

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Lupetto, Inc. v. South Bay Developers Group LLC

Lupetto · No. Nos. 3D19-2273 and 3D19-2011 · Decided November 25, 2020

SUMMARY

The Third District Court of Appeal of Florida affirmed the lower court's decision in an appeal involving Lupetto, Inc. and South Bay Developers Group LLC. The court relied on its prior decision in the same case and noted that an action for declaratory judgment may constitute an action to enforce a lease or other written instrument for purposes of awarding attorney's fees.

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed November 25, 2020. Not final until disposition of timely filed motion for rehearing. _____ Nos. 3D19-2273 and 3D19-2011 Lower Tribunal No. 15-13820 _____ Lupetto, Inc., Appellant, vs. South Bay Developers Group LLC, et al., Appellees. Appeals from the Circuit Court for Miami-Dade County, Abby Cynamon, Judge.

Crabtree & Auslander, LLC, and Charles M. Auslander, John G. Crabtree, Linda Ann Wells and Brian C. Tackenberg; Jorge L. Guerra, P.A., and Jorge L. Guerra, for appellant. Waldman Barnett, P.L., and Glen H. Waldman and Michael A. Azre, for appellees.

Before EMAS, C.J., and LINDSEY and GORDO, JJ. PER CURIAM. Affirmed. See Lupetto Inc. v. South Bay Developers Grp. LLC, 302 So. 3d 1061 (Fla. 3d DCA 2020). See also Careers USA, Inc. v. Sanctuary of Boca, Inc., 705 So. 2d 1362, 1364 (Fla. 1998) (“[F]or the purpose of awarding attorney's fees to a prevailing party, a suit for declaratory judgment may constitute an action to enforce the terms and conditions of a lease or other written instrument.”) 2