

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.

OPINION

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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