

Third District Court of Appeal

State of Florida

Opinion filed September 30, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-0168
Lower Tribunal No. 23-20123-CA-01

Carson Concrete Corporation,
Appellant,

vs.

InteRebar Fabricators, LLC,
Appellee.

An Appeal from the Circuit Court for Miami-Dade County, Ariana Fajardo Orshan, Judge.

Negovan Law, LLC, and Julie Negovan (Tamarac), for appellant.

Trenam Law, and Zane W. Katz and Stephanie C. Lieb (Tampa), for appellee.

Before LOGUE, BOKOR, and GOODEN, JJ.

LOGUE, J.

Defendant Carson Concrete Corporation appeals a final summary

judgment entered for plaintiff InteRebar Fabricators, LLC, on its breach of contract claim against Carson. We affirm.

BACKGROUND

InteRebar and Carson entered into two contracts for the fabrication and delivery of steel rebar to be used by Carson at a project in Philadelphia. The first contract was entered into on November 16, 2021 and provided that the contractual prices for the steel rebar would remain firm through October 31, 2022. The parties entered into the second contract on April 8, 2022, with steel rebar prices that were higher than the prices in the November 2021 contract. Both contracts and the credit application signed by Carson on November 12, 2021 provided that the payment term was “Net 30 days.”

After executing the April 2022 contract, Carson ordered additional rebar from InteRebar, and the rebar was delivered to Carson from May 23, 2022 to October 17, 2022. InteRebar sent invoices to Carson for the rebar ordered and delivered under the April 2022 contract. Carson, however, failed to pay nine invoices, totaling \$217,839.18. InteRebar then sent Carson a notice of default and demand for payment.

After Carson failed to pay the invoices, InteRebar filed a complaint asserting in Count I that Carson breached the April 2022 contract by failing

to pay the invoices.¹ Carson then filed its answer, denying material allegations, and also asserted several affirmative defenses.

InteRebar moved for summary judgment as to its breach of contract claim. InteRebar asserted there were no genuine issues of material fact and the undisputed evidence demonstrated that Carson breached the April 2022 contract by failing to pay the nine invoices.

Carson filed a response in opposition, asserting two primary arguments. First, Carson argued it executed the April 2022 contract under economic duress because on the day it executed the contract, InteRebar threatened to halt shipments of the rebar unless Carson executed the new contract with higher prices for the steel rebar. As a result of the threat and because of the tight timetables required by Carson's primary contract, Carson executed the April 2022 contract under economic duress. Second, Carson asserted he was entitled to a \$98,096² set-off because InteRebar allegedly improperly fabricated some of the rebar, requiring Carson to modify the rebar, which resulted in delays in the construction and increased costs,

¹ InteRebar also asserted a claim against Carson's principal, Anthony Samango, that was dismissed without prejudice (Count II), and alternative counts against Carson for unjust enrichment, open account, and account stated (Counts III-V).

² Carson sought \$69,824 for modifying the alleged defective rebar and \$28,272 for the alleged late deliveries.

and InteRebar failed to timely delivery certain rebar, resulting in delays and additional costs.

InteRebar filed a reply to Carson's opposition. Among other things, InteRebar argued that, as a matter of law, Carson could not establish its claim of economic duress because InteRebar's alleged threat to halt shipments could not constitute duress as Carson had an adequate legal remedy. InteRebar further argued that Carson could not establish its entitlement to a set-off based on the record evidence before the trial court and provisions in the April 2022 contract.

Following a hearing, the trial court entered a final summary judgment for InteRebar and against Carson, finding there were no genuine issues of material fact. The trial court found that Carson entered into the April 2022 contract, InteRebar delivered steel rebar to Carson, Carson accepted the steel rebar, and Carson failed to pay InteRebar \$217,839.18 for the delivered rebar. The trial court also rejected Carson's claim that it executed the April 2022 contract under economic duress and its request for a set-off.

