dismiss and conclude that Arevalo's wrongful eviction claim—deemed a compulsory counterclaim to Menada's eviction claim—was untimely.

Menada's defense of the notion that motions are prohibited under section 51.011 relies almost exclusively on *Crocker v. Diland Corporation*, 593 So. 2d 1096 (Fla. 5th DCA 1992). *See* AB.27-28, 31, 33. But *Crocker* sidestepped the text of section 51.011 by holding the summary procedure applies to a counter-defendant's entire motion to dismiss eight counts of counter-plaintiff Crocker's complaint, which included claims for both possession and damages. 593 So. 2d at 1097. The Fifth District did so without engaging with the question of whether the summary procedure applies to each of

the challenged counts, seemingly concluding that, because the procedure applied to one count (for unlawful/forcible entry), it applied to all. *Id.* at 1098. But that result contravenes section 51.011's text. *See Amiri v. McGreal*, 323 So. 3d 242, 245 (Fla. 2d DCA 2021) (noting section 51.011's summary eviction proceeding is available in removal actions but not damages actions).

Because Menada abandoned the ability to invoke the summary procedure and, as a legal matter, Arevalo's motion to dismiss was permissible, Arevalo's wrongful-eviction claim was timely.

3. The circuit court erred in overlooking the significance of the agreed consolidation

Menada has no real response to Arevalo's argument that, after the agreed consolidation with and transfer of Menada's county eviction case to the circuit court, and by virtue of Menada's repeated failure to raise an objection to Arevalo's assertion of the affirmative wrongful-eviction claim, the claim functionally operated as a counterclaim. These procedural facts render irrelevant Menada's latest, incorrect thinking at the trial level—adopted by the circuit court (R.3244-45 (App.528-29)—that Arevalo's claim should

have been raised as a compulsory counterclaim in the county-court action—after Menada initially pressed a diametrically opposed argument that her claim was *barred*, *see* IB.21-22.

To begin, Arevalo is not making the strawman argument that Menada attacks—that courts should always "implicitly treat[] claims as compulsory counterclaims after cases are consolidated." AB.34. Instead, she argues that, in *this* case, the court erred in ignoring relevant procedural history—based on Menada's own conduct leading up to and after the *agreed* consolidation—to enter summary judgment on Arevalo's wrongful-death claim.

Arevalo cites *Orix Capital Markets, LLC v. Park Ave. Assocs., Ltd.*, 881 So. 2d 646, 650-51 (Fla. 1st DCA 2004), and *Landry v. Hornstein*, 462 So. 2d 844 (Fla. 3d DCA 1985), precisely to show such considerations are permissible and not for the broad proposition that Menada attributes to her. AB.34. Indeed, although Menada attempts to distinguish *Orix* by arguing that the record here is "devoid of evidence" of any agreement by which Arevalo could assert her wrongful-eviction claim (AB.34), Menada's

same trial counsel from the summary-judgment briefing explicitly acknowledged the transfer and consolidation order was entered "*apparently upon agreement by the Parties*." R.102 (App.50) ¶ 8 (emphasis added); IB.34.[5] That agreement, and Menada's subsequent participation in discovery, effectively communicated that Arevalo's claim, even if "a compulsory counterclaim[,] could still be pursued." AB.34; *see also* IB.35. Menada does not meaningfully address any of these facts. And for good reason, as they showcase its abandonment, through inconsistent litigation conduct, of its later argument that Arevalo's claim was barred and should have been raised in county court.

Menada's cited cases also do not neuter the significance of the consolidation in this case. *See* AB.33 (quoting *Santiago v. Mauna Loa Invs., LLC*, 189 So. 3d 752, 757 (Fla. 2016) (in turn quoting *Shores Supply Co. v. Aetna Cas. & Sur. Co.*, 524 So. 2d 722, 725

[5] Even though Menada's counsel in the two cases were different (AB.8), its prior counsel's actions were binding. *McArthur v. State*, 303 So. 2d 359, 360 (Fla. 3rd DCA 1974). And, the circuit-court counsel effectively ratified the consolidation with these statements.

(Fla. 3d DCA 1988)); *Urribari v. 52 SW 5th Ct. WHSE, LLC*, 266 So. 3d 1257, 1261 (Fla. 4th DCA 2019)). All of them notably deal with situations in which one party attempts to wield the fact of consolidation over the opposing party as a sword to secure a boon for itself. In *Santiago* and *Urribari* the parties pointing to consolidation sought pleading-stage dismissals of one complaint by calling for the consideration of documents attached to the complaint in the other case, *see Santiago*, 189 So. 3d at 754-55; *Urribari*, 266 So. 3d at 1260-61; in *Shores Supply*, the party pointing to the consolidation sought an offset of adverse prevailing-party fees in one case based on its more favorable results in the other case, 524 So. 2d at 724-25.

