

Third District Court of Appeal

State of Florida

Opinion filed June 24, 2020.
Not final until disposition of timely filed motion for rehearing.

Nos. 3D18-2466 & 3D19-0612
Lower Tribunal No. 16-9220

Alf J. Aanonsen,
Appellant,

vs.

Michael A. Suarez, etc.,
Appellee.

Appeals from the Circuit Court for Miami-Dade County, Beatrice Butchko,
Judge.

Haber Law, P.A., and Roger Slade, and Rebecca N. Casamayor, for appellant.

Amethyst Law Group, and Amir Ghaeenezadeh, for appellee.

Before EMAS, C.J., and SCALES, and MILLER, JJ.

MILLER, J.

Appellant, Alf Aanonsen, challenges a final judgment awarding appellee, Michael A. Suarez, as Trustee of the Mas Family Trust, a substantial sum of punitive damages following a non-jury trial. Reaffirming the principle that, absent proof of a separate and independent tort, damages arising out of breach of contract are generally limited to the pecuniary loss sustained, or those which are the natural and proximate result of the breach, we reverse. See Lewis v. Guthartz, 428 So. 2d 222, 223 (Fla. 1982) (citing Griffith v. Shamrock Vill., Inc., 94 So. 2d 854, 858 (Fla. 1957)).

Here, the joint and several compensatory judgment, relied upon by Suarez as a basis for punitive damages, merely awarded the liquidated balance of the amount due and owing under a breached agreement. No further competent evidence of damages was forthcoming. Consequently, Suarez failed to adequately allege and prove both “a tort independent from the acts that breach[ed] the contract” and non-duplicative damages grounded in tort.¹ Ferguson Transp. Inc. v. N. Am. Van Lines, Inc., 687 So. 2d 821, 822 (Fla. 1996); see Ghodrati v. Miami Paneling Corp., 770 So. 2d 181, 183 (Fla. 3d DCA 2000) (“A plaintiff, however, may not recover damages for fraud that duplicate damages awarded for breach of contract.”) (citing Williams v. Peak Resorts Int’l, Inc., 676 So. 2d 513, 517 (Fla. 5th DCA 1996); Fla.

¹ Nor was there evidence of “wrongful conduct . . . [that] was motivated solely by unreasonable financial gain.” § 768.73(1)(b), Fla. Stat.

Temps, Inc. v. Shannon Props., Inc., 645 So. 2d 102 (Fla. 2d DCA 1994); Green Mountain Corp., Inc. v. Frink, 604 So. 2d 579 (Fla. 4th DCA 1992); Rosen v. Marlin, 486 So. 2d 623 (Fla. 3d DCA 1986)); see also Lewis, 428 So. 2d at 223 (“We reaffirm the rule and its underlying policy: an unwillingness to introduce uncertainty and confusion into business transactions as well as the feeling that compensatory damages as substituted performance are an adequate remedy for an aggrieved party to a breached contract.”) (citing Simpson, Punitive Damages for Breach of Contract, 20 Ohio St. L.J. 284 (1959)).

Thus, we reverse the final judgment under review and remand with instructions to enter judgment for Aanonsen on Suarez’s second amended complaint for punitive damages.

Reversed and remanded.