

FIRST DISTRICT COURT OF APPEAL OF FLORIDA

Florida Roof Masters, LLC, and Nicholas D. Carlucci v. Bonnie S. Page

No. 1D2024-0132 · No. 1D2024-0132 · Decided December 10, 2025

SUMMARY

The Florida First District Court of Appeal held that Florida Roof Masters had standing to pursue a breach of contract claim against Bonnie Page for the unpaid balance of roofing services. The court concluded that the collection agreement did not constitute a full and unconditional assignment of Roof Masters’ contractual rights and reversed the summary judgment on Roof Masters’ breach of contract count, otherwise affirming and remanding.

CASE DETAILS

COURT	First District Court of Appeal of Florida
WRITING FOR THE COURT	Lewis, J.; Roberts, J.; Tanenbaum, J.
JURISDICTION	First District Court of Appeal of Florida
DECIDED	December 10, 2025
DOCKET	1D2024-0132
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Appeal from a final summary judgment entered in favor of Bonnie S. Page in a breach of contract action.
STANDARD OF REVIEW	Not expressly stated in the opinion; the appeal concerned review of a final summary judgment.
PRECEDENTIAL VALUE	Published opinion
PARTIES	Florida Roof Masters, LLC, Nicholas D. Carlucci v. Bonnie S. Page

TOPICS

- assignment and delegation standing summary judgment breach of contract appellate procedure

PRACTICE AREAS

- Contracts Civil procedure Appellate procedure Construction law Commercial litigation

QUESTIONS PRESENTED

1. Whether Roof Masters had standing to bring a breach of contract claim against Page after retaining a collection company to pursue the unpaid debt.
2. Whether the collection agreement constituted a full and unconditional assignment of Roof Masters's rights under the roofing contract.

HOLDINGS

1. Roof Masters had standing to bring the breach of contract claim because it retained a direct and articulable stake in the controversy and had not received payment for the allegedly outstanding debt.
2. The collection agreement was not a full and unconditional assignment of Roof Masters's interests in the roofing contract; at most, it assigned the chose in action to permit the collection company to sue on Roof Masters's behalf.

KEY QUOTATIONS

“Standing is a legal concept that requires a would-be litigant to demonstrate that he or she reasonably expects to be affected by the outcome of the proceedings, either directly or indirectly.” (at 2)

“The collections contract gave a right to sue on behalf of Roof Masters; it was not an absolute assignment.” (at 2)

FACTUAL BACKGROUND

Florida Roof Masters, LLC, and Bonnie S. Page entered a roofing contract for \$18,000. Page paid \$9,000 before the roofing services were performed but refused to pay the remaining balance after completion. Roof Masters retained a collection company to pursue the debt on its behalf under an agreement allowing the company to retain a percentage of any recovery, but the agreement did not transfer all of Roof Masters's interests in the contract or require Roof Masters to bear collection costs if unsuccessful.

PROCEDURAL HISTORY

Florida Roof Masters, LLC, and Nicholas D. Carlucci appealed the circuit court's final summary judgment for Bonnie S. Page. The appellate court reversed the summary judgment as to Roof Masters's breach of contract count, affirmed in all other respects, and remanded for further proceedings.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Remanded for further proceedings on Roof Masters's breach of contract count.

CASES CITED

- Robinson v. Springfield Co., 21 Fla. 203, 217-18 (1885)
- Spears v. W. Coast Builders' Supply Co., 133 So. 97, 97 (Fla. 1931)
- Sammis v. L'Engle, 19 Fla. 800, 804 (1883)
- Cont'l Cas. Co. v. Ryan Inc. E., 974 So. 2d 368, 376 (Fla. 2008)
- William F. Hayes, Jr., et al. v. Guardianship of Mae E. Thompson, etc., Hayes v. Guardianship of Thompson, 952 So. 2d 498, 505 (Fla. 2006)
- Brown v. Firestone, 382 So. 2d 654, 662 (Fla. 1980)

OPINION

Florida Roof Masters, LLC, Carlucci v. Page

PER CURIAM.

