

Third District Court of Appeal

State of Florida

Opinion filed September 9, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-2125
Lower Tribunal No. 18-32780-CA-01

Kirk Taboada,
Appellant,

vs.

Rodrigo Chapur Duarte,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Mavel Ruiz,
Judge.

Navarro – Attorneys at Law, and Luis F. Navarro; Guy G. Spiegelman,
for appellant.

TA PLLC, and Alexander A. Salinas, and Alexander G. Plansky, for
appellee.

Before FERNANDEZ, LOGUE and GOODEN, JJ.

PER CURIAM.

Our Court previously held that the gambling contract between the parties was void and unenforceable. See Taboada v. Duarte, 393 So. 3d 775, 778 (Fla. 3d DCA 2024). Now, Appellant Kirk Taboada is challenging the trial court's refusal to award him attorney's fees under that very same contract. Because a void and unenforceable contract confers no legal rights, Taboada is not entitled to attorney's fees thereunder. See Stewart v. Stearns & Culver Lumber Co., 48 So. 19, 25 (Fla. 1908) ("The courts will not in general aid either party to enforce an illegal agreement. . . ."); Harris v. Gonzalez, 789 So. 2d 405, 409 (Fla. 4th DCA 2001) ("A contract which violates a provision of the constitution or a statute is void and illegal, and, will not be enforced in our courts."); Carnival Leisure Indus. Ltd. v. Arviv, 655 So. 2d 177, 180 (Fla. 3d DCA 1995) ("Because the statute declares any such agreement 'void and of no effect,' the statute invalidates the nonseverable provision for attorney's fees."); Blosser v. AADCO Enters., Inc., 526 So. 2d 126, 127 (Fla. 5th DCA 1988) ("If appellee could not recover damages from appellant for breach of this 'contract' because it was not 'effective and enforceable' or was 'null and void', then likewise, and for the same reason, appellant cannot recover attorney's fees from appellee by enforcing one provision in the same 'contract.'"); Edwards v. Trulis, 212 So. 2d 893, 896 (Fla. 1st DCA 1968) ("And when a contract or agreement, express or implied,

is tainted with the vice of such illegality, no alleged right founded upon the contract or agreement can be enforced in a court of justice.”). We reject Taboada’s arguments otherwise. Therefore, we affirm.

Affirmed.