DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Pedro Damas v. ARCPE 1 LLC

No. 3D24-1198 · No. 3D24-1198 · Decided June 18, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed the circuit court judgment in favor of ARCPE 1 LLC. Relying on prior decisions, the court addressed claims concerning loan modification obligations, standing based on possession and endorsement of a negotiable instrument, and the admissibility of business records.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	Logue, C.J.; Fernandez, J.; Gooden, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 18, 2025
DOCKET	3D24-1198
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment of the Circuit Court for Miami-Dade County.
PRECEDENTIAL VALUE	Published
PARTIES	Pedro Damas, et al. v. ARCPE 1 LLC

TOPICS

appellate procedure · negotiable instruments · evidence · contracts · mortgages

PRACTICE AREAS

appellate procedure · contracts · negotiable instruments · evidence · real estate

QUESTIONS PRESENTED

1. Whether the final judgment should be affirmed in light of the governing law concerning loan-modification claims, standing under the law of negotiable instruments, and business-record evidence.

HOLDINGS

1. The final judgment is affirmed.

KEY QUOTATIONS

> *"We affirm the final judgment in favor of the Bank on the basis that there is no independent cause of action for a lender's failure to provide a loan modification agreement under [the Home Affordable Modification Program] . . . ."* (at 2)

> *"Under the law of negotiable instruments, therefore, the Bank had standing because it was the holder of a note originally indorsed in blank and then specially indorsed to the Bank."* (at 2)

> *"Where a business takes custody of another business's records and integrates them within its own records the trustworthiness requirement of the records will be met in most instances . . . by providing evidence of a business relationship or contractual obligation between the parties that ensures a substantial incentive for accuracy."* (at 2)

FACTUAL BACKGROUND

The opinion is a brief per curiam affirmance and does not set out the underlying factual record. The authorities cited indicate that the appeal involved claims concerning a lender's failure to provide a loan-modification agreement, standing under the law of negotiable instruments, and the admissibility or trustworthiness of business records.

PROCEDURAL HISTORY

The appellants appealed a final judgment entered by the Circuit Court for Miami-Dade County. The Third District Court of Appeal affirmed per curiam, relying on Riano v. Bank of America, HSBC Bank USA, N.A. v. Buset, and Bank of New York v. Calloway.

DISPOSITION

affirmed

CASES CITED

- Riano v. Bank of Am., N.A., 338 So. 3d 953, 954 (Fla. 3d DCA 2022)
- HSBC Bank USA, Nat'l Ass'n v. Buset, 241 So. 3d 882, 890-91 (Fla. 3d DCA 2018)
- Bank of New York v. Calloway, 157 So. 3d 1064, 1071-72 (Fla. 4th DCA 2015)

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. 3D24-1198 Lower Tribunal No. 18-5714-CA-01 ________________ Pedro Damas, et al., Appellants, vs. ARCPE 1

LLC, Appellee. An Appeal from the Circuit Court for Miami-Dade County, Charles Kenneth Johnson, Judge.

Law Offices of E.I. Friedman, P.A., and Eyal I. Friedman, for appellants. The Law Office of Gary I. Gassel, P.A., and William Nussbaum III (Sarasota), for appellee. Before LOGUE, C.J., and FERNANDEZ and GOODEN, JJ. PER CURIAM. Affirmed. See Riano v. Bank of Am., N.A., 338 So. 3d 953, 954 (Fla. 3d DCA 2022) ("We affirm the final judgment in favor of the Bank on the basis that there is no independent cause of action for a lender's failure to provide a loan modification agreement under [the Home Affordable Modification Program]...."); HSBC Bank USA, Nat'l Ass'n v. Buset, 241 So.

3d 882, 890 (Fla. 3d DCA 2018) ("Under the law of negotiable instruments, therefore, the Bank had standing because it was the holder of a note originally indorsed in blank and then specially indorsed to the Bank."); Id. at 891 ("Indeed, '[w]here a business takes custody of another business's records and integrates them within its own records' the trustworthiness requirement of the records will be met in 'most instances... by providing evidence of a business relationship or contractual obligation between the parties that ensures a substantial incentive for accuracy.'" (quoting Bank of New York v. Calloway, 157 So.

3d 1064, 1071–72 (Fla. 4th DCA 2015))). 2