

FLORIDA THIRD DISTRICT COURT OF APPEAL

KK-PB Financial, LLC v. Salazar Law, LLP

No. 3D25-0317 · No. No. 3D25-0317 · Decided January 21, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed a summary judgment in favor of Salazar Law, LLP and the other appellees. The per curiam opinion addresses contract formation, mutual assent, consideration, enforcement of unsigned agreements, and Florida usury provisions.

CASE DETAILS

|                       |                                                                                        |
|-----------------------|----------------------------------------------------------------------------------------|
| COURT                 | Florida Third District Court of Appeal                                                 |
| WRITING FOR THE COURT | Per curiam; Fernandez; Gordo; Gooden                                                   |
| JURISDICTION          | Florida Third District Court of Appeal                                                 |
| DECIDED               | January 21, 2026                                                                       |
| DOCKET                | No. 3D25-0317                                                                          |
| DISPOSITION           | affirmed                                                                               |
| PROCEDURAL POSTURE    | Appeal from an order of the Miami-Dade County Circuit Court granting summary judgment. |
| STANDARD OF REVIEW    | De novo review of an order granting summary judgment.                                  |
| PRECEDENTIAL VALUE    | Published opinion                                                                      |
| PARTIES               | KK-PB Financial, LLC v. Salazar Law, LLP, et al.                                       |

TOPICS

- summary judgment
- contract formation
- mutual assent
- contracts
- standard of review

PRACTICE AREAS

- Contracts
- Civil procedure
- Appellate procedure
- Commercial litigation

QUESTIONS PRESENTED

- Whether the circuit court properly granted summary judgment under the de novo standard of review.
- Whether the record established the elements of contract formation, including offer, acceptance, consideration, essential terms, and mutual assent.

3. Whether a party could be bound by an unsigned written contract based on the parties' conduct and performance.
4. Whether the applicable Florida statutory interest-rate provisions governed the claimed interest.
5. Whether the party opposing summary judgment could alter positions taken in prior pleadings, admissions, affidavits, depositions, or testimony to create a disputed issue.

#### **HOLDINGS**

1. The order granting summary judgment was affirmed.
2. Under Florida law, the party seeking to enforce a contract must prove offer, acceptance, consideration, and sufficiently definite essential terms, and mutual assent is a necessary condition of contract formation.
3. A party may be bound by a written contract despite not signing it when mutual assent is shown through other evidence, including the parties' acts or conduct and performance under the contract.
4. The cited Florida statutes establish the applicable statutory limits and default rate rules for interest, including the distinction between amounts below and above \$500,000 and the requirement of a special contract for a contractual interest rate.
5. A party opposing summary judgment may not alter the position taken in prior pleadings, admissions, affidavits, depositions, or testimony merely to create an issue defeating summary judgment.

#### **KEY QUOTATIONS**

*"To prove the existence of a contract under Florida law, the party seeking to enforce the contract must prove offer, acceptance, consideration, and sufficient specification of essential terms."*

*"Mutual assent is an absolute condition precedent to the formation of the contract."*

*"A contract may be binding on a party despite the absence of a party's signature."*

*"A party opposing a motion for summary judgment will not be permitted to alter the position of his previous pleadings, admissions, affidavits, depositions or testimony in order to defeat a summary judgment."*

#### **FACTUAL BACKGROUND**

The opinion contains no detailed factual recitation. The appeal apparently concerned whether the parties formed and performed under an enforceable agreement and whether the agreement or related interest provisions complied with Florida law. The court resolved the appeal by affirming the summary judgment and citing authorities addressing mutual assent, consideration, unsigned written contracts, contract performance, interest-rate limits, and the prohibition against changing a party's prior position to avoid summary judgment.

#### **PROCEDURAL HISTORY**

KK-PB Financial, LLC appealed a circuit-court summary-judgment ruling in favor of Salazar Law, LLP and the other appellees. The Third District Court of Appeal affirmed in a brief per curiam opinion, relying on authorities

concerning de novo review, contract formation, mutual assent, consideration, unsigned contracts, usury, and summary judgment.

