Third District Court of Appeal

State of Florida

Opinion filed October 14, 2026.
Not final until disposition of timely filed motion for rehearing.

No. 3D25-1165
Lower Tribunal No. 24-21168-CA-01

Outfront Media Group LLC,
Appellant,

vs.

The City of Miami Beach, Florida, and IKE Smart City, LLC,
Appellees.

An Appeal from the Circuit Court for Miami-Dade County, Beatrice Butchko Sanchez, Judge.

Mark Ferrer & Hayden, and Etan Mark, Daija Page Lifshitz, and Jordan Nadel, for appellant.

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., and Eugene E. Stearns, Andrew E. Stearns, and Jenea M. Reed, for appellee IKE Smart City, LLC; Ricardo J. Dopico, City Attorney, and Nicholas E. Kallergis, Chief Deputy City Attorney, Henry J. Hunnefeld, Deputy City Attorney, Justin G. Alexander, Assistant City Attorney, and Freddi R. Mack, First Assistant City Attorney, for appellee City of Miami Beach, Florida.

Before LOGUE, LINDSEY, and GOODEN, JJ.

LOGUE, J.

Outfront Media Group LLC appeals an order dismissing its complaint against IKE Smart City, LLC and the City of Miami Beach, Florida. Outfront and IKE are competitors who both have contracts with the City to place advertising displays in the City's rights-of-way. Outfront's displays are placed on bus shelters; IKE's displays are on freestanding advertising kiosks. Outfront sought a declaratory judgment that the City's contract with IKE violated various state and local laws prohibiting freestanding advertising kiosks in rights-of-way. Significantly, Outfront did not claim that IKE's contract with the City violated any of Outfront's rights conveyed by its contract with the City or by state or federal law. The trial court dismissed Outfront's complaint for lack of standing. For the reasons stated below, we affirm.

BACKGROUND

Because we are reviewing the grant of a motion to dismiss, the facts are taken from the Complaint and from Outfront's and IKE's contracts with the City. Although these contracts were not attached to the Complaint, they were referenced in it, filed in the lower court, and cited by both parties below and on appeal. See Orr v. AT&T Mobility, LLC, 401 So. 3d 397, 399 (Fla. 3d DCA 2024) ("When . . . 'the terms of a legal document are impliedly

incorporated by reference into the complaint, the trial court may consider the contents of the document in ruling on a motion to dismiss.'" (quoting Air Quality Assessors of Fla. v. Southern-Owners Ins. Co., 354 So. 3d 569, 571 (Fla. 1st DCA 2022))).

Outfront alleged it is a media company in the business of placing digital and static advertising displays in public rights of way. On September 17, 2021, it entered into a twenty-year contract with the City that authorized Outfront to sell and display advertising on bus shelters in the City of Miami Beach. In return, Outfront committed to construct and maintain the shelters, market and sell the advertising space, and make regular payments to the City.

Outfront also received certain rights to exclusivity. After defining "Advertising Freestanding Kiosk" as "a freestanding structure designed to sell advertising space," the contract provided Advertising Freestanding Kiosks would not be allowed within 250 feet of any bus shelter. The agreement's exclusivity provision reads:

> **SECTION 4. EXCLUSIVITY, SITE(S) AND SERVICES ZONE**
>
> Pursuant to the Program, the City hereby grants to Outfront the exclusive right, during the Term of this Agreement to, (1) operate and maintain the Existing Bus Shelters and Benches (as defined in Section 4.2) at its sole cost and expense, during specific phases

> of the Agreement, as described in Exhibit B; (2) construct, install, operate and maintain new Bus Shelter Structures, at its sole cost and expense, generally in the Service Zone (defined below) and specifically, upon the following Sites (defined below) (hereinafter such areas shall be referred to individually as a "Site" or collectively as the "Sites"), and (3) sell and display outdoor advertisement on the Display Panels.
>
> The City will not permit the installation of an Advertising Freestanding Kiosk within any area of the Public Right-of-Way located within 250 feet from the closest edge of any Bus Shelter (the "Exclusivity Zone"). This limited exclusivity is intended to solely limit Advertising Freestanding Kiosks within the Exclusivity Zone. For the sake of clarity and without modifying the foregoing limited exclusivity, the City or a City's contractor shall not be prohibited from displaying advertising on any other type of temporary or permanent structure within the Exclusivity Zone including, without limitation, water fountain; garbage cans; ashtrays; kiosks related to a rental sharing program for bicycles or other mobility devices; bicycles or any other mobility devices; special events related kiosks, tables, stands, etc.; or property owned or controlled by the City including, without limitation parking facilities, buildings, Parks, or other similar facilities. Moreover, notwithstanding the foregoing limited exclusivity, the City, on its own or through a separate provider, reserves the right to place Advertising Freestanding Kiosk on any portion of Lincoln Road, even if certain parts of Lincoln Road fall within the Exclusivity Zone.