Based on these findings and conclusions of law, the trial court granted InteRebar's motion for summary judgment; entered final summary judgment for InteRebar and against Carson, awarding \$217,839.18 plus prejudgment interest in the amount of \$32,313.36; and dismissed the alternative counts

(Counts III-V) without prejudice as moot.

Carson filed a motion for rehearing and appealed the final judgment. The trial court subsequently denied Carson's motion for rehearing.

STANDARD OF REVIEW

A final summary judgment is reviewed de novo. See Abner v. Lyft Fla., Inc., 422 So. 3d 1226, 1229 (Fla. 3d DCA 2025). If genuine issues of material fact exist, a motion for summary judgment must be denied. See Fla. R. Civ. P. 1.510(a). A movant is entitled to summary judgment if no reasonable finder of fact could return a verdict for the nonmoving party. See Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986).

ANALYSIS

Based on our review of the record and the relevant arguments, we conclude the trial court correctly found there were no genuine issues of material fact and that the record evidence reflected that Carson breached the April 2022 contract by failing to pay the amounts due for the steel rebar delivered after the execution of the April 2022 contract.³ We write to briefly address the trial court's rejection of Carson's defense of economic duress and its claim for a set-off.

³ We have also considered all other arguments raised by Carson but find they do not merit reversal of the final summary judgment.

Carson's Defense of Economic Duress

Carson contends the trial court erred by granting InteRebar's motion for summary judgment because genuine issues of material fact existed as to whether Carson signed the April 2022 contract under economic duress. In making this argument, Carson asserts InteRebar allegedly threatened to pause shipments of rebar unless Carson agreed to execute the April 2022 contract that had higher prices. The argument lacks merit.

The party asserting duress must show "(1) that one side involuntarily accepted the terms of another, (2) that circumstances permitted no other alternative, and (3) that said circumstances were the result of coercive acts of the opposite party." McLaughlin v. State, Dep't of Nat. Resources, 526 So. 2d 934, 936 (Fla. 1st DCA 1988). Here, the second element of duress—whether the "circumstances permitted no other alternative"—is at issue. This Court has held that "threatened action cannot constitute duress, when there are adequate legal remedies available with which to challenge it." City of Miami v. Kory, 394 So. 2d 494, 499 (Fla. 3d DCA 1981).

In support of its opposition to InteRebar's motion for summary judgment, Carson filed Anthony Samango, III's sworn affidavit. Samango averred that "Inte[R]ebar threatened to halt shipments of rebar needed for Carson to continue with the project unless Carson agreed to Inte[R]ebar's

demanded increase in price. Under severe economic duress because of the tight timetables required by Carson's primary contract, which included significant liquidated damages for late performance, Carson executed an amended proposal increasing the price for [rebar]."

This Court's decision in Val-Rich Corp. v. Tole Electric Co., 196 So. 2d 486 (Fla. 3d DCA 1967), supports the trial court's determination that Carson cannot establish the defense of economic duress. In that case, the contractor, Val-Rich Corp., entered into a subcontract with Tole Electric Co., whereby Tole Electric agreed to furnish all materials and labor necessary to install all electrical equipment for the completion of the building at an agreed price of \$26,500. Id. at 487. The contractor paid the subcontractor \$21,200 but refused to pay the balance due under the contract and further sums allegedly due on additional work orders. Id.

After the contractor, Val-Rich, failed to pay the balance due under the contract and additional work orders, the subcontractor, Tole Electric, filed a claim of lien on the property, and "the defendant-surety, Birmingham Fire Insurance Company of Pennsylvania, joined the defendant-owner in the posting of a surety bond in substitution of the lien." Id. Thereafter, Tole Electric filed a complaint to foreclose the lien. Id.

In response to the complaint, the defendants asserted the affirmative

defense of duress. Id. The trial court struck all allegations relating to the affirmative defense. Id. The defendants appealed. Id.

