

FLORIDA THIRD DISTRICT COURT OF APPEAL

American Eagle Towing, Inc. v. Inter Freight, Inc.

269 So. 3d 662 (Fla. 3d DCA 2026) · No. 3D25-1448 · Decided June 17, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed a final summary judgment invalidating towing and storage liens asserted by American Eagle Towing, Inc. and All in 1 Used Truck Parts & Tires Repair, Inc. against Inter Freight, Inc.’s vehicle. The court held that the appellants failed to strictly comply with the five-business-day notice requirement of section 713.78(4)(c), precluding storage charges and perfection of the statutory lien.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	SCALES, C.J.; LOBREE, J.; GOODEN, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 17, 2026
DOCKET	3D25-1448
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appellants appealed a final summary judgment entered in favor of Inter Freight in an action challenging the validity of a towing and storage lien.
STANDARD OF REVIEW	The opinion does not expressly state a standard of review; it reviews the summary judgment record and the trial court’s statutory conclusions.
PRECEDENTIAL VALUE	Published and precedential
PARTIES	American Eagle Towing, Inc., All in 1 Used Truck Parts & Tires Repair, Inc. v. Inter Freight, Inc.

TOPICS

- summary judgment
- final judgment rule
- appellate procedure
- statutory interpretation
- commercial litigation

PRACTICE AREAS

- commercial litigation
- civil procedure
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Whether Appellants' failure to comply with the mandatory five-business-day notice requirement in section 713.78(4)(c) invalidated their claimed towing and storage lien and precluded recovery of storage charges.
2. Whether the challenged judgment was a final, appealable judgment rather than a non-final order.

HOLDINGS

1. A towing-storage operator that fails to strictly comply with section 713.78(4)(c)'s mandatory five-business-day notice requirement cannot impose storage charges against the vehicle owner or perfect a statutory lien against the vehicle.
2. The challenged judgment was final and appealable because it adjudicated the entirety of Inter Freight's claims and ended all judicial labor in the case.

KEY QUOTATIONS

“The trial court’s judgment correctly states that, pursuant to section 713.78(9), Appellants’ failure to strictly comply with section 713.78(4)(c)’s notice requirement precluded them from imposing any storage charges against Inter Freight; and further, they could not perfect a statutory lien against the vehicle.” (at 2)

“the challenged judgment is final because it adjudicates the entirety of Inter Freight’s claims and ends all judicial labor in the case.” (at 3 n.2)

FACTUAL BACKGROUND

Appellants asserted an August 15, 2024 towing and storage lien under section 713.78 of the Florida Statutes on Inter Freight's vehicle, claiming \$1,800 in storage charges incurred beginning July 9, 2024. Inter Freight challenged the lien, alleging that Appellants failed to strictly comply with the statutory notice requirements. The summary judgment record established that Appellants failed to provide the required notice within five business days after storage.

PROCEDURAL HISTORY

Inter Freight filed a five-count complaint seeking, among other relief, a declaration that Appellants' purported lien was invalid, as well as injunction, replevin, and conversion relief. Following a June 12, 2025 hearing, the Circuit Court for Miami-Dade County entered final summary judgment declaring the lien invalid and awarding Inter Freight recovery of its vehicle. Appellants timely appealed.

DISPOSITION

affirmed

CASES CITED

- Dowell v. State Farm Mut. Auto. Ins. Co., 269 So. 3d 662, 664 (Fla. 1st DCA 2019)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed June 17, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-1448 Lower Tribunal No. 24-16890-CA-01 _____ American Eagle Towing, Inc., et al., Appellants, vs. Inter Freight, Inc., Appellee. An Appeal from a non-final order from the Circuit Court for Miami-Dade County, William Thomas, Judge.

Silver & Silver, Attorneys, and Ira S. Silver, for appellants. Mathis Law Group, and Jessica L. Klein, Michael M. Ricobaldi and Brian K. Mathis (Ft. Lauderdale), for appellee. Before SCALES, C.J., and LOBREE and GOODEN, JJ. SCALES, C.J. American Eagle Towing, Inc. and All in 1 Used Truck Parts & Tires Repair, Inc., the defendants below (together, “Appellants”), appeal a June 29, 2025 final summary judgment in favor of appellee Inter Freight, Inc., the plaintiff below.

After Appellants, pursuant to section 713.78 of the Florida Statutes, asserted an August 15, 2024 towing/storage lien on Inter Freight’s vehicle – claiming an \$1,800 storage charge incurred since July 9, 2024 – Inter Freight filed a five-count complaint against Appellants. While Inter Freight’s complaint also alleged counts for injunction, replevin and conversion, Inter Freight essentially sought a declaration that Appellants’ purported lien was invalid because Appellants had failed to strictly comply with the requirements of section 713.78.

After conducting a June 12, 2025 hearing, the trial court entered a detailed summary judgment order declaring that Appellants had failed to comply with the requirements of section 713.78(4)(c),¹ that their purported lien was invalid, and that Inter Freight was entitled to the recovery of its vehicle.

The judgment noted that Appellants had failed to adduce any summary judgment evidence to establish a disputed issue of material 1 Section 713.78(4)(c) requires a towing-storage operator who claims a lien on a vehicle to provide notice of the lien to the registered owner (and to the vehicle’s insurer and any other person claiming a lien) within five business days, excluding a Saturday, Sunday or federal holiday, after the date of storage.

2 fact. The judgment also concluded that Appellants’ filings directed toward Inter Freight’s summary judgment were noncompliant with certain procedural requirements of Florida Rule of Civil Procedure 1.510. Appellants timely appealed this judgment.² The summary judgment record plainly establishes that Appellants failed to comply with section 713.78(4)(c)’s mandatory five-day notice requirement.

The trial court’s judgment correctly states that, pursuant to section 713.78(9), Appellants’ failure to strictly comply with section 713.78(4)(c)’s notice requirement precluded them from imposing any

storage charges against Inter Freight; and further, they could not perfect a statutory lien against the vehicle. *Dowell v. State Farm Mut. Auto. Ins. Co.*, 269 So.

3d 662, 664 (Fla. 1st DCA 2019). Affirmed. 2 While Appellants characterize the challenged judgment as an appealable non-final order granting immediate possession to property, the challenged judgment is final because it adjudicates the entirety of Inter Freight's claims and ends all judicial labor in the case. Fla. R. App. P. 9.030(b)(1)(A). 3