

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Jorge Alvarez, Jr. v. Gonzalo Gamba

319 So. 3d 724 (Fla. 3d DCA 2025) · No. No. 3D24-0633; Lower Tribunal No. 22-25904-CC-25 · Decided June 18, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed final summary judgment for condominium buyers in a breach-of-contract and unjust-enrichment action arising from a failed residential-unit sale. The court held that the buyers’ statutory right to void the agreement continued until closing and that the sellers’ failure to respond to the summary judgment motion permitted the trial court to treat the asserted facts as undisputed. The court dismissed as premature the portion of the appeal concerning attorney’s-fee entitlement.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	EMAS, J.; SCALES, J.; GOODEN, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 18, 2025
DOCKET	No. 3D24-0633; Lower Tribunal No. 22-25904-CC-25
DISPOSITION	other
PROCEDURAL POSTURE	Sellers appealed a final summary judgment entered for Buyers in an action alleging breach of contract and unjust enrichment arising from a failed condominium sale. Sellers did not respond to Buyers' summary judgment motion or submit opposing evidence.
STANDARD OF REVIEW	De novo review of the grant of summary judgment.
PRECEDENTIAL VALUE	published
PARTIES	Jorge Alvarez, Jr., et al. v. Gonzalo Gamba, et al.

TOPICS

- summary judgment
- breach of contract
- contracts
- statutory interpretation
- appellate jurisdiction

PRACTICE AREAS

- contract law
- real estate law
- civil procedure
- appellate procedure

QUESTIONS PRESENTED

1. Whether the trial court properly granted summary judgment for the Buyers on the Sellers' claims arising from the failed condominium transaction.
2. Whether the appellate court had jurisdiction to review the trial court's determination that the Buyers were entitled to attorney's fees when the amount of fees had not yet been fixed.

HOLDINGS

1. The trial court properly granted summary judgment in favor of the Buyers and entered final summary judgment.
2. The court lacked jurisdiction to review the portion of the summary judgment determining entitlement to attorney's fees because the trial court had not fixed the amount of fees; that portion of the appeal was dismissed as premature and without prejudice.

KEY QUOTATIONS

“BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING” (at 2)

“Specifically, it is incumbent upon the nonmoving party to come forward with evidentiary material demonstrating that a genuine issue of fact exists as to an element necessary for the non-movant to prevail at trial.” (at 2-3)

FACTUAL BACKGROUND

The parties entered into a contract for the sale and purchase of a residential condominium unit in Miami. The transaction failed, and the Sellers sued the Buyers for breach of contract and unjust enrichment. The Buyers moved for summary judgment, but the Sellers filed no response or evidence in opposition.

PROCEDURAL HISTORY

Jorge and Diana Alvarez sued Gonzalo and Cira Gamba after the failed residential condominium transaction. The Buyers moved for summary judgment, and the Sellers filed neither a response nor opposing evidence. The County Court for Miami-Dade County granted summary judgment for the Buyers and later denied rehearing. The Third District affirmed the final summary judgment but dismissed as premature the portion of the appeal concerning attorney-fee entitlement because the amount of fees had not been fixed.

DISPOSITION

other

REMAND INSTRUCTIONS

The attorney-fee issue was dismissed without prejudice to seeking appellate review after the trial court enters a final order determining both entitlement to attorney's fees and the amount.

CASES CITED

- Priority Med. Ctrs., LLC v. Allstate Ins. Co., 319 So. 3d 724, 726 (Fla. 3d DCA 2021)
- Volusia Cnty. v. Aberdeen at Ormond Beach, L.P., 760 So. 2d 126 (Fla. 2000)
- Bydalek v. Saenz, 368 So. 3d 508, 511 (Fla. 3d DCA 2023)
- Aria on the Bay Condo. Ass'n, Inc. v. Bayshore Plaza I, LLC, 394 So. 3d 95, 96 (Fla. 3d DCA 2024)
- Lloyd S. Meisels, P.A. v. Dobrofsky, 341 So. 3d 1131, 1136 (Fla. 4th DCA 2022)
- Acosta v. Tower Hill Signature Ins. Co., 245 So. 3d 882, 883 (Fla. 3d DCA 2018)
- Diaz v. Citizens Prop. Ins. Corp., 227 So. 3d 735, 736-37 (Fla. 3d DCA 2017)

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