

FLORIDA THIRD DISTRICT COURT OF APPEAL

Aquastar Holdings LLC v. Avant Design Group, Inc.

No. 3D24-0742 (Fla. 3d DCA Sept. 17, 2025) · No. 3D24-0742 · Decided September 17, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed an award of \$429,082.74 in attorney’s fees and costs to individual defendants who prevailed against Aquastar Holdings LLC. The court held that the fees incurred in representing the successful individual defendants were inextricably intertwined with fees incurred in claims involving Avant Design Group, Inc., making allocation infeasible.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	EMAS, J.; MILLER, J.; GORDO, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	September 17, 2025
DOCKET	3D24-0742
DISPOSITION	affirmed
PROCEDURAL POSTURE	Aquastar appealed the trial court's post-remand order awarding attorney's fees and costs to the Individual Defendants after they prevailed on Aquastar's counterclaims against them.
STANDARD OF REVIEW	An award of attorney's fees is reviewed for abuse of discretion. Whether claims are inextricably intertwined is a question of law reviewed de novo. The trial court's factual findings are supported by competent substantial evidence.
PRECEDENTIAL VALUE	published
PARTIES	Aquastar Holdings LLC v. Avant Design Group, Inc., Cristina Souza, Monica Souza, Sonia Sun Yee Mak

TOPICS

- remedies
- commercial litigation
- construction law
- contracts
- appellate procedure

PRACTICE AREAS

- construction law
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QUESTIONS PRESENTED

1. Whether the trial court properly awarded the Individual Defendants attorney's fees for work that also related to Avant's unsuccessful claims and defenses by finding the claims and legal work inextricably intertwined.
2. Whether Aquastar preserved its challenge to the trial court's failure to make required findings of fact in the final judgment.
3. What standard of review applies to the attorney's-fee award and to the determination that the claims were inextricably intertwined.

HOLDINGS

1. A prevailing party may recover fees for the entire litigation when the successful and unsuccessful claims are inextricably intertwined or share a common core of facts, and the trial court properly found that allocation of the fees between the Individual Defendants and Avant was not feasible.
2. Aquastar waived its challenge because it did not raise the alleged failure to make required findings in a timely motion for rehearing.
3. The attorney's-fee award is reviewed for abuse of discretion, while the determination whether claims are inextricably intertwined is reviewed de novo.

KEY QUOTATIONS

“where the claims litigated are “inextricably intertwined” or involve a “common core of facts,” an award of attorney's fees may be appropriate as to the entire litigation.” (3)

“It is the moving party’s burden to demonstrate that claims are “inextricably intertwined such that an allocation of claimed attorneys’ fees and costs [is] infeasible.”” (4)

“we affirm, as there was competent substantial evidence to support the trial court’s determination that the attorney’s work was so inextricably intertwined that allocation between the two was not feasible.” (5)

FACTUAL BACKGROUND

Aquastar hired Avant to provide remodeling services for a condominium project. Near completion, Aquastar suspected that Avant was overcharging and terminated the contract. Avant sued Aquastar for nonpayment, while Aquastar asserted claims against Avant and Avant's individual principals, including fraud and breach of contract. Aquastar prevailed against Avant but lost its counterclaim against the Individual Defendants, who were represented by the same counsel as Avant.

PROCEDURAL HISTORY

Avant sued Aquastar for nonpayment, and Aquastar separately sued Avant and its individual principals. The actions were consolidated, with Aquastar's complaint treated as a counterclaim. Aquastar prevailed against Avant but lost against the Individual Defendants; the relevant aspects of the underlying judgment were affirmed in *Avant Design Grp. I*. On remand, after a two-day evidentiary hearing, the trial court awarded the Individual Defendants \$429,082.74 in attorney's fees and costs, finding that the work performed for Avant and the

Individual Defendants was so intertwined that allocation was not feasible. The Third District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Deer Valley Realty, Inc. v. SB Hotel Assocs. LLC, 190 So. 3d 203, 207 (Fla. 4th DCA 2016)
- Schoenlank v. Schoenlank, 128 So. 3d 118, 121 (Fla. 3d DCA 2013)
- Household Fin. Corp. III v. Williams, 290 So. 3d 508, 511 (Fla. 4th DCA 2020)
- Anglia Jacs & Co. v. Dubin, 830 So. 2d 169, 172 (Fla. 4th DCA 2002)
- Signal Hill Golf Course, Inc. v. Womack, 309 So. 3d 707, 709 (Fla. 1st DCA 2020)
- Avant Design Grp., Inc. v. Aquastar Holdings, LLC, 351 So. 3d 62, 67 (Fla. 3d DCA 2022)
- Carbonell v. Glade, 394 So. 3d 679, 681, 682 n.4 (Fla. 3d DCA 2024)
- Shelly L. Hall, M.D., P.A. v. White, 97 So. 3d 907, 909 (Fla. 1st DCA 2012)
- Halegua v. Lerner, 406 So. 3d 987, 987-88 (Fla. 3d DCA 2025)

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