

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

DARIN KUCHAES,)	
)	
Appellant,)	
)	
v.)	Case No. 2D14-1119
)	
SUNCOAST SCHOOLS FEDERAL)	
CREDIT UNION,)	
)	
Appellee.)	
_____)	

Opinion filed December 17, 2014.

Appeal from the Circuit Court for
Hillsborough County; Charles Edgar
Bergmann, Judge.

Benjamin Hillard of Castle Law Group,
P.A., Largo, for Appellant.

Theodore J. Hamilton of Wetherington
Hamilton, P.A., Tampa, for Appellee.

MORRIS, Judge.

Darin Kuchaes appeals a final summary judgment entered in favor of Suncoast Schools Federal Credit Union in its action for breach of contract on a promissory note. We conclude that because Kuchaes' affirmative defenses were stricken and because Kuchaes did not attempt to amend his pleadings, he waived his

right to assert the affirmative defenses in response to Suncoast's motion for summary judgment and that any discovery intended to prove those defenses would have been superfluous. See Cong. Park Office Condos II, LLC v. First-Citizens Bank & Trust Co., 105 So. 3d 602, 607 (Fla. 4th DCA 2013). Yet, even if he had been entitled to assert the defenses, we conclude that his affidavit in opposition to Suncoast's motion was insufficient to preclude entry of final summary judgment. See Land Dev. Servs., Inc. v. Gulf View Townhomes, LLC, 75 So. 3d 865, 870 (Fla. 2d DCA 2011); Gen. Mortg. & Fin. Corp. v. Panks, 193 So. 2d 710, 711 (Fla. 2d DCA 1967).

Affirmed.

NORTHCUTT and WALLACE, JJ., Concur.