

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

LAZARO GONZALEZ and **ARAI S ALONSO**, Husband and Wife,
Appellants,

v.

ONEWEST BANK, FSB, Successor In Interest To **INDYMAC BANK, FSB;**
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., Acting
Solely As Nominee For **INDYMAC BANK, F.S.B.**, A Federally Chartered
Savings Bank; Unknown Tenant(s) If The Above Defendants Are Alive and
If One Or More Of Said Defendants Are Dead, Their Unknown Spouses,
Heirs, Devisees, Grantees, Personal Representatives, Creditors and All
Other Parties Claiming By, Through Or Against Them; and All Parties
Having Or Claiming To Have Any Right, Title Or Interest In The Property
Described In The Complaint,
Appellees.

No. 4D15-2271

[November 23, 2016]

Appeal from the Circuit Court for the Fifteenth Judicial Circuit, Palm
Beach County; Howard H. Harrison, Senior Judge; L.T. Case No.
502010CA008901XXXXMB.

Lazaro Gonzalez and Arais Alonso, West Palm Beach, pro se.

Kimberly S. Mello and Laura J. Bassini of Greenberg Traurig, P.A.,
Tampa; and Michele L. Stocker of Greenberg Traurig, P.A., Fort
Lauderdale, for appellee OneWest Bank, FSB, Successor In Interest To
IndyMac Bank, FSB.

PER CURIAM.

We affirm the final judgment in all respects except one. We remand to
the circuit court for a new trial on the interest rate to which the appellee
bank is entitled. *See Salauddin v. Bank of Am., N.A.*, 150 So. 3d 1189 (Fla.
4th DCA 2014). Because the note required recalculation of interest on
change dates, calculation of the interest amount was not a simple
ministerial function. There was no testimony about the relevant LIBOR
Index on any change date; the only competent evidence as to the interest

charged after the first change date is that it was somewhere between 2.75% and 11.875%.

Affirmed in part, reversed in part and remanded.

CIKLIN, C.J., WARNER and GROSS, JJ., concur.

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Not final until disposition of timely filed motion for rehearing.