

Tortious Interference: Florida

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A Q&A guide to state law on tortious interference in Florida. This guide addresses the elements of tortious interference claims, pleading requirements, potential remedies, defenses, and applicable standards of proof and causation. Answers to questions can be compared across many jurisdictions (see Tortious Interference: State Q&A Tool).

Elements of Tortious Interference

1. What are the elements of a claim for tortious interference with contract rights in your jurisdiction? Do litigants or courts in your jurisdiction refer to this type of claim by another name (for example, tortious interference with contractual relationships)?

Under Florida law, the elements of a claim for tortious interference with contract are that:

- A valid contract exists between the plaintiff and a third party.
- The defendant knew of the contract.
- The defendant intentionally and without justification interfered with the contract and induced or otherwise caused the contract's breach. A breach of contract is generally a prerequisite to a tortious interference with contract claim under Florida law (*Farah v. Canada*, 740 So. 2d 560, 561 (Fla. 5th DCA 1999); *Sourcing Sols. USA, Inc. v. Kronos Am., LLC*, 2011 WL 13223514, at *3 (S.D. Fla. Jan. 26, 2011) (applying Florida law)).
- The plaintiff was damaged as a result of the defendant's interference.

(see *Howard v. Murray*, 184 So. 3d 1155, 1166 (Fla. 1st DCA 2015); *Jouria v. CE Res., Inc.*, 2017 WL 3868422, at *3 (S.D. Fla. July 17, 2017) (applying Florida law); *Seminole Tribe of Fla. v. Times Publ'g Co.*, 780 So. 2d 310, 315 (Fla. 4th DCA 2001).)

Courts and litigants in Florida sometimes refer to a tortious interference with contract claim as a claim for tortious interference with contractual relationship or tortious interference with contract rights.

2. What are the elements of a claim for tortious interference with business relationships in your jurisdiction? Do litigants or courts in your jurisdiction refer to this type of claim by another name (for example, tortious interference with prospective or existing business advantage)?

Under Florida law, the elements of a claim for tortious interference with business relationship are that:

- A business relationship exists with a third party that affords the plaintiff existing or prospective legal rights.
- The defendant knew of that relationship.
- The defendant intentionally and without justification interfered with that relationship.
- The plaintiff was damaged as a result of the defendant's interference.

(*Ethan Allen, Inc. v. Georgetown Manor, Inc.*, 647 So. 2d 812, 814 (Fla. 1994).)

Courts and litigants in Florida refer to this claim by various names, including tortious interference with prospective (or advantageous) business relationship, tortious interference with business (or economic) advantage, or tortious interference with prospective business (or economic) advantage.



3. If intent is an element of tortious interference in your jurisdiction, describe the standard or set of factors that courts in your jurisdiction apply when analyzing whether a defendant had the requisite intent to interfere.

An action for tortious interference with a contractual or business relationship generally requires the plaintiff to plead and prove that the defendant manifested a specific intent to interfere with the contract or relationship between the plaintiff and a third party, such as by influencing, inducing, or coercing the third party to breach the contract or damage the relationship with the plaintiff, resulting in injury to the plaintiff (*Chicago Title Ins. Co. v. Alday-Donalson Title Co. of Fla.*, 832 So. 2d 810, 814 (Fla. 2d DCA 2002); *Cedar Hills Properties Corp. v. E. Fed. Corp.*, 575 So. 2d 673, 676 (Fla. 1st DCA 1991)).

Some Florida courts require a showing that the defendant's intent was malicious (see *McKinney-Green, Inc. v. Davis*, 606 So.2d 393, 397 (Fla. 1st DCA 1992)). However, courts have also concluded that a tortious interference claim may succeed even if defendant's motive was not purely malicious (*KMS Rest. Corp. v. Wendy's Int'l, Inc.*, 361 F.3d 1321, 1327 (11th Cir. 2004) (applying Florida law); *J.T.A. Factors, Inc. v. Philcon Servs., Inc.*, 820 So. 2d 367, 370, n.1 (Fla. 3d DCA 2002) (malice absent from requisite elements)).

