

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

NEW LEAF ASSETS, LLC, and CRAIG H. ROBERTS,
Appellants,

v.

JEFFREY JERUE, and E. LUIS CAMPANO, as personal representative of
the **ESTATE OF JOHN J. JERUE,**
Appellees.

No. 4D2025-0048

[December 17, 2025]

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm Beach County; Bradley G. Harper, Judge; L.T. Case No. 502022CA011603.

Kara Rockenbach Link and Daniel M. Schwarz of Link & Rockenbach, PA, West Palm Beach, for appellants.

Sophia L. Bernard and Elana G. Faniel of Taylor Nelson PL, Winter Haven, for appellees.

MAY, J.

An ambiguous provision in an investment agreement is at the center of this appeal. A company and a personal guarantor appeal a final summary judgment in favor of two company investors. The company and the personal guarantor argue the trial court erred in entering summary judgment by failing to apply a reasonable time period on the exercise of the investors' option following the option's maturity. We agree and reverse.

- ***The Facts***

On March 13, 2019, the investors (Jeffrey Jerue and John Jerue) entered into an agreement under which the investors contributed \$1.5 million in exchange for a 7.5% membership interest in the company. The agreement contained the following provision:

[INVESTORS] OPTION AND PERSONAL GUARANTY. Six (6) Months after the payment of the INVESTORS Contribution, INVESTORS shall have the option to keep the membership

interest of Seven and One Half Percent (7.5%) of COMPANY for One Million Five Hundred Thousand (\$1,500,000.00) Dollars as set forth in this Agreement or exchange said Seven and One Half Percent (7.5%) membership interest of COMPANY for the return of the full amount of the INVESTORS CONTRIBUTION of One Million Five Hundred Thousand (\$1,500,000.00) Dollars without interest.

The personal guarantor executed a personal guaranty to pay on demand any sum which may become due to the investors by the company in connection with the agreement.

On September 20, 2021, one of the investors (Jeff Jerue) called the personal guarantor, stating that he was unhappy with the investment and wanted a refund.¹ The personal guarantor acknowledged receipt of the notice by an email to two others, who also held membership interests in the company. In the email, the personal guarantor stated, “we need to meet together on this as soon as possible with Jeff [Jerue] . . . We are all friends and should find an amicable solution to this very disappointing failure for us all.”

One month later, the personal guarantor emailed the investors alternative options, explaining that the company had re-invested the investors’ contribution. The investors did not accept the alternative options. Neither the company nor the personal guarantor returned the investors’ \$1.5 million contribution.

The investors filed a complaint alleging breach of contract against the company and the personal guarantor. The company and personal guarantor defended on the ground that the investors had failed to exercise the option within a reasonable time.

The parties filed cross-motions for summary judgment. The investors argued they had acted within a reasonable time because the agreement required only that they exercise the option “Six (6) Months after the payment of the INVESTORS Contribution,” and they exercised the option two years after.

The company and the personal guarantor argued that while the agreement required the option to be exercised six months after the contribution, the agreement did not provide an end-date. The company

¹ The investors initially filed an affidavit claiming they had exercised the option in October 2019, but later agreed they had exercised the option in the fall of 2021.

and the personal guarantor argued that when such temporal silence occurs, a court must substitute the temporal silence for a reasonable time. They argue the investors' attempt to exercise the option two years later was unreasonable.

The trial court denied the company's and the personal guarantor's cross-motion for summary judgment, granted the investors' motion, and denied the motion for rehearing.

From this judgment, the company and the personal guarantor now appeal.

- ***The Analysis***

The company and the personal guarantor first argue the trial court erred by failing to address whether the investors had exercised the agreement's option provision within a reasonable time as required by law. The investors respond that the "reasonable time" rule applies only to "option contracts," and the agreement's option provision was not an "option contract." The investors argue that under a general contract, a "reasonable time" is implied in the place of temporal silence only when a latent ambiguity exists, and no latent ambiguity exists in this agreement.

The company and the personal guarantor reply that the "reasonable time" rule applies regardless of the contract form, and the agreement's temporal silence on the length of time by which the investors could exercise the option provision *is itself* a latent ambiguity. We agree.

We have de novo review of this summary judgment. *Volusia Cnty. v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000).

A trial court "shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fla. R. Civ. P. 1.510(a). A movant is entitled to judgment as a matter of law when the evidence "is so one-sided," a reasonable fact finder could not find for the nonmoving party. *Anderson v. Liberty Lobby*, 477 U.S. 242, 243 (1986).

First, the parties dispute whether the option provision is an "option contract." This is a non-issue. Whether the provision is an option contract is immaterial to determining if the trial court erred in failing to infer a "reasonable time" for performance. Regardless of the form—option v. general contract—"a reasonable time" is implied when a contract fails to specify the time for performance. *Steinberg v. Sachs*, 837 So. 2d 503, 505-

06 (Fla. 3d DCA 2003) (citing *De Cespedes v. Bolanos*, 711 So. 2d 216, 218 (Fla. 3d DCA 1998); *Doolittle v. Fruehauf Corp.*, 332 So. 2d 107, 109 (Fla. 1st DCA 1976)).

Second, the company and the personal guarantor argue a latent ambiguity exists within the agreement due to the temporal silence on when the option to exchange the investors' membership for their financial contribution expired. The investors respond the agreement is not ambiguous because the essential terms (price, ownership percentage, and repayment guarantees) are clear. We agree with the company and the personal guarantor.

A latent ambiguity exists when "a contract fails to specify the rights or duties of the parties under certain conditions or in certain situations" *Hunt v. First Nat'l Bank of Tampa*, 381 So. 2d 1194, 1197 (Fla. 2d DCA 1980). Here, the trial court interpreted the agreement to allow the investors to exercise their option at any time. However, the temporal silence in the option's expiration gives rise to an ambiguity that required the court to impose a "reasonable time" for performance, notwithstanding the definiteness of the other contractual provisions. *Id.* "A reasonable time is 'ordinarily . . . a question of fact, the determination of which will depend upon all of the circumstances surrounding the particular offer and acceptance.'" *Sakowitz v. Waterside Townhomes Cmty. Ass'n*, 338 So. 3d 26, 28-29 (Fla. 3d DCA 2022) (quoting 1 Richard A. Lord, *Williston on Contracts* § 5:7 (4th ed. 2021)).

For this reason, we hold the trial court erred in granting summary judgment for the investors. Despite the parties' stipulation that no material issue of fact existed, one did exist—the reasonable time for the investors to exercise the option. We therefore reverse and remand the case for a jury trial to determine whether two years was a reasonable time for the investors to have exercised the option under the circumstances.

Reversed and remanded for proceedings consistent with this opinion.

GERBER and CONNER, JJ., concur.

* * *

Not final until disposition of timely-filed motion for rehearing.