

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

The Firm Law Group, Inc. v. Mireya Cordero

No. 3D25-0292 (Fla. 3d DCA Jan. 21, 2026) · No. 3D25-0292 · Decided January 21, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed summary judgment requiring an escrow agent to return a \$15,000 deposit to buyers after they timely terminated a residential purchase contract because they could not obtain financing. The court held that the escrow agent’s conclusory affidavit did not establish competing demands or a good-faith doubt sufficient to support payment of attorney’s fees from the deposit.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	SCALES, C.J.; GORDO, J.; BOKOR, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	January 21, 2026
DOCKET	3D25-0292
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final summary judgment in an interpleader action involving a failed residential real estate transaction.
STANDARD OF REVIEW	De novo review applies to orders granting summary judgment and to the interpretation of contractual provisions as a pure matter of law.
PRECEDENTIAL VALUE	Published opinion
PARTIES	The Firm Law Group, Inc. v. Mireya Cordero, Yasmin Suarez

TOPICS

- interpleader
- summary judgment
- contracts
- real estate
- appellate procedure

PRACTICE AREAS

- contract law
- real estate law
- civil procedure
- appellate procedure
- commercial litigation

QUESTIONS PRESENTED

1. Whether the buyers were entitled to summary judgment requiring return of the \$15,000 escrow deposit after they failed to obtain financing within the contractual period and timely notified the seller of termination.
2. Whether the escrow agent presented sufficient evidence to create a genuine dispute of material fact concerning competing demands or a good-faith doubt that would permit payment of its attorney's fees from the escrow deposit.

HOLDINGS

1. The buyers were entitled to return of the \$15,000 escrow deposit because they were unable to obtain financing within the contractual thirty-day period and timely provided the contractually required written notice to the seller.
2. The escrow agent was not entitled to payment of its attorney's fees from the escrow deposit because it failed to present sufficient evidence of competing demands or a good-faith doubt concerning entitlement to the deposit.

KEY QUOTATIONS

“Escrow Agent’s summary judgment evidence simply was not of sufficient weight and quality so as to create a genuine dispute as to any material fact.” (at 3)

FACTUAL BACKGROUND

Buyers Mireya Cordero and Yasmin Suarez entered into a residential purchase-and-sale contract with Larry Rodriguez that was contingent on their obtaining financing within thirty days of the contract's effective date. The contract required the escrow agent to refund the deposit if the buyers could not obtain financing despite diligent effort and timely gave written notice of their inability to obtain financing and election to terminate. Buyers did not obtain financing within the thirty-day period and timely provided the required notice. The escrow agent nevertheless withheld the \$15,000 deposit and claimed entitlement to attorney's fees based on alleged competing demands or a good-faith doubt concerning entitlement to the funds.

PROCEDURAL HISTORY

The County Court for Miami-Dade County entered final summary judgment directing the escrow agent to return the \$15,000 escrow deposit to the buyers and denying payment of the escrow agent's attorney's fees from the deposit. The escrow agent appealed, arguing that it was entitled to attorney's fees from the escrow funds.

DISPOSITION

affirmed

CASES CITED

- Fernandez v. Old Republic Nat’l Title Ins. Co., 406 So. 3d 299, 303 n.3 (Fla. 3d DCA 2025)
- Point E. Four Condo. Corp. v. Zevuloni & Assocs., Inc., 50 So. 3d 687, 688 (Fla. 4th DCA 2010)

- Rich v. Narog, Rich v. Narog, 366 So. 3d 1111, 1119-20 (Fla. 3d DCA 2022)
- Rhiner v. Sec’y, Fla. Dep’t of Corr., 817 Fed. Appx. 769, 774 (11th Cir.)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed January 21, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-0292 Lower Tribunal No. 24-125230-CC-23 _____ The Firm Law Group, Inc., Appellant, vs. Mireya Cordero, et al., Appellees. An Appeal from the County Court for Miami-Dade County, Gloria Gonzalez-Meyer, Judge.