Whether the defendant had the requisite intent and justification is a fact-intensive inquiry (see *Howard v. Murray*, 184 So. 3d 1155, 1167 (Fla. 1st DCA 2015)).

To establish the requisite intent, the evidence generally must show that that the defendant both:

- Directly interfered with the underlying contract or business relationship so that the interference was not merely the indirect consequence of the defendant's actions (see *Maxi-Taxi of Fla., Inc. v. Lee Cty. Port Auth.*, 2008 WL 1925088, at *16 (M.D. Fla. Apr. 29, 2008), *aff'd*, 301 F. App'x 881 (11th Cir. 2008) (applying Florida law); *Ethyl Corp. v. Balter*, 386 So. 2d 1220, 1223-24 (Fla. 3d DCA 1980)).
- Purposely intended to interfere and cause the breach or damage the business relationship (see *McKinney-Green, Inc. v. Davis*, 606 So. 2d 393, 398 (Fla. 1st DCA 1992); *Smith v. Emery Air Freight Corp.*, 512 So. 2d 229, 230 (Fla. 3d DCA 1987); *Lawler v. Eugene Wuesthoff Mem'l Hosp. Ass'n*, 497 So. 2d 1261, 1263 (Fla. 5th DCA 1986)).

Courts consider the following non-exhaustive list of factors when determining whether the defendant had the requisite intent:

- The nature of the defendant's conduct.
- The defendant's motive.
- The interests of the other party with which the defendant's conduct interferes.
- The interests the defendant seeks to advance.
- The social interests in protecting the defendant's freedom of action and the contractual interests of the other party.
- The proximity or remoteness of the defendant's conduct to the interference.
- The relations between the parties.

(*Seminole Tribe of Fla. v. Times Pub. Co.*, 780 So. 2d 310, 315 (Fla. 4th 2001) (citing Restatement (Second) Of Torts § 767 (1979).)

As part of establishing the requisite intent, the evidence must also show that the defendant lacked justification or privilege to interfere (see Question 12). A defendant's assertion of privilege or justification for interference may be defeated if the evidence shows that the defendant interfered solely for a malicious or other improper purpose (*Gulf Coast Turf & Tractor LLC v. Kubota Tractor Corp.*, 2019 WL 1227776, at *4 (M.D. Fla. Mar. 15, 2019) (applying Florida law)). The court in *McCurdy*, noted that even a qualified privilege to interfere carries with it the obligation to use means that are not improper (508 So. 2d at 384).

A federal court applying Florida law stated that improper means include:

- Physical violence.
- Misrepresentations.
- Intimidation.
- Conspiratorial conduct.
- Illegal conduct.
- Threats of illegal conduct.

(*Bluesky Greenland Envtl. Sols., LLC v. 21st Century Planet Fund, LLC*, 985 F. Supp. 2d 1356, 1367 (S.D. Fla. 2013).)

4. For tortious interference claims involving business relationships or contracts, describe the circumstances where a defendant who is not a stranger to the underlying business relationship or contract may be liable for tortious interference, if any.

A claim for tortious interference with contract or business relationship generally will not succeed against a defendant that has a potential beneficial or financial interest in or control over the underlying contract or business relationship. This is because a defendant must be a third party or stranger to the underlying contract or business relationship for interference to be unjustified (see *Volvo Aero Leasing, LLC v. VAS Aero Servs., LLC*, 268 So. 3d 785, 790 (Fla. 4th DCA 2019)).

A defendant is not a stranger to a business relationship if the defendant has any beneficial or economic interest in, or control over, the relationship (*Palm Beach Cty. Health Care Dist. v. Prof'l Med. Educ., Inc.*, 13 So. 3d 1090, 1094 (Fla. 4th DCA 2009)).

