

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Viorel Cioi v. DNP Transmission Inc.

Viorel Cioi v. DNP Transmission Inc. · No. 3D25-0427 · Decided April 1, 2026

SUMMARY

The Third District Court of Appeal of Florida affirmed a final judgment awarding an auto repair shop payment for repairs performed on the appellant’s vehicle. Although the shop did not provide the written estimate required by section 559.905(1), Florida Statutes, the court held that section 559.921(7) permitted recovery of the reasonable value of repairs that were authorized, properly performed, and beneficial to the consumer. The court found that those conditions were satisfied because the appellant expressly authorized the repairs and accepted their benefits.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Gordo, J.; Lindsey, J.; Bokor, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	April 1, 2026
DOCKET	3D25-0427
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment entered after a nonjury trial in favor of an auto repair shop, and from the denial of the appellant's motion for rehearing.
STANDARD OF REVIEW	Questions of statutory interpretation are reviewed de novo; the trial court's factual findings are reviewed for competent substantial evidence.
PRECEDENTIAL VALUE	published
PARTIES	Viorel Cioi v. DNP Transmission Inc.

TOPICS

- consumer protection
- statutory interpretation
- appellate procedure
- standard of review

PRACTICE AREAS

- consumer protection
- appellate procedure
- statutory interpretation

QUESTIONS PRESENTED

1. Whether a motor vehicle repair shop's failure to provide the written estimate required by section 559.905(1), Florida Statutes, completely relieves the consumer of the obligation to pay for repairs that were expressly authorized, properly performed, and beneficial to the consumer.
2. Whether the trial court's findings that Cioi authorized the repairs and agreed to the billed price were supported by competent substantial evidence.

HOLDINGS

1. A violation of the written-estimate requirement does not render the repair invoice entirely void or completely relieve the consumer of payment responsibility when the repairs were authorized, properly performed, and beneficial to the consumer. Under section 559.921(7), the trial court may award the reasonable value of those repairs.
2. The trial court's findings that Cioi expressly authorized the repairs and that the parties agreed to the billed price were supported by competent substantial evidence and would not be disturbed on appeal.

KEY QUOTATIONS

"The text of the Repair Act neither says nor reasonably implies that a repair shop's violation of the disclosure requirements at issue renders a subsequent repair invoice entirely void." (at 2)

"To void a repair shop's invoice after a bare statutory violation would go beyond statutorily authorized 'damages' and instead serve as a form of extra-statutory punishment." (at 3)

FACTUAL BACKGROUND

DNP Transmission Inc. performed automobile repair work on Cioi's vehicle, but Cioi did not pay the resulting bill. DNP had not provided Cioi with a written repair estimate, although the trial court found that Cioi expressly authorized the repairs and that the parties agreed on a price matching the amount ultimately billed. The repairs were completed properly and Cioi accepted their benefits.

PROCEDURAL HISTORY

DNP sued Cioi in Miami-Dade County Court for payment for vehicle repairs. After a nonjury trial, the county court entered final judgment for DNP, finding that although DNP had not furnished a written estimate, Cioi expressly authorized the repairs and accepted their benefits. The trial court denied Cioi's motion for rehearing, and Cioi appealed.

DISPOSITION

affirmed

CASES CITED

- Lopez v. Hall, 233 So. 3d 451, 453 (Fla. 2018)
- Aristizabal v. Pina, 273 So. 3d 1125, 1125 (Fla. 3d DCA 2019)

- Gov't Emps. Ins. Co. v. Glassco Inc., 394 So. 3d 1115, 1120-21 (Fla. 2024)
- Y.P. v. Dep't of Child. & Fam. Servs., 939 So. 2d 1118, 1119-20 (Fla. 3d DCA 2006)
- Fisher v. City of Miami, 172 So. 2d 455, 457 (Fla. 1965)

OPINION

Viorel Cioi v. DNP Transmission Inc.