## DISPOSITION

affirmed

## CASES CITED

- United Auto. Ins. Co. v. ISOT Med. Ctr. Corp., 337 So. 3d 81, 83 (Fla. 3d DCA 2021)
- CEFCO v. Odom, 278 So. 3d 347, 352 (Fla. 1st DCA 2019)
- Gibson v. Courtois, 539 So. 2d 459, 460 (Fla. 1989)
- Eglin Fed. Credit Union v. Baird, 400 So. 3d 643, 646 (Fla. 1st DCA 2024)
- Ferguson v. Carnes, 125 So. 3d 841, 842 (Fla. 4th DCA 2013)
- Gateway Cable T.V., Inc. v. Vikoa Constr. Corp., 253 So. 2d 461, 463 (Fla. 1st DCA 1971)
- Integrated Health Services of Green Briar, Inc. v. Lopez-Silvero, 827 So. 2d 338 (Fla. 3d DCA 2002)
- WPB, Ltd. v. Supran, 720 So. 2d 1091, 1092 (Fla. 4th DCA 1998)
- Home Loan Co., Inc. of Boston v. Sloane Co. of Sarasota, 240 So. 2d 526, 526 (Fla. 2d DCA 1970)
- Gooding v. Univ. Hosp. Bldg., Inc., 445 So. 2d 1015, 1018 (Fla. 1984)
- Prosser, Law of Torts § 41 (4th ed. 1971)

## 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. 3D25-0317 Lower Tribunal No. 20-10393-CA-01 \_\_\_\_\_ KK-PB Financial, LLC, Appellant, vs. Salazar Law, LLP, et al., Appellees. An Appeal from the Circuit Court for Miami-Dade County, Thomas J. Rebull, Judge.

Zink, Zink, and Zink Co., L.P.A, and Larry A. Zink (Hillsboro Beach), for appellant. Cole, Scott & Kissane, P.A., and Scott A. Cole and Francesca Stein, for appellees. Before FERNANDEZ, GORDO and GOODEN, JJ. PER CURIAM. Affirmed. See United Auto. Ins. Co. v. ISOT Med. Ctr. Corp., 337 So. 3d 81, 83 (Fla. 3d DCA 2021) (holding the standard of review on orders granting summary judgment is de novo); CEFCO v. Odom, 278 So.

3d 347, 352 (Fla. 1st DCA 2019) (“To prove the existence of a contract under Florida law, the party seeking to enforce the contract must prove offer, acceptance, consideration, and sufficient specification of essential terms.”); Gibson v. Courtois, 539 So. 2d 459, 460 (Fla. 1989) (“Mutual assent is an absolute condition precedent to the formation of the contract.”); Eglin Fed.

Credit Union v. Baird, 400 So. 3d 643, 646 (Fla. 1st DCA 2024) (providing mutual assent can be evidenced by a contract signed by both parties or “shown through other means, such as acts or conduct of the parties.”); Ferguson v. Carnes, 125 So. 3d 841, 842 (Fla. 4th DCA 2013) (“Promises have long been recognized as valid consideration in forming a contract.”); Gateway Cable T.V., Inc. v. Vikoa Constr.

Corp., 253 So. 2d 461, 463 (Fla. 1st DCA 1971) (“A contract may be binding on a party despite the absence of a party’s signature.”); Integrated Health Services of Green Briar, Inc. v. Lopez-Silvero, 827 So. 2d 338 (Fla. 3d DCA 2002) (holding a party that does not sign a written contract is bound by it if both parties perform under the contract); § 687.03, Fla. Stat. (2013) (sets the maximum interest rate permitted by law to be 18% per annum for amounts under \$500,000); § 687.03(1), Fla. Stat. 2 (2013) (for amounts or values exceeding \$500,000, it is not usurious or unlawful unless the interest rate exceeds the rate prescribed in section 687.071(2), which is 25% per annum); § 687.01, Fla. Stat. (2013) (provides that “[i]n all cases where interest shall accrue without a special contract for the rate thereof, the rate is the rate provided for in s. 55.03.”) (emphasis added); WPB, Ltd. v. Supran, 720 So.

2d 1091, 1092 (Fla. 4th DCA 1998) (finding a “special contract” is “always an express contract, ‘one whose provisions are expressed and not dependent on implication.’”); Home Loan Co., Inc. of Boston v. Sloane Co. of Sarasota, 240 So. 2d 526, 526 (Fla. 2d DCA 1970) (“A party opposing a motion for summary judgment will not be permitted to alter the position of his previous pleadings, admissions, affidavits, depositions or testimony in order to defeat a summary judgment.”); Gooding v. Univ.

Hosp. Bldg., Inc., 445 So. 2d 1015, 1018 (Fla. 1984) (“[W]hen the matter remains one of pure speculation or conjecture, or the probabilities are at best evenly balanced, it becomes the duty of the court to [grant summary judgment].”) (quoting Prosser, Law of Torts § 41 (4th Ed. 1971)). 3