However, a tortious interference claim may lie against a defendant who is not a stranger to the underlying contract or business relationship where the defendant interferes solely out of malice, such as out of spite, to do harm, or for some other bad motive (*McCurdy v. Collis*, 508 So. 2d 380, 382 (Fla. 1st DCA 1987)). However, a defendant who is not a stranger to the underlying crucial business relationships will not be liable for tortious interference if the defendant only harbored some personal malice towards the plaintiff (*Palm Beach Cty. Health Care Dist.*, 13 So. 3d at 1095).

Some Florida courts have also suggested that a defendant who is not a stranger to the underlying contract or business relationship may be liable for interference even if the defendant's motive is not purely malicious (see *Gulf Coast Turf & Tractor LLC v. Kubota Tractor Corp.*, 2019 WL 1227776, at *4 (M.D. Fla. Mar. 15, 2019) (applying Florida law)).

Pleading Tortious Interference

5. What is the pleading standard for a claim for tortious interference in your jurisdiction?

Under Florida law, a claim for tortious interference is subject to Florida's general fact-pleading standard, which requires a complaint to allege sufficient ultimate facts that satisfy each element of the alleged cause of action and justify imposing liability on the defendant (see *Kreizinger v. Schlesinger*, 925 So. 2d 431, 432-33 (Fla. 4th DCA 2006); *Taubenfeld v. Lasko* 324 So.3d 529, 537 (Fla. 4th DCA 2021)).

A complaint that pleads only legal conclusions or uses boilerplate allegations is insufficient (*Barrett v. City of Margate*, 743 So. 2d 1160, 1163-64 (Fla. 4th DCA 1999)).

However, litigants asserting tortious interference claims often bring related fraud claims, which a plaintiff must

plead with particularity under Florida law (Fla. R. Civ. P. 1.120(b)).

6. If a heightened pleading standard applies to a claim for tortious interference in your jurisdiction, describe the standard that a plaintiff must meet.

Absent fraud, a heightened pleading standard generally does not apply to a tortious interference claim under Florida law (see Question 5).

Remedies for Tortious Interference

7. What types of damages are available for tortious interference in your jurisdiction (for example, special damages, punitive damages, and so on)?

Depending on the case, various types of damages may be available under Florida law for a tortious interference claim, such as:

- Compensatory damages.
- Punitive damages (see *Russin v. Richard F. Greminger, P.A.*, 563 So. 2d 1089 (Fla. 4th DCA 1990)). A plaintiff must plead facts establishing a reasonable basis to conclude that the defendant acted with intentional misconduct or gross negligence (§ 768.72(2), Fla. Stat.; see *Douse v. Boston Sci. Corp.*, 2018 WL 3105067, at *8 (M.D. Fla. May 14, 2018) (applying Florida law)). In Florida state court, a plaintiff cannot request punitive damages in an initial pleading and must seek leave of the court to plead punitive damages (§ 768.72, Fla. Stat.; Fla. R. Civ. P. 1.190(f)).
- Special damages, which are the natural but not necessary result of a defendant's breach. A plaintiff must plead special damages with specificity (Fla. R. Civ. P. 1.120(g); see *Sandshaker Lounge & Package Store LLC v. RKR Beverage Inc.*, 2018 WL 7351689, at *7 n.19 (N.D. Fla. Sept. 27, 2018) (applying Florida substantive law)).
- Attorneys' fees in limited circumstances (see Question 10).

8. If punitive damages are available for tortious interference in your jurisdiction, what is the standard for obtaining punitive damages on a claim for tortious interference in your jurisdiction?

To recover punitive damages under Florida law, a plaintiff must plead facts establishing a reasonable basis to conclude that the defendant acted with intentional misconduct or gross negligence, often described as “outrageous” conduct (§ 768.72(2), Fla. Stat.; *Imperial Majesty Cruise Line, LLC v. Weitnauer Duty Free, Inc.*, 987 So. 2d 706, 708 (Fla. 4th DCA 2008)). In tortious interference cases, a plaintiff must show “fraud, malice, or outrageous conduct, such as an illicit scheme to put the plaintiff out of business” to recover damages (*Bistline v. Rogers*, 215 So. 3d 607, 611 (Fla. 4th DCA 2017)).

