

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Elvis Cruz v. City of Miami

387 So. 3d 348 (Fla. 3d DCA 2026) · No. No. 3D24-2199 · Decided May 20, 2026

SUMMARY

The Florida Third District Court of Appeal affirmed the lower court's decision in an appeal involving nominal damages and an alleged breach. The court cited Florida precedent regarding the availability of nominal damages when a breach is proven but recoverable damages are not established.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Logue; Miller; Gooden
JURISDICTION	Florida Third District Court of Appeal
DECIDED	May 20, 2026
DOCKET	No. 3D24-2199
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from the Circuit Court for Miami-Dade County.
PRECEDENTIAL VALUE	Published opinion; precedential value not otherwise specified in the opinion.
PARTIES	Elvis Cruz v. City of Miami, et al.

TOPICS

- breach of contract
- damages
- remedies
- appellate procedure

PRACTICE AREAS

- Contract law
- Remedies
- Appellate procedure
- Municipal law

QUESTIONS PRESENTED

- Whether the circuit court's disposition should be affirmed in light of the rule that nominal damages may be awarded upon a finding of breach.

HOLDINGS

1. A fact finder may award nominal damages upon a finding of a breach, including where a contract has been breached but recoverable damages were not proven.

KEY QUOTATIONS

“A fact finder may award nominal damages upon a finding of a breach.” (at 2)

“While nominal damages can be awarded when a legal wrong has been proven, but the aggrieved party suffered no damages, or where, e.g., a contract has been breached, but for one reason or another recoverable damages were not proven, such is not the case here.” (at 2)

FACTUAL BACKGROUND

The opinion provides no substantive factual background. It indicates that the appeal involved a claimed legal wrong or contract breach and the availability of nominal damages, but does not describe the underlying facts or the damages sought in detail.

PROCEDURAL HISTORY

Elvis Cruz appealed a decision of the Circuit Court for Miami-Dade County. The Third District Court of Appeal affirmed without further explanation, citing Florida cases concerning nominal damages for breach of contract.

DISPOSITION

affirmed

CASES CITED

- Inspired Capital, LLC v. Howell, 387 So. 3d 348, 352 (Fla. 3d DCA 2023)
- Continuum Condo. Ass’n, Inc. v. Continuum VI, Inc., 549 So. 2d 1125, 1127 (Fla. 3d DCA 1989)

OPINION

Elvis Cruz v. City of Miami

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed May 20, 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-2199 Lower Tribunal No. 21-10716-CA-01 _____ Elvis Cruz, Appellant, vs. City of Miami, et al., Appellees. An Appeal from the Circuit Court for Miami-Dade County, Migna Sanchez-Llorens, Judge. David J. Winker, P.A., and David J. Winker, for appellant. George K. Wysong, III, City Attorney, Eric J. Eves, Assistant City Attorney Supervisor and Marguerite C. Snyder, Assistant City Attorney, for appellee City of Miami. Before LOGUE, MILLER and GOODEN, JJ. PER CURIAM. Affirmed. See Inspired Capital, LLC v. Howell, 387 So. 3d 348, 352 (Fla. 3d DCA 2023) (“A fact finder may award nominal damages upon a finding of a breach.”) (emphasis added); Continuum Condo. Ass’n, Inc. v. Continuum VI, Inc., 549 So. 2d 1125, 1127 (Fla. 3d

DCA 1989) (“While nominal damages can be awarded when a legal wrong has been proven, but the aggrieved party suffered no damages, or where, e.g., a contract has been breached, but for one reason or another recoverable damages were not proven, such is not the case here.”) (citations omitted). 2

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