

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Michael Lally v. AIM Recovery Services, Inc.

No. 3D22-0845 (Fla. 3d DCA Mar. 1, 2023) · No. No. 3D22-0845 · Decided March 1, 2023

SUMMARY

The Florida Third District Court of Appeal affirmed the circuit court's judgment in favor of AIM Recovery Services, Inc. The court cited Florida's amended summary judgment rule and cases addressing duress and the binding effect of contracts.

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed March 1, 2023. Not final until disposition of timely filed motion for rehearing. _____ No. 3D22-0845 Lower Tribunal No. 19-20799 _____ Michael Lally, et al., Appellants, vs. AIM Recovery Services, Inc., Appellee. An Appeal from the Circuit Court for Miami-Dade County, Charles Johnson, Judge.

Rasco Klock Perez & Nieto, P.L., and Joseph P. Klock, Jr., and Gabriel E. Nieto, for appellants. Stok Kon + Braverman, and Robert A. Stok, Joshua R. Kon and David I. Rosenblatt (Fort Lauderdale), for appellee. Before LOGUE, MILLER and BOKOR, JJ. PER CURIAM. Affirmed. See *In re Amends. to Fla. Rule of Civ. Proc. 1.510*, 317 So. 3d 72, 77–78 (Fla. 2021) (“In cases where a summary judgment motion was denied under the pre-amendment rule, the court should give the parties a reasonable opportunity to file a renewed summary judgment motion under the new rule.”); see also *Woodruff v. TRG-Harbour House, Ltd.*, 967 So.

2d 248, 250 (Fla. 3d DCA 2007) (explaining that “[d]uress involves a step beyond mere illegality and implies that a person has been unlawfully constrained or compelled by another to perform an act under circumstances which prevent the exercise of free will”) (internal quotation and citation omitted); *Estate of Etting v. Regents Park at Aventura, Inc.*, 891 So.

2d 558, 558 (Fla. 3d DCA 2004) (“It has long been held in Florida that one is bound by his contract. Unless one can show facts and circumstances to demonstrate that he was prevented from reading the contract, or that he was induced by statements of the other party to refrain from reading the contract it is binding.”) (citation omitted). 2