

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

JOHN DIROBERTO and **ROMI DIROBERTO**,
Appellants,

v.

BAYVIEW LOAN SERVICES LLC, ANY AND ALL UNKNOWN PARTIES CLAIMING BY THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER CLAIMANTS, TENANT #1, TENANT #2, TENANT #3 and TENANT #4 the names being fictitious to account for parties in possession,
Appellees.

No. 4D15-749

[September 7, 2016]

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Kathleen D. Ireland, Senior Judge; L.T. Case No. CACE 09-011660 (11).

Jonathan Kline of Jonathan Kline, P.A., Weston, for appellants.

Michael J. Eisler of Straus & Eisler, P.A., Weston, for Appellee Bayview Loan Services LLC.

PER CURIAM.

We reverse the final judgment of foreclosure and remand for entry of an involuntary dismissal. There was no proof at trial that the original plaintiff, JP Morgan Chase, had standing to foreclose when it filed the original complaint. *See Snyder v. JP Morgan Chase Bank, Nat'l Ass'n*, 169 So. 3d 1270, 1271-74 (Fla. 4th DCA 2015) (holding that Chase failed to prove standing where it did not prove it had possession of the note when it filed suit, and rejecting the argument that Chase established its right to foreclose through the Purchase Agreement between the FDIC and Chase for the assets of WAMU). In light of this disposition, it is unnecessary to reach the other issues raised on appeal.

Reversed.

WARNER, TAYLOR and GERBER, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.