(emphasis added).

On July 28, 2023, IKE entered into a contract with the City that authorized IKE to construct up to thirty advertising kiosks in the City's rights-

of-way at its own expense with certain revenue to be provided to the City. The IKE contract expressly barred IKE from placing its kiosks within Outfront's exclusivity zones:

> 4. **Non-Exclusive Grant of Rights**. The City has executed an agreement, dated October 22, 2021 (the "Bus Shelter Agreement"), with Outfront Media Group, LLC ("Outfront"). This Agreement, and in particular the possible Locations for the IKE Kiosks, shall be subject to the rights granted by the City to Outfront with respect to the Bus Shelter Zone (as defined in Section 5(b)). Without limiting the foregoing, the rights granted in this Agreement to the Company are non-exclusive, provided, however, that the City agrees not to install, or permit or allow the installation of, any other Advertising Freestanding Kiosk within 250 feet from the closest edge of any installed IKE Kiosk (the "IKE" Kiosk Exclusivity Zone"). The foregoing limited exclusivity is intended to solely limit Advertising Kiosk within the IKE Kiosk Exclusivity Zone. For the sake of clarity and without modifying the foregoing limited exclusivity, the City or a City's contractor shall not be prohibited from displaying advertising on any other type of temporary or permanent structure within the IKE Kiosk Exclusivity Zone including, without limitation, water fountain; garbage cans; ashtrays; kiosks related to rental sharing program for bicycles or other mobility devices; bicycles or any other mobility devices; special events related kiosks, tables, stands, etc.; or property owned or controlled by the City including, without limitation, parking facilities, buildings, Parks, or other similar facilities.

(emphasis added).

On November 4, 2024, Outfront filed the subject lawsuit against IKE and the City. Outfront sought a declaratory judgment that "[d]igital advertising kiosks cannot be installed in the public right-of-way as a matter of state,

county, and local law." The complaint cited various laws that Outfront avers bar IKE from placing advertising freestanding kiosks in the City's rights-of-way, including sections 334.035, 337.407, 337.408, and 479.11 of the Florida Statutes; section 33-84 of the Miami-Dade Code; and sections 82-411 and 82-412 of the City of Miami Beach Code.

Outfront also sought an injunction enjoining the City and IKE from performing under the IKE agreement. Outfront's complaint did not allege IKE's contract with the City violated Outfront's exclusivity zones or any other right granted Outfront in its agreement with the City. After briefing and a hearing, the trial court dismissed Outfront's lawsuit for lack of standing. Outfront timely appealed.

ANALYSIS

On appeal, Outfront maintains the trial court applied an overly restrictive interpretation of standing. It contends it has standing as a business competitor of IKE to obtain a declaratory judgment that the contract between IKE and the City violated laws governing the rights of way. We review the background law of standing and then address Outfront's arguments.

"Standing is the legal doctrine that defines when a litigant has a stake in a controversy sufficient to obtain judicial resolution of that controversy." Planned Parenthood of Sw. & Cent. Fla. v. State, 384 So. 3d 67, 89 (Fla.

2024) (Sasso, J., concurring). Standing limits the courts to acting in a judicial and not a legislative or executive capacity except where expressly authorized by the Constitution. Id. ("The doctrine [of standing] keeps us in our constitutional lane by ensuring we do not become 'roving commissions assigned to pass judgment on the validity of the [State's] laws.'" (quoting Broadrick v. Oklahoma, 413 U.S. 601, 611 (1973) (alteration added in Planned Parenthood))); Spokeo, Inc. v. Robins, 578 U.S. 330, 338 (2016) ("'[T]he law of Article III standing . . . serves to prevent the judicial process from being used to usurp the powers of the political branches' and confines the federal courts to a properly judicial role[.]") (citations omitted).

