IN THE CIRCUIT COURT FOR THE
NINETEENTH JUDICIAL CIRCUIT IN AND
FOR MARTIN COUNTY, FLORIDA.
APPELLATE DIVISION

Circuit Case No. 16-AP-16
Lower Tribunal No. 14-CC-1378

ROBERT HUGHES AND
ELIZABETH HUGHES,

Appellant,
v.

NORDIC ARCHITECTURAL
INTERIOR DESIGN CORP. AND
GUDMUNDUR HALLDORSSON,

Appellee.
_____/

Not final until time expires for filing motion for rehearing, and if filed, disposed of.

Decision filed October 24, 2017.

Appeal from the County Court for Martin County; Curtis Disque, Judge.

Virginia Sherlock, Littman, Sherlock & Heims, P.A., Stuart, for appellants.

No appearance for appellee.[1]

PER CURIAM.

The Appellants hired the Appellee, a Broward County based business, to remodel their kitchen in Martin County. After they hired the Appellee, the relationship deteriorated, so they sued the Appellee in small claims court. The Appellee filed a motion to transfer venue to Broward County, and the trial court denied it. The trial court then granted the Appellants' motion

[1] The Appellee's president attempted to file a pro se answer brief on behalf of the corporation repeatedly. This court informed him via several orders that he needed to obtain counsel to represent his corporation, as this is not a small claims case. *See Szteinbaum v. Kaes Inversiones y Valores, C.A.*, 476 So. 2d 247, 248 (Fla. 3d 1985) (a corporation cannot represent itself and must appear in court with an attorney). He failed to do so. Therefore, after striking two answer briefs and several pleadings, this court prohibited consideration of all of the Appellee's filings by an appellate panel. So, while the Appellee attempted to appear in this case, none of its pleadings were available for consideration.

authorizing it to transfer the case to county court and file an amended complaint because the damages alleged exceeded $5,000.00.

On September 29, 2014, the Appellants filed an amended complaint suing the Appellee for breach of contract, unjust enrichment, injunctive relief, and attorney's fees. The Appellee filed an answer and affirmative defenses, and on May 19, 2016, the trial court conducted a one day non-jury trial. On September 16, 2016, the trial court entered a second amended final judgment and awarded $3,707.56 to the Appellants on the breach of contract claim and $1,296.30 on the unjust enrichment claim. However, it declined to award injunctive relief to the Appellants, and they appeal this issue.

The standard of review for the issue of personal jurisdiction is de novo. *Olson v. Robbie*, 141 So. 3d 636, 639 (Fla. 4th DCA 2014). A trial court's order denying injunctive relief after an evidentiary hearing will be reviewed for an abuse of discretion. *Cohen Financial, LP v. KMC/EC II, LLC*, 967 So. 2d 224, 226 (Fla. 3d DCA 2007).

The Appellants argue that the trial court erred when it held that it lacked the personal jurisdiction to enforce §481.223(3) against the Appellee because the Appellee's "reside/principle place of business is in Broward County." §481.223(3) states:

> Notwithstanding chapter 455 or any other law to the contrary, an affected person may maintain an action for injunctive relief to restrain or prevent a person from violating paragraph (1)(a), paragraph (1)(b), or paragraph (1)(c). The prevailing party is entitled to actual costs and attorney's fees.

Interestingly, the trial court's final judgment found that the Appellee was in violation of both paragraph (1)(a) and (1)(b) of the statute, as the Appellee is not a licensed architect or interior designer. The trial court may have confused the concepts of personal jurisdiction and venue because its final judgment states in relevant part:

> Even though these Defendant(s) availed themselves to Martin County by performing work, this Court does not find that Injunctive Relief is appropriate in Martin County. The appropriate venue is for such relief is Broward County. This Court finds that it does not have Jurisdiction over this issue.