Although intentional misconduct is an element of a tortious interference claim, a plaintiff must plead and prove more than just the elements of tortious interference to recover punitive damages. Tortious interference may be established under circumstances that do not justify punitive damages (see *Imperial Majesty Cruise Line, LLC*, 987 So. 2d at 708.) The analysis required for summary judgment cannot be substituted for the analysis required under the statute allowing punitive damages because § 768.72, Fla. Stat. requires the court to weigh evidence and act as factfinder (*KIS Grp., LLC v. Moquin*, 263 So. 3d 63, 66 (Fla. 4th DCA 2019).)

In analyzing reasonableness of a punitive damages award, Florida courts have found that the most important criteria are:

- Whether the interference was justified.
- The nature, extent, and enormity of the wrong.

(See *Imperial Majesty Cruise Line, LLC*, 987 So. 2d at 708.)

9. What types of equitable and declaratory relief are available for tortious interference in your jurisdiction?

The most common form of relief sought on tortious interference claims is monetary damages (see Question 7). However, where monetary damages are insufficient to remedy the harm, a plaintiff may seek equitable relief. The most common type of equitable relief sought in connection with tortious interference claims is injunctive relief, such as a preliminary injunction or temporary restraining order (see *Chase Manhattan Bank USA, N.A. v. Nat'l Arbitration Council, Inc.*, 2005 WL 1270504, at *4 (M.D. Fla. May 27, 2005) (applying Florida law); *Heavener, Ogier Servs., Inc. v. R. W. Fla. Region, Inc.*, 418 So. 2d 1074, 1075-77 (Fla. 5th DCA 1982)).

Other forms of equitable relief may be available on tortious interference claims, such as disgorgement

(see *Bailey v. St. Louis*, 268 So. 3d 197, 198-203 (Fla. 2d DCA 2018); *King Mountain Condo. Ass'n v. Gundlach*, 425 So. 2d 569, 572 (Fla. 4th DCA 1982) (disgorgement is an equitable remedy under Florida law)).

Florida courts have also granted declaratory relief in connection with a tortious interference claim, depending on the circumstances (see *JMA, Inc. v. Biotronik, Inc.*, 2014 WL 4906398, at *7 (S.D. Fla. Sept. 30, 2014) (applying Florida law)).

10. Please describe any circumstances in which a litigant may recover attorneys' fees on a tortious interference claim.

Under Florida law, the parties are generally responsible for paying their own attorneys' fees. A prevailing party may only recover its attorneys' fees from the losing party if authorized by contract or statute (*Price v. Tyler*, 890 So. 2d 246, 250 (Fla. 2004)). In cases involving only common law tortious interference claims, attorneys' fees are unlikely to be recoverable from a defendant who is liable for tortious interference with contract. This is because a defendant who tortiously interferes with a contract typically is not a party to the contract with the plaintiff and therefore not bound by any fee provision in that contract. (*Rockledge Mall Assocs., Ltd. v. Custom Fences of Brevard, Inc.*, 779 So. 2d 558, 559 (Fla. 5th DCA 2001).) Similarly, attorneys' fees similarly are rarely available for common law tortious interference with business relationship claims because they are not usually based on a binding contract.

Counsel should research whether the case is subject to any statutorily authorized fee shifting, such as:

- Sanctionable conduct under § 57.105, Fla. Stat. (see *Montgomery v. Larmoyeux*, 14 So. 3d 1067, 1073 (Fla. 4th DCA 2009) (affirming fee award under § 57.105(1), Fla. Stat. because evidence was insufficient to support claim for tortious interference and other claims)).
- An offer of judgment under § 768.79, Fla. Stat. (see *Levine v. Harris*, 791 So. 2d 1175 (Fla. 4th DCA 2001)).

Counsel should not include a request for attorneys' fees in connection with a tortious interference claim unless there is a contractual or statutory basis that counsel can allege in support of a request for attorneys' fees (see *Steven Douglas Assocs., Inc. v. Sadovnick*, 2008 WL 11399693, at *4 (S.D. Fla. Oct. 21, 2008) (granting motion to strike prayer for attorneys' fees sought on a tortious interference claim under Florida law because no statutory or contractual provision allowed for recovery of fees in the case)).