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed April 1 2026. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-0427 Lower Tribunal No. 22-41273-SP-05 _____ Viorel Cioi, Appellant, vs. DNP Transmission Inc., Appellee. An Appeal from the County Court for Miami-Dade County, Natalie Moore, Judge. Viorel Cioi, in proper person. No appearance, for appellee. Before LINDSEY, GORDO and BOKOR, JJ. GORDO, J. Viorel Cioi (“Cioi”) appeals from a final judgment entered in favor of DNP Transmission Inc. (“DNP”) following a non-jury trial. We have jurisdiction. Fla. R. App. P. 9.030(b)(1)(A). We affirm. DNP is an auto repair shop that performed repair work on Cioi’s vehicle. Cioi did not pay for the work performed. DNP filed the underlying action, seeking payment for the repairs. Cioi filed his answer, asserting he was not bound to pay for any repair work because DNP did not provide him with a written estimate. After trial, the trial court entered final judgment, finding that while DNP did not furnish a written estimate, Cioi expressly authorized the repair work and accepted its benefits. Cioi moved for rehearing, which the trial court denied. This appeal followed. Cioi argues, under section 559.905(1), Florida Statutes, DNP was required to furnish a written estimate of repairs exceeding \$150 and its failure to do so relieves him of any payment obligation despite his express authorization of the work.¹ Section 559.905(1) requires a motor vehicle repair shop to provide “a written repair estimate” before performing any diagnostic or repair work ¹ “We review questions of statutory interpretation de novo.” Lopez v. Hall,

233 So. 3d 451, 453 (Fla. 2018). “We review the trial court’s factual findings for competent substantial evidence.” Aristizabal v. Pina, 273 So. 3d 1125, 1125 (Fla. 3d DCA 2019). ² expected to exceed \$150. § 559.905(1), Fla. Stat. Section 559.921(7), however, provides that if repairs and their costs were “in fact authorized, orally or in writing, the repairs were completed in a proper manner, and the consumer benefited therefrom,” the trial court may consider those factors in awarding the reasonable value of the repairs. § 559.921(7), Fla. Stat. “The text of the Repair Act neither says nor reasonably implies that a repair shop’s violation of the disclosure requirements at issue renders a subsequent repair invoice entirely void.” Gov’t Emps. Ins. Co. v. Glassco Inc., 394 So. 3d 1115, 1120 (Fla. 2024). While section 559.905(1) requires a written estimate for repairs exceeding \$150, section 559.921(7) allows the trial court to award the reasonable value of repairs if they were authorized, properly performed and beneficial to the consumer. The trial court expressly found these conditions satisfied here. Specifically, DNP’s

representative testified at trial that Cioi expressly authorized the repairs and both parties agreed to a price that matched the amount ultimately billed upon completion. The trial court found this testimony credible. See *Y.P. v. Dep't of Child. & Fam. Servs.*, 939 So. 2d 1118, 1119–20 (Fla. 3d DCA 2006) (“Weighing the evidence is the province of the trial court, and this Court will not disturb the trial court’s credibility findings.”). 3 Accordingly, we conclude the trial court correctly found that the repair shop is entitled to payment for the services rendered. See *Gov’t Emps. Ins. Co.*, 394 So. 3d at 1120-21 (“[N]otwithstanding a repair shop’s violation of the Repair Act, the Legislature has expressly allowed government enforcement entities to adjust penalties or damages if repairs were authorized and properly performed. . . . We need not and do not decide whether a bare disclosure violation causes ‘injury’ for purposes of the statute. Assuming a statutory violation has caused an injury, ‘the primary basis for an award of damages is compensation. That is, the objective is to make the injured party whole to the extent that it is possible to measure his injury in terms of money.’ To void a repair shop’s invoice after a bare statutory violation would go beyond statutorily authorized ‘damages’ and instead serve as a form of extra-statutory punishment.” (quoting *Fisher v. City of Miami*, 172 So. 2d 455, 457 (Fla. 1965))).

Affirmed. 4