Unlike the proponents of the consolidation arguments in these cases, Arevalo points to the parties' consolidation *here* as pertinent procedural background supporting her estoppel-type argument that Menada may not belatedly complain that her claim was a compulsory counterclaim after acting inconsistently with that position earlier in the litigation. IB.34-35 & n.3. The circuit court

was wrong to ignore that procedural history and embrace Menada's late-stage argument in granting summary judgment.

B. The Circuit Court Separately Erred in Determining that Arevalo Had Failed to State a *Substantive* Claim for Wrongful Eviction

Menada largely fails to address Arevalo's argument that the circuit court *substantively* misread her wrongful-eviction claim—both by disregarding pertinent allegations and evidence of Menada's *retaliatory* conduct that supported the claim and by narrowly construing it as a claim based *only* on that conduct and not its other wrongful acts.

Menada implicitly concedes that the retaliatory basis for Arevalo's claim consisted of more than just "the fire," as the circuit court too-strictly concluded. R.3246 (App.530), ¶ 37. Specifically, even as it harps about the "fire" not being protected activity, Menada elsewhere recognizes that Arevalo is *really* suing "based on Menada's alleged refusal to accept her rent payment, seeking to evict her in retaliation for the fire, and bringing eviction proceedings against her." AB.21.

Menada does not attempt to counter Arevalo's textual explanations for why, construing Arevalo's allegations in the light most favorable to her as nonmovant, her efforts to access her unit and her decision to retain counsel to investigate the cause of the fire and generally represent her vis-à-vis Menada fit squarely within the bases for retaliatory conduct under the Landlord and Tenant Act. *See* IB.51-53. Its conclusory statement that "retention of an attorney and the attorney sending a letter demanding [entry to her unit] is insufficient" (AB.36) is wholly unpersuasive in light of Arevalo's strong textual arguments that Menada's conduct provides adequate grounds for her claim. *See* IB.50-53.

Unable or unwilling to grapple with Arevalo's textual, legal arguments for why Menada's conduct is actionable, Menada attempts to undercut the supporting facts for Arevalo's claim—*e.g.*, denying that Arevalo was ever barred access to the unit. But that too fails: Menada cites no part of the record for its contention that it is "undisputed" Arevalo was able to access her unit. AB.36. To the contrary, Arevalo's sworn affidavit and deposition testimony

indicate she was denied access. R.1968-69 (App.280-81), ¶¶ 13, 15-16; R.3417:5-3418:1 (App.1613-14) (testifying that after an initial post-fire visit to her unit she was told she was not allowed to go into the unit).

With respect to the circuit court's second, substantive error in determining Arevalo failed to state a claim—narrowly construing her claim as one for solely retaliatory eviction—Menada again seems to implicitly recognize that other acts beyond those just discussed in relation to its retaliatory conduct were implicated by Arevalo's claim. Menada recognizes, for example, that the wrongful eviction claim is based in part on "Menada's alleged refusal to accept her rent payment"—an act that has nothing to do with retaliation. AB.21. Menada otherwise fails to address Arevalo's discussion of how its conduct ran afoul of various provisions of the Landlord and Tenant Act *beyond* those related to retaliatory conduct, including those related to proper notice to terminate tenancies and to act in good faith performing its duties under the Act. IB.54-57.

The circuit court's overly narrow construction of Arevalo's

claim should be corrected on appeal.

II. MENADA'S CONDUCT WAS SUFFICIENTLY OUTRAGEOUS TO SUPPORT AN IIED CLAIM AS A MATTER OF LAW AND WAS NOT PRIVILEGED

Viewing the sum of the allegations and evidence, Arevalo demonstrated that Menada (1) intentionally or recklessly (2) committed outrageous conduct, (3) which caused Arevalo emotional distress (4) that was severe in degree.

In the days and weeks after her son's tragic death, it was outrageous for Menada to harass Arevalo with legally deficient notices for possession, deny her access to the unit where she had lived with her son, and serve her with an eviction action while she was retrieving her deceased son's belongings from their old unit. This outrageousness was compounded by the fact that Menada had previously denied Arevalo's attempt to pay rent and that she had already vacated the premises. It was equally outrageous for Menada to perpetrate these acts in response to Arevalo's efforts to obtain information about and investigate the cause of her son's death, including by retaining an attorney. And, because Menada's

actions were not legal or conducted in a legally permissible way, it cannot escape that "outrageous" branding. These were no mere procedural foot faults, but repeated, deliberate acts of harassment that, as a whole, used Arevalo's emotional distress to stymy her investigation and get her to vacate. The circuit court erred in holding otherwise.

