

FLORIDA THIRD DISTRICT COURT OF APPEAL

U.S. Alliance Management Corp. v. Apeiron Miami, LLC

No. 3D24-74 · No. No. 3D24-74 · Decided June 18, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed a final summary judgment in favor of Apeiron Miami, LLC, holding that Apeiron’s tender of the worthless check amount, service charge, court costs, and incurred bank fees before the hearing satisfied section 68.065(6), Florida Statutes. The court dismissed the challenge to a post-judgment attorney’s-fee entitlement order because no notice of appeal or amended notice of appeal was directed to that order and the order was not ripe for review.

CASE DETAILS

COURT	Florida Third District Court of Appeal
WRITING FOR THE COURT	Logue, C.J.; Miller, J.; Lobree, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 18, 2025
DOCKET	No. 3D24-74
DISPOSITION	other
PROCEDURAL POSTURE	U.S. Alliance Management Corporation appealed the trial court's entry of final summary judgment in favor of Apeiron Miami, LLC and challenged a post-judgment order determining Apeiron's entitlement to attorney's fees.
PRECEDENTIAL VALUE	Published opinion
PARTIES	U.S. Alliance Management Corp., d/b/a U.S. Security v. Apeiron Miami, LLC

TOPICS

- summary judgment
- appellate jurisdiction
- attorney fees
- statutory interpretation
- civil procedure

PRACTICE AREAS

- commercial litigation
- civil procedure
- appellate procedure
- remedies

QUESTIONS PRESENTED

1. Whether Apeiron's pre-hearing tender of the worthless check, service charge, court costs, and incurred bank fees satisfied the worthless-check claim under section 68.065(6), Florida Statutes.
2. Whether the appellate court had jurisdiction to review the post-judgment order determining Apeiron's entitlement to attorney's fees when no notice of appeal or amended notice of appeal was directed to that order.
3. Whether an order determining entitlement to attorney's fees, without determining the amount of fees or costs, is ripe for appellate review.

HOLDINGS

1. A tender made before the hearing of an amount equal to the worthless check, service charge, court costs, and incurred bank fees satisfied the worthless-check claim and supported final summary judgment in Apeiron's favor.
2. The portion of the appeal challenging the post-judgment order determining Apeiron's entitlement to attorney's fees was dismissed because no notice of appeal or amended notice of appeal was directed to that order; independently, the order was not ripe for review because it did not determine the amount of fees or costs.

KEY QUOTATIONS

“Because the trial court properly found Apeiron tendered to U.S. Security an amount of money equal to the sum of the worthless check, the service charge, court costs and incurred bank fees “before the hearing,” in satisfaction of the worthless check count, we affirm.” (at 1)

“An order granting entitlement to attorney’s fees but not determining the amount of fees or costs is a non-final, non-appealable order, and such an order is subject to dismissal for lack of jurisdiction.” (at 2)

FACTUAL BACKGROUND

U.S. Alliance Management Corporation, doing business as U.S. Security, pursued a worthless-check claim against Apeiron Miami, LLC. Before the hearing, Apeiron tendered an amount equal to the worthless check, the statutory service charge, court costs, and incurred bank fees. The trial court entered final summary judgment for Apeiron and later determined that Apeiron was entitled to attorney's fees.

PROCEDURAL HISTORY

The Circuit Court for Miami-Dade County entered final summary judgment for Apeiron after finding that Apeiron tendered the amount required to satisfy the worthless-check claim before the hearing. The trial court subsequently entered an order determining Apeiron's entitlement to attorney's fees. The Third District affirmed the summary judgment in part and dismissed the portion of the appeal concerning attorney's fees.

DISPOSITION

other

CASES CITED

- F & A Dairy Prods., Inc. v. Imperial Food Distribs., Inc., 798 So. 2d 803, 804 (Fla. 4th DCA 2001)
- Krontz v. Feiler, 553 So. 2d 1302, 1303 (Fla. 3d DCA 1989)
- Dunaj v. Worley, 400 So. 3d 756 (Fla. 3d DCA 2024)
- Yampol v. Turnberry Isle S. Condo. Ass’n, 250 So. 3d 835, 837 (Fla. 3d DCA 2018)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed June 18, 2025. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-74 Lower Tribunal No. 19-37239 _____ U.S. Alliance Management Corp., etc., Appellant, vs. Apeiron Miami, LLC, etc., Appellee. An Appeal from the Circuit Court for Miami-Dade County, Charles Kenneth Johnson, Judge.

Michael P. Reitzell, P.A., and Michael P. Reitzell (West Palm Beach), for appellant. Stok Kon + Braverman and Yosef Kudan and David I. Rosenblatt (Ft. Lauderdale), for appellee. Before LOGUE, C.J., and MILLER and LOBREE, JJ. PER CURIAM. U.S. Alliance Management Corporation, d/b/a U.S. Security (“U.S. Security”), appeals the trial court’s entry of final summary judgment in favor of appellee Apeiron Miami, LLC (“Apeiron”).

Because the trial court properly found Apeiron tendered to U.S. Security an amount of money equal to the sum of the worthless check, the service charge, court costs and incurred bank fees “before the hearing,” in satisfaction of the worthless check count, we affirm. See § 68.065(6), Fla. Stat. (2018); see also F & A Dairy Prods., Inc. v. Imperial Food Distribs., Inc., 798 So.

2d 803, 804 (Fla. 4th DCA 2001) (“Tendering the sum to the court would, in our view, constitute good faith compliance with the statute and would preclude a claim for treble damages.” (quoting Krontz v. Feiler, 553 So. 2d 1302, 1303 (Fla. 3d DCA 1989))).

As to that portion of the appeal challenging a post-judgment order determining that Apeiron is entitled to recover attorney’s fees,¹ we dismiss because no notice of appeal or amended notice of appeal was filed directed to that order, see Dunaj v. Worley, 400 So. 3d 756 (Fla. 3d DCA 2024), and, in any event, such an order is not ripe for review. See Yampol v. Turnberry Isle S. Condo.

Ass’n, 250 So. 3d 835, 837 (Fla. 3d DCA 2018) (“An order granting entitlement to attorney’s fees but not determining the amount of fees or costs ¹ While we express no opinion on the arguments raised on the issue, we note that section 68.065(6) expressly provides: “Other provisions notwithstanding, the maker or drawer is liable to the payee for all attorney fees and collection costs incurred by payee as a result of the payee’s claim.” ² is a non-final, non-appealable order, and such an order is subject to dismissal for lack of jurisdiction.”).

After careful review of the remaining arguments raised by U.S. Security, we affirm without further discussion. Affirmed in part; dismissed in part. 3

Retrieved from lawtools.ai · <https://lawtools.ai/cases/state/florida-third-district-court-of-appeal-florida-third-district-court-of-appeal/2025/u-s-alliance-management-corp-v-apeon-miami-llc-jji91rxc>