

FLORIDA THIRD DISTRICT COURT OF APPEAL

Jeffrey Grossfeld v. CV Funding, LLC

Grossfeld · No. No. 3D24-2235 · Decided April 15, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed a county court order enforcing a settlement agreement and entering final judgment for CV Funding, LLC. The court held that, absent a transcript, it could reverse only for an error of law apparent on the face of the final order, and found no such error. Because the settlement agreement's terms were clear and expressly authorized enforcement without a hearing upon breach, an evidentiary hearing was not required.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Lindsey, J.; Gordo, J.; Bokor, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	April 15, 2026
DOCKET	No. 3D24-2235
DISPOSITION	affirmed
PROCEDURAL POSTURE	Tenant appealed a county court final order enforcing a settlement agreement and entering final judgment for the landlord after a special set hearing.
STANDARD OF REVIEW	When the appellant fails to provide a transcript of the relevant hearing, the appellate court may reverse only if an error of law appears on the face of the final order.
PRECEDENTIAL VALUE	Published opinion; precedential value subject to finality after disposition of any timely motion for rehearing.
PARTIES	Jeffrey Grossfeld v. CV Funding, LLC

TOPICS

- appellate procedure
- standard of review
- preservation of error
- contracts
- specific performance remedy

PRACTICE AREAS

- appellate procedure
- civil procedure
- contracts
- real estate
- remedies

QUESTIONS PRESENTED

1. Whether the county court erred by enforcing the settlement agreement without an evidentiary hearing concerning alleged factual disputes over breach and waiver.
2. Whether an error of law appeared on the face of the final order sufficient to warrant reversal when the appellant failed to provide a transcript of the hearing.

HOLDINGS

1. Because Grossfeld did not provide a transcript of the hearing relied upon by the final order, the appellate court could reverse only if an error of law appeared on the face of the final order; no such error appeared.
2. An evidentiary hearing is required when there is a dispute over the existence, validity, or terms of a settlement agreement, but enforcement without a hearing is permissible when the agreement's existence is undisputed and its terms are clear and unambiguous.
3. Issues not raised in the initial appellate brief are considered waived or abandoned.

KEY QUOTATIONS

“Absent a transcript of the hearing, we may reverse the decision only if an error of law appears on the face of the Final Order.” (at 2)

“But there is no dispute here as to the existence, validity, or terms of the settlement agreement that can be gleaned from the face of the Final Order.” (at 3)

“On the other hand, when there is no dispute over the existence of a settlement agreement, as here, and its terms are clear and unambiguous, we have affirmed enforcement without evidentiary hearings.” (at 3)

“Accordingly, we find no error of law on the face of the Final Order and we are constrained to affirm.” (at 4)

FACTUAL BACKGROUND

Grossfeld, the tenant, entered into a settlement agreement with CV Funding, the landlord, requiring him and his spouse and family to vacate the property by March 31, 2024. The county court found that Grossfeld breached the agreement by failing to vacate and entered an order enforcing the agreement, including relief involving removal from the property and execution of an alias writ of possession. The settlement agreement stated that, upon breach, CV Funding could avail itself of specified remedies without a hearing and that Grossfeld waived claims concerning the property.

PROCEDURAL HISTORY

The Miami-Dade County Court entered a final order enforcing the parties' January 25, 2024 settlement agreement and entered final judgment after finding that Grossfeld and his spouse and family failed to vacate the property by the agreed deadline. Grossfeld appealed, arguing that factual disputes concerning breach and waiver required an evidentiary hearing. The Third District Court of Appeal affirmed because Grossfeld failed to provide a transcript and no legal error appeared on the face of the final order.

DISPOSITION

affirmed

CASES CITED

- Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979)
- 7550 Bldg., Inc. v. Atl. Rack & Shelving, Inc., 999 So. 2d 663, 664 (Fla. 3d DCA 2008)
- Com. Cap. Res., LLC v. Giovannetti, 955 So. 2d 1151, 1153 (Fla. 3d DCA 2007)
- Van Lent v. Everglades Found., Inc., 400 So. 3d 64, 74 n.9 (Fla. 3d DCA 2024)
- Steven Enters. Grp. Inc. v. Diversified Aero Inventory I, LLC, 326 So. 3d 128, 128-30 (Fla. 3d DCA 2021)

