

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

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 The opinion issued on April 2, 2025, is withdrawn, and the following opinion is substituted therefor.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.