DASA Law, and Elee Dammous and Jesus Santiago, for appellant. Costa Law, PL, and Virginia M. Costa, for appellees. Before SCALES, C.J., and GORDO and BOKOR, JJ. SCALES, C.J. In this interpleader action involving a failed residential real estate transaction, appellant The Firm Law Group, Inc. (“Escrow Agent”) challenges the trial court’s final summary judgment directing Escrow Agent to deliver to appellees Mireya Cordero and Yasmin Suarez (together “Buyers”) their \$15,000 escrow deposit, without payment of Escrow Agent’s attorney’s fees from the deposit amount.

Because our de novo review of the summary judgment record¹ supports the trial court’s determination that Buyers were entitled to summary judgment, we affirm. The standard purchase and sale contract² between Buyers and Larry Rodriguez (“Seller”) provided that the contract was contingent upon Buyers obtaining financing within thirty days of the agreement’s effective date.

The contract further required Escrow Agent to refund the escrow deposit to Buyers if, prior to the expiration of this thirty-day period, (1) Buyers were unable to obtain financing after the exercise of diligent effort, and (2) Buyers timely provided written notice to Seller of their inability to obtain financing. 1 See *Fernandez v. Old Republic Nat’l Title Ins.*

Co., 406 So. 3d 299, 303 n.3 (Fla. 3d DCA 2025) (recognizing that orders granting summary judgment are subject to de novo review); *Point E. Four Condo. Corp. v. Zevuloni & Assocs., Inc.*, 50 So. 3d 687, 688 (Fla. 4th DCA 2010) (“We review the interpretation of contractual provisions de novo as a pure matter of law.”). 2 The parties used an “As Is” Residential Contract for Sale and Purchase approved by the Florida Association of Realtors and the Florida Bar.

2 and their election to terminate the contract. The summary judgment record reflects that Buyers were unable to obtain financing within the thirty-day period and that Buyers timely provided the required written notice to Seller. Buyers, therefore, were entitled to the return of their \$15,000 escrow deposit. Nonetheless, Escrow Agent claims that it is still entitled to be paid its attorney’s fees from the escrow deposit.

On the particular facts and circumstances of this case, we disagree. The contract authorized Escrow Agent to interplead funds, and have its attorney's fees paid from the escrow deposit, but only if there were competing demands for the deposit or Escrow Agent had a "good faith doubt" as to entitlement to the deposit.

In response to Buyers' summary judgment motion and evidence, Escrow Agent's corporate representative filed an affidavit asserting, in a conclusory manner, that there was a "bonafide [sic] dispute" as to entitlement to the escrow deposit and that he had "received numerous emails, call and texts from the Seller, Buyer, Buyers' attorneys, and real estate agents involved in the transaction." Yet, Escrow Agent submitted no affidavits from Seller or the real estate agents involved in the transactions, no copies of any communications evidencing competing demands, and no other evidence that supported Escrow Agent's alleged 3 "good faith" in not honoring the contract's plain and unambiguous provisions governing return of the escrow deposit.

Escrow Agent's summary judgment evidence simply was not of sufficient weight and quality so as to create a genuine dispute as to any material fact. See *Rich v. Narog*, 366 So. 3d 1111, 1119-20 (Fla. 3d DCA 2022) (finding the non-moving party's conclusory, self-serving affidavit was legally insufficient to create a genuine dispute of material fact where (1) documents substantiating the affidavit's assertions were not appended to the affidavit, and (2) the affidavit failed to set forth the "specific, discrete facts of the who, what, when, and where variety' that give the... affidavit the type of probative value necessary to defeat [the moving party's] motion for summary judgment" (quoting *Rhiner v. Sec'y, Fla. Dep't of Corr.*, 817 Fed.

Appx. 769, 774 (11th Cir. 2020))). We, therefore, affirm the final summary judgment. Affirmed. 4