OPINION

Jeffrey Grossfeld v. CV Funding, LLC

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed April 15, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-2235 Lower Tribunal No. 23-13016-CC-05 _____ Jeffrey Grossfeld, Appellant, vs. CV Funding, LLC, Appellee. An Appeal from the County Court for Miami-Dade County, Diana Gonzalez-Whyte, Judge. Twig, Trade, & Tribunal, PLLC and Morgan Weinstein (Fort Lauderdale), for appellant. Yormack Law, P.A., and Adam J. Yormack, for appellee. Before LINDSEY, GORDO, and BOKOR, JJ. LINDSEY, J. Appellant, Jeffrey Grossfeld (“Tenant”), appeals a final order enforcing a settlement agreement pursuant to the plain language of the agreement and entering final judgment for Appellee, CV Funding, LLC (“Landlord”).¹ The Final Order was entered following a special set hearing. For the reasons set forth below, we affirm. Tenant argues issues of fact were present at the hearing on whether the settlement agreement was breached and whether waiver occurred. Thus, Tenant contends the trial court erred in entering the Final Order without evidentiary hearing on those questions. But Tenant did not provide a transcript of the hearing that the Final Order relies on. Absent a transcript of the hearing, we may reverse the decision only if an error of law appears on the face of the Final Order. See *Applegate v. Barnett Bank of Tallahassee*, 377 So. 2d 1150, 1152 (Fla. 1979) (“Without a record of the trial proceedings, the appellate court can not properly resolve the underlying factual issues so as to conclude that the trial court’s judgment is not supported by the evidence or by an alternative theory.”); see also *7550 Bldg., Inc. v. Atl. Rack & Shelving, Inc.*, 999 So. 2d 663, 664 (Fla. 3d DCA 2008) (citation omitted) (“Absent a transcript, this Court may reverse the decision ‘only if an error of law appears on the face of the final judgment.’”). ¹ We have jurisdiction. See Fla. R. App. P. 9.110. ² We find no error on the face of the Final Order. We have held evidentiary hearings are required for enforcement when there is a dispute over the existence, validity, or terms of a settlement agreement. See, e.g., *Com. Cap. Res., LLC v. Giovannetti*, 955 So. 2d 1151, 1153 (Fla. 3d DCA

2007) (reversing order to enforce without evidentiary hearing where “the terms thereof are susceptible to more than one reasonable interpretation, thereby rendering the settlement agreement ambiguous”). But there is no dispute here as to the existence, validity, or terms of the settlement agreement that can be gleaned from the face of the Final Order. Nor does Tenant dispute same in his initial brief. *Van Lent v. Everglades Found., Inc.*, 400 So. 3d 64, 74 n.9 (Fla. 3d DCA 2024) (“[I]ssues not raised in the initial brief are considered waived or abandoned.”). On the other hand, when there is no dispute over the existence of a settlement agreement, as here, and its terms are clear and unambiguous, we have affirmed enforcement without evidentiary hearings. See, e.g., *Steven Enters. Grp. Inc. v. Diversified Aero Inventory I, LLC*, 326 So. 3d 128, 128–30 (Fla. 3d DCA 2021) (affirming order to enforce without evidentiary hearing where the terms of the agreement were unambiguous and “trial court merely enforced the agreed terms of the settlement agreement’s 3 enforcement provision”). That is precisely the case here. 2 Indeed, our ruling in *Steven Enterprises* applies with more force here because the plain terms of the settlement agreement provide that Landlord may avail itself of enforcement of the settlement agreement without hearing upon a breach: DEFAULT: If Grossfeld breaches this agreement, then CV may avail itself of the remedies stated herein . . . without hearing. Further, upon any breach. Grossfeld waives any right, title, and/or claim of any nature, or interest of any kind, in or against the Property, and Grossfeld waives any right to contest CV’s fee simple ownership, free and clear of all claims to the Property. (emphasis added). 2 The Final Order provides: But for Grossfeld’s clear and unequivocal breach of the January 25, 2024 Settlement Agreement, as evidenced by his and his spouse and family’s failure to vacate the Property by March 31, 2024, as required by the express terms of the January 25, 2024 Settlement Agreement, the Plaintiff would not have had to petition this Honorable Court for relief in the displacement and removal of Grossfeld and his spouse and family from the Property by operation of law and the execution of an Alias Writ of Possession [Docket Index# 52] enforced by the Miami-Dade Police Department. (emphasis added). 4 Accordingly, we find no error of law on the face of the Final Order and we are constrained to affirm. Affirmed. 5