

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO  
FILE MOTION FOR REHEARING AND  
DISPOSITION THEREOF IF FILED

ABRAHAM KALANTARY,

Appellant,

v.

Case No. 5D20-157

U.S. SERVICES, INC.,

Appellee.

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Opinion filed December 18, 2020

Appeal from the Circuit Court  
for Orange County,  
Keith A. Carsten, Judge.

John G. Mac'Kie, III, of J. G. Mac'Kie, P.A.,  
Naples, for Appellant.

Stephen T. Ball and J. Keith Ramsey, of  
Holland & Knight LLP, Orlando, for  
Appellee.

PER CURIAM.

*See DeMarco v. Publix Super Markets, Inc.*, 384 So. 2d 1253, 1254 (Fla. 1980)  
(holding that where term of employment is discretionary with *either* party or indefinite,  
then either party for any reason may terminate it at any time and no action may be  
maintained for breach of the employment contract); *see also Buian v. J.L. Jacobs & Co.*,  
428 F. 2d 531, 533 (11th Cir. 1970) ("It would indeed be an anomalous situation raising  
serious questions of mutuality to interpret an obligation on the part of the employer-

defendant to employ the plaintiff for eighteen months and at the same time allow the employee-plaintiff to work simply as long as he desires.”); *Mcguire v. Am. Fam. Life Assur. Co. of Columbus Ga.*, 442 So. 3d 321, 323 (Fla. 3d DCA 1983) (“Without an employment contract specifically obligating both the employer and the employee for definite term of employment, the employment is considered to be indefinite and terminable at the will of either party.”).

AFFIRMED.

EVANDER, C.J., EDWARDS and HARRIS, JJ., concur.