Like the federal doctrine of standing, Florida's doctrine of standing derives from the separation of powers; however, they arise from very different provisions in the two constitutions. Federal standing arises from the U.S. Constitution's express limitation of federal court jurisdiction to cases and controversies. Art. III, § 2, U.S. Const. The Florida Constitution does not have a provision limiting courts to adjudicating cases or controversies. See Art. V, §§ 3, 4, 5, and 6, Fla. Const.

Instead, Florida's doctrine of standing "ultimately sounds in the express separation of powers provision of Article II, Section 3 of the Florida Constitution." Solares v. City of Miami, 166 So. 3d 887, 889 (Fla. 3d DCA

2015). The U.S. Constitution has no express provision regarding the separation of powers. But the Florida Constitution does. It reads:

> The powers of the state government shall be divided into legislative, executive and judicial branches. No person belonging to one branch shall exercise any powers appertaining to either of the other branches unless expressly provided herein.

Art. II, § 3, Fla. Const. In construing this provision, the Florida Supreme Court "has traditionally applied a strict separation of powers doctrine." State v. Cotton, 769 So. 2d 345, 353 (Fla. 2000) (citing Avatar Dev. Corp. v. State, 723 So. 2d 199, 201 (Fla. 1998) (recognizing, in the context of a nondelegation analysis, that "[a]rticle II, section 3 declares a strict separation of the three branches of government")).

Florida's "'strict' separation of powers requirement . . . applies just as vigorously to the judicial branch as it does to the other two branches of government." Citizens for Strong Schs., Inc. v. Fla. State Bd. of Educ., 232 So. 3d 1163, 1170 (Fla. 1st DCA 2017), aff'd, 262 So. 3d 127 (Fla. 2019). Except where the Constitution expressly provides otherwise, "[f]or a court of law operating as one of the three branches of government under the doctrine of the separation of powers, standing is a threshold issue which must be resolved before reaching the merits of a case." Solares, 166 So. 3d at 888. "Before a court can consider whether an action is illegal, the court must be

presented with a justiciable case or controversy between parties who have standing." Id.

Perhaps because both the federal and Florida doctrines of standing are based on separation of powers, Florida courts routinely cite federal case law on standing as persuasive, albeit not binding, precedent. Id. at 889 ("Florida courts often look to federal cases when resolving issues of standing."). See e.g., Dep't of Educ. v. Lewis, 416 So. 2d 455, 459 (Fla.1982) (citing Flast v. Cohen, 392 U.S. 83, 88 (1968), for the proposition that "taxpayers have standing to challenge statute alleged to exceed specific constitutional limits on the taxing and spending power"). Yet Florida standing departs from the federal model in sometimes unpredictable ways. Planned Parenthood, 384 So. 3d at 90 (Sasso, J. concurring) (providing examples of Florida's "inconsistent approach" to standing).

In one major departure from the federal model, for example, while standing is jurisdictional in the federal constitutional system and cannot be waived, Florida jurisprudence holds that standing is not required for subject matter jurisdiction and is therefore waivable. Page v. Deutsche Bank Tr. Co. Ams., 308 So. 3d 953, 960-61 (Fla. 2020) ("Subject-matter jurisdiction is universally acknowledged to never be waivable. But this Court has held that the issue of standing is a waivable defense. And if standing is waivable, then

standing is obviously not a component of subject-matter jurisdiction." (internal citations and quotations omitted)).

For these and other reasons, Justice Meredith Sasso has called for a re-evaluation of Florida standing. Planned Parenthood, 384 So. 3d at 93 (Sasso, J., concurring) ("[I]n future cases we should reconsider our standing precedents. . . . [W]e will need to clarify the scope of any standing requirements, [and] . . . [w]e will also need to examine whether standing requirements are truly subject to waiver, or instead whether they are jurisdictional in nature."). So, Florida's law of standing may be in flux.

