

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

JULY TERM 2011

HARRY B. OVERTON, III AND OVERTON
CONSULTING, INC.,

Appellants,

v.

Case No. 5D09-1888

DENNIS A. KEBBEL AND GENERATIONS, ETC.,

Appellees.

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Opinion filed September 9, 2011

Appeal from the Circuit Court
for Orange County,
Thomas W. Turner, Judge.

Eric A. Lanigan, of Lanigan & Lanigan, PL,
Winter Park, for Appellants.

T. Todd Pittenger, of Lowndes, Drosdick,
Doster, Kantor & Reed, P.A., Orlando, for
Appellees.

PER CURIAM.

AFFIRMED. See Indem. Ins. Co. of N. Am. v. Am. Aviation, Inc., 891 So. 2d 532, 543 n.3 (Fla. 2004) (“Intentional tort claims such as fraud, conversion, intentional interference, civil theft, abuse of process, and other torts requiring proof of intent generally remain viable either in the products liability context or if the parties are in privity of contract.”); see also Curd v. Mosaic Fertilizer, LLC, 39 So. 3d 1216, 1223 & n.4 (Fla. 2010) (noting that where “parties are in contractual privity and one party seeks to

recover damages in tort for matters arising out of the contract,” the economic loss rule “would not prevent the bringing of an action and recovery for intentional torts, such as, fraud, conversion, intentional interference, civil theft, abuse of process, and other torts requiring proof of intent.” (citing Am. Aviation, 891 So. 2d at 543)).

GRIFFIN, SAWAYA and PALMER, JJ., concur.