

Third District Court of Appeal

State of Florida

Opinion filed March 25, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-1099
Lower Tribunal No. 24-24708-CA-01

Aderwel Holdings, Ltd., etc.,
Appellant,

vs.

Aqua Trees, LLC, etc.,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Vivianne del Rio, Judge.

Coffey Burlington, P.L., and Jeffrey B. Crockett, and Kevin C. Kaplan, and Amanda M. Comas, for appellant.

Mauro Law P.A., and C. Cory Mauro (Boca Raton), for appellee.

Before LINDSEY, MILLER, and GOODEN, JJ.

MILLER, J.

In this appeal, appellant challenges an order denying its motion for contractual prevailing party attorney’s fees filed after appellee voluntarily dismissed an unfounded breach of contract lawsuit. Our de novo review yields the inescapable conclusion that we must reverse because the parties’ contract contains a broad fee provision that extends to defending against breaches of any provision of the contract and appellant indisputably incurred reasonable fees when it was forced to retain counsel and provide proof of payment to avoid further litigation. See Fallstaff Grp., Inc. v. MPA Brickell Key, LLC, 143 So. 3d 1139, 1142 (Fla. 3d DCA 2014) (applying de novo review of construction contract provisions); see also Catamaran B.Y., Inc. v. Giordano, 337 So. 3d 439, 441 (Fla. 3d DCA 2022) (“The general rule in Florida is that ‘when a plaintiff voluntarily dismisses an action, the defendant is the prevailing party.’” (quoting Thornber v. City of Fort Walton Beach, 568 So. 2d 914, 919 (Fla. 1990))); Viler v. Universal Prop. & Cas. Ins. Co., 386 So. 3d 941, 943 (Fla. 4th DCA 2024) (“This general rule applies even in situations . . . where limited pre-trial activity had occurred before the action was voluntarily dismissed.”) (citation omitted); Tubbs v. Mechanik Nuccio Hearne & Wester, P.A., 125 So. 3d 1034, 1041 (Fla. 2d DCA 2013) (“[C]ourts must look to the substance of litigation outcomes—not just procedural maneuvers—in determining the issue of which party has prevailed in an

action.”) (citing Padow, M.D., P.A. v. Knollwood Club Ass’n, Inc., 839 So. 2d 744, 746 (Fla. 4th DCA 2003)); Sopena v. Rowland Coffee Roasters, Inc., 716 So. 2d 799, 800–01 (Fla. 3d DCA 1998) (holding that the defendant was the prevailing party after the plaintiff’s voluntary dismissal).

Reversed and remanded.