Declaratory judgments are a uniquely broad and powerful judicial remedy available to litigants. The governing statute, section 86.021, Florida Statutes, provides:

> Any person claiming to be interested or who may be in doubt about his or her rights under a . . . contract . . . or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance [or] contract . . . may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, [or] contract, . . . and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

§ 86.021, Fla. Stat. (2025). The declaratory judgment chapter is "substantive and remedial," and "is to be liberally administered and construed." § 86.101, Fla. Stat.

While substantive and remedial, declaratory judgments remain a judicial remedy. Like any other judicial remedy, the courts have the power to issue declaratory judgments only where the party requesting that the court grant the remedy has standing. "Even though the legislature has expressed its intent that the declaratory judgment act should be broadly construed, there still must exist some justiciable controversy between adverse parties that needs to be resolved for a court to exercise its jurisdiction." Martinez v. Scanlan, 582 So. 2d 1167, 1170–71 (Fla. 1991). This is "necessary in order to maintain the [status] of the proceeding as being judicial in nature and therefore within the constitutional powers of the courts." May v. Holley, 59 So. 2d 636, 639 (Fla. 1952).

Thus, we have held, "[t]o satisfy the requirement of standing [for a declaratory judgment], the plaintiff must show that a case or controversy exists between the plaintiff and the defendant, and that such case or controversy continues from the commencement through the existence of the litigation." Ferreiro v. Philadelphia Indem. Ins. Co., 928 So. 2d 374, 377 (Fla. 3d DCA 2006). To have standing, in the words of the declaratory judgment act itself, a plaintiff must have "his or her rights" at stake or must be a person "whose rights, status, or other equitable or legal relations are affected." § 86.021, Fla Stat. Indeed, courts routinely dismiss cases for declaratory

judgments where the plaintiff lacks standing because it has no right at stake and is therefore seeking essentially a prohibited advisory opinion. Fla. Soc'y of Ophthalmology v. State, Dep't of Pro. Regul., 532 So. 2d 1278, 1279 (Fla. 1st DCA 1988) ("An action for declaratory judgment will not be permitted to give rise to a mere advisory opinion.").

Turning to the instant case, Outfront concedes it does not have a special injury, different both in kind and degree from that suffered by the public at large, which would bring its case within the ambit of cases like Herbits v. City of Miami, 207 So. 3d 274 (Fla. 3d DCA 2016). Also, Outfront is not claiming that the IKE contract violates any of Outfront's contractual rights. For example, it does not claim the IKE contract allows IKE to construct kiosks in any areas reserved exclusively to Outfront in its contract with the City. Finally, the laws and ordinances that Outfront maintains were violated by IKE's contract are not designed to protect Outfront from competition and do not authorize private rights of action.

Instead, Outfront asks this Court to recognize "competitor standing." "Competitor standing," Outfront argues, "allows regulated competitors . . . standing to challenge government conduct that confers an unlawful competitive advantage upon another similarly situated actor." In support, Outfront cites to Skaggs-Albertson's v. ABC Liquors, Inc., 363 So. 2d 1082,

1090–91 (Fla. 1978). ABC Liquors, however, cannot be properly read to support such a broad proposition. Indeed, it has been recently cited by our sister court as holding the opposite: "[L]oss of business from a potential competitor ordinarily cannot provide the existing proprietor with the requisite standing." Everett Bros. Recycling, Inc. v. Martin Cnty., 401 So. 3d 372, 378 (Fla. 4th DCA 2025) (quoting ABC Liquors, 363 So. 2d at 1090).

In ABC Liquors, the Florida Supreme Court held that a liquor store had standing to challenge a county's decision to allow another liquor store in close proximity to the first store in violation of the county's ordinances that required a certain distance between liquor stores. ABC Liquors, 363 So. 2d at 1090-91. But, ABC Liquors was not based on the broad ground advocated by Outfront. That a narrower holding was intended is first apparent from the manner that ABC Liquors affirmed the rule that a party must show a special injury to have standing. Specifically, the Court stated: "It is clear then that the 'special damage' rule still has vitality in both nuisance actions and actions seeking to enforce a valid zoning ordinance, albeit that rule has acquired a more liberal application." Id. at 1088.

That a narrower holding was intended is also apparent from the manner ABC Liquors distinguished between drug stores on one hand and liquor stores on the other, concerning special injury to establish standing.

