

NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
THIRD DISTRICT
JULY TERM A.D., 2004

ROBERT J. GALAMAGA, et al.,

**

Appellants

**

vs.

**

CASE NO. 3D03-1889

LIBERTY MUTUAL FIRE INSURANCE
COMPANY,

**

Appellee.

**

LOWER
TRIBUNAL NO. 02-49

**

Opinion filed December 1, 2004.

An Appeal from the Circuit Court for Miami-Dade County,
Ronald Dresnick, Judge.

Jay M. Levy, for appellants.

Restani, McAllister & Cassetty and David Cassetty, for
appellee.

Before SCHWARTZ, C.J., and LEVY, J., and DAUKSCH, JAMES C.,
Senior Judge.

SCHWARTZ, Chief Judge.

In a motor vehicle accident-personal injury case the
plaintiff won a jury verdict in his favor which, among other

things, awarded damages for future medical expenses but none for future pain and suffering. He then alternatively moved for an additur or new trial pursuant to sections 768.043(1) and 768.74, Florida Statutes (2002). The trial judge granted an additur for future pain and suffering of \$7,500.00 which the defendant accepted, but from which the plaintiff has taken this appeal.

We find it unnecessary to resolve the alleged conflict between *Brant v. Dollar Rent A Car Systems, Inc.*, 869 So. 2d 767 (Fla. 4th DCA 2004) and *Beyer v. Leonard*, 711 So. 2d 568 (Fla. 2d DCA 1997), as to whether the plaintiff, who arguably actually received and therefore invited the ruling on appeal may now object to that order. See *Behar v. Southeast Banks Trust Co.*, 374 So. 2d 572 (Fla. 3d DCA 1979), cert. denied, 379 So. 2d 202 (Fla. 1980); 3 Fla.Jur.2d Appellate Review § 287 (2004). This is because, on the facts of this case, the plaintiff can demonstrate no harmful error or abuse of discretion in the amount of the additur and the ensuing ultimate result. See *Delva v. Value Rent A Car*, 693 So. 2d 574 (Fla. 3d DCA 1997); *K Mart Corp. v. Bracho*, 776 So. 2d 342 (Fla. 3d DCA 2001). Indeed, the plaintiff could likely not have secured reversal had the trial judge denied his post trial motion altogether and let the verdict stand. *Allstate Ins. Co. v. Manasse*, 707 So. 2d 1110 (Fla. 1998).

Affirmed.