FIRST DISTRICT COURT OF APPEAL

STATE OF FLORIDA

_____ No. 1D2024-0132 _____

FLORIDA ROOF MASTERS, LLC,

and NICHOLAS D. CARLUCCI,

Appellants, v. BONNIE S. PAGE, an individual, Appellee. _____

On appeal from the Circuit Court for Columbia County. Mark E. Feagle, Judge. December 10, 2025 PER CURIAM. Appellants Florida Roof Masters, LLC, and Nicholas Carlucci appeal from the final summary judgment entered in favor of Appellee Bonnie Page. There are two issues on appeal, only one of which merits discussion. We agree with Roof Masters that the trial court erred in ruling that it did not have standing to bring a breach of contract claim against Page based on her refusal to make the final payment provided for in their contract. Roof Masters and Page signed a contract under which the former would provide roofing services, and the latter would pay for it. The total cost of the contract was \$18,000. Page paid \$9,000 prior to services being performed but refused to pay the balance upon completion. Roof Masters retained the services of a collection company to pursue collection of the debt on its behalf. The collection contract provided for the collection company's pursuit of the debt "on behalf of Roof Masters," and if the company was successful, it would keep a percentage of the recovery as payment—the remainder, of course, going to Roof Masters. If the company was unsuccessful, Roof Masters was not responsible for the collection company's costs. Though the collection contract makes several references to the "assigned debt," there is nothing in the contract that has the collection company purchasing the debt from Roof Masters, so there was no full and unconditional assignment of all Roof Masters's interests in the roofing contract to the collection company. Cf. Robinson v. Springfield Co., 21 Fla. 203, 217–18

(1885) (describing difference between an absolute assignment,

under which there is no remaining interest in the assignor, and an assignment in which the assignor retains an interest in what is due). Page's alleged debt gave rise to an assignable chose in action.

Cf. *Spears v. W. Coast Builders' Supply Co.*, 133 So. 97, 97 (Fla. 1931). To the extent there was an assignment at all under the collection contract, it was with respect to the chose in action to allow the collection company to sue on Roof Masters's behalf. The assignment did not put the chose "beyond the future control of" Roof Masters. *Sammis v. L'Engle*, 19 Fla. 800, 804 (1883). That is, the collection contract's terms do not state that Roof Masters gave up all its rights to enforce its contract with Page. Cf. *Cont'l Cas. Co. v. Ryan Inc. E.*, 974 So. 2d 368, 376 (Fla. 2008) ("An assignment has been defined as 'a transfer or setting over of property, or of some right or interest therein, from one person to another.' . . . [O]nce transferred, the assignor no longer has a right to enforce the interest because the assignee has obtained all 'rights to the thing assigned.'" (citations omitted). "Standing is a legal concept that requires a would-be litigant to demonstrate that he or she reasonably expects to be affected by the outcome of the proceedings, either directly or indirectly." *Hayes v. Guardianship of Thompson*, 952 So. 2d 498, 505 (Fla. 2006). In other words, for Roof Masters to have standing to sue on its own contract, all it had to show was that it had a "direct and articulable stake in the outcome of a controversy." *Brown v. Firestone*, 382 So. 2d 654, 662 (Fla. 1980). Roof Masters has not received any recompense for the debt that ostensibly remains outstanding. It naturally stands to gain financially if its suit against Page is successful. The collections contract gave a right to sue on behalf of Roof Masters; it was not an absolute assignment. Notably, had the collection company sued Page, Roof Masters would still have been a necessary party. See *Robinson*, 21 Fla. at 217–18. We therefore reverse the summary judgment as to the breach of contract count brought by Roof Masters. We otherwise affirm. AFFIRMED in part, REVERSED in part, and REMANDED for further proceedings. LEWIS, ROBERTS, and TANENBAUM, JJ., concur. _____ Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331. _____ Jennifer Catherine Biewend and Kris Bradshaw Robinson of Robinson, Kennon & Kendron, PA, Lake City, for Appellants. Meagan Lindsay Logan of Douglas & Douglas, Lake City, for Appellee. 3