ABC Liquors cited with approval to both a 1976 Second District case, which the Supreme Court characterized as reflecting "the general rule . . . that loss of business from a potential competitor ordinarily cannot provide the existing proprietor with the requisite standing," ABC Liquors, 363 So. 2d at 1090,[1] and to a 1976 Third District case holding a liquor store had standing to challenge the grant of a zoning variance to a competing liquor store involving, in the Florida Supreme Court's words, "substantially the same issue as the instant cause." ABC Liquors, 363 So. 2d at 1090 n.5.[2]

The Court went on to hold that the challenging liquor store suffered a special injury – not because it was subject to competition – but because it was subject to loss of its license which might prove irreplaceable due to the stringent regulations to which liquor stores were subject. The Court held that, while "adher[ing] to the general rule . . . that loss of business from a potential

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[1] Citing to Skaggs-Albertson's Props., Inc. v. Michels Belleair Bluffs Pharmacy, Inc., 332 So. 2d 113, 116 (Fla. 2d DCA 1976) ("The fact that [the complaining drugstore] might lose business because of competition from Skaggs' drugstore operation cannot provide the requisite standing [to obtain an injunction stopping construction in violation of zoning ordinance."]).

[2] Citing to Rayan Corp. v. Bd. of Cnty. Comm'rs of Dade Cnty., 356 So. 2d 1276, 1277 (Fla. 3d DCA 1978) ("The owner of a liquor business, which is or would be affected by a zoning decision permitting the establishment of a nearby competing liquor store, has a legally recognized interest sufficient to confer upon the said owner requisite standing to legally challenge the [grant of a zoning variance to a competitor].").

competitor ordinarily cannot provide the existing proprietor with the requisite standing, we find that an alcoholic beverage dealer tends to suffer a special injury when confronted with a nearby competitor because of the regulation applicable to him and his business." Id. at 1090. The Court explained that special injury results from the circumstances where the liquor store owner "who loses his license suffers a special kind of injury. He may not be permitted to relocate in a desired location or, conceivably, may not be able to obtain another license at any other location." Id.

We therefore read ABC Liquors as narrowly recognizing special injury standing for liquor stores that challenge the decision to allow a competitor in a location that violates regulations prohibiting the operation of such businesses within certain distances of each other. Because Outfront does not qualify for the special injury recognized in ABC Liquors and is not claiming any other special injury, the trial court properly dismissed its case for lack of standing.

Affirmed.

Lindsey, J., concurs.

GOODEN, J. (specially concurring)

Standing is not new. While not always consistent in their approach, Florida courts have discussed the doctrine since at least the 1850s. See Union Bank v. Powell's Heirs, 3 Fla. 175, 193 (1850) ("As it is, he seems to have no standing in court."). This inconsistent treatment may be due to Florida's Constitution not containing an express "case or controversy" clause or the tendency to look to federal courts for guidance.

In my view, Florida's standing doctrine is grounded in the constitutional limitations of governmental power. Standing therefore derives not from a single constitutional provision, but from several provisions working together—and from the structure of the Constitution itself. This fits with the traditional understanding that our state constitution is not the source of the people's natural rights, but the instrument by which the people establish government, allocate governmental power, and establish the limits of that power. See Preamble, Fla. Const. (1968); Art. I, § 1, Fla. Const. (1968) ("All political power is inherent in the people. The enunciation herein of certain rights shall not be construed to deny or impair others retained by the people."); Art. I, § 2, Fla. Const. (1968) ("All natural persons . . . have inalienable rights. . . ."); Bd. of Pub. Instruction for Sumter Cnty. for & on

Behalf of Special Tax Sch. Dist. No. 12 v. Wright, 76 So. 2d 863, 864 (Fla. 1955) ("This court has consistently adhered to the fundamental principle that our state constitution is a limitation upon, rather than a grant of, power."); Taylor v. Dorsey, 19 So. 2d 876, 881 (Fla. 1944) ("Our state constitution is a limitation upon power. . . .").

