

DISTRICT COURT OF APPEAL OF FLORIDA, SECOND DISTRICT

**The Law Offices of Kevin C. Ambler, P.A., d/b/a Ambler Law Group
v. Bayfront Same Day Surgery Center, LLC; Bayfront Anesthesia
Services, P.A.; Bayfront Medical Center, Inc.; Michael J. Antonelli,
D.O.; Jeffrey I. Marder, M.D.; Robert Lynn Swymer, CRNA; Trina
Leanne Antonelli, CRNA; Sang Hee Lee, CRNA; Maria S.
Prushinski, R.N.; Rachael Tejedor, R.N.; Linnea N. Stewart, R.N.;
Michael J. Soltis, R.N.; Donald Black, R.N.; Ernest Dwayne Davis, by
and through Nicole A. Davis, as plenary guardian of Ernest Dwayne
Davis, a judicially adjudicated mentally incapacitated adult; and
Nicole A. Davis, individually, as the spouse of Ernest Dwayne Davis**

No. 2D2024-1634 (Fla. 2d DCA July 18, 2025) · No. 2D2024-1634 · Decided July 18, 2025

SUMMARY

The Florida Second District Court of Appeal affirmed an order granting summary judgment against Ambler Law Group's charging-lien claim based on its written fee contract with Ernest Dwayne Davis and Nicole A. Davis. The court remanded with instructions to strike the provision directing immediate disbursement of trust funds because Ambler Law Group's separate quantum meruit claim remained pending.

CASE DETAILS

COURT	District Court of Appeal of Florida, Second District
WRITING FOR THE COURT	Morris, J.; Northcutt, J.; Villanti, J.
JURISDICTION	District Court of Appeal of Florida, Second District
DECIDED	July 18, 2025
DOCKET	2D2024-1634
DISPOSITION	affirmed
PROCEDURAL POSTURE	Interlocutory appeal under Florida Rule of Appellate Procedure 9.130 from an order granting summary judgment on the appellant law firm's charging-lien claim based on a written contract and directing immediate disbursement of funds held in trust.

STANDARD OF REVIEW	Not expressly stated in the opinion.
PRECEDENTIAL VALUE	Published opinion
PARTIES	The Law Offices of Kevin C. Ambler, P.A., d/b/a Ambler Law Group v. Bayfront Same Day Surgery Center, LLC, Bayfront Anesthesia Services, P.A., Bayfront Medical Center, Inc., Michael J. Antonelli, D.O., Jeffrey I. Marder, M.D., Robert Lynn Swymer, CRNA, Trina Leanne Antonelli, CRNA, Sang Hee Lee, CRNA, Maria S. Prushinski, R.N., Rachael Tejedor, R.N., Linnea N. Stewart, R.N., Michael J. Soltis, R.N., Donald Black, R.N., Ernest Dwayne Davis, by and through Nicole A. Davis, as plenary guardian of Ernest Dwayne Davis, a judicially adjudicated mentally incapacitated adult, Nicole A. Davis, individually, as the spouse of Ernest Dwayne Davis

TOPICS

summary judgment

quantum meruit

appellate procedure

attorney fees

contracts

PRACTICE AREAS

appellate procedure

civil procedure

contracts

attorney fees

remedies

QUESTIONS PRESENTED

1. Whether the order granting summary judgment on Ambler Law Group's charging-lien claim based on the written contract should be affirmed.
2. Whether the order could direct immediate disbursement of funds held in trust when Ambler Law Group's quantum-meruit claim remained unresolved.

HOLDINGS

1. The order granting summary judgment on Ambler Law Group's charging-lien claim based on the written contract with Ernest Dwayne Davis and Nicole A. Davis is affirmed.
2. The order must be modified to strike the provision directing immediate disbursement of the funds held in trust because Ambler Law Group's quantum-meruit claim remained pending and the parties agreed that the funds should not be released until that claim was resolved.

KEY QUOTATIONS

“We affirm the order granting the motion for summary judgment on Ambler Law Group's charging lien claim based on the written contract with appellees Ernest Dwayne Davis and Nicole A. Davis.”

“Accordingly, we remand with instructions for the trial court to strike the portion of the order that directs the immediate disbursement of the funds being held in trust.”

“Affirmed; remanded with instructions.”

FACTUAL BACKGROUND

Ambler Law Group asserted a charging lien for attorney fees against Ernest Dwayne Davis and Nicole A. Davis based on a written contract. The firm also asserted an amended charging-lien claim under a quantum-meruit theory. Funds were being held in trust, and the Davises conceded that the quantum-meruit claim remained pending and that the funds should not be released until that claim was resolved.

PROCEDURAL HISTORY

The Circuit Court for Pinellas County entered an order granting summary judgment against Ambler Law Group on its charging-lien claim based on a written contract with Ernest Dwayne Davis and Nicole A. Davis and directing immediate disbursement of funds held in trust. The law firm appealed. On clarification, the Second District affirmed the summary-judgment ruling but remanded with instructions to strike the portion of the order directing immediate disbursement because the firm's quantum-meruit claim remained pending.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

Remand to the trial court to strike the portion of the order directing the immediate disbursement of the funds being held in trust.

