

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

Big Gates Records, LLC, and Algernod Lanier Washington, a/k/a
Plies v. Bryan Stewart

Big Gates Records · No. 2D2025-0937 · Decided June 24, 2026

SUMMARY

The Florida Second District Court of Appeal reversed a final judgment for Bryan Stewart on breach of contract and FDUTPA claims arising from the cancellation of a scheduled performance by Plies. The court held that Stewart lacked standing because he was not a party to the relevant contract, lacked privity, and was not an intended third-party beneficiary. The court also concluded that the substantial-performance jury instruction was erroneous and that Stewart could not pursue a Florida FDUTPA claim for conduct occurring in Arkansas, while noting that the FDUTPA award was duplicative and unsupported.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	LaROSE, Judge; LUCAS, C.J.; LABRIT, J.
JURISDICTION	Florida District Court of Appeal, Second District
DECIDED	June 24, 2026
DOCKET	2D2025-0937
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final judgment entered after a jury verdict for Bryan Stewart on breach-of-contract and Florida Deceptive and Unfair Trade Practices Act claims.
STANDARD OF REVIEW	De novo review of the trial court's ruling on the directed-verdict motion.
PRECEDENTIAL VALUE	published
PARTIES	Big Gates Records, LLC, Algernod Lanier Washington, a/k/a Plies v. Bryan Stewart

TOPICS

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QUESTIONS PRESENTED

1. Whether Stewart had standing to assert a breach-of-contract claim when he was not a party to the Performance Agreement, did not personally pay for the performance, and was not the sole owner of Empire Management.
2. Whether the trial court improperly instructed the jury that Stewart could prevail by proving substantial performance of the contract's payment terms.
3. Whether Stewart could pursue a FDUTPA claim in Florida when he was an Arkansas resident and the alleged failure to perform occurred in Arkansas.
4. Whether the FDUTPA damages award was unsupported by evidence and duplicative of the contract damages.

HOLDINGS

1. Stewart lacked standing to sue for breach of the Performance Agreement because he was not in privity with Big Gates Records or Plies, was not a party to the agreement, and was legally distinct from Empire Management.
2. The trial court erred by instructing the jury that Stewart could prevail by proving that he performed all or substantially all of the payment obligations because the contract required payment of a specified amount by a specified date.
3. Stewart could not pursue a FDUTPA claim in Florida because he was an Arkansas resident and the event triggering the claim—the failure to perform—occurred in Arkansas.
4. The FDUTPA damages award was unsupported by the record and duplicative of the contract damages.

KEY QUOTATIONS

“As a general principle of corporate law, a corporation is a separate legal entity, distinct from its owners.”
(at 4)

“An LLC, even if composed of a single member, is separate and distinct from the individual member.” (at 6)

“There is almost always no such thing as ‘substantial performance’ of payment between commercial parties when the duty is simply the general one to pay. Payment is either made in the amount and on the date due, or it is not.” (at 8)

“Consequently, Mr. Stewart cannot pursue a FDUTPA claim in Florida.” (at 9)

FACTUAL BACKGROUND

GoGetta, Inc., contracted with Big Gates Records to secure Plies for a July 27, 2019 performance at Club Empire in Little Rock, Arkansas. The Performance Agreement required two \$13,125 payments; the first was timely paid, but the second payment was \$12,500 and arrived one day late. Stewart, who was a majority owner of Empire Management, was not a party to either the GoGetta-Stewart agreement or the Performance Agreement, and neither he nor Empire Management was a party to the Performance Agreement. Plies did not perform, and the jury awarded Stewart both contract and FDUTPA damages.

PROCEDURAL HISTORY

Stewart sued Big Gates Records, LLC, and Algernod Lanier Washington after Washington did not perform at Club Empire. Following a week-long jury trial, the jury awarded Stewart \$48,133.45 in contract damages and \$25,000 under FDUTPA. The trial court denied the appellants' directed-verdict motions and entered final judgment for Stewart. The appellants appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The final judgment in favor of Stewart is reversed and the case is remanded; the opinion does not provide more specific remand instructions.

CASES CITED

- Fell v. Carlin, 6 So. 3d 119, 120 (Fla. 2d DCA 2009)
- Cedric Kushner Promotions, Ltd. v. King, 533 U.S. 158, 163 (2001)
- Am. States Ins. v. Kelley, 446 So. 2d 1085, 1086 (Fla. 4th DCA 1984)
- Palma v. S. Fla. Pulmonary & Critical Care, LLC, 307 So. 3d 860, 866 (Fla. 3d DCA 2020)
- McKinney-Green, Inc. v. Davis, 606 So. 2d 393, 394-96 (Fla. 1st DCA 1992)
- BankAtlantic v. Est. of Glatzer, 61 So. 3d 1222, 1223 (Fla. 3d DCA 2011)
- Found. Health v. Westside EKG Assocs., 944 So. 2d 188, 194-95 (Fla. 2006)
- Networkip, LLC v. Spread Enters., Inc., 922 So. 2d 355, 358 (Fla. 3d DCA 2006)
- Legare v. Music & Worth Constr. Co., 486 So. 2d 1359, 1362 (Fla. 1st DCA 1986)
- Hunt Ridge at Tall Pines, Inc. v. Hall, 766 So. 2d 399, 400-01 (Fla. 2d DCA 2000)
- Helmick v. Taylor, 386 So. 3d 243, 246 (Fla. 2d DCA 2024)
- Greenacre Props., Inc. v. Rao, 933 So. 2d 19, 23 (Fla. 2d DCA 2006)
- Lockhart v. Worsham, 508 So. 2d 411, 412 (Fla. 1st DCA 1987)
- Enriquillo Exp. & Imp., Inc. v. M.B.R. Indus., 733 So. 2d 1124, 1126-27 (Fla. 4th DCA 1999)
- Hufcor/Gulfstream, Inc. v. Homestead Concrete & Drainage, Inc., 831 So. 2d 767, 769 (Fla. 4th DCA 2002)
- Blackhawk Quarry Co. of Fla. v. Hewitt Contracting Co., 931 So. 2d 197, 199-200 (Fla. 5th DCA 2006)
- Océ Printing Sys. USA, Inc. v. Mailers Data Servs., Inc., 760 So. 2d 1037, 1042 (Fla. 2d DCA 2000)

- Coastal Physician Services of Broward County v. Ortiz, 764 So. 2d 7, 8 (Fla. 4th DCA 1999)
- Millennium Commc'ns & Fulfillment, Inc. v. Off. of the Att'y Gen., Dep't of Legal Affs., 761 So. 2d 1256, 1262 (Fla. 3d DCA 2000)
- Bank of Am., N.A. v. Zaskey, No. 9:15-cv-81325, 2016 WL 2897410, at *9 (S.D. Fla. May 18, 2016)
- Dorestin v. Hollywood Imps., Inc., 45 So. 3d 819, 824-25 (Fla. 4th DCA 2010)

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