Our Constitution begins with a Declaration of Rights setting forth personal liberties guaranteed to every Floridian. These rights protect individuals from encroachment of governmental authority—from whatever source. Traylor v. State, 596 So. 2d 957, 963 (Fla. 1992). "It is significant that our Constitution thus commences by specifying those things which the state government must not do, before specifying certain things that it may do." State v. City of Stuart, 120 So. 335, 347 (Fla. 1929). These rights "constitute a limitation upon the powers of each and all the departments of the state government. Thus no department, not even the legislative, has unlimited power under our system of government." Id. See also Bizzell v. State, 71 So. 2d 735, 738 (Fla. 1954) ("These rights curtail and restrain the power of the State.").

Contained within these rights is the fundamental right of access to courts. Floridians first included this right in its Constitution in 1838.[3] See Art I, § 9, Fla. Const. (1838) ("That all Courts shall be open, and every person, for an injury done him, in his lands, goods, person, or reputation, shall have remedy by due course of law; and right and justice administered without sale, denial, or delay."); Art I, § 9, Fla. Const. (1865) (same). It was deleted, however, in the 1868 Constitution. See City of Doral v. Cabrera, 51 Fla. L. Weekly D1234 (Fla. 3d DCA June 17, 2026) (discussing history of the 1868 Constitution). The 1885 Constitution restored its prominence in our Declaration of Rights. See Decl. of Rights, § 4, Fla. Const. (1885) ("All courts in the State shall be open, so that every person for any injury done him in his lands, goods, person or reputation shall have remedy, by due course of law, and right and justice shall be administered without sale, denial or delay.").

While worded slightly different, our Constitution presently provides: "The courts shall be open to every person for redress of any injury, and

[3] For a discussion as to the origins of this clause in state constitutions, see Jonathan M. Hoffman, By the Course of the Law: The Origins of the Open Courts Clause of State Constitutions, 74 Or. L. Rev. 1279 (1995); Dan Friedman, Tracing the Lineage: Textual and Conceptual Similarities in the Revolutionary-Era State Declarations of Rights of Virginia, Maryland, and Delaware, 33 Rutgers L.J. 929 (2002); and Patrick John McGinley, Results from the Laboratories of Democracy: Evaluating the Substantive Open Courts Clause As Found in State Constitutions, 82 Alb. L. Rev. 1449 (2019).

justice shall be administered without sale, denial or delay." Art. I, § 21, Fla. Const. (1968). Important here is "injury" and its "redress."

Yet the word "injury" is not unlimited. It implies "the doing of some act which constitutes an invasion of a legal right. The law cannot possibly remedy all the evils which affect mankind." Cason v. Baskin, 20 So. 2d 243, 250 (Fla. 1944). Properly understood, an injury encompasses a wrong or damage to a person, property, reputation, or other legal right. See generally 1 Noah Webster, An American Dictionary of the English Language 974 (1828) (defining injury as "any wrong or damage done to a man's person, rights, reputation or goods"); 1 John Bouvier, A Law Dictionary 507 (1st ed. 1839) ("Injury, a wrong or tort. Injuries are divided into public and private; and they affect the person, personal property or real property."); cf. The American Heritage Dictionary of the English Language 367 (1969) ("Damage of or to a person, property, reputation, or thing."); Black's Law Dictionary 924 (Rev. 4th ed. 1968) ("Any wrong or damage done to another, either in his person, rights, reputation, or property.").[4] In other words, an injury traditionally meant an invasion of a legally protected private interest—one

[4] Historical sources suggest the original public meaning of "injury" remained unchanged from 1838, when the term first appeared in Florida's Constitution, through 1968, when it was carried forward into the current Constitution.

affecting the rights of life, liberty, or property.[5] See Art. I, § 2, Fla. Const. (1968). See also 1 William Blackstone, Commentaries on the Laws of England 117–41 (1765); James Kent, Commentaries on American Law 1 (12th ed. 1873).

This redress of injuries is done through the exercise of judicial power, which is vested in the judicial branch.[6] Art. V, § 1, Fla. Const. (1968) ("The judicial power shall be vested in a supreme court, district courts of appeal, circuit courts and county courts."). But judicial power is not a roving, general authority to resolve every question or dispute presented by anyone who asks. It is constitutionally allocated governmental power, exercised by courts within the judicial sphere and in cases involving a person with an injury. At its core, it is the power to say what the law is and enforce that law through litigation. See Getzen v. Sumter Cnty., 103 So. 104, 106 (Fla. 1925) ("The judicial power of the state vested in the courts includes authority in

[5] Public rights are different. See Brown v. Fla. Chautauqua Ass'n, 52 So. 802, 804 (Fla. 1910); Rickman v. Whitehurst, 74 So. 205, 207 (Fla. 1917); 3 William Blackstone, Commentaries on the Laws of England 220 (1765).