Menada's answer ignores the facts and law adduced by Arevalo regarding the relevance of her vulnerable emotional state and of the power imbalance between the parties, which the circuit court also failed to consider. Menada does not discuss the latter feature of the case at all. And, with regard to Arevalo's heightened susceptibility to emotional distress after her son's death, Menada simplistically portrays the events leading up to its notices of eviction (as did the circuit court), ignoring the timing of Arevalo's son's death and its impact on Arevalo's mental state. A court must objectively evaluate the evidence of a victim's mental state to determine whether the elements of an IIED claim, including the emotional-distress element, have been satisfied, *Liberty Mut. Ins.*

Co. v. Steadman, 968 So. 2d 592, 595 (Fla. 2d DCA 2007), even if a victim's subjective response to the actor's conduct is not *dispositive* of an IIED claim (AB.50). Moreover, the evidence of an IIED plaintiff's mental distress can come in the form of affidavit or deposition testimony, as it does here, and need not be demonstrated with any evidence of medical treatment. *See Kim v. Jung Hyun Chang*, 249 So. 3d 1300, 1306 (Fla. 2d DCA 2018) (indicating Florida law "permits recovery for purely emotional injury without necessity of physical impact or manifestation," including in the form of medical treatment). Menada cannot demand more.

Nor can it argue, to defend the summary judgment, that it did not know of Arevalo's susceptible emotional state. It is uncontroverted that Menada was aware of Arevalo's son's death during a fire in its own building, so it is reasonable (if not obvious) to infer that Menada would have been similarly aware that Arevalo, who lived with and cared for her deceased son, would still be emotionally vulnerable just weeks after his death. *Thomas v. Hosp. Bd. of Dirs. of Lee Cnty.*, 41 So. 3d 246, 256 (Fla. 2d DCA 2010)

(observing "where a person's loved one has died, it would be apparent to anyone that the person would be susceptible to emotional distress"). Menada's note that Arevalo did not cite specific evidence of its knowledge of Arevalo's susceptible state should be disregarded at the summary judgment stage, given the Court "must view the record and reasonable inferences therefrom in a light most favorable to the nonmoving party." *Bejarano v. City of Coral Gables*, 300 So. 3d 712, 713 (Fla. 3rd DCA 2019). Even if the Court were to conclude that "differing inferences could reasonably be derived" from these facts, "the question of outrageousness is [then] for the jury to decide." *Williams v. City of Minneola*, 575 So. 2d 683, 692 (Fla. 5th DCA 1991).

Apart from the above faulty reasoning, Menada also repeatedly touts the principle that a defendant cannot be made liable for an IIED claim where it pursues its legal rights in a legally permissible way. First, Menada fails to contest Arevalo's arguments that the notices were deficient under both the Landlord Tenant Act and Miami Beach Code (IB.66-70, 68 n.9). Instead, it dismissively

suggests any deficiency would not support Arevalo's IIED claim anyway. AB.46. Menada's cited authorities, however, do not support its proposition that issuing an *illegal* notice constitutes the pursuit of a legal right in a *legal* way.

More egregiously, however, Menada does not grapple with the underlying, flawed presumption of its argument—that it had a legal right to retaliate against Arevalo after she attempted to access her apartment and retained counsel. The facts that undergird Arevalo's wrongful/retaliatory eviction claim equally provide a basis for rejecting Menada's defense and the circuit court's logic that Menada was merely pursuing a legal right.

CONCLUSION

For the foregoing reasons, Arevalo respectfully requests that the Court reverse the decision below.

Respectfully submitted,

/s/ Christina H. Martinez

Christina H. Martinez
Florida Bar No. 1029432
PODHURST ORSECK, P.A.
One S.E. 3rd Avenue, Suite 2300
Miami, Florida 33130

Scott M. Sandler
Florida Bar No.508659
Logan W. Sandler
Florida Bar No. 1038774
SCOTT M. SANDLER, P.A.

1450 Madruga Avenue
Suite 311
Coral Gables, Florida 33134
Tel.: 305-858-1622
ssandler@scottmsandlerlaw.com
logan@sandlerpa.com

Tel.: (305) 358-2800
cmartinez@podhurst.com

Counsel for Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Florida Courts E-Filing Portal and/or electronic mail this 8th day of August, 2024.

/s/ Christina H. Martinez
Christina H. Martinez

SERVICE LIST

Aaron L. Graubert
Caroline Sand
Todd Ehrenreich
Jeffrey R. Geldens
LEWIS BRISBOIS BISGAARD & SMITH LLP
Counsel for Appellees
2 Alhambra Plaza, Suite 1110
Coral Gables, FL 33134-5246
Aaron.Graubert@lewisbrisbois.com
Caroline.Sand@lewisbrisbois.com
Todd.Ehrenreich@lewisbrisbois.com
Jeffrey.Geldens@lewisbrisbois.com

CERTIFICATE OF COMPLIANCE

The undersigned counsel hereby certifies that this brief complies with the applicable font and word count (4,000) requirements of Florida Rules of Appellate Procedure 9.045(b) and 9.210(a)(2)(B).

/s/ Christina H. Martinez
Christina H. Martinez

Podhurst Orseck, P.A.
One S.E. 3rd Avenue, Suite 2300, Miami, FL 33131 • Miami 305.358.2800 Fax 305.358.2382 • Fort Lauderdale 954.463.4346 | www.podhurst.com