

FLORIDA THIRD DISTRICT COURT OF APPEAL

New Face MD Surgery Centers LLC v. Gabriela Vargas

No. 3D24-0743 (Fla. 3d DCA July 23, 2025) · No. 3D24-0743 · Decided July 23, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed a non-final order in an appeal involving New Face MD Surgery Centers LLC and Gabriela Vargas. The court concluded that the matter was moot because the disputed charge had been voluntarily paid, and it cited authority concerning arbitration of actual controversies and arbitrator-awarded fees.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Fernandez, J.; Lindsey, J.; Gooden, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	July 23, 2025
DOCKET	3D24-0743
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a non-final order of the Circuit Court for Miami-Dade County.
PRECEDENTIAL VALUE	published
PARTIES	New Face MD Surgery Centers LLC v. Gabriela Vargas

TOPICS

- mootness
- arbitration
- appellate procedure
- civil procedure
- contracts

PRACTICE AREAS

- civil procedure
- appellate procedure
- arbitration
- contracts

QUESTIONS PRESENTED

- Whether the appeal presented a live controversy or had become moot.
- Whether the underlying dispute was one subject to arbitration rather than a matter of merely academic interest.

3. Whether an arbitrator may award fees when the fee claim is authorized by contract or statute.

HOLDINGS

1. The appeal was moot because no actual controversy remained, and the court therefore affirmed the lower court's non-final order.
2. The Florida Arbitration Code and an arbitration agreement contemplate submission of real controversies to arbitration, not questions that are merely academic.
3. An arbitrator may award fees when the fee claim is authorized by contract or statute.

KEY QUOTATIONS

“A case is “moot” when it presents no actual controversy or when the issues have ceased to exist.” (912 So. 2d at 600)

“The settlement of a case renders it moot. The voluntary payment of a disputed charge has the same effect.” (912 So. 2d at 600)

“both the [arbitration] agreement and the Florida Arbitration Code contemplate the submission to arbitration of real Controversies—not questions simply of academic interest.” (272 So. 2d at 838)

“an arbitrator may now award fees, so long as the fee claim is authorized by contract or statute.” (333 So. 3d at 1156)

FACTUAL BACKGROUND

The opinion contains no detailed factual recitation. The cited authorities indicate that the appeal concerned a disputed charge, arbitration, and potentially an arbitration-related fee claim; the court treated the controversy as moot.

PROCEDURAL HISTORY

New Face MD Surgery Centers LLC appealed a non-final circuit-court order in a dispute involving arbitration. The Third District Court of Appeal affirmed, citing mootness principles and authorities concerning arbitration of actual controversies and arbitration-related fee awards.

DISPOSITION

affirmed

CASES CITED

- Merkle v. Guardianship of Jacoby, 912 So. 2d 595, 600 (Fla. 2d DCA 2005)
- Mills v. Robert W. Gottfried, Inc., 272 So. 2d 837, 838 (Fla. 4th DCA 1973)
- Baron v. L.P. Evans Motors WPB, Inc., 333 So. 3d 1152, 1156 (Fla. 3d DCA 2022)

OPINION

New Face MD Surgery Centers LLC v. Gabriela Vargas

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed July 23, 2025. Not final until disposition of timely filed motion for rehearing. No. 3D24-0743 Lower Tribunal No. 24-1167-SP-23 New Face MD Surgery Centers LLC, Appellant, vs. Gabriela Vargas, Appellee. An Appeal from a non-final order from the Circuit Court for Miami-Dade County, Miesha Darrough, Judge. Lalchandani Simon PL, and Antonio J. Forte, Daniel E. Davis, and Kubs Lalchandani, for appellant. Daren Stabinski, P.A., and Daren Stabinski (Fort Lauderdale), for appellee. Before FERNANDEZ, LINDSEY and GOODEN, JJ. PER CURIAM. Affirmed. *Merkle v. Guardianship of Jacoby*, 912 So. 2d 595, 600 (Fla. 2d DCA 2005) (“A case is “moot” when it presents no actual controversy or when the issues have ceased to exist.’ The settlement of a case renders it moot. The voluntary payment of a disputed charge has the same effect.” (citations omitted) (emphasis added)); *Mills v. Robert W. Gottfried, Inc.*, 272 So. 2d 837, 838 (Fla. 4th DCA 1973) (“[B]oth the [arbitration] agreement and the Florida Arbitration Code contemplate the submission to arbitration of real Controversies—not questions simply of academic interest. When the motion to dismiss was filed in the present case, there was no controversy to submit to arbitration. . . . The trial judge, therefore, did not err in denying the defendants’ alternative motion for arbitration.”); *Baron v. L.P. Evans Motors WPB, Inc.*, 333 So. 3d 1152, 1156 (Fla. 3d DCA 2022) (“[A]n arbitrator may now award fees, so long as the fee claim is authorized by contract or statute.”). 2