This Court set forth the defendants' defense as follows:

The gist of the defendants' defense, referred to as 'duress by business compulsion', is that the defendant-contractor refused to pay the sums here in controversy since the sums were incurred only because the plaintiff wil[l]fully refused and/or neglected to timely perform his electrical work so that the electrical work was not performed as it should have been until the plaintiff had forced the defendant-contractor, under duress and protest, to sign additional work orders providing additional monies for work which should have been covered by the agreed contract price. Further, the defendant-contractor had a completion date to meet, and since it would have been slower or more expensive to secure another electrical contractor at that late date, the defendant-contractor had no alternative but to comply with plaintiff's demands and sign the work orders.

Id. at 488.

In determining the trial court did not err in striking the duress defense, this Court stated:

The consequences of the conduct alleged to be coercive must be without adequate legal remedy or be of irreparable injury to business, or the conduct will not constitute duress.

The defendants' answer, amended answer and proposed second amendment to answer allege only that plaintiff's conduct caused delay and efforts to secure another electrical contractor would cause more delay and more expense.

There is nothing in the pleadings which would indicate that defendants did not have a full and adequate remedy at law for plaintiff's alleged conduct. Therefore, the court was correct in striking the defense of duress.

Id. (footnote omitted) (emphasis added).

Here, Carson contended that pursuing legal action would be economically damaging because replacing InteRebar as its rebar supplier would have taken multiple weeks and would have exposed Carson to delay and default on its own primary contract. These are similar to the assertions rejected in Val-Rich. Threatening to breach a contract therefore does not constitute duress where the threatened party does in fact have an adequate legal remedy. See Val-Rich, 196 So. 2d at 488; Kory, 394 So. 2d at 498. Thus, under these circumstances, Carson could not, as a matter of law, establish the affirmative defense of duress, and the trial court did not err in rejecting the defense.

Carson's Claim for a Set-off

Carson contends the trial court erred by rejecting its request for a \$98,096 set-off based on damages it incurred as a result of the alleged defective rebar and late deliveries. The argument lacks merit.

Here, in support of its claim, Carson relied on Anthony Samango, III's sworn affidavit that he had personal knowledge of the costs associated with the alleged improperly fabricated rebar and late deliveries. Carson also submitted an unsigned and undated compilation of "additional expenses" that Carson allegedly incurred as a result of the alleged improperly fabricated

rebar and the late deliveries. Carson did not submit any documentation to support the figures in the compilation. Further, it does not appear Carson would be able to submit any documentation to support the figures as the deposition testimony in the record from Anthony Samango, Jr., Carson's founder and current chairman of the board and treasurer, reflected that the records relating to the Philadelphia project no longer exist, either in paper or electronical form. Moreover, neither Anthony Samango, III's affidavit nor Anthony Samango, Jr.'s deposition indicated who prepared the compilation or when it was created. Under these circumstances, the trial court properly rejected Carson's set-off claim for both the alleged defective rebar and the late deliveries.

Finally, the parties' April 2022 contract excluded the damage claimed by Carson for the alleged defective rebar. The April 2022 contract set forth the remedy for defective rebar as follows:

3. . . . [W]e agree to replace such . . . material not up to contract requirements. [InteRebar] shall not be subject to any other or further liability and no claims for labor or for consequential damages will be allowed. [InteRebar] will in no case pay or be liable for any claims resulting from improper, defective or damaged material

Carson failed to comply with this provision. Therefore, under the circumstances of this case, the trial court properly rejected Carson's request

for a set-off for the alleged defective rebar.⁴

Affirmed.

⁴ The trial court found that Paragraph 3 also barred Carson's claim for a set-off as to the alleged late deliveries. We do not agree with this conclusion because Paragraph 3 does not apply to late deliveries. Nonetheless, reversal is not warranted based on the lack of documentation to substantiate the figures in the undated and unsigned compilation as earlier discussed.