

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

LLANO FINANCING GROUP LLC,
Appellant,

v.

JAMES E. KERR and MELISSA ANNE TRAINOR,
Appellees.

No. 4D16-1432

[November 29, 2017]

Appeal from the Circuit Court for the Nineteenth Judicial Circuit, Martin County; Barbara W. Bronis, Judge; L.T. Case No. 15-000880-CAAXMX.

Robert J. Hauser of Pankauski Hauser, PLLC, West Palm Beach, for appellant.

Matthew J. Conigliaro of Carlton Fields Jordan Burt, P.A., Tampa, for Amici Curiae All Florida Appraisal Group, Inc., Mario T. Garcia III, and Dorothy Harrington.

PER CURIAM.

*Affirmed.*¹ See *Llano Fin. Grp., LLC v. Yespy*, 42 Fla. L. Weekly D1846 (Fla. 4th DCA Aug. 23, 2017).

¹ We note two distinctions between this case and *Yespy*, but they do not dictate a different result. First, the appraisal agreement's language was more limited in this case. It stated: "The *only* function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited." It further stated that the "Lender/Client" is Firstrust Mortgage & Lending Corp. The appraisal only allows the lender to provide copies of the appraisal to successor mortgagees or their assigns if the appraiser first provides written consent. And second, the trial court's dismissal order was based on a lack of standing and the statute of limitations where *Yespy's* dismissal order was solely based on the statute of limitations.

MAY, KLINGENSMITH, and KUNTZ, JJ., concur.

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Not final until disposition of timely filed motion for rehearing.