

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Pedro Damas v. ARCPE 1 LLC

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

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