

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Javier Alonso-Llamazares, M.D. v. International Dermatology Research, Inc.

Alonso-Llamazares · No. No. 3D20-0985 · Decided January 19, 2022

SUMMARY

The Florida Third District Court of Appeal affirmed findings that a physician's non-compete agreement was enforceable and that the requirements for a temporary injunction were established. The court held that the agreement's express survival provision preserved the non-compete restriction after the agreement expired and that the restriction was triggered by the physician's later termination. It reversed and remanded because the injunction order failed to describe in reasonable detail the restrained acts as required by Florida Rule of Civil Procedure 1.610(c).

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Lobree, J.; Hendon, J.; Miller, J.
JURISDICTION	Florida
DECIDED	January 19, 2022
DOCKET	No. 3D20-0985
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a nonfinal order granting a temporary injunction enforcing a noncompete agreement and from the denial of a motion for reconsideration.
STANDARD OF REVIEW	Review of a temporary-injunction order is hybrid: factual findings are reviewed for abuse of discretion or competent, substantial evidence, legal conclusions are reviewed de novo, and discretionary decisions are reviewed for abuse of discretion. The appellant bears a heavy burden because the trial court's ruling is presumed correct.
PRECEDENTIAL VALUE	Published Florida Third District Court of Appeal opinion; precedential within the court's jurisdiction subject to later treatment.
PARTIES	Javier Alonso-Llamazares, M.D. v. International Dermatology Research, Inc.

TOPICS

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QUESTIONS PRESENTED

1. Whether the noncompete provision survived expiration of the agreement when Dr. Alonso continued working for IDR after the stated contractual term.
2. Whether the noncompete provision was supported by a legitimate business interest and was otherwise enforceable under section 542.335, Florida Statutes.
3. Whether IDR established the requirements for a temporary injunction.
4. Whether the temporary injunction was facially deficient because it failed to describe in reasonable detail the acts restrained as required by Florida Rule of Civil Procedure 1.610(c).
5. Whether an unpreserved challenge to the reasonableness of the covenant's area and line of business could be considered on appeal.

HOLDINGS

1. An express contractual provision stating that the covenants in Section 12 survive expiration or termination of the agreement caused the noncompete provision to remain effective after the agreement's December 31, 2017 expiration, with the two-year restrictive period triggered by IDR's later termination of Dr. Alonso's employment.
2. The trial court properly found that IDR established at least one legitimate business interest—substantial relationships with specific existing customers—supporting enforcement of the restrictive covenant.
3. The court affirmed without discussion the trial court's determination that the requirements for a temporary injunction were satisfied.
4. The temporary injunction was facially deficient because it did not describe in reasonable detail the acts from which Dr. Alonso was restrained.
5. The court declined to consider Dr. Alonso's argument that IDR failed to establish the reasonableness of the covenant's area and line of business because he did not raise that specific contention below.

KEY QUOTATIONS

“Given the above principles, we conclude that the express language of section 12.4 shows that the parties intended the non-compete provision contained in section 12.1 to remain effective after the Agreement’s expiration.” (at 20)

“Here, the trial court failed to set forth in reasonable detail the act or acts Dr. Alonso is enjoined from performing.” (at 27)

“Accordingly, we reverse the temporary injunction in part with directions to the trial court to “describe in reasonable detail the act or acts restrained.”” (at 27-28)

FACTUAL BACKGROUND

IDR and Dr. Alonso entered into an agreement under which IDR provided management services for his dermatology practice and he conducted clinical research for IDR. The agreement contained a two-year post-term noncompete and nonsolicitation provision and expressly stated that the Section 12 covenants survived expiration or termination of the agreement. Although the agreement's term was extended through December 31, 2017, Dr. Alonso continued working for IDR until IDR terminated his services effective November 1, 2019. He began operating Driven Research on January 2, 2020, conducting clinical trials and competing with IDR, and evidence showed that he solicited at least one IDR client.

