

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
FLORIDA

Sunstate Bank v. BBG Real Estate Services

Sunstate Bank · No. 25-cv-23705-BLOOM/Sanchez · Decided March 9, 2026

SUMMARY

The United States District Court for the Southern District of Florida denied BBG Real Estate Services’ motion to dismiss Count I of Sunstate Bank’s complaint. The court held that Florida’s independent tort doctrine did not bar Sunstate Bank’s professional negligence claim because an appraiser’s professional duties exist independently of contractual obligations.

CASE DETAILS

COURT	United States District Court for the Southern District of Florida
WRITING FOR THE COURT	Beth Bloom
JURISDICTION	United States District Court for the Southern District of Florida
DECIDED	March 9, 2026
DOCKET	25-cv-23705-BLOOM/Sanchez
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's professional negligence claim in Count I as barred by Florida's independent tort doctrine. The court denied the motion.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, draws plausible inferences in the plaintiff's favor, disregards legal conclusions, and determines whether the complaint contains sufficient factual matter to state a plausible claim for relief.
PRECEDENTIAL VALUE	unpublished district court order; persuasive rather than precedential

TOPICS

- motions to dismiss
- professional negligence
- duty of care
- contract interpretation
- civil procedure

PRACTICE AREAS

- civil procedure
- professional negligence
- contracts
- commercial litigation
- real estate

QUESTIONS PRESENTED

1. Whether Sunstate Bank's professional negligence claim is barred by Florida's independent tort doctrine because it is based on the same alleged appraisal errors and USPAP violations underlying its breach of contract claim.
2. Whether Count I adequately states a claim for professional negligence under Rule 12(b)(6).

HOLDINGS

1. Florida's independent tort doctrine does not bar Sunstate Bank's professional negligence claim because an appraiser's duty to perform professional services according to the applicable professional standard of care exists independently of the appraisal agreement.
2. Count I adequately states a claim for professional negligence and should not be dismissed.

KEY QUOTATIONS

“The Court finds that the independent tort doctrine does not preclude Plaintiff from asserting its negligence claim here.”

“Therefore, although one of the alleged breaches of the parties’ agreement was Defendant’s “failure to comply with USPAP,” the professional duties Defendant owed to Plaintiff as an appraiser were freestanding obligations that existed beyond the contract and are thus separately and independently enforceable in tort.”

FACTUAL BACKGROUND

Sunstate Bank retained BBG Real Estate Services to appraise a commercial property in connection with a potential \$6.8 million loan. After the property's tenant ceased operations and stopped paying rent, a 2025 appraisal valued the property at nearly half the value stated in BBG's 2023 appraisal. Sunstate alleged that the 2023 appraisal contained professional errors and failed to comply with applicable appraisal standards, including USPAP, and asserted both professional negligence and breach of contract.

PROCEDURAL HISTORY

Sunstate Bank filed claims for professional negligence and breach of contract arising from a commercial real estate appraisal. BBG Real Estate Services moved to dismiss Count I, arguing that the negligence claim duplicated the alleged contractual breach. The court held that the professional duties allegedly breached existed independently of the contract and denied the motion, directing Defendant to answer Count I by March 20, 2026.

DISPOSITION

other

CASES CITED

- Sprint Sols., Inc. v. Fils-Amie, 44 F. Supp. 3d 1224, 1228 (S.D. Fla. 2014)
- Mendez-Arriola v. White Wilson Med. Ctr. PA, No. 09-495, 2010 WL 3385356, at *3 (N.D. Fla. Aug. 25, 2010)

- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 557 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Chaparro v. Carnival Corp., 693 F.3d 1333, 1337 (11th Cir. 2012)
- Thaeter v. Palm Beach Cnty. Sheriff's Off., 449 F.3d 1342, 1352 (11th Cir. 2006)
- Brooks v. Blue Cross & Blue Shield of Fla., Inc., 116 F.3d 1364, 1369 (11th Cir. 1997)
- Harris v. Ivax Corp., 182 F.3d 799, 802 n.2 (11th Cir. 1999)
- BluestarExpo, Inc. v. Enis, 568 F. Supp. 3d 1332, 1353 (S.D. Fla. 2021)
- Altamonte Pediatric Associates, P.A. v. Greenway Health, LLC, 2020 WL 5350303, at *5 (M.D. Fla. Sept. 4, 2020)
- Freeman v. Sharpe Res. Corp., 2013 WL 2151723, at *8 (M.D. Fla. May 16, 2013)
- Tiara Condo. Ass'n, Inc. v. Marsh & McLennan Cos., Inc., 110 So. 3d 399, 408 (Fla. 2013) (Pariente, J., concurring)
- Lamm v. State St. Bank & Tr., 749 F.3d 938, 947 (11th Cir. 2014)
- H.T.P., Ltd. v. Lineas Aereas Costarricenses, S.A., 685 So. 2d 1238, 1239 (Fla. 1996)
- Fed. Deposit Ins. Corp. v. Howard, 2013 WL 12097642, at *12 (M.D. Fla. Sept. 5, 2013)
- Moransais v. Heathman, 744 So. 2d 973, 975-76 (Fla. 1999)
- Auto-Owners Ins. Co. v. Triple P. Const. Inc., 2009 WL 1457115, at *1 (N.D. Fla. May 23, 2009)
- RCG Advances, LLC v. Feingold, 2024 WL 5375598, at *2-*3 (S.D. Fla. Oct. 25, 2024)
- Martinez v. QBE Specialty Ins. Co., 2018 WL 4354831, at *4 (M.D. Fla. Sept. 12, 2018)
- Nguyen v. Raymond James & Assocs., Inc., 2021 WL 6091094, at *8 (M.D. Fla. Dec. 23, 2021)
- Carrington Cap. Mgmt., LLC v. Wallace, 2016 WL 6778883, at *4 (M.D. Fla. Nov. 16, 2016)
- Sheils v. Jack Eckerd Corp., 560 So. 2d 361 (Fla. 2d DCA 1990)