

THIRD DISTRICT COURT OF APPEAL OF FLORIDA

Kely Bernardes v. Morrison Management Specialists, Inc.

Bernardes v. Morrison Management Specialists, Inc., No. 3D25-0692 · No. No. 3D25-0692 · Decided October 15, 2025

SUMMARY

The Third District Court of Appeal of Florida affirmed the circuit court’s confirmation of an arbitration award in an employment-related dispute. The court relied on the absence of a timely challenge to the award, the presumption that a person signing a contract knows its contents, and the waiver of issues raised for the first time in a reply brief or not raised in the initial brief.

CASE DETAILS

COURT	Third District Court of Appeal of Florida
WRITING FOR THE COURT	Emas; Miller; Lobree
JURISDICTION	Florida Third District Court of Appeal
DECIDED	October 15, 2025
DOCKET	No. 3D25-0692
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of the Miami-Dade County Circuit Court confirming an arbitration award.
PRECEDENTIAL VALUE	published
PARTIES	Kely Bernardes v. Morrison Management Specialists, Inc.

TOPICS

- arbitration
- appellate procedure
- waiver
- contracts

PRACTICE AREAS

- arbitration
- civil procedure
- appellate procedure
- contracts

QUESTIONS PRESENTED

- Whether the circuit court properly confirmed the arbitration award.
- Whether issues raised for the first time in the reply brief or omitted from the initial brief could be considered on appeal.

HOLDINGS

1. The circuit court properly confirmed the arbitration award because no timely challenge, basis to vacate, modify, or correct the award, or viable issue outside the scope of arbitration was presented.
2. Issues raised for the first time in a reply brief or not raised in the initial brief are waived or abandoned and will not be considered.

KEY QUOTATIONS

“absent a basis to vacate, modify, or correct, or the presentation of an issue to the circuit court which had not been submitted to arbitration, the circuit court must confirm the arbitration award.”

“Issues raised for the first time in the reply brief are precluded from our consideration.”

FACTUAL BACKGROUND

The appeal concerned the circuit court's confirmation of an arbitration award. The opinion indicates that Bernardes did not timely challenge the award or present a viable issue to the circuit court that had not been submitted to arbitration. The court also relied on briefing-waiver principles concerning issues raised for the first time in a reply brief or omitted from the initial brief.

PROCEDURAL HISTORY

Bernardes appealed the circuit court's confirmation of an arbitration award. The Third District affirmed per curiam, citing the absence of a timely challenge or other stated basis to disturb the award and the waiver of issues not properly presented in the initial briefing.

DISPOSITION

affirmed

CASES CITED

- Zahav Refi LLC v. White Hawk Asset Mgmt., Inc., 395 So. 3d 556, 559 (Fla. 2d DCA 2024)
- Hinshaw v. Wachovia Bank, N.A., 935 So. 2d 86, 86-87 (Fla. 5th DCA 2006)
- Kendall Imps., LLC v. Diaz, 215 So. 3d 95, 101 (Fla. 3d DCA 2017)
- Rivero v. Rivero, 963 So. 2d 934, 938 (Fla. 3d DCA 2007)
- Raffay v. Longwood House Condo. Ass'n, Inc., 389 So. 3d 589, 593 (Fla. 3d DCA 2023)
- State v. City of Weston, 316 So. 3d 398, 408 (Fla. 1st DCA 2021)
- Rosier v. State, 276 So. 3d 403, 406 (Fla. 1st DCA 2019)

OPINION

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed October 15, 2025. Not final until disposition of timely filed motion for rehearing. _____ No. 3D25-0692 Lower Tribunal No. 23-20761-CA-01 _____ Kely Bernardes, Appellant, vs. Morrison Management Specialists, Inc., Appellee. An Appeal from the Circuit Court for Miami-Dade County, Jose M. Rodriguez, Judge.

Kely Bernardes, in proper person. Fisher & Phillips LLP and Steven A. Siegel (Fort Lauderdale), for appellee. Before EMAS, MILLER and LOBREE, JJ. PER CURIAM. Affirmed. See *Zahav Refi LLC v. White Hawk Asset Mgmt., Inc.*, 395 So. 3d 556, 559 (Fla. 2d DCA 2024) (“[A]bsent a basis to vacate, modify, or correct, or the presentation of an issue to the circuit court which had not been submitted to arbitration, the circuit court must confirm the arbitration award.”); *Hinshaw v. Wachovia Bank, N.A.*, 935 So.

2d 86, 86–87 (Fla. 5th DCA 2006) (“Given the absence of a timely challenge to the arbitration award or presentation of a viable issue to the trial court which had not been submitted to arbitration, the trial court was correct in confirming the arbitration award....”); see also *Kendall Imps., LLC v. Diaz*, 215 So. 3d 95, 101 (Fla. 3d DCA 2017) (“The rule that one who signs a contract is presumed to know its contents has been applied even to contracts of illiterate persons on the ground that if such persons are unable to read, they are negligent if they fail to have the contract read to them.

If a person cannot read the instrument, it is as much [her] duty to procure some reliable person to read and explain it to [her], before [s]he signs it, as it would be to read it before [s]he signed it if [s]he were able to do so.” (quoting *Rivero v. Rivero*, 963 So. 2d 934, 938 (Fla. 3d DCA 2007))); *Raffay v. Longwood House Condo. Ass’n, Inc.*, 389 So. 3d 589, 593 (Fla.

3d DCA 2023) (“Issues raised for the first time in the reply brief are precluded from our consideration.”); *State v. City of Weston*, 316 So. 3d 398, 408 (Fla. 1st DCA 2021) (“[I]ssues not raised in the initial brief are considered waived or abandoned.” (quoting *Rosier v. State*, 2 276 So. 3d 403, 406 (Fla. 1st DCA 2019))). 3