PROCEDURAL HISTORY

After IDR terminated Dr. Alonso's employment, it sued him for breach of contract and tortious interference and sought emergency injunctive relief based on his alleged competition and solicitation of IDR customers. Following an evidentiary hearing, the circuit court found the restrictive covenant enforceable, found the requirements for a temporary injunction satisfied, and granted the injunction. The Third District affirmed those determinations but reversed because the injunction did not describe the restrained acts in reasonable detail as required by Florida Rule of Civil Procedure 1.610(c), remanding for correction of the injunction.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The trial court must revise the temporary injunction to describe in reasonable detail the act or acts restrained, without relying on a pleading or another document. The temporary injunction is otherwise affirmed.

CASES CITED

- Gainesville Woman Care, LLC v. State, 210 So. 3d 1243, 1258 (Fla. 2017)
- Fla. High Sch. Athletic Ass'n v. Rosenberg ex rel. Rosenberg, 117 So. 3d 825, 826 (Fla. 4th DCA 2013)
- Fla. Dep't of Health v. Florigrown, LLC, 317 So. 3d 1101, 1110 (Fla. 2021)
- Briceño v. Bryden Invs., Ltd., 973 So. 2d 614, 616 (Fla. 3d DCA 2008)
- Perry & Co. v. First Sec. Ins. Underwriters, Inc., 654 So. 2d 671, 671 (Fla. 3d DCA 1995)
- Atomic Tattoos, LLC v. Morgan, 45 So. 3d 63, 64-65 (Fla. 2d DCA 2010)
- Ansaarie v. First Coast Cardiovascular Inst., P.A., 252 So. 3d 287, 290-91 (Fla. 1st DCA 2018)
- White v. Mederi Caretenders Visiting Servs. of Se. Fla., LLC, 226 So. 3d 774, 777 n.1, 779, 783, 786 (Fla. 2017)
- Zupnik v. All Fla. Paper, Inc., 997 So. 2d 1234, 1238 (Fla. 3d DCA 2008)
- Sanz v. R.T. Aerospace Corp., 650 So. 2d 1057, 1059 (Fla. 3d DCA 1995)

- St. Johns Inv. Mgmt. Co. v. Albaneze, 22 So. 3d 728, 732-33 (Fla. 1st DCA 2009)
- Brenner v. Barco Chems. Div., Inc., 209 So. 2d 277, 278 (Fla. 3d DCA 1968)
- Storz Broadcasting Co. v. Courtney, 178 So. 2d 40, 41 n.2 (Fla. 3d DCA 1965)
- Century 21 Real Est. of S. Fla., Inc. v. Braun & May Realty, Inc., 706 So. 2d 878, 879 (Fla. 3d DCA 1997)
- Beach Towing Servs., Inc. v. Sunset Land Assocs., LLC, 278 So. 3d 857, 861 (Fla. 3d DCA 2019)
- F.B. v. State, 852 So. 2d 226, 229 (Fla. 2003)
- Steinhorst v. State, 412 So. 2d 332, 338 (Fla. 1982)
- Winchel v. PennyMac Corp., 222 So. 3d 639, 644 (Fla. 2d DCA 2017)
- Coscia v. Old Fla. Plantation, Ltd., 828 So. 2d 488, 490 (Fla. 2d DCA 2002)
- Clark v. Allied Assocs., Inc., 477 So. 2d 656, 658 (Fla. 5th DCA 1985)
- Osmo Tec SACV Co. v. Crane Env't, Inc., 884 So. 2d 324, 326-27 (Fla. 2d DCA 2004)
- Merrill Lynch Tr. Co. v. Alzheimer's Lifeliners Ass'n, 832 So. 2d 948, 954 (Fla. 2d DCA 2002)
- Penzell v. M & M Constr. Grp. Corp., 915 So. 2d 194, 196 (Fla. 3d DCA 2005)
- Tarantola v. Henghold, 233 So. 3d 508, 510 (Fla. 1st DCA 2017)
- Angelino v. Santa Barbara Enters., LLC, 2 So. 3d 1100, 1104 (Fla. 3d DCA 2009)
- Dickerson v. Senior Home Care, Inc., 181 So. 3d 1228, 1229 (Fla. 5th DCA 2015)
- Panama City Gen. P'ship v. Godfrey Panama City Inv., LLC, 109 So. 3d 291, 291 (Fla. 1st DCA 2013)