

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

THOMAS LEVINS,
Appellant,

v.

ROLAND PELTIER,
Appellee.

No. 4D21-934

[December 15, 2021]

Appeal from the County Court for the Nineteenth Judicial Circuit, Martin County; Jennifer Waters, Judge; L.T. Case No. 43-2020-CC-000140.

Thomas Levins, Okeechobee, pro se.

Elizabeth M. Rodriguez of Ford & Harrison, LLP, Miami, for appellee.

PER CURIAM.

Affirmed. See *Warren v. Dairyland Ins. Co.*, 662 So. 2d 1387, 1388 (Fla. 4th DCA 1995) (stating that “[i]f an exhibit attached to a complaint negates the pleader’s cause of action, the plain language of the document will control and may be the basis for a motion to dismiss”); *Churchville v. GACS Inc.*, 973 So. 2d 1212, 1215 (Fla. 1st DCA 2008) (indicating that “[t]he validity and effect of a settlement and release are governed by contract law”); *Custom Marine Sales, Inc. v. Boywic Farms, Ltd.*, 245 So. 3d 791, 792 (Fla. 4th DCA 2018) (observing that “[w]hen the language of a contract is unambiguous, it must be enforced based on its plain language”).

GROSS, FORST and KUNTZ, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.