11. May a plaintiff recover pre-judgment and post-judgment interest in connection with a tortious interference claim?

Under Florida law, a party may be entitled to pre-judgment interest in tort cases from the time of loss to the time of judgment for actual out-of-pocket pecuniary losses incurred before the entry of judgment. The amount must be clearly ascertainable and fixed, and the plaintiff must establish a specific date of loss in the past. (*Alvarado v. Rice*, 614 So. 2d 498, 499-500 (Fla. 1993); *Argonaut Ins. Co. v. May Plumbing Co.*, 474 So. 2d 212, 214-15 (Fla. 1985).) For example, the court in *Camper & Nicholsons Int'l, Ltd. v. Manios*, found plaintiffs were entitled to pre-judgment interest where evidence showed that had the defendant not tortiously interfered with the broker's commission contract, plaintiffs would have received a certain amount at closing (758 So. 2d 716, 718 (Fla. 4th DCA 2000)).

Post-judgment interest is typically available, including in tortious interference cases, from the time of judgment to the time that the liable party satisfies the entire damage award (*Becker Holding Corp., v. Becker*, 78 F.3d 514, 516 (11th Cir. 1996)).

Where a contract does not set the interest rate for damages, Florida's statutory interest rate applies (§ 687.01, Fla. Stat.). Florida's statutory interest rate, which also applies to judgments, changes quarterly (§ 55.03, Fla. Stat.). In cases involving only common law tortious interference claims, a contract is unlikely to govern the interest rate, since a defendant who tortiously interferes with a contract typically is not a party to the contract with the plaintiff and is not bound by any interest provision in that contract.

Current and historical statutory interest rates can be found on Florida's Department of Financial Services [website](#).

Defenses to Tortious Interference

12. What are common arguments that defendants make to defeat a tortious interference claim in your jurisdiction?

Common arguments and defenses used to defeat a tortious interference claim under Florida law include the following:

- The defendant lacked the requisite intent to interfere because the interference was only an indirect consequence of the defendant's actions (see *MKT*

REPS S.A. DE C.V. v. Standard Chartered Bank Int'l (Americas) Ltd., 2012 WL 2994125, at *3-5 (S.D. Fla. July 20, 2012) (applying Florida law)).

- The defendant did not know about the plaintiff's contract or relationship with a third party (see *Marlite, Inc. v. Eckenrod*, 2010 WL 11506348, at *4-5 (S.D. Fla. June 9, 2010) (applying Florida law); *In re Maxim Med. Grp., Inc.*, 434 B.R. 660, 687 (Bankr. M.D. Fla. 2010) (applying Florida law)).
- The business relationship was speculative (see *Ferguson Trans. v. North American Van Lines*, 687 So.2d 821, 822 (Fla. 1996) (relationship must be with identifiable person rather than public at large); *St. Johns River Water Mgmt. Dist. v. Fernberg Geological Servs., Inc.*, 784 So. 2d 500, 505 (Fla. 5th DCA 2001) (speculative hope of future business insufficient to establish tortious interference); *MD Assocs. v. Friedman*, 556 So. 2d 1158, 1159 (Fla. 4th DCA 1990) (mere offer to sell by itself insufficient)).
- In cases also involving alleged interference that caused a breach of contract:
 - the underlying contract was terminable at will, and thus the defendant's interference was lawful competition because there was only an expectancy that the relationship would continue. A plaintiff can defeat this argument by showing that the defendant's motive in interfering with the contract was purely malicious (*Greenberg v. Mount Sinai Med. Ctr. of Greater Miami, Inc.*, 629 So. 2d 252, 255 (Fla. 3d DCA 1993); *Heavener, Ogier Servs., Inc. v. R. W. Fla. Region, Inc.*, 418 So. 2d 1074, 1077 (Fla. 5th DCA 1982));
 - the underlying contract with the third party was invalid or unenforceable at the time of the defendant's alleged interference (see *Scheller v. Am. Med. Int'l, Inc.*, 583 So. 2d 1047, 1050 (Fla. 4th DCA 1991)). A tortious interference claim may still succeed if an understanding between the parties would have been completed but for the interference (see *Ethan Allen, Inc. v. Georgetown Manor, Inc.*, 647 So. 2d 812, 814-815 (Fla. 1994));
 - the party who breached the contract is jointly and severally liable with the defendant for any damages (see *Whitby v. Infinity Radio Inc.*, 951 So. 2d 890, 900-01 (Fla. 4th DCA 2007)); or
 - the plaintiff cannot establish damages from the alleged tortious interference independent from the damages it sustained as a result of the underlying breach of contract (see *Whitby*, 951 So. 2d at 900-01).
- The defendant's interference was justified or privileged because it had a lawful competition privilege to acquire business for itself, such as when the interference

