

DISTRICT COURT OF APPEAL OF FLORIDA, THIRD DISTRICT

Idalberto Bueno v. Rancho La Florida LLC

No. 3D24-1577 · No. No. 3D24-1577 · Decided June 11, 2025

SUMMARY

The Florida Third District Court of Appeal affirmed an interlocutory order granting judgment on the pleadings on a conversion claim arising from an alleged oral joint venture agreement to breed pedigree cattle. The court also affirmed the refusal to give proposed special jury instructions concerning damages for breach of the agreement, concluding that the pleadings and evidence did not support those instructions.

CASE DETAILS

COURT	District Court of Appeal of Florida, Third District
WRITING FOR THE COURT	SCALES, J.; FERNANDEZ, J.; LOBREE, J.
JURISDICTION	Florida Third District Court of Appeal
DECIDED	June 11, 2025
DOCKET	No. 3D24-1577
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a final judgment entered after a jury verdict for appellees and from an interlocutory order granting appellees judgment on the pleadings on appellant's conversion count.
STANDARD OF REVIEW	Abuse of discretion as to the trial court's refusal to give the proposed special jury instructions.
PRECEDENTIAL VALUE	Published Florida Third District Court of Appeal opinion
PARTIES	Idalberto Bueno v. Rancho La Florida LLC, Ruben Ruiz Velasco

TOPICS

- conversion
- breach of contract
- damages
- appellate procedure
- standard of review

PRACTICE AREAS

- contract law
- torts
- appellate procedure
- commercial litigation
- remedies

QUESTIONS PRESENTED

1. Whether the trial court properly granted judgment on the pleadings on Bueno's conversion count when the alleged tort was not independent of the alleged breach of contract and sought the same damages.
2. Whether the trial court abused its discretion by declining to give Bueno's proposed special jury instructions concerning damages for the alleged breach of the oral joint venture agreement.

HOLDINGS

1. A party cannot recover in tort for the same damages sought in a breach-of-contract claim when the alleged tort is not independent of the alleged breach of contract. The trial court therefore properly granted appellees judgment on the pleadings on Bueno's conversion count.
2. The trial court did not abuse its discretion by declining to give Bueno's proposed special jury instructions on damages because the pleadings and trial testimony did not support the proposed instructions defining the parties' respective losses under the alleged oral joint venture agreement.

KEY QUOTATIONS

"We affirm the trial court's interlocutory order granting appellees a judgment on the pleadings because, without a tort independent from the alleged breach of contract, a party cannot recover in tort for the same damages the party seeks in its breach of contract count." (at 1-2)

"The trial court did not abuse its discretion by finding that the pleadings and trial testimony did not support Bueno's proposed instructions that sought to define the parties' respective losses under their agreement." (at 2)

FACTUAL BACKGROUND

The case arose from an alleged oral joint venture to breed pedigree cattle. Bueno asserted both a breach-of-contract claim based on the alleged oral joint venture agreement and a conversion claim seeking the same damages. After a jury returned a verdict for the appellees, the trial court had also granted judgment on the pleadings on the conversion count and declined to give Bueno's proposed special jury instructions defining the parties' respective losses under the alleged agreement.

PROCEDURAL HISTORY

Bueno appealed the final judgment entered after the jury returned a verdict for Ruben Ruiz Velasco and Rancho La Florida LLC. He also appealed the trial court's interlocutory order granting judgment on the pleadings on his conversion claim and challenged the denial of proposed special jury instructions concerning damages under an oral joint venture agreement. The Third District Court of Appeal affirmed.

DISPOSITION

affirmed

CASES CITED

- Island Travel & Tours, Ltd. v. MYR Indep., Inc., 300 So. 3d 1236, 1239 (Fla. 3d DCA 2020)

- Peebles v. Puig, 223 So. 3d 1065, 1068 (Fla. 3d DCA 2017)
- Llompart v. Lavecchia, 374 So. 2d 77, 80 (Fla. 3d DCA 1979)

OPINION

Idalberto Bueno v. Rancho La Florida LLC

PER CURIAM.

Third District Court of Appeal State of Florida Opinion filed June 11, 2025. Not final until disposition of timely filed motion for rehearing. _____ No. 3D24-1577 Lower Tribunal No. 22-20782-CA-01 _____ Idalberto Bueno, Appellant, vs. Rancho La Florida LLC, et al., Appellees. An Appeal from the Circuit Court for Miami-Dade County, Ariana Fajardo Orshan, Judge. Joey Gonzalez, Attorney P.A., and Joey D. Gonzalez, for appellant. Kondla & Associates, P.A., and M. Emelina Mejer-Kondla, for appellees. Before FERNANDEZ, SCALES and LOBREE, JJ. SCALES, J. In this case involving a joint venture to breed pedigree cattle, after the jury returned a verdict for appellees Ruben Ruiz Velasco and Rancho La Florida LLC, appellant Idalberto Bueno appealed both the final judgment and the trial court's interlocutory order granting appellees a judgment on the pleadings on appellant's conversion count. We affirm the trial court's interlocutory order granting appellees a judgment on the pleadings because, without a tort independent from the alleged breach of contract, a party cannot recover in tort for the same damages the party seeks in its breach of contract count. *Island Travel & Tours, Ltd. v. MYR Indep., Inc.*, 300 So. 3d 1236, 1239 (Fla. 3d DCA 2020) ("It is a fundamental, long-standing common law principle that a plaintiff may not recover in tort for a contract dispute unless the tort is independent of any breach of contract."); *Peebles v. Puig*, 223 So. 3d 1065, 1068 (Fla. 3d DCA 2017) ("[W]hen a contract is [allegedly] breached, the parameters of a plaintiff's claim are defined by contract law, rather than by tort law."). We also affirm the trial court's decision to decline to give appellant's proposed special jury instructions on damages for the alleged breach of the oral joint venture agreement. The trial court did not abuse its discretion by finding that the pleadings and trial testimony did not support Bueno's proposed instructions that sought to define the parties' respective losses 2 under their agreement. *Llompart v. Lavecchia*, 374 So. 2d 77, 80 (Fla. 3d DCA 1979) (recognizing that "issues upon which instructions are required are those formulated by the pleadings and presented by the evidence"). Affirmed. 3