

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT

**NATIONAL INSURANCE USA GROUP LLC,**  
Appellant,

v.

**MAPP DIGITAL US, LLC,**  
Appellee.

No. 4D2025-2205

[September 30, 2026]

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Jeffrey R. Levenson, Judge; L.T. Case No. 062024CA004527AXXXCE.

Anthony Gonzalez and Gregory Light of Light & Gonzalez, PLLC, Plantation, for appellant.

Ravi Batta of Rosenfeld Stein Batta, P.A., Aventura, for appellee.

SHAW, J.

This appeal follows the circuit court's order granting the plaintiff's motion for rehearing, which denied the defendant's motion for entitlement to attorney's fees and costs. For the reasons set forth more fully below, we reverse and remand with instructions.

**I. STANDARD OF REVIEW**

"Generally, an order granting or denying attorney's fees and costs is reviewed [under] an abuse of discretion standard." *First Fin. Nw., Inc. v. Laver*, 410 So. 3d 1, 2 (Fla. 4th DCA 2025) (quoting *Tylinski v. Klein Auto., Inc.*, 90 So. 3d 870, 872 (Fla. 3d DCA 2012)). But when "[t]he issue of entitlement to attorney's fees [is] based on the interpretation of a statute or contract [it] is a pure matter of law involving de novo review." *Land & Sea Petroleum, Inc. v. Bus. Specialists, Inc.*, 53 So. 3d 348, 355 (Fla. 4th DCA 2011) (citation modified).

## II. DISCUSSION

The plaintiff sued the defendant for breach of a written contract and sought \$81,445.84 in damages, plus interest, costs, and attorney's fees. The defendant's motion to dismiss was denied. The defendant's subsequent motion to stay and/or compel arbitration also was denied. Ultimately, to avoid further litigation, the defendant extended the plaintiff an offer of judgment pursuant to Florida Rule of Civil Procedure 1.442 and section 768.79, Florida Statutes (2024). Therein, the defendant offered to "enter a judgment against it and in favor of the Plaintiff in the total amount of [\$1.00], inclusive of court costs." Section F of the offer stated that attorney's fees were "a part of the plaintiff's legal claims against the defendant." Section G of the offer, which immediately followed Section F, stated that attorney's fees were included in the offer of judgment.

The plaintiff accepted the offer, and the defendant moved for entry of a final judgment. The motion for entry of final judgment requested that the circuit court enter final judgment for the plaintiff and against the defendant to resolve all damages that would be recoverable in this action, in the total amount of \$1.00, "inclusive of Plaintiff's court costs and attorney's fees." Ultimately, the final judgment entered in favor of the plaintiff resolved "all damages that would be recoverable in this action by the Plaintiff against the Defendant, in the total amount of [\$1.00], inclusive of **Plaintiff's** court costs and attorney's fees, for a total amount of [\$1.00]." (emphasis added). This final judgment was in the same form as the proposed final judgment, which the defendant had drafted and the plaintiff had approved.

The defendant then moved for attorney's fees and costs under section 57.105(7), Florida Statutes (2024), which allows the court to award reciprocal attorney's fees to a party who prevails in an action with respect to a contract that contains a unilateral attorney fee provision, as existed here. After a hearing, the circuit court granted this motion.

However, upon the plaintiff's motion for rehearing, the circuit court (without a hearing) reversed course and stated the defendant was not entitled to attorney's fees because the parties had entered into a new contract in the midst of this litigation (the offer of judgment), and that a plain reading of the offer of judgment and final judgment displayed a "clear intention by the parties to resolve this matter in favor of Plaintiff as the prevailing party . . . ."

We disagree with the circuit court's interpretation of the offer of judgment and final judgment. The offer of judgment, read in its entirety,

combined with the final judgment's plain language, establishes that the parties intended to resolve only the plaintiff's claim for attorney's fees with the \$1 judgment. Section F of the offer of judgment acknowledged that attorney's fees were a part of the plaintiff's claims against the defendant, and the next section (Section G) stated the offer was intended to include attorney's fees. The motion for entry of final judgment asked the circuit court to resolve all damages inclusive of the plaintiff's court costs and attorney's fees. Finally, the final judgment drafted by the defendant, approved by the plaintiff, and ultimately entered by the circuit court, clearly confirms that the final judgment resolved all claims "inclusive of Plaintiff's court costs and attorney's fees."

Thus, while the offer of judgment resolved the plaintiff's court costs and attorney's fees, the defendant remained free to seek its own attorney's fees and costs under section 57.105(7). The defendant is entitled to a hearing at which it can argue that it was the prevailing party and entitled to its fees under section 57.105(7). We leave it to the circuit court to decide whether the defendant prevailed in this litigation. *See Skylink Jets, Inc. v. Klukan*, 308 So. 3d 1048, 1051 (Fla. 4th DCA 2020) ("The trial court has broad discretion to determine which party prevailed in the litigation.") (citing *Sidlow v. Bowles Custom Pool & Spas, Inc.*, 32 So. 3d 722, 722 (Fla. 5th DCA 2010)).

### **III. CONCLUSION**

For the foregoing reasons, we reverse and remand for the circuit court to conduct further proceedings to determine the defendant's prevailing party status and entitlement to fees.

*Reversed and remanded with instructions.*

GERBER, C.J., and LOTT, J., concur.

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