involves an at-will contract, and the defendant acted properly in soliciting business (see *Bluesky Greenland Env'tl. Sols., LLC v. 21st Century Planet Fund, LLC*, 985 F. Supp. 2d 1356, 1367-68 (S.D. Fla. 2013) (applying Florida law); *Cohen v. Storch*, 2016 WL 7469987, at *4 (S.D. Fla. May 2, 2016) (applying Florida law)).

- The defendant's interference was justified or privileged based on the right to protect or promote a pre-existing economic or contractual interest, and the defendant did not employ improper means in exercising its rights (see *Weisman*, 2020 WL 2463080, at *3; *Heavener*, 418 So. 2d at 1076-77; *Horizons Rehab., Inc.*, 810 So. 2d at 964), such as when:
 - the defendant has an express contractual or other legal right to interfere as alleged, such as the right to cancel a contract with the plaintiff, that causes the plaintiff to breach a contract with a third party (see *Networkip, LLC v. Spread Enters., Inc.*, 922 So. 2d 355, 357-58 (Fla. 3d DCA 2006)); or
 - the defendant is not a stranger to the underlying contract or business relationship and did not employ improper means in interfering (see *Palm Beach Cty. Health Care Dist. v. Prof'l Med. Educ., Inc.*, 13 So. 3d 1090, 1094-95 (Fla. 4th DCA 2009)). However, even if a privilege to interfere with the business relationship exists, parties cannot use improper means to interfere (*Morsani v. Major League Baseball*, 663 So. 2d 653, 657 (Fla. 2d DCA 1995)).
- The claim is barred under the applicable four-year statute of limitations (§ 95.11(3)(o), (p), Fla. Stat.; see *Effs v. Sony Pictures Home Entm't, Inc.*, 197 So. 3d 1243, 1245 (Fla. 3d DCA 2016) (continuing tort doctrine did not apply to tortious interference claim because the defendant's tortious conduct was complete when it induced the breach)).
- The defendant's interference occurred during the course of a judicial proceeding (*Levin, Middlebrooks v. U.S. Fire Ins. Co.*, 639 So. 2d 606, 608 (Fla. 1994)).

Counsel should keep in mind that any privilege to interfere is not absolute and is destroyed when a party acts solely with ulterior purposes or out of malice (see *Salit v. Ruden, McClosky, Smith, Schuster & Russell, P.A.*, 742 So. 2d 381, 386 (Fla. 4th DCA 1999)).

13. Are there any doctrines, rules, or other authorities in your jurisdiction that may prevent a plaintiff from recovering damages or asserting a claim for both tortious interference and another type of claim (for example, breach of contract)?

Under Florida law, the economic loss rule no longer bars recovery for solely economic damages on tort claims, such as a tortious interference claim, except in product liability cases. However, a tortious interference claim must still be independent of any breach of contract claim (see *Tiara Condo. Ass'n, Inc. v. Marsh & McLennan Cos., Inc.*, 110 So. 3d 399, 408 (Fla. 2013) (Pariente, J., concurring); *USI Ins. Servs. LLC v. Simokonis*, 2016 WL 11547701, at *5-10 (S.D. Fla. Apr. 15, 2016)).