There is no question that the trial court had subject matter jurisdiction over the case, as the amount in controversy did not exceed $15,000. *See* §34.01(c). The trial court also had personal jurisdiction over the Appellee because it is a Florida corporation, albeit with its principal office in Broward County; the Appellee admitted these facts in its answer. *See Teva Pharmaceutical Industries v.*

Ruiz, 181 So. 3d 513, 512 (Fla. 2d DCA 2015) (citing *Daimler AG v. Bauman*, 134 S. Ct. 746, 761-62, 187 L. Ed. 2d 624 (2014)). Finally, venue in actions against corporations is determined by §47.051, which states:

> Actions against domestic corporations shall be brought only in the county where such corporation has, or usually keeps, an office for transaction of its customary business, ***where the cause of action accrued***, or where the property in litigation is located. Actions against foreign corporations doing business in this state shall be brought in a county where such corporation has an agent or other representative, where the cause of action accrued, or where the property in litigation is located.

(Emphasis added). The Appellants clearly alleged that the cause of action accrued in Martin County by filing their amended complaint there. On May 9, 2014, the trial court rendered an order after a hearing denying the Appellee's motion for change of venue to Broward County, based on the Appellants' "assertion that their claim arises from an oral agreement the parties entered into following termination of a written contract the parties executed on April 20, 2013." The trial court's final judgment contained a finding of fact that the "parties entered into a Contract for the restoration of a kitchen in the dwelling of the Plaintiff's (sic)". Therefore, even over the passage of two years, the trial court stands by its original assertion that the cause of action accrued in Martin County, and since the cause of action accrued in Martin County, venue was proper with the trial court. Since both jurisdiction and venue were proper, the trial court erred in finding that it did not have jurisdiction to enjoin the Appellee from holding itself out as architects and/or interior designers.

Next, the Appellants argue that the trial court erred in failing to enjoin the Appellee from using the terms "architectural" and "interior design" to falsely represent that the corporation offers services that may be provided only be a licensed architect or registered interior designer. §481.223(1)(a) and (b) prohibit practicing architecture or interior design without proper licensure. In the final judgment, the trial court found that "the testimony is uncontroverted that the Defendant(s) are not a licensed "Architect" or "Interior Designer." When §481.223(1)(a) and/or (b) is violated, §481.223(3) (cited above) can be triggered for injunctive relief. Or, as the trial court points out in its final judgment, §481.223(2) can be implicated, which states "Any person who violates any provision of subsection (1) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083." However, nothing in the trial court's final judgment, or anywhere else in the record, indicates that criminal charges have been filed against the Appellee.

The trial court's reasoning for not granting the injunctive relief permitted by §481.223(3) involved its erroneous conclusion that it did not have jurisdiction, and venue was improper. Not only did the trial court make a factual finding in the final judgment that the Appellee violated §481.223(1)(a) and (b), the Appellee itself admitted doing so in its answer by admitting that it is not affiliated with a licensed architect or registered interior designer. Consequently, the trial court abused its discretion by refusing the Appellants' request for an injunction. Therefore, we reverse and remand to the trial court with instructions to enter an injunction against the Appellee.

The Appellants filed a motion for appellate attorney's fees. Appellate attorney's fees can be awarded if authorized by contract or statute. *Brass & Singer, P.A. v. United Auto. Ins. Co.*, 944 So. 2d 252, 254 (Fla. 2006). Pursuant to Fla. R. App. P. 9.400, a party must specify the statutory, contractual, or substantive basis for an award. *Id*. The Appellants' motion points to §481.223(3), which states:

> Notwithstanding chapter 455 or any other law to the contrary, an affected person may maintain an action for injunctive relief to restrain or prevent a person from violating paragraph (1)(a), paragraph (1)(b), or paragraph (1)(c). ***The prevailing party is entitled to actual costs and attorney's fees.***

(Emphasis added). Therefore, as the prevailing party on appeal, the Appellants are awarded their appellate attorney's fees. We remand to the trial court for a determination of amount.

Reversed and remanded.

SWEET, HEISEY, JJ. and ALONZO, Acting Circuit Judge, concur.

Copies of above decision
were furnished to the attorneys/parties
of record on the same date
the decision was filed.