CASES CITED

- King v. Young, Berkman, Berman & Karpf, P.A., 709 So. 2d 572, 574 (Fla. 3d DCA 1998)

OPINION

PER CURIAM.

DISTRICT COURT OF APPEAL OF FLORIDA SECOND DISTRICT THE LAW OFFICES OF KEVIN C. AMBLER, P.A., d/b/a AMBLER LAW GROUP, Appellant, v. BAYFRONT SAME DAY SURGERY CENTER, LLC; BAYFRONT ANESTHESIA SERVICES, P.A.; BAYFRONT MEDICAL CENTER, INC.; MICHAEL J. ANTONELLI, D.O.; JEFFREY I. MARDER, M.D.; ROBERT LYNN SWYMER, CRNA; TRINA LEANNE ANTONELLI, CRNA.; SANG HEE LEE, CRNA; MARIA S. PRUSHINSKI, R.N.; RACHAEL TEJEDOR, R.N.; LINNEA N. STEWART, R.N.; MICHAEL J. SOLTIS, R.N.; DONALD BLACK, R.N.; and ERNEST DWAYNE DAVIS, by and through NICOLE A. DAVIS, as plenary guardian of ERNEST DWAYNE DAVIS, a judicially adjudicated mentally incapacitated adult, and NICOLE A. DAVIS, individually, as the spouse of ERNEST DWAYNE DAVIS, Appellees.

No. 2D2024-1634 July 18, 2025 BY ORDER OF THE COURT: The appellant's motion for clarification is granted. The opinion issued on April 2, 2025, is withdrawn, and the following

opinion is substituted therefor. The appellant's motion for rehearing is denied, and no further motions for rehearing will be entertained. I HEREBY CERTIFY THE FOREGOING IS A TRUE COPY OF THE ORIGINAL COURT ORDER.

MARY ELIZABETH KUENZEL CLERK 2 DISTRICT COURT OF APPEAL OF FLORIDA SECOND DISTRICT THE LAW OFFICES OF KEVIN C. AMBLER, P.A., d/b/a AMBLER LAW GROUP, Appellant, v. BAYFRONT SAME DAY SURGERY CENTER, LLC; BAYFRONT ANESTHESIA SERVICES, P.A.; BAYFRONT MEDICAL CENTER, INC.; MICHAEL J. ANTONELLI, D.O.; JEFFREY I. MARDER, M.D.; ROBERT LYNN SWYMER, CRNA; TRINA LEANNE ANTONELLI, CRNA; SANG HEE LEE, CRNA; MARIA S. PRUSHINSKI, R.N.; RACHAEL TEJEDOR, R.N.; LINNEA N. STEWART, R.N.; MICHAEL J. SOLTIS, R.N.; DONALD BLACK, R.N.; ERNEST DWAYNE DAVIS, by and through NICOLE A. DAVIS, as plenary guardian of ERNEST DWAYNE DAVIS, a judicially adjudicated mentally incapacitated adult; and NICOLE A. DAVIS, individually, as the spouse of ERNEST DWAYNE DAVIS, Appellees.

No. 2D2024-1634 July 18, 2025 Appeal pursuant to Fla. R. App. P. 9.130 from the Circuit Court for Pinellas County; Thomas M. Ramsberger, Judge. Samuel J. Salario, Jr., and Caroline May Poor of Lawson Huck Gonzalez, PLLC, Tampa, for Appellant. Isaac R. Ruiz-Carus, Mac A. Greco, Jr., and Andrew J. Wozniak of Greco, Wozniak, & Ruiz-Carus, P.A., Tampa, for Appellees Ernest Dwayne Davis, by and through Nicole A. Davis, as plenary guardian of Ernest Dwayne Davis, a judicially adjudicated mentally incapacitated adult, and Nicole A. Davis, individually, as the spouse of Ernest Dwayne Davis.

No appearance for remaining Appellees. MORRIS, Judge. We affirm the order granting the motion for summary judgment on Ambler Law Group's charging lien claim based on the written contract with appellees Ernest Dwayne Davis and Nicole A. Davis.¹ However, Ambler Law Group's amended notice of charging lien asserted a claim based on the theory of quantum meruit, and the Davises conceded at oral argument that the order on appeal does not address Ambler Law Group's claim for fees based on the theory of quantum meruit, that Ambler Law Group has a pending claim against the Davises for quantum meruit, and that the funds held in trust should not be released until that claim for quantum meruit is resolved.

See, e.g., *King v. Young*, Berkman, Berman & Karpf, P.A., 709 So. 2d 572, 574 (Fla. 3d DCA 1998) (holding that when a fee agreement between an attorney and client is unenforceable, "the attorney is entitled to recover on the basis of quantum meruit").

Accordingly, we remand with instructions for the trial court to strike the portion of the order that directs the immediate disbursement of the funds being held in trust. Affirmed; remanded with instructions. NORTH CUTT and VILLANTI, JJ., Concur. 1 We have jurisdiction pursuant to

Florida Rule of Appellate Procedure 9.130(a)(3)(C)(ii). 2 Opinion subject to revision prior to official publication.

3

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