

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA**

**TOWANA FORD-WILLIAMS,**

**CASE NO.: 2022-001588-CA-01**

Appellant,

v.

**XINGU PROPERTIES, LLC,**

Appellee.

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**NOTICE OF APPEAL**

**NOTICE IS HEREBY GIVEN** that the Appellant, Towana Ford-Williams, appeals to the Third District Court of Appeal of Florida the Amended Final Judgment entered on November 19, 2024, by the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

The nature of the order appealed is as follows:

1. Amended Final Judgment awarding attorney's fees, costs, and damages.
2. Attachment: Amended Final Judgment entered by the Circuit Court of the Eleventh Judicial Circuit District in Miami-Dade County, dated November 19, 2024, hereto in compliance with Florida Rule of Appellate Procedure 9.110(d).

Dated: December 4, 2024

Respectfully submitted,

Tawana Ford-Williams

Tawana Ford-Williams

Pro Se Appellant

4000 Cathedral Ave NE

Washington, DC 20016

(202) 929-8555

Twilliams@sterlinglegalgroup.com

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

12-5 AD 20 24  
JUAN FERNANDEZ-BARQUIN, Clerk of the Court and Comptroller, Miami-Dade County

Deputy Clerk



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**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA**

**TOWANA FORD-WILLIAMS,**

**CASE NO.: 2022-001588-CA-01**

Appellant,

v.

**XINGU PROPERTIES, LLC,**

Appellee.

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Notice of Appeal has been furnished by email and certified mail on this 4th day of December, 2024, to the following:

**Attorney for Xingu Properties, LLC**

**Jennifer Santos Roldan**

**EPGD Attorneys at Law**

**777 SW 37th Avenue, Suite 510**

**Miami, FL 33135**

**Email: [jennifer@epgdlaw.com](mailto:jennifer@epgdlaw.com)**

**Clerk of Court**

**Miami-Dade County Courthouse**

**73 W. Flagler Street**

**Miami, Florida 33130**

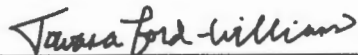
**Third District Court of Appeal**

**2001 SW 117th Ave**

**Miami, Florida 33175**

**Dated: December 4, 2024**

Respectfully submitted,

  
\_\_\_\_\_

Towana Ford-Williams

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**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2022-001588-CA-01

SECTION: CA32

JUDGE: Ariana Fajardo Orshan

**TOWANA FORD-WILLIAMS**

Plaintiff(s)

vs.

**XINGU PROPERTIES LLC**

Defendant(s)

**AMENDED FINAL JUDGMENT**

**THIS CAUSE** came before the Court in a Non-Jury Trial held on January 9, 2024. The Court, having heard oral arguments of counsel, considered all evidence presented, and the applicable Florida laws, rules, and statutes, and otherwise being advised in the premises, it is hereby,

ORDERED AND ADJUDGED as follows:

*I. FINDINGS OF FACTS*

1. On April 21, 2021, Towana Ford-Williams, the tenant (“Counter-Defendant”), and Xingu Properties, LLC, the landlord (“Counter-Plaintiff”), entered into a nine-month residential lease agreement (“Lease Agreement”) for the property located at 851 NE 1st Ave., Unit 3511, Miami, FL 33132 (“Property”).
2. The nine-month lease was set to terminate on January 30, 2022, and, pursuant to the Lease Agreement, the Counter-Defendant was obligated to pay a monthly rent of \$12,990.00 due on the first day of each month for the entirety of the term of the lease.
3. The evidence presented indicates that the Counter-Defendant failed to make rental payments

for the months of November and December 2021, and January 2022, totaling \$38,970.00. This led to the Counter-Plaintiff filing a Counterclaim against the Counter-Defendant for breach of the Lease Agreement, seeking the payment of **\$38,970.00** along with the recovery of its reasonable attorneys' fees and costs incurred.

4. At trial, the Counter-Defendant testified that, upon moving into the Property, she encountered issues with construction-related noises both within and outside the Paramount Miami World Center Condominium ("Paramount"), asserting that these noises impeded her ability to work from home and that the Counter-Plaintiff misrepresented the quietness of the Property.
5. The Counter-Defendant also testified that she discovered that the Paramount permitted short-term vacation rentals, claiming that the Counter-Plaintiff misrepresented the availability of such rentals within the Paramount.
6. In Counter-Defendant's testimony, she also expressed dissatisfaction with the furnishings in the Property, asserting that the Counter-Plaintiff misrepresented the luxurious nature of the Property's furnishings.
7. The Counter-Defendant further testified that she experienced low water pressure in three of the bathrooms, a short supply of hot water in the Property, and issues with the building elevators and the Property's locks, sliding doors, microwave, and dishwasher.
8. Despite the litany of issues raised by Counter-Defendant, this Court finds that none of the aforementioned issues could "be attributed to the landlord [Counter-Plaintiff] except for the microwave."
9. The evidence presented indicates that on August 26, 2021, the Counter-Defendant notified the Counter-Plaintiff's agent about issues with the Property's Bosch microwave for the first time. Immediately after being informed that the Property's microwave had stopped working, the Counter-Plaintiff's agent promptly took action to address the problem. This included

contacting a Bosch technician to arrange an inspection of the microwave, considering the possibility that it was still likely under warranty.

