

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

IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
SECOND DISTRICT

ISLANDER BUILDING COMPANY, )  
 )  
 Appellant, )  
 )  
 v. )  
 )  
 BRUNO KLAUS and CHERYL KLAUS, )  
 )  
 Appellees. )  
 \_\_\_\_\_ )

Case No. 2D10-4513

Opinion filed October 21, 2011.

Appeal from the Circuit Court for Charlotte  
County; James R. Shenko, Judge.

Terrence L. Lavy of Vernis & Bowling of  
Southwest Florida, P.A., Fort Myers, for  
Appellant.

Glenn N. Siegel of Glenn N. Siegel, P.A.,  
Port Charlotte, for Appellees.

WALLACE, Judge.

Islander Building Company appeals a final judgment awarding damages  
against it and in favor of Bruno and Cheryl Klaus on their claim for breach of a  
construction contract against Islander. Islander argues under issue one on appeal that

the circuit court erred in determining that the Klauses were entitled to their attorney's fees under a fee provision in the construction contract. But in the final judgment, the circuit court reserved jurisdiction to determine the reasonable amount of the Klauses' attorney's fees and did not establish the amount of the fees to be awarded. Thus the final judgment is not a final appealable order on the issue of attorney's fees, and this court lacks jurisdiction to address Islander's arguments under issue one. See Ulrich v. Eaton Vance Distribs., Inc., 764 So. 2d 731, 733 (Fla. 2d DCA 2000) ("[N]otwithstanding the finality of the judgment as it relates to the underlying dispute, the attorney's fee issue is not finally resolved or ripe for appellate review until both entitlement and amount have been determined.").

Under issue two, Islander argues that the circuit court abused its discretion in admitting the testimony of the Klauses' expert in accounting and construction on various matters at trial. After a thorough review of the record, we conclude that Islander's arguments under issue two are without merit and do not warrant further discussion.

Accordingly, we dismiss Islander's appeal from the final judgment to the extent Islander challenges the circuit court's determination of the Klauses' entitlement to attorney's fees under the construction contract. Islander may again raise its entitlement arguments on appeal from a final order awarding the Klauses their attorney's fees. We affirm the final judgment in all other respects.

Dismissed in part and affirmed in part.

WHATLEY and NORTHCUTT, JJ., Concur.