

Third District Court of Appeal

State of Florida

Opinion filed August 26, 2020.
Not final until disposition of timely filed motion for rehearing.

No. 3D20-430
Lower Tribunal No. 19-23842

Miami City Ballet, Inc.,
Appellant,

vs.

Edward Villella,
Appellee.

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

Kaplan Zeena LLP, and James M. Kaplan and Steven A. Colsky, for appellant.

Ross & Girten, and Lauri Waldman Ross and Theresa L. Girten; Friedman & Friedman, P.A., and Marvin Ross Friedman and John S. Seligman, for appellee.

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

PER CURIAM.

Affirmed. See All Am. Semiconductor v. Unisys Corp., 637 So. 2d 59, 59 (Fla. 3d DCA 1994) (holding that, where parties have two contracts, only one of which contains an arbitration clause, and a dispute arises out of the other contract, the arbitration clause may not be extended to apply to the dispute); see also Seifert v. U.S. Home Corp., 750 So. 2d 633, 638 (Fla. 1999) (“[T]he mere fact that the dispute would not have arisen but for the existence of the contract and consequent relationship between the parties is insufficient by itself to transform a dispute into one ‘arising out of or relating to’ the agreement.”).