

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Eugene J. Steppe v. Miami Beach Realty, et al.

No. 3D24-1807 (Fla. 3d DCA July 16, 2025) · No. No. 3D24-1807 · Decided July 16, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed a final judgment in favor of Miami Beach Realty, LLC and Kathrin Rein after a non-jury trial. The court rejected Eugene J. Steppe’s argument that his wife had not signed the relevant sales contract, emphasizing the sufficient competent evidence, the presumption of correctness accorded to trial court findings, and the absence of a trial transcript.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Chief Judge SCALES; Judge LOBREE; Judge GOODEN
JURISDICTION	Florida Third District Court of Appeal
DECIDED	July 16, 2025
DOCKET	No. 3D24-1807
DISPOSITION	affirmed
PROCEDURAL POSTURE	Eugene J. Steppe appealed a final judgment entered for the appellees after a non-jury trial in the Circuit Court for Miami-Dade County.
STANDARD OF REVIEW	In a non-jury trial, the trial court's factual findings are presumed correct and will not be disturbed unless clearly erroneous. A finding is clearly erroneous only when there is no substantial evidence to support it, it is clearly against the weight of the evidence, or it was induced by an erroneous view of the law. The appellate court does not reweigh evidence or reassess witness credibility.
PRECEDENTIAL VALUE	published
PARTIES	Eugene J. Steppe v. Miami Beach Realty, LLC, d/b/a Keller Williams Miami Beach, Kathrin Rein

TOPICS

- standard of review
- appellate procedure
- contracts
- real estate
- civil procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the final judgment was improper because Maria Steppe allegedly did not sign the sales contract with the buyer procured by Miami Beach Realty and Kathrin Rein.
2. Whether the appellate court could reweigh witness credibility or overturn the trial court's factual findings without a trial transcript.

HOLDINGS

1. The final judgment was properly affirmed because the record contained sufficient competent, substantial evidence that Maria Steppe signed the sales contract or that Eugene J. Steppe signed it on her behalf.
2. The appellate court could not reweigh the evidence or reassess witness credibility as determined by the trial court.
3. The absence of a trial transcript prevented Steppe from overcoming the presumption that the trial court's findings and judgment were correct.

KEY QUOTATIONS

“When a cause is tried without a jury, the trial judge’s findings of fact are clothed with a presumption of correctness on appeal, and these findings will not be disturbed unless the appellant can demonstrate that they are clearly erroneous.” (at 1)

“It is not the function of this court to reweigh the evidence and the credibility of the witnesses in the trial court proceedings.” (at 2)

“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.” (at 2)

FACTUAL BACKGROUND

Following a non-jury trial, the circuit court entered final judgment for Miami Beach Realty and Kathrin Rein. Steppe argued that the judgment was improper because his wife, Maria Steppe, had not signed a sales contract with the buyer procured by Miami Beach Realty and Rein. The appellate record contained sufficient competent, substantial evidence that Maria Steppe signed the contract or that Steppe signed it on her behalf, and the appellate court lacked a trial transcript.

PROCEDURAL HISTORY

The circuit court entered final judgment in favor of Miami Beach Realty and Kathrin Rein following a non-jury trial. Steppe appealed, arguing that the judgment was improper because his wife allegedly had not signed the sales contract with the buyer procured by the appellees. The Third District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- J&R United Indus., Inc. v. Miron, 353 So. 3d 1250, 1252 (Fla. 3d DCA 2023)
- Sunshine State Ins. Co. v. Davide, 117 So. 3d 1142, 1144 (Fla. 3d DCA 2013)
- Fito v. Att'y's Title Ins. Fund, Inc., 83 So. 3d 755, 757 (Fla. 3d DCA 2011)
- Citibank, N.A. v. Julien J. Studley, Inc., 580 So. 2d 784, 785-86 (Fla. 3d DCA 1991)
- Zarate v. Deutsche Bank Nat'l Tr. Co., 81 So. 3d 556, 557 (Fla. 3d DCA 2012)
- Applegate v. Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979)
- Balsam v. S. Palm Beach Fin. Corp., 695 So. 2d 1267, 1268 (Fla. 4th DCA 1997)

OPINION

Eugene J. Steppe v. Miami Beach Realty

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed July 16, 2025. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-1807 Lower Tribunal No. 22-20159-CA-01 _____ Eugene J. Steppe, Appellant, vs. Miami Beach Realty, et al., Appellees. An Appeal from the Circuit Court for Miami-Dade County, Peter R. Lopez, Judge. Eugene J. Steppe, in proper person. Lynx Law PLLC and Christopher B. Spuches, for appellees. Before SCALES, C.J., and LOBREE and GOODEN, JJ. PER CURIAM. Eugene J. Steppe appeals a final judgment entered in favor of Miami Beach Realty, LLC, d/b/a Keller Williams Miami Beach (“Miami Beach Realty”) and Kathrin Rein following a non-jury trial. “When a cause is tried without a jury, the trial judge’s findings of fact are clothed with a presumption of correctness on appeal, and these findings will not be disturbed unless the appellant can demonstrate that they are clearly erroneous.” J&R United Indus., Inc. v. Miron, 353 So. 3d 1250, 1252 (Fla. 3d DCA 2023) (quoting Sunshine State Ins. Co. v. Davide, 117 So. 3d 1142, 1144 (Fla. 3d DCA 2013)). “A factual finding made by a trial court in a non-jury trial is clearly erroneous only when there is no substantial evidence to sustain it, it is clearly against the weight of the evidence or it was induced by an erroneous view of the law.” Fito v. Att’y’s Title Ins. Fund, Inc., 83 So. 3d 755, 757 (Fla. 3d DCA 2011). On appeal, Steppe argues final judgment was improper because his wife, Maria Steppe, never signed a sales contract with the buyer procured by Miami Beach Realty and Rein. We find this argument is belied by the record as there is sufficient competent, substantial evidence showing Steppe’s wife signed the sales contract or that Steppe signed the contract on her behalf. Steppe also takes issue with the trial court’s determination as to credibility of the witnesses, but “[i]t is not the function of this court to reweigh the evidence and the credibility of the witnesses in the trial court proceedings.” Citibank, N.A. v. Julien J. Studley, Inc., 580 So. 2d 784, 785– 2 86 (Fla. 3d DCA 1991). Further, our review in this case is hindered

by the lack of a trial transcript. “An appellant has the burden to present a record that will overcome the presumption of the correctness of the trial court’s findings.” *Zarate v. Deutsche Bank Nat’l. Tr. Co.*, 81 So. 3d 556, 557 (Fla. 3d DCA 2012). “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.” *Applegate v. Barnett Bank of Tallahassee*, 377 So. 2d 1150, 1152 (Fla. 1979); see also *Balsam v. S. Palm Beach Fin. Corp.*, 695 So. 2d 1267, 1268 (Fla. 4th DCA 1997) (“[T]he lack of a transcript prevents [the appellate court] from determining whether this issue was properly preserved by objection below.”). As the record is devoid of any evidence to contradict the appropriateness of the final judgment, we are compelled to affirm. Affirmed. 3