[6] The prior Constitutions all provide that judicial power is vested in the stated courts. See Art. V, § 1, Fla. Const. (1838); Art. V, § 1, Fla. Const. (1865); Art. VI, § 1, Fla. Const. (1868); Art. V, § 1, Fla. Const. (1885).

adjudicating litigated rights to determine what is the controlling law applicable to the rights being adjudged.").

The judicial branch "reserve[s] the exercise of judicial power for cases involving actual controversies." Casiano v. State, 310 So. 3d 910, 913 (Fla. 2021). See also Sarasota-Fruitville Drainage Dist. v. Certain Lands Within Said Dist. Upon Which Drainage Taxes for the Year 1952 Have Not Been Paid, 80 So. 2d 335, 336 (Fla. 1955); First Nat'l Bank v. Bebinger, 128 So. 862, 863 (Fla. 1930). This is necessary to keep the proceeding judicial in nature. May v. Holley, 59 So. 2d 636, 639 (Fla. 1952). "The power to review is both inherent in and limited by the constitutional document itself." State ex rel. Second Dist. Ct. of Appeal v. Lewis, 550 So. 2d 522, 526 (Fla. 1st DCA 1989).[7]

[7] Although Florida law recognizes limited circumstances in which courts may issue advisory opinions, Florida courts may not render advisory opinions beyond those circumstances. See Art. IV, § 1(c), Fla. Const. (authorizing advisory opinions to the Governor); Art. V, § 3(b)(10), Fla. Const. (authorizing advisory opinions to the Attorney General); Sarasota-Fruitville Drainage Dist., 80 So. 2d at 336 ("We have repeatedly held that this Court was not authorized to render advisory opinions except in the instances require or authorized by the Constitution."). If judicial power allowed courts to adjudicate without the presence of an actual injury or controversy, these provisions would be mere surplusage and unnecessary. See Antonin Scalia & Bryan Garner, Reading Law: The Interpretation of Legal Texts 174 (2012)("If possible, every word and every provision is to be given effect. . . . None should be ignored. None should needlessly be given an interpretation that causes it to duplicate another provision or to have no consequence."); State v. Butler, 69 So. 771, 781 (Fla. 1915) ("A construction of the

Judicial power is further restrained by the separation of powers. Our Constitution expressly divides the powers of the state government among the legislative, executive, and judicial branches and prohibits one branch from exercising powers belonging to another. Art. II, § 3, Fla. Const. (1968).[8] The Constitution also structurally separates power by different articles. This similarly limits power. "Judicial adherence to the doctrine of separation of powers preserves the courts for the decision of issues between litigants capable of effective determination." Ervin v. City of N. Miami Beach, 66 So. 2d 235, 236 (Fla. 1953) (citation and emphasis omitted). See also Ryan v. Ryan, 277 So. 2d 266, 274–75 (Fla. 1973).

Standing, then, is a consequence of these constitutional provisions operating together. Standing asks whether a particular person has suffered the requisite legal injury that permits that person to invoke the judicial power of the state to obtain judicial redress. It marks the boundary between the

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Constitution which renders superfluous or meaningless or inoperative any of its provisions should not be adopted by the courts.").

[8] An express separation of powers provision has been in our Constitution since 1838. Art. II, § 1–2, Fla. Const. (1838); Art. II, § 1–2, Fla. Const. (1865); Art. III, Fla. Const. (1868); Art. II, Fla. Const. (1885). See also § 20.02(1), Fla. Stat. ("The State Constitution contemplates the separation of powers within state government among the legislative, executive, and judicial branches of the government.").

judicial power that the Constitution entrusts to the courts and matters that lie outside that power. A litigant who lacks the kind of legal injury is not merely failing to satisfy a procedural prerequisite to suit; the litigant is asking the judiciary to exercise its constitutional power where the Constitution does not authorize that exercise. Thus, standing serves as a limitation on the judicial power itself.