14. What is the statute of limitations for asserting a tortious interference claim in your jurisdiction? When does the statute of limitations period begin to run for a tortious interference claim in your jurisdiction?

The applicable statute of limitations for most tortious interference claims under Florida law in the context of commercial litigation is four years (§§ 95.11(3)(o), (p), Fla. Stat.; see *Callaway Land & Cattle Co. v. Banyon Lakes C. Corp.*, 831 So. 2d 204, 208 (Fla. 4th DCA 2002)).

However, courts may apply a different statute of limitations in limited circumstances (see *Callaway*, 831 So. 2d at 207-08 (tortious interference claim arising from same publication on which defamation claim was based was time-barred based on the two-year statute of limitations applicable to defamation claim)).

Although § 95.11, Fla. Stat. does not specifically identify tortious interference claims, Florida courts have found that a four-year statute of limitations period applies to tortious interference claims based on multiple provisions of the statute, including:

- Section 95.11(3)(o), which applies a four-year limitations period to "any other intentional tort" not enumerated in the statute (see *Yusuf Mohamad Excavation, Inc. v. Ringhaver Equip., Co.*, 793 So. 2d 1127, 1128 (Fla. 5th DCA 2001) (finding that four-year statute of limitations applies to tortious interference under § 95.11(3)(o), Fla. Stat.); *Effs*, 197 So. 3d at 1244-45).
- Section 95.11(3)(p), which applies a four-year limitations period to actions not specifically provided for in the Florida Statutes (see *Callaway*, 831 So. 2d at 208 (stating that "interference with contract are torts normally governed by the four-year statute of limitations under section 95.11(3)(p)")).

The limitations period for tortious interference claims typically begins to run once the plaintiff incurs damages or injury (§ 95.031, Fla. Stat). The cause of action accrues when the last element constituting a cause of action occurs (*Access Pictures, LLC v. Sony Pictures Home Entm't, Inc.*,

2017 WL 3107202, at *6 (S.D. Fla. Feb. 21, 2017), (applying Florida law)). However, certain exceptions may apply to toll or suspend the statute of limitations period once a tortious interference claim has accrued (see Question 15).

15. Are there any doctrines, rules, or other authorities that courts in your jurisdiction may apply to toll or suspend the statute of limitations period for a tortious interference claim?

Tortious interference claims in Florida generally accrue once damages occur, which triggers the running of the limitations period. For most types of actions, a claim accrues when the last element of the claim occurs (§ 95.031, Fla. Stat.; *Access Pictures*, 2017 WL 3107202, at *6). Section 95.051 of the Florida Statutes lists several circumstances when the statute of limitations may be tolled once a claim accrues, including for tortious interference. For example the statute of limitations may be tolled when a plaintiff cannot serve a defendant who is using a false name unknown to the plaintiff (§ 95.051(1)(b), Fla. Stat.)

Most Florida courts appear to interpret Section 95.051 as providing an exclusive list of the grounds for tolling statute of limitations periods under Florida law (*Carroll v. TheStreet.com, Inc.*, 2014 WL 5474061, at *5 (S.D. Fla. July 10, 2014)). However, in limited circumstances, certain statutes or doctrines may delay when an action for tortious interference accrues, such as:

- The continuing tort doctrine, under which a cause of action does not accrue until the defendant stops engaging in the tortious conduct (see *Effs v. Sony Pictures Home Entm't, Inc.*, 197 So. 3d 1243, 1244 (Fla. 3d DCA 2016)).
- Fraudulent concealment, an equitable principle that focuses on a defendant's subsequent actions to keep improper conduct concealed. To establish fraudulent concealment as a basis for delaying when a limitations period begins to run, a plaintiff generally must show both successful concealment of the cause of action and fraudulent means to achieve that concealment. (See *GolTV, Inc. v. Fox Sports Latin Am., Ltd.*, 2018 WL 1393790, at *23 (S.D. Fla. Jan. 26, 2018) (applying Florida law and denying dismissal based on statute of limitations defense because the plaintiff alleged actions that fell squarely into the standard for fraudulent concealment).)
- Equitable estoppel, which prevents a defendant from asserting a statute of limitations defense where the defendant's conduct has induced the plaintiff to delay

bringing a claim within the applicable limitations period (see *Major League Baseball v. Morsani*, 790 So. 2d 1071, 1079-80 (Fla. 2001)).