10. The evidence further revealed that the Bosch technician did not have immediate availability for inspection, but that immediately after the Counter-Plaintiff's agent learned from the technician that the microwave could not be repaired but required replacement, on September 29, 2021, the Counter-Plaintiff promptly ordered a new Bosch microwave from Best Buy at a cost of \$1,249.99.
11. The evidence showed that, due to supply chain disruptions and transportation delays, the ordered microwave was on back order. The original schedule for the microwave's delivery and installation on November 18, 2021, was subsequently rescheduled to January 26, 2022.
12. The evidence also showed that the Counter-Defendant bought herself a countertop microwave for \$150.00 immediately after the Property's Bosch built-in microwave had stopped working.

## II. LEGAL ANALYSIS

A breach of contract action requires the establishment of the following elements: (1) the existence of a valid contract; (2) a material breach of the contract; and (3) damages resulting from the breach. *See Deauville Hotel Mgmt., LLC v. Ward*, 219 So. 3d 949, 953 (Fla. 3d DCA 2017). "To constitute a vital or material breach, a defendant's nonperformance of a contract must be such as to go to the essence of the contract; it must be the type of breach that would discharge the injured party from further contractual duty." *Atlanta Jet v. Liberty Aircraft Services, LLC*, 866 So. 2d 148, 150 (Fla. 4th DCA 2004). In the landlord-tenant context, the amount of rental is an essential element of a lease, if not the basis for a lease, such that failure to tender rental payments amounts to a material breach of the lease. *See e.g., Jahangiri v. 1830 N. Bayshore, LLC*, 253 So. 3d 699, 701, 705 (Fla. 3d DCA 2018).

The Court finds that the Counter-Defendant executed the Lease Agreement for a nine-month lease term of the Property. Despite Counter-Plaintiff having complied with the terms of the Lease Agreement, Counter-Defendant refused to make rental payments for the months of November and December 2021, and January 2022. The Court finds that Counter-Defendant's breach of her payment obligations under the Lease Agreement amounts to a material breach as it goes to the essence of the Lease Agreement where the main purpose is to lease the subject property in exchange for rental payment. *See Jahangiri*, 253 So. 3d at 705. Due to Counter-Defendant's breach, the Counter-Plaintiff sustained damages. *See Ward*, 219 So. 3d at 953.

The Court finds that the Counter-Plaintiff has proven by a preponderance of the evidence that the Counter-Defendant breached the Lease Agreement, and as a result, Counter-Plaintiff has suffered damages for three months of unpaid rent in the total amount of \$38,970.00. The Court acknowledges that the Counter-Plaintiff has in its possession two months' worth of Counter-Defendant's security deposit in the amount of \$25,980.00. The Court finds that the Counter-Plaintiff is legally entitled to retain and use the amount of \$25,980.00 to partially satisfy the amount owed by Counter-Defendant as a set off. The Court finds that the remaining outstanding amount of \$12,990.00, owed by Counter-Defendant to Counter-Plaintiff, shall be set-off by the amount of \$1,399.99, corresponding to the price of the Bosch microwave purchased by the Counter-Plaintiff, which, due to backorder and delayed delivery, did not reach the Property on time and the replacement microwave purchase by Counter-Defendant. In addition, the \$12,990.00 shall be further set-off by the \$150.00 the Counter-Defendant spent to buy a countertop microwave to have a working microwave in the unit pending the arrival of the new Bosch microwave.

Furthermore, this Court entered its Final Order on Counter-Plaintiff's Attorneys' Fees and Costs on October 21, 2024 ordering Counter-Defendant to pay Counter-Plaintiff \$89,843.75 for attorneys' fees, \$1,819.55 for costs, and \$9,500.00 for expert witness fees.

### *III. CONCLUSION*

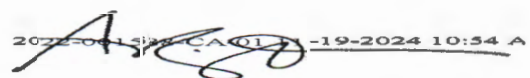
WHEREFORE, the Court orders, that in addition to retaining the **\$25,980.00** security deposit, Counter-Plaintiff, is entitled to recover the amount of **\$11,440.01** for damages; **\$5,232.02** in pre-judgment interest on the unpaid rents; **\$89,843.75** for attorneys' fees; **\$1,819.15** for costs; and **\$9,500.00** for expert witness fees from Counter-Defendant.

THUS, the Court orders that Counter-Plaintiff, XINGU PROPERTIES, LLC, whose principal address is 848 Brickell Avenue Ste 203 Miami, FL 33131, is entitled to recover the unsatisfied balance of the monetary judgment to date, totaling **\$117,834.93**, that shall bear interest at a rate of 9.50% per year from the date of this Final Judgment and adjusted annually pursuant to Fla. Stat. Section 55.03(3) until the Final Judgment is fully satisfied, from Counter-Defendant, TOWANA FORD-WILLIAMS, whose address is 34 Plantation Dr NE, Atlanta, GA 30324, FOR WHICH LET EXECUTION NOW ISSUE.

Counter-Defendant must complete the Florida Rules of Civil Procedure Form 1.977(b) (Fact Information Sheet), including all required attachments, and return it to the Counter-Plaintiff's attorney, EPGD Attorneys at Law, located at 777 SW 37 Avenue, Suite 510, Miami, Florida 33135, within forty-five (45)-days from the date of this Judgment, unless the Judgment is satisfied, or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel Counter-Defendant to complete Form 1.977 and return it to the Counter-Plaintiff's attorney.

**DONE and ORDERED** in Chambers at Miami-Dade County, Florida on this 19th day of November, 2024.

 2022-001588-CA-01 11-19-2024 10:54 A

2022-001588-CA-01 11-19-2024 10:54 AM

Hon. Ariana Fajardo Orshan

**CIRCUIT COURT JUDGE**

Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

**Electronically Served:**

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**Physically Served:**