

Third District Court of Appeal

State of Florida

Opinion filed September 17, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-0087
Lower Tribunal No. 19-5626-CA-01

Quiet Technology Aerospace, Inc.,
Appellant,

vs.

Group E. Holdings, Inc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Spencer Eig,
Judge.

Kula & Associates, P.A., and Elliot B. Kula, and Elaine D. Walter, for
appellant.

Nardella & Nardella, PLLC, and Jacob J.A. Niergarth, and Jonathan
Sykes (Orlando), for appellee.

Before FERNANDEZ, MILLER, and LOBREE, JJ.

PER CURIAM.

Affirmed. See Knowles v. C. I. T. Corp., 346 So. 2d 1042, 1043 (Fla. 1st DCA 1977) (“It is elementary that in order to recover on a claim for breach of contract the burden is upon the claimant to prove by a preponderance of the evidence the existence of a contract, a breach thereof and damages flowing from the breach.”); § 672.609(1), Fla. Stat. (2019) (“When reasonable grounds for insecurity arise with respect to the performance of either party the other may in writing demand adequate assurance of due performance and until he or she receives such assurance may if commercially reasonable suspend any performance for which he or she has not already received the agreed return.”); § 672.610(1)–(2), Fla. Stat. (2019) (“When either party repudiates the contract with respect to a performance not yet due the loss of which will substantially impair the value of the contract to the other, the aggrieved party may . . . [f]or a commercially reasonable time await performance by the repudiating party; or . . . [r]esort to any remedy for breach”); Mori v. Matsushita Elec. Corp. of Am., 380 So. 2d 461, 463 (Fla. 3d DCA 1980) (“A prospective breach of the contract occurs when there is absolute repudiation by one of the parties prior to the time when his performance is due under the terms of the contract. Such a repudiation may be evidenced by words or voluntary acts but the refusal must be distinct, unequivocal, and absolute.”); Barlow & Haun, Inc. v. United States, 118 Fed.

Cl. 597, 621 (2014) (statement of a “preferred course of action” as opposed to a “chosen” course was not an unequivocal refusal to perform); Exim Brickell LLC v. PDVSA Services Inc., 516 F. App’x 742, 758 (11th Cir. 2013) (finding no repudiation under § 672.610, Fla. Stat., where there was no “overt communication” of intent not to perform and “the parties’ interactions demonstrate a belief that both parties would continue under the contract” despite “reasonable grounds” for insecurity); § 672.610, Fla. Stat.; U.C.C. § 2-610 cmt. 1 (Am. L. Inst. & Unif. L. Comm’n 2022) (repudiation requires an “overt communication of intention or an action which renders performance impossible”); U.C.C. § 2-610 cmt. 2 (“[A] demand by one or both parties for more than the contract calls for in the way of counter-performance is not in itself a repudiation nor does it invalidate a plain expression of desire for future performance. However, when under a fair reading it amounts to a statement of intention not to perform except on conditions which go beyond the contract, it becomes a repudiation.”); see also Paul v. City of Deerfield, 999 So. 2d 1071, 1072 (Fla. 1st DCA 2008) (“[F]ailure to rule on ‘a fully tried issue that is ripe for adjudication’ constitutes reversible error.” (quoting Betancourt v. Sears Roebuck & Co., 693 So. 2d 680, 682 (Fla. 1st DCA 1997))); Dade Cnty. Sch. Bd. v. Radio Station WQBA, 731 So. 2d 638, 644 (Fla. 1999) (“[I]f

a trial court reaches the right result, but for the wrong reasons, it will be upheld if there is any basis which would support the judgment in the record.”).