Under the delayed discovery doctrine, a claim does not accrue until a plaintiff knows or should know that the last element of a cause of action occurred. The delayed discovery doctrine generally does not apply to tortious interference claims because Florida law limits application of the doctrine to those claims based on one or more of the grounds codified in the Florida Statutes involving:

- Fraud.
- Malpractice.
- Intentional torts based on abuse.

(see *Davis v. Monahan*, 832 So. 2d 708, 709-12 (Fla. 2002); *Yusuf Mohamad Excavation, Inc. v. Ringhaver Equip., Co.*, 793 So. 2d 1127, 1128 (Fla. 5th DCA 2001) (finding it significant that Chapter 95 of the Florida Statutes did not expressly provide for the application of the delayed discovery doctrine to tortious interference claims).

Proving Tortious Interference

16. What is the standard of proof that a party seeking to prove a tortious interference claim must satisfy in your jurisdiction?

A party asserting tortious interference in Florida generally has the burden of proving the elements of the claim by the greater weight of the evidence (see § 408.3, Florida Standard Jury Instructions in Civil Cases (2020 ed.)).

17. If lack of justification or privilege for interference is an element of tortious interference in your jurisdiction, which party bears the burden of proof of establishing justification or privilege (or lack thereof)? Discuss any circumstances under which a defendant may have the burden of proof on other elements of a tortious interference duty claim in your jurisdiction.

Florida courts have concluded that a plaintiff need only show a prima facie case of intentional interference. The burden then shifts to the defendant to show that the defendant's interference was justified or privileged. (see *ISS Cleaning Servs. Grp., Inc. v. Cosby*, 745 So. 2d 460,

462 (Fla. 4th DCA 1999); *Greenberg v. Mount Sinai Med. Ctr. of Greater Miami, Inc.*, 629 So. 2d 252, 256 (Fla. 3d DCA 1993).)

18. If causation is an element of a tortious interference claim in your jurisdiction, what is the applicable standard for proving the causation element?

Under Florida law, causation is an essential element of tortious interference that the plaintiff must prove (*St. Johns River Water Mgmt. Dist. v. Fernberg Geological Servs., Inc.*, 784 So. 2d 500, 504-06 (Fla. 5th DCA 2001)). Causation is established when the facts show that the defendant induced or otherwise caused a party to breach the underlying contract or sever the underlying business relationship (*Gossard v. Adia Servs., Inc.*, 723 So. 2d 182, 184-85 (Fla. 1998); *Fiberglass Coatings, Inc. v. Interstate Chem., Inc.*, 16 So. 3d 836, 838 (Fla. 2d DCA 2009) (holding in tortious interference case that causation requires showing that the defendant intended to procure a breach of the contract)).

For a tortious interference with business relationship claim, the plaintiff must show that the parties' understanding would have been completed if the defendant had not interfered (*Ethan Allen, Inc. v. Georgetown Manor, Inc.*, 647 So. 2d 812, 815 (Fla. 1994)).

Related Claims

19. What other types of tortious interference claims (for example, tortious interference with quiet enjoyment with land) does your jurisdiction recognize, if any?

Florida law also recognizes claims of tortious interference with:

- Expectancy of inheritance (sometimes called tortious interference of a testamentary expectancy) (see *Whalen v. Prosser*, 719 So. 2d 2, 4-5 (Fla. 2d DCA 1998) (discussing elements)).
- Dead body (see *Mellette v. Trinity Mem'l Cemetery, Inc.*, 95 So. 3d 1043, 1046 (Fla. 2d DCA 2012) (discussing elements)).

Miscellaneous

20. Are there other significant things that litigants should know when asserting or defending a tortious interference claim in your jurisdiction?

No.

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