

# Third District Court of Appeal

## State of Florida

Opinion filed August 19, 2020.  
Not final until disposition of timely filed motion for rehearing.

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No. 3D20-207  
Lower Tribunal No. 19-30442

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**Pledger Trust Series 28, LLC,**  
Appellant,

vs.

**Apeiron Holdings Miami, LLC, et al.,**  
Appellees.

An Appeal from a non-final order from the Circuit Court for Miami-Dade County, William Thomas, Judge.

Cahen Law, P.A., and Geoffrey M. Cahen (Boca Raton), for appellant.

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Jason S. Koslowe, David T. Coulter, and Olivia Sanchez, for appellees.

Before FERNANDEZ, SCALES, and LOBREE, JJ.

FERNANDEZ, J.

Non-party/appellant Pledger Trust Series 28, LLC, (“Pledger”) appeals the trial court’s order granting defendant/appellee Apeiron Holdings Miami, LLC’s (“Apeiron”) Verified Motion for Preliminary Injunction. Pledger challenges the merits of the temporary injunction, as well as the trial court’s lack of a bond. We find no reversible error on the issuance of the temporary injunction and affirm that part of the trial court’s order. Vargas v. Vargas, 771 So. 2d 594, 595-96 (Fla. 3d DCA 2000). However, for the reasons discussed below, we agreed with Pledger that the trial court erred in not requiring Apeiron to post a bond.

Pledger contends that Florida law requires an injunction bond sufficient to protect the adverse party against those “costs and damages sustained by the adverse party if the adverse party is wrongfully enjoined.” See Fla. R. Civ. P. 1.610(b); Parker Tampa Two, Inc. v. Somerset Dev. Corp., 544 So. 2d 1018 (Fla. 1989) (limiting recoverable damages for wrongful injunction to the amount of the injunction bond). In Parker, the Florida Supreme Court limited recoverable damages for a wrongful injunction to the amount of the injunction bond. Parker, 544 So. 2d at 1019. Thus, if any damages are incurred by the party against whom an injunction is issued, if it is later determined that such an injunction was wrongfully issued, the damages recoverable for wrongfully obtaining the injunction are limited to the amount of the injunction bond. The trial court was required to conduct an evidentiary hearing to afford appellants the opportunity to present their evidence as to the

amount of an appropriate bond. Offshore Marine Towing, Inc. v. Sea Tow Servs. Int'l, Inc., 778 So. 2d 510, 511 (Fla. 4th DCA 2001). However, Pledger was not given an opportunity to present evidence on the amount of the bond. Consequently, if it is later determined that Apeiron's injunction was wrongfully obtained, Pledger would not be able to collect any damages because the trial court did not require Apeiron to post a bond.

Accordingly, for these reasons, we affirm the order on appeal with respect to the trial court's issuance of the temporary injunction but reverse the order as to the failure of the trial court to require a bond and remand to the trial court with directions to conduct an evidentiary hearing to set an appropriate bond.

Affirmed